

NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONER'S COURT
JANUARY 24TH, 2017
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 Road and Bridge Division.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0200-0210-03599	Road Constr./Maint.	\$200,000.00
To	0200-0210-04160	Lab Fees	\$200,000.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0200-0210-03599	Road Constr./Maint.	\$250,000.00
To	0200-0210-04160	Lab Fees	\$250,000.00

7. Discuss, consider, and take appropriate action regarding acceptance of donation.

8. Discuss, consider, and take appropriate action regarding acceptance of a used Dell desktop computer as a donation to support volunteer tasks and functions at the Regional Animal Shelter.
9. Discuss, consider and take appropriate action on authorizing the disposal of various county assets through auction including (4) Desk, (3) Monitors, (1) DVD Duplicator, (5) Keyboards w/ mice, (6) Printers, (1) Desktop, (1) Time Stamp, (1) Lamp, (2) Shelves, (1) Speaker bar, (1) Hard Drive, (1) Scanner, (1) Docking Station, (3) Phones, (12) Chairs, (11) Cabinets, (1) Computer station, various metal shelving, (3) File cabinets, (3) Coffee maker, (2) Toners, (1) Box fan, (1) Table, (1) Clock, (1) Mail slot box, (1) Dry Erase board, (2) Boxes if used office supplies, (1) 2003 Grey Chevy C15753, (2) 2010 Black/White Ford Crown Victoria's, (see attached) pursuant to Tx. Local Gov't code 263.152.
10. Discuss, consider and take appropriate action on authorizing the disposal of (2) Second chance Front Ballistic Vest Panel through inter-departmental transfer, (see attached list) pursuant to Tx. Local Gov't Code 263.152.
11. Discuss, consider and take appropriate action on approving compensation changes, position titles changes, position grade changes and any corresponding line item transfers.
12. Discuss, consider and take appropriate action on reappointment of Kathryn H. Castellanos to the ESD #11 board of directors for a term effective January 1, 2017 to December 31, 2018.
13. Discuss, consider and take appropriate action on the reappointment of James Baker to the ESD 4 Board of Directors for a two year term effective January 1, 2017 to December 31, 2018.
14. Discuss, consider and take appropriate action on the reappointment of Dan Clark to the ESD 4 Board of Directors for a two year term effective January 1, 2017 to December 31, 2018.
15. Discuss, consider and take appropriate action on the reappointment of Michael Airhart to the ESD 12 Board of Directors for a two year term effective January 1, 2017 to December 31, 2018.
16. Discuss, consider and take appropriate action on reappointment of Steven Ihnen to the ESD 12 Board of Directors for a two year term effective January 1, 2017 to December 31, 2018.
17. Discuss, consider and take any appropriate action regarding acceptance of 2016 Racial Profiling Report pursuant to Art. 2.133 & 2.134 of the Tex. Code of Crim. Proc. from Constable's Office, Pct. 1.
18. Receive and acknowledge Work Authorization No. 1 under Williamson County Contract for Engineering Services between Balcones Geotechnical, PLLC and Williamson County dated December 01, 2016 for Geotechnical Engineering for the Williamson County Regional Animal Shelter for Williamson County Facilities.
19. Receive and acknowledge Work Authorization No. 1 under Williamson County Contract for Engineering Services between Raba Kistner Consultants, Inc. and Williamson County dated December 01, 2016 for River Ranch Park Phase I Improvements for Williamson County Road and Bridge.
20. Discuss, consider, and take appropriate action on approval of the revised plat for the High View Meadow Lot 6 Subdivision - Pct 3
21. Discuss, consider and take appropriate action on approval of the preliminary plat for the Bellagio at Santa Rite Ranch subdivision - Pct 3.

22. Discuss, consider and take appropriate action on approval of the preliminary plat for the Holl at Cole Drive Subdivision - Pct 2.

REGULAR AGENDA

23. Discuss, consider and take appropriate action regarding the Williamson County Regional Habitat Conservation Plan (RHCP), including but not limited to receiving report from Environmental Programs Director and approve enrollment of properties participating during the 2016 calendar year (any participation received on or prior to 12/31/16) into the tax benefit financing plan for tax year 2016 and re-enroll prior year participating properties. Amend 2015 enrollment list to include Williamson County Conservation Foundation (WCCF) file number 20150611.
24. Hear update and discuss bills filed during the 85th Texas Legislative Session.
25. Discuss, consider and take appropriate action on the Department of Infrastructure projects and issues update.
26. Discuss, consider, and take appropriate action regarding the "Notice of Termination for Stormwater Discharges associated with Construction Activities" for CR 138, a Pass Through Financing Project in Commissioner Pct. 4.
27. Discuss, consider and take appropriate action on representative vacancies with Capital Area Regional Transportation Planning Organization, Solid Waste Advisory Committee, Clean Air Coalition, Capital Area Rural Transportation System, Fleet Committee, Williamson County Benefits Committee and other committee if needed due to recent changes in Commissioners Court members.
28. Discuss, consider, and take appropriate action on the acceptance of FEMA DR-4223 disaster recovery grant funding. Project Title - WIL033G Berry Springs Park Trails.
29. Discuss, consider, and take appropriate action on the acceptance of FEMA DR-4223 disaster recovery grant funding. Project Title - WIL032G Brushy Creek Park Trails.
30. Discuss, consider, and take appropriate action on the approval and submission of the FY17 Emergency Management Performance Grant (EMPG) application.
31. Discuss, consider and take appropriate action related to determining the process in which to fill a potential vacancy in the Office of the Williamson County Treasurer (Loc. Gov't Code Sec. 87.041).
32. Discuss, consider and take appropriate action to revise the previously approved schedule of auction dates and times of on-line auctions for the sale of surplus county property from the original schedules approved by commissioners court on September 13, 2016 under agenda item #41 or as close to possible to approved dates to fall in line with the appropriate auctioneer's schedule. Specifically approve to change to auction schedule for January 11th-25th in 2017 to January 16-30 in 2017 and January 11th-25th in 2017 to January 11th-26th in 2017.
33. Discuss, consider, and take appropriate action on consolidating all Cellco Partnership, dba Verizon Wireless accounts, listed under Williamson County's FEIN number, into one agreement per DIR contract# DIR-TSO-3415.

34. Discuss, consider, and take appropriate action on authorizing the new licensing Agreement for pre-employment testing and scoring, for the term of February 1, 2017 - February 1, 2018, with Ergometrics and Applied Personnel Research, Inc., in the amount of \$5,500 annually.
35. Discuss, consider and take appropriate action on authorizing the renewal of Crack Seal Services, Contract #15IFB103, for the same pricing, terms and conditions as the existing Contract for the term of February, 27, 2017 – February 27, 2018, with RHB Construction.
36. Discuss, consider and take appropriate action on authorizing the renewal of Cast in Place, Contract #15IFB106, for the same pricing, terms and conditions as the existing Contract for the term of April 07, 2017 – April 06, 2018, with RHB Construction.
37. Discuss, consider and take appropriate action on approving the Agreement between Randel's Tower Tech and Williamson County for Radio Tower Maintenance/ Insurance certificates, for \$20,687.50.
38. Discuss, consider, and take appropriate action to authorize the Purchasing Agent to advertise and receive proposals from contractors for roof improvements for the Williamson County Justice Center Courthouse Annex and Jail/Sheriff's Office under RFP 1701-135.
39. Discuss, consider and take appropriate action on authorizing the renewal of Microsoft Licensing, for the term of February 1, 2017 – January 31, 2020 (36 months), with SHI Government Solutions, for \$307,137.60 per DIR contract # DIR-SDD-2503.
40. Discuss, consider and take appropriate action on authorizing the new copier Agreement with Ricoh, for a 48 month lease at \$592.40 per a month.
41. Discuss, consider, and take appropriate action on approving the purchase of three (3) street sweepers for the Road & Bridge Department from Tymco utilizing BuyBoard contract 515-16 in the total amount of \$698,530.50.
42. Discuss, consider, and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues for the District Attorney's office from State Judiciary Apportionment Funds:

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.335602	Dist Atty Salary Supplement	\$7,500.00

43. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for the District Attorney's office from State Judiciary Apportionment Funds:

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0440.001940	Apportionment Supplement	\$6,197.32
	0100.0440.002010	FICA	\$474.10
	0100.0440.002020	Retirement	\$828.58

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)."

44. 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
 - g) Kalahari
 - h) St. David's
45. 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 wastewater easements in Berry Springs Park
- f) Discuss Development Agreement with Ashby Capital Investments, LLC

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

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

- a) Litigation or claims or potential litigation or claims against the County or by the County
- b) Status Update-Pending Cases or Claims;
- c) Civil Action No.1:13- CV- 505, Robert Lloyd v. Lisa Birkman, et al, In The United States District Court for the Western District of Texas, Austin Division
- d) Employee/personnel related matters
- e) Other confidential attorney-client matters, including contracts and certain matters related to county defense issues in which the duty of the attorney to the governmental body within the attorney/client relationship clearly conflicts with Chapter 551 of the Texas Government Code.
- f) 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) Appeal of IRS Proposed Worker Classification Changes and Proposed Tax Adjustments 2011 -2013; and 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) Legislative changes to firearms laws and possession of firearms on county property
- 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) 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
- x) Cause No. 1JC-16-1540; *Roy Earl Briggs v. Lt. Doug Wheless*, In The Justice Court Precinct 1, Williamson County, Texas
- y) Civil Action No. 1:16-cv-01185-SS-ML, *Jose Refugio Fernandez-Madrid v. Keefe Commissary and the Williamson County Sheriff*, In the United States District Court for the Western District of Texas – Austin Division
- z) Law relating requests for the closure, abandonment or vacation of roadway(s) in the Woodland Park Subdivision.

47. 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).
48. 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)

49. Discuss and take appropriate action concerning economic development.
50. Discuss and take appropriate action concerning real estate.
51. 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.
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) Berry Springs Park and Preserve pipeline
 - s) 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).
 - t) Discuss requirements related to health benefit plan.

- u) 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
- v) 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
- w) Cause No. 1JC-16-1540; *Roy Earl Briggs v. Lt. Doug Wheless*, In The Justice Court Precinct 1, Williamson County, Texas
- x) Civil Action No. 1:16-cv-01185-SS-ML, *Jose Refugio Fernandez-Madrid v. Keefe Commissary and the Williamson County Sheriff*, In the United States District Court for the Western District of Texas – Austin Division
- y) Law relating requests for the closure, abandonment or vacation of roadway(s) in the Woodland Park Subdivision.

- 52. 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.

- 53. 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 _____, 2017 at _____ and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Commissioners Court - Regular Session

5.

Meeting Date: 01/24/2017

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

Submitted For: Terron Evertson

Submitted By: Kelly Murphy, Fleet Maintenance

Department: Unified Road System

Agenda Category: Consent

Information

Agenda Item

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

Background

This transfer is necessary to continue quality control testing of subdivision roadway construction, material purchases and Road and Bridge contracted work.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0200-0210-03599	Road Constr./Maint.	\$200,000.00
To	0200-0210-04160	Lab Fees	\$200,000.00

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Kelly Murphy

Final Approval Date: 01/19/2017

Reviewed By

Wendy Coco

Date

01/19/2017 01:54 PM

Started On: 01/19/2017 10:28 AM

Commissioners Court - Regular Session

6.

Meeting Date: 01/24/2017

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

Submitted For: Terron Evertson

Submitted By: Kelly Murphy, Fleet Maintenance

Department: Unified Road System

Agenda Category: Consent

Information

Agenda Item

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

Background

This transfer is at the request of the Auditor's office. This transfer is necessary to continue the reconstruction of CR 240.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0200-0210-03599	Road Constr./Maint.	\$250,000.00
To	0200-0210-04160	Lab Fees	\$250,000.00

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Kelly Murphy

Final Approval Date: 01/19/2017

Reviewed By

Wendy Coco

Date

01/19/2017 01:54 PM

Started On: 01/19/2017 11:10 AM

Commissioners Court - Regular Session

7.

Meeting Date: 01/24/2017

Cash Donation to Victim Assistance

Submitted By: Mary Sturgeon, Sheriff

Department: Sheriff

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action regarding acceptance of donation.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

\\sheriff\CID\Mary\Agenda\CashDonation_011817.pdf

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Mary Sturgeon

Final Approval Date: 01/19/2017

Reviewed By

Wendy Coco

Date

01/19/2017 08:40 AM

Started On: 01/19/2017 07:02 AM

FUNDS CURRENCY/CHANGE REVENUE REPORT

Date: 01.18.17 Receipt No. _____ TO _____

DEPARTMENT: SO CONTR DIVISION: CID

CHECKS AND/OR MONEY ORDERS

Number of Checks _____

Dollar Amount of Checks \$ _____

CURRENCY-DOLLAR AMOUNT:

100's \$ _____ . _____

50's \$ _____ . _____

20's \$ _____ 200.00 _____

10's \$ _____ . _____

5's \$ _____ . _____

2's \$ _____ . _____

1's \$ _____ . _____

Total Amount of Currency \$ _____ 200.00 _____

COIN-DOLLAR AMOUNT:

Silver/Gold Dollar \$ _____ . _____

Half Dollar \$ _____ . _____

Quarters \$ _____ . _____

Dimes \$ _____ . _____

Nickels \$ _____ . _____

Pennies \$ _____ . _____

Total Amount of Coin \$ _____ . _____

TOTAL AMOUNT FOR DEPOSIT \$ 200.00 _____

REVENUE REPORT

TREASURER

REC.# _____

DATE: January 18, 2017

DEPT: SO. Contr.

RECEIPT # _____

TO # _____

SUBMITTED/SIGNED BY:

Mary Johnson _____

POST TO LINE ITEM #:

AMOUNT:

DESCRIPTION:

01.0100.0000.367400

\$200.00

Cash Donation

TOTAL AMOUNT

\$ 200.00

Commissioners Court - Regular Session

8.

Meeting Date: 01/24/2017

WCRAS Donation of a Computer

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 regarding acceptance of a used Dell desktop computer as a donation to support volunteer tasks and functions at the Regional Animal Shelter.

Background

This is a donation made by an anonymous donor of a Dell Core 17 Optiplex 7010 computer/monitor/keyboard. Value apx \$300.00. It will be used to support volunteer activities at the shelter.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Cheryl Schneider

Final Approval Date: 01/17/2017

Reviewed By

Wendy Coco

Date

01/17/2017 11:44 AM

Started On: 01/17/2017 11:00 AM

Commissioners Court - Regular Session

9.

Meeting Date: 01/24/2017

Asset Transfer

Submitted By: Jayme Jasso, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the disposal of various county assets through auction including (4) Desk, (3) Monitors, (1) DVD Duplicator, (5) Keyboards w/ mice, (6) Printers, (1) Desktop, (1) Time Stamp, (1) Lamp, (2) Shelves, (1) Speaker bar, (1) Hard Drive, (1) Scanner, (1) Docking Station, (3) Phones, (12) Chairs, (11) Cabinets, (1) Computer station, various metal shelving, (3) File cabinets, (3) Coffee maker, (2) Toners, (1) Box fan, (1) Table, (1) Clock, (1) Mail slot box, (1) Dry Erase board, (2) Boxes if used office supplies, (1) 2003 Grey Chevy C15753, (2) 2010 Black/White Ford Crown Victoria's, (see attached) pursuant to Tx. Local Gov't code 263.152.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Asset Transfer 1

Asset Transfer

Form Review

Inbox

County Judge Exec Asst.

Purchasing (Originator)

Form Started By: Jayme Jasso

Final Approval Date: 01/17/2017

Reviewed By

Wendy Coco

Jayme Jasso

Date

01/17/2017 11:44 AM

01/17/2017 11:51 AM

Started On: 01/17/2017 11:19 AM



Williamson County Vehicle Status Change Form

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

1) Identify Vehicle:

1GCEC19V93Z267946

Vehicle Identification Number

0581

09B0390

109-0317

Department

Door Number

License Plate Number

2003

CHEVROLET

C15753

GREY

Year

Make

Model

Color

2) Reason for Status Change:

Accident

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

JAN 5 2017

High Mileage: List actual mileage 151354

Not mechanically sound

Other: Explain

Replaced

3) Elected Official/Department Head/Authorized Staff

Print Name Michael Wright

Signature

Date Dec 15, 2016

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

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

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

Print Name

Kern Teller

Signature

Date

12/16/16

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

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

HR Release Authorization:

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

Transfer has been reviewed and approved:

Signature:

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



Williamson County Vehicle Status Change Form

To be completed by department releasing vehicle:

1) Identify Vehicle:
 2FABP7BV5AX124330 560 SA1012
 Vehicle Identification Number Department Door Number
 1104084 2010 FORD CROWN VIC BLK/WHT
 License Plate Number Year Make Model Color

2) Reason for Status Change:
 Accident
Received: 1. Williamson County Fleet Incident/Crash/Vandalism Report
 2. The Official Accident Report
 3. A Vehicle Insurance / Litigation Form
 High Mileage; List actual mileage 112,063
 Not mechanically sound Right rear axle leaking. Rear axle and bearing are ruined. Transmission is leaking oil.
 Other: Explain

3) Elected Official/Department Head/Authorized Staff
 Print Name L.C. 'Tony' Marshall Signature [Signature] Date 12-19-16

RECEIVED
JAN 5 2017
CLERK OF SUPERIOR COURT
WILLIAMSON COUNTY, TENNESSEE

To be completed by Fleet Services Manager:

1) Method of Status Change: This vehicle is to be considered for: (Select one)
 SALE at the earliest auction TRANSFER between county departments
 SALVAGE for parts
 TRADE-IN for new assets of same general type for the county
 SALE to a government entity/civil or charitable organization in the county at fair market value
 Other

Print Name Kevin Teller Signature [Signature] Date 12/29/16

To be completed by Human Resources Analyst:

All applicable accident paper work has been received and there is no litigation pending on this unit. It has been cleared for retirement.
 HR Release Authorization: [Signature]

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

Transfer has been reviewed and approved:
 Signature: _____

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



Williamson County Vehicle Status Change Form

To be completed by department releasing vehicle:

1) Identify Vehicle:

2FABP7BV7AX124331		560	SA1013	
Vehicle Identification Number		Department	Door Number	
1104073	2010	FORD	CROWN VIC	BLK/WHY
License Plate Number	Year	Make	Model	Color

2) Reason for Status Change:

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

High Mileage: List actual mileage 88,969

Not mechanically sound _____

Other: Explain Totaled Vehicle: Sale to Insurance Company

3) Elected Official/Department Head/Authorized Staff

Print Name L.C. 'Tony' Marshall Signature [Signature] Date 12-20-16

JAN 5 2017
RECEIVED
WILLIAMSON COUNTY

To be completed by Fleet Services Manager:

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

SALE at the earliest auction TRANSFER between county departments

SALVAGE for parts

TRADE-IN for new assets of same general type for the county

SALE to a government entity / civil or charitable organization in the county at fair market value

Other: Sale to Insurer

Print Name: Kevin Teller Signature: [Signature] Date: 12/21/16

To be completed by Human Resources Analyst:

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

HR Release Authorization: [Signature]

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

Transfer has been reviewed and approved.

Signature: _____

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

Williamson County

Asset Status Change Form

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

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

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Wood desk w/return			▼
				▼
				▼
				▼
				▼

Parties involved:

FROM (Transferor Department): ITS

Transferor - Elected Official/Department Head/Authorized Staff:

Tammy McCulley
Print Name

Contact Person:
Tony Hill
Print Name

Tammy McCulley
Signature

1-6-17 943-3314
Date Phone Number

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

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

RECEIVED
Print Name

Contact Person:
Tony Hill
Print Name

JAN - 9 2017
Signature

Date Phone Number

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

Forward to County Auditor's Office

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

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

Williamson County Asset Status Change Form

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

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

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Dell Monitor (replaced with larger monitor)	CN-OX876H-72872-8CO-OVKL		Working
1	Lacie DVD Duplicator	1228808260051ER	02134	Non-Working
3	Logitech & Dell Keyboard (missing USB)			Non-Working
1	Dell Monitor (replaced with larger monitor)	CN-OYVG53-72872-01T-1HRU		Working
1	HP Color LaserJet CP1518ni (replaced with lease)	8LYR382		Working

Parties involved:

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

Transferor - Elected Official/Department Head/Authorized Staff:

Print Name Tim Ryle

Signature [Signature]

Contact Person:

Print Name Peggy Braun

Date 1/10/17 Phone Number 512-943-1312

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

Contact Person:

RECEIVED

Print Name

Date Phone Number

JAN 11 2017

**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 _____

Williamson County Asset Status Change Form

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

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

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	HP Officejet 6100 (replaced with lease)	CN3373RGJK		Working
1	HP 4200n (replaced with lease)		100160	Working
				Non-Working
				Working
				Working

Parties involved:

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

Transferor - Elected Official/Department Head/Authorized Staff:
Tim Ryle
 Print Name: _____
[Signature] 1/10/17
 Signature: _____ Date: _____

Contact Person:
Reagan Braun
 Print Name: _____
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.)

Contact Person:
RECEIVED
 Print Name: _____
JAN 11 2017
 Signature: _____ Date: _____ 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 _____

Williamson County

Asset Status Change Form

Print Form

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

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

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Dell Optiplex 740 Computer	46TH9K1		

Parties involved:

FROM (Transferor Department): Commissioner Precinct #4

Transferor - Elected Official/Department Head/

Authorized Staff:

Contact Person:

Pete Correa

Pete Correa

Print Name

Print Name

[Signature]

1-1-17-512 846 1134

Signature

Date Phone Number

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

Transferee - Elected Official/Department Head/

Authorized Staff OR Donee - Representative: (If being approved for Sale or Trade-in, no signature is necessary.)

Contact Person:

RECEIVED

Print Name

Print Name

Signature

Date Phone Number

JAN 12 2017

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 _____

Williamson County Asset Status Change Form

Print Form

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

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

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Rapid Print Time Stamp	511031		Non-Working <input type="checkbox"/>
1	lamp			Non-Working <input type="checkbox"/>
1	Dell Monitor	CN-0DC323 71618-676-AEF9		Working <input type="checkbox"/>
2	Countertop shelves			Working <input type="checkbox"/>
1	2 file office desk			Non-Working <input type="checkbox"/>

Parties involved:

FROM (Transferor Department): Williamson County Constable Pct. 3

Transferor - Elected Official/Department Head/ Authorized Staff:

Theresa Lock **Contact Person:**
 Print Name Theresa Lock
[Signature] Date Phone Number
1-12-17 512-943-1436

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

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

Contact Person: RECEIVED
 Print Name Print Name
JAN 12 2017
 Signature Date Phone Number
AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

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

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

Williamson County Asset Status Change Form

Print Form

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

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Speaker Bar	CN 0C730C-71623-196-3317511031		Working <input type="checkbox"/>
1	Dell hard drive	PSTP Tracking P02006		Working <input type="checkbox"/>
1	Dell Keyboard	CN 05P02F-71581-16I-06E0A01		Working <input type="checkbox"/>
1	Brother Scanner	U62901G2F200276		Working <input type="checkbox"/>
1	Docking Station	CF-VEB272A2W		Working <input type="checkbox"/>

Parties involved:

FROM (Transferor Department): Williamson County Constable Pct. 3

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

Contact Person:

Theresa Lock
Print Name

Theresa Lock
Print Name

Theresa Lock
Signature

1-12-17
Date

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.)

Contact Person:

RECEIVED

Print Name

Print Name

Signature

Date

Phone Number

JAN 12 2017

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 _____

Williamson County Asset Status Change Form

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

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Dell Printer	CN-0JFT87-72211-154-0057		Working <input type="checkbox"/>
1	Avaya Desk Phone	SN-04GM38012127		Working <input type="checkbox"/>
				Working <input type="checkbox"/>
				Working <input type="checkbox"/>
				Working <input type="checkbox"/>

Parties involved:

FROM (Transferor Department): Williamson County Constable Pct. 3

Transferor - Elected Official/Department Head/Authorized Staff:

Theresa Lock
 Print Name

[Signature]
 Signature

1-12-17
 Date

Contact Person:
Theresa Lock
 Print Name

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 _____

Contact Person:
 Print Name _____

Date _____ Phone Number _____

RECEIVED

JAN 12 2017

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 the asset(s). A list of the (these) asset(s) to be donated or disposed of will be sent to the Auditor's Office with a date of donation or disposal.

Forward to County Auditor's Office

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

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

Williamson County

Asset Status Change Form

Print Form

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

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

Asset List:

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

Parties involved:

FROM (Transferor Department): DISTRICT ATTORNEY 440

Transferor - Elected Official/Department Head/Authorized Staff:

Grace Frias **GRACE FRIAS**
Print Name Print Name

Grace Frias 1-9-2017 512-943-1237
Signature Date Phone Number

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

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

RECEIVED
Print Name Print Name

JAN 11 2017
Signature Date Phone Number

**AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS**

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

Forward to County Auditor's Office

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

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

**WILLIAMSON COUNTY
ASSET STATUS CHANGE FORM**

DISTRICT ATTORNEY
ATTACHMENT "A"

<u>Asset List for Auction</u>	<u>Condition</u>
1. Nine (9) rolling desk chairs of various colors and styles.....	non-functional
2. Three (3) metal, 2 drawer cabinets, tan in color – approx. 30 inches tall.....	functional
3. One (1) small wooden computer station	non-functional
4. Various metal shelving components, grey in color	unknown
5. One (1) 6-door metal file cabinet, tan in color – approx. 6 feet tall.....	functional
6. One (1) 5-door metal cabinet, brown and green in color – approx. 5 feet tall...	functional
7. One (1) 5-door metal cabinet, tan in color – approx. 6 1/2 feet tall.....	functional
8. One (1) GE 42 cup coffee maker.....	unknown
9. Two (2) Lucent Desk Telephones, serial # 97A550000879.....	unknown
989T33007540.....	unknown
10. One (1) HP Photosmart Premium Series C309 – serial # MY02M67284.....	unknown
11. One (1) Lexmark E260dn Laser Printer, serial # 728DPER	non-functional
12. Two (2) Mister Coffee, coffee makers /pots	unknown
13. Three (3) stationary chairs blue/grey in color.....	functional
14. Two (2) toner cartridges, FO-47DR & FO-50ND (in box).....	unknown
15. One (1) Galaxy box fan	non-functional
16. One (1) wooden table, approx. 5 feet long.....	functional
17. One (1) Pyramid Quartz Wall Clock.....	non-functional
18. One (1) Logitech Keyboard , C/N # 01733.....	unknown
19. One (1) Fabricated 3 Ft by 3 Ft mail slot box.....	Functional

Williamson County

Asset Status Change Form

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

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

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
8	CABINET,GRAY STEEL, 11 DRAWER			Working
1	DESK,GREEN METAL, 6 DRAWER			Working
1	BOARD, DRY ERASE, 3X2			Working
2	BOXES OF USED OFFICE SUPPLIES			Working

Parties involved:

FROM (Transferor Department): FLEET SERVICES / 882

Transferor - Elected Official/Department Head/ Authorized Staff:

EDWARD POSPISIL
 Print Name

Edward Pospisil
 Signature

Contact Person:

SAME
 Print Name

+1 (512) 943-3343
 Date Phone Number

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

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

RECEIVED

JAN 12 2017

AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

Print Name _____ Print Name _____

Signature _____ Date _____ Phone Number _____

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

Forward to County Auditor's Office

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

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

Commissioners Court - Regular Session

10.

Meeting Date: 01/24/2017

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 (2) Second chance Front Ballistic Vest Panel through inter-departmental transfer, (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

County Judge Exec Asst.

Form Started By: Jayme Jasso

Final Approval Date: 01/17/2017

Reviewed By

Wendy Coco

Date

01/17/2017 11:44 AM

Started On: 01/17/2017 11:35 AM

Williamson County Asset Status Change Form

Print Form

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

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

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Second Chance Front Ballistic Vest Panel	20352485		Working
1	Second Chance Rear Ballistic Vest Panel	20352484		Working

Parties involved:

FROM (Transferor Department): Constable Pct 4

Transferor - Elected Official/Department Head/ Authorized Staff:

Mark Birchard

Print Name

Signature

January 11, 2017

Date

Contact Person:

Mark Birchard

Print Name

Phone Number

512-352-41

TO (Transferee Department/Auction/Trade-in/Donee): Constable Pct 1

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

Hoby R. Smith

Print Name

Signature

1/12/17

Date

Contact Person:

RECEIVED

Print Name

Phone Number

JAN 12 2017

AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

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Forward to County Auditor's Office

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

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

Commissioners Court - Regular Session

11.

Meeting Date: 01/24/2017

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 document for details.

Fiscal Impact

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

Attachments

[Comp Items](#)

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Tara Raymore

Final Approval Date: 01/19/2017

Reviewed By

Wendy Coco

Date

01/19/2017 08:40 AM

Started On: 01/18/2017 06:18 PM

Department	PCN	EE ID	Budget Amount	*Requested	Change Amount	% Change	Reason for Change	Salaries Transfer	Earliest Oracle Effective Date
Building Maintenance	0226	12081	\$40,360.96	\$41,773.60	\$1,412.64	3.50%	Merit	Unallocated	1/13/2017
County Judge	0714	10959	\$81,067.48	\$82,299.71	\$1,232.23	1.52%	Merit	Unallocated	1/13/2017
Tax Assessor/Collector	9993	13930	\$14.14	\$14.43	\$0.29	2%	Update to minimum pay B grade chart P/T Hourly	Unallocated	1/13/2017
Animal Services	0205	13905	\$24,164.50	\$24,647.79	\$483.29	2%	Update to minimum pay B grade chart	Unallocated	1/13/2017
Animal Services	0217	13790	\$34,109.15	\$34,791.27	\$682.12	2%	Update to minimum pay B grade chart	Unallocated	1/13/2017
Fleet Services	0919	13807	\$35,838.40	\$36,547.38	\$708.98	2%	Update to minimum pay B grade chart	Unallocated	1/13/2017
Unified Road Systems	9996	2758	\$20.99	\$21.41	\$0.42	2%	Update to minimum pay B grade chart P/T Hourly	Unallocated	1/13/2017
Truancy Program JP3	9969	13596	\$15.00	\$15.15	\$0.15	1%	Update to minimum pay B grade chart P/T Hourly	Unallocated	1/13/2017
Animal Services	9988	13848	\$13.49	\$13.73	\$0.24	2%	Update to minimum pay B grade chart P/T Hourly	Unallocated	1/13/2017
Animal Services	9980	14048	\$11.62	\$11.85	\$0.23	2%	Update to minimum pay B grade chart P/T Hourly	Unallocated	1/13/2017
Animal Services	9990	14059	\$11.62	\$11.85	\$0.23	2%	Update to minimum pay B grade chart P/T Hourly	Unallocated	1/13/2017
Animal Services	9982	13921	\$13.46	\$13.73	\$0.27	2%	Update to minimum pay B grade chart P/T Hourly	Unallocated	1/13/2017
Animal Services	9995	13939	\$13.46	\$13.73	\$0.27	2%	Update to minimum pay B grade chart P/T Hourly	Unallocated	1/13/2017
Animal Services	9991	13951	\$11.62	\$11.85	\$0.23	2%	Update to minimum pay B grade chart P/T Hourly	Unallocated	1/13/2017

*Amount may vary slightly due to Oracle rounding

Commissioners Court - Regular Session

12.

Meeting Date: 01/24/2017

Appointment

Submitted For: Cynthia Long

Submitted By: Kathy Pierce, Commissioner Pct. #2

Department: Commissioner Pct. #2

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on reappointment of Kathryn H. Castellanos to the ESD #11 board of directors for a term effective January 1, 2017 to December 31, 2018.

Background

Fiscal Impact

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

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Kathy Pierce

Final Approval Date: 01/11/2017

Reviewed By

Wendy Coco

Date

01/11/2017 10:58 AM

Started On: 01/10/2017 04:47 PM

Commissioners Court - Regular Session

13.

Meeting Date: 01/24/2017

James Baker ESD 4

Submitted For: Cynthia Long

Submitted By: Kathy Pierce, Commissioner Pct. #2

Department: Commissioner Pct. #2

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on the reappointment of James Baker to the ESD 4 Board of Directors for a two year term effective January 1, 2017 to December 31, 2018.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Kathy Pierce

Final Approval Date: 01/19/2017

Reviewed By

Wendy Coco

Date

01/19/2017 08:40 AM

Started On: 01/18/2017 05:31 PM

Commissioners Court - Regular Session

14.

Meeting Date: 01/24/2017

Dan Clark ESD 4

Submitted For: Cynthia Long

Submitted By: Kathy Pierce, Commissioner Pct. #2

Department: Commissioner Pct. #2

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on the reappointment of Dan Clark to the ESD 4 Board of Directors for a two year term effective January 1, 2017 to December 31, 2018.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Kathy Pierce

Final Approval Date: 01/19/2017

Reviewed By

Wendy Coco

Date

01/19/2017 08:40 AM

Started On: 01/18/2017 05:35 PM

Commissioners Court - Regular Session

15.

Meeting Date: 01/24/2017

Michael Airhart ESD 12

Submitted For: Cynthia Long

Submitted By: Kathy Pierce, Commissioner Pct. #2

Department: Commissioner Pct. #2

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on the reappointment of Michael Airhart to the ESD 12 Board of Directors for a two year term effective January 1, 2017 to December 31, 2018.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Kathy Pierce

Final Approval Date: 01/19/2017

Reviewed By

Wendy Coco

Date

01/19/2017 08:40 AM

Started On: 01/18/2017 05:38 PM

Commissioners Court - Regular Session

16.

Meeting Date: 01/24/2017

Steven Ihnen ESD 12

Submitted For: Cynthia Long

Submitted By: Kathy Pierce, Commissioner Pct. #2

Department: Commissioner Pct. #2

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on reappointment of Steven Ihnen to the ESD 12 Board of Directors for a two year term effective January 1, 2017 to December 31, 2018.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Kathy Pierce

Final Approval Date: 01/19/2017

Reviewed By

Wendy Coco

Date

01/19/2017 08:40 AM

Started On: 01/18/2017 05:42 PM

Commissioners Court - Regular Session

17.

Meeting Date: 01/24/2017

Report

Submitted By: Hoby Smith, Constable Pct. #1

Department: Constable Pct. #1

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take any appropriate action regarding acceptance of 2016 Racial Profiling Report pursuant to Art. 2.133 & 2.134 of the Tex. Code of Crim. Proc. from Constable's Office, Pct. 1.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Racial Profiling Report - 2016

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Hoby Smith

Final Approval Date: 01/19/2017

Reviewed By

Wendy Coco

Date

01/19/2017 08:39 AM

Started On: 01/18/2017 04:04 PM



Williamson County Precinct 1
1801 E. Old Settlers Blvd #105
Round Rock, TX 78664
Office (512)244-8650 / Fax (512) 244-8662



CONSTABLE VINNIE CHERRONE

Chief Deputy Hoby Smith

Date: January 18, 2017

From: Vincent Cherrone, Constable Precinct One

Re: Racial Profiling Report to Williamson County Commissioner's Court

This report is furnished to the Williamson County Commissioner's Court in compliance with the Texas Code of Criminal Procedures (TCCP) Article(s) 2.131-2.138.

A comparative analysis of the information compiled under TCCP Art. 2.131-2.138 is provided. The data collected is required documentation of public contacts for the calendar year 2016. These public contacts were made by traffic stops or pedestrian stops and were detained by probable cause or reasonable suspicion for an alleged offense.

A total of 26 stops conducted, of those stops:

- 2 African American
- 4 Asian
- 19 Caucasian
- 1 Hispanic
- 0 Middle Eastern
- 0 Native American

Upon analysis of this report it is my determination no officer employed by this office has engaged in racial profiling.

Respectfully submitted,

A handwritten signature in blue ink that reads "Vincent Cherrone".

Vincent Cherrone
Constable
Precinct One

Tier 1 State Report

Date Range: 01/01/2016 00:00:00 - 12/31/2016 23:59:59

PARTIAL EXEMPTION RACIAL PROFILING REPORTING (TIER 1)

INSTRUCTIONS: Please fill out all boxes. If zero, use 0.

1. Total on line 4, 11, 14 and 17 must be equal
2. Total on line 20 must equal line 15

AGENCY NAME: WILLIAMSON COUNTY CONSTABLE PRECINCT 1

Number of motor vehicle stops (mark only 1 category per vehicle stop):

1. 25 Citation Only
2. 1 Arrest Only
3. 0 Both

4. 26 (Total of 1-3)

Race or Ethnicity (mark only 1 category per vehicle stop):

5. 2 African
6. 4 Asian
7. 19 Caucasian
8. 1 Hispanic
9. 0 Middle Eastern
10. 0 Native American

11. 26 (Total of 5-10, must be the same as #4)

Race or Ethnicity known prior to stop?

12. 0 Yes
13. 26 No

14. 26 (Total of 12-13, must be the same as #4 and #11)

Search Conducted?

15. 0 Yes
16. 26 No

17. 26 (Total of 15-16, must be the same as #4, #11, and #14 above)

Was search consented?

18. 0 Yes
19. 0 No

20. 0 (Total, must equal #15)

Racial Profiling Report (All)

Date Range: 01/01/2016 - 12/31/2016

		Male	Female	African American	White	Hispanic	Asian	Native American	Middle Eastern	Race Known Prior to Stop
TYPE OF STOP	Motor Vehicle	53	35	11	64	3	9	1	0	0
	Motorist Assistance	0	1	0	1	0	0	0	0	0
	Field Contact	0	0	0	0	0	0	0	0	0
	Passenger	0	0	0	0	0	0	0	0	0
	Bicyclist	0	0	0	0	0	0	0	0	0

		Male	Female	African American	White	Hispanic	Asian	Native American	Middle Eastern	Race Known Prior to Stop
REASON FOR STOP	Traffic Violation	20	11	5	20	2	3	1	0	0
	Unsafe Lane Change	4	3	0	6	0	1	0	0	0
	Penal Code Violation	0	0	0	0	0	0	0	0	0
	Call For Service	2	0	0	2	0	0	0	0	0
	Traffic/Equipment	1	0	0	1	0	0	0	0	0
	Ran Red Light	11	5	0	13	1	2	0	0	0
	Other	2	1	0	2	0	1	0	0	0
	Speeding	17	22	6	30	0	3	0	0	0
	MVI	3	0	2	1	0	0	0	0	0
	N/A	0	0	0	0	0	0	0	0	0

		Male	Female	African American	White	Hispanic	Asian	Native American	Middle Eastern	Race Known Prior to Stop
SEARCH CONDUCTED	NA	2	0	0	2	0	0	0	0	0
	Driver Searched	2	0	0	2	0	0	0	0	0
	Passenger Searched	0	0	0	0	0	0	0	0	0
	Vehicle Searched	2	0	0	2	0	0	0	0	0
	Property Searched	0	0	0	0	0	0	0	0	0
	No Search	49	37	11	62	3	9	1	0	0

		Male	Female	African American	White	Hispanic	Asian	Native American	Middle Eastern	Race Known Prior to Stop
SEARCH AUTHORITY	Probable Cause	0	0	0	0	0	0	0	0	0
	Odor	0	0	0	0	0	0	0	0	0
	Dog Alert	0	0	0	0	0	0	0	0	0
	Incident to Arrest	1	0	0	1	0	0	0	0	0
	Plain View	0	0	0	0	0	0	0	0	0
	Tow/Inventory	0	0	0	0	0	0	0	0	0
	Consent	0	0	0	0	0	0	0	0	0
	Reasonable Suspicion	0	0	0	0	0	0	0	0	0

Racial Profiling Report (All)

Date Range: 01/01/2016 - 12/31/2016

		Male	Female	African American	White	Hispanic	Asian	Native American	Middle Eastern	Race Known Prior to Stop
CONTRABAND FOUND	N/A	39	32	8	57	0	6	0	0	0
	Cocaine	0	0	0	0	0	0	0	0	0
	Currency	0	0	0	0	0	0	0	0	0
	None	1	0	0	1	0	0	0	0	0
	Dangerous Drugs	0	0	0	0	0	0	0	0	0
	Stolen Property	0	0	0	0	0	0	0	0	0
	Marijuana	0	0	0	0	0	0	0	0	0
	Weapons	0	0	0	0	0	0	0	0	0
	Other	0	0	0	0	0	0	0	0	0
	Alcohol	0	0	0	0	0	0	0	0	0

		Male	Female	African American	White	Hispanic	Asian	Native American	Middle Eastern	Race Known Prior to Stop
RESULT OF STOP	Advice/Warning	38	25	9	46	2	5	1	0	0
	Field Contact	0	1	0	1	0	0	0	0	0
	Citation	14	11	2	18	1	4	0	0	0
	Report	0	0	0	0	0	0	0	0	0
	Arrest	1	0	0	1	0	0	0	0	0

		Male	Female	African American	White	Hispanic	Asian	Native American	Middle Eastern	Race Known Prior to Stop
CHARGE	Warrant	0	0	0	0	0	0	0	0	0
	Property Crime	0	0	0	0	0	0	0	0	0
	Crime of Violence	0	0	0	0	0	0	0	0	0
	Traffic Violation	15	11	3	18	1	4	0	0	0
	DWI	0	0	0	0	0	0	0	0	0
	Not Charged	30	22	6	43	0	3	0	0	0
	Drug Violation	0	0	0	0	0	0	0	0	0

		Male	Female	African American	White	Hispanic	Asian	Native American	Middle Eastern	Race Known Prior to Stop
LOCATION	District 1	0	0	0	0	0	0	0	0	0
	District 2	0	0	0	0	0	0	0	0	0
	District 3	0	0	0	0	0	0	0	0	0
	District 4	0	0	0	0	0	0	0	0	0
	State Highway	0	0	0	0	0	0	0	0	0
	Residential	1	0	0	0	0	0	1	0	0
	Business	0	0	0	0	0	0	0	0	0

Commissioners Court - Regular Session

18.

Meeting Date: 01/24/2017

Geotechnical Engineering for the Williamson County Regional Animal Shelter

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. 1 under Williamson County Contract for Engineering Services between Balcones Geotechnical, PLLC and Williamson County dated December 01, 2016 for Geotechnical Engineering for the Williamson County Regional Animal Shelter for Williamson County Facilities.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

1602-057-3 Animal Shelter - Geotech - Balcones WA#1

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Sarah Ramos

Final Approval Date: 01/19/2017

Reviewed By

Wendy Coco

Date

01/19/2017 08:39 AM

Started On: 01/18/2017 10:48 AM

WORK AUTHORIZATION NO. 1

PROJECT: Geotechnical Engineering for the Williamson County Reginal Animal Shelter – RFQ 1602-057-3

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated **December 01, 2016** and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Balcones Geotechnical, PLLC** (the "Engineer").

Part 1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is **\$20,000.00.**

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 **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:

Balcones Geotechnical, PLLC

By: 
Signature

John A. Wooley
Printed Name

Principal
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

Attachment A - Services to be Provided by County

Williamson County will provide a Project Manager and any requested data that is in the County's control.

Attachment B - Services to be Provided by Engineer

Submitted herewith is our proposal to perform a geotechnical investigation for the above referenced project. 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, Balcones Geotechnical 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**. We 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 WILCO 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, Balcones 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.

Attachment C - Work 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.

Attachment D - Fee Schedule

Cost Estimate

Based on the scope of work outlined above we propose to 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	<u>\$ 2,950.00</u>
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

Commissioners Court - Regular Session

19.

Meeting Date: 01/24/2017

Raba Kistner Geotechnical Engineering for River Ranch Park Phase I 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. 1 under Williamson County Contract for Engineering Services between Raba Kistner Consultants, Inc. and Williamson County dated December 01, 2016 for River Ranch Park Phase I Improvements for Williamson County Road and Bridge.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

1602-057-2 Parks & Rec - Raba - WA#1

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Sarah Ramos

Final Approval Date: 01/19/2017

Reviewed By

Wendy Coco

Date

01/19/2017 08:39 AM

Started On: 01/18/2017 11:09 AM

WORK AUTHORIZATION NO. 1

PROJECT: River Ranch Park Phase I Improvements

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated **December 01, 2016** and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Raba Kistner Consultants, Inc.** (the "Engineer").

Part 1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is **\$16,681.00.**

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 **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:

Raba Kistner Consultants, Inc.

By: 
Signature

Gabriel Ornelas, Jr., P.E.

Printed Name

Vice 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 Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

Attachment A - Services to be Provided by County

1. County will direct type of services to be provided.
2. County will provide timely reviews and decisions necessary to enable Raba Kistner to maintain an agreed upon project schedule as developed in attached Attachment C.
3. County will provide points of contact, to be identified upon Notice to Proceed.
4. County will provide project management.

Attachment B - Services to be Provided by Engineer

Project Description

The project being considered is the development of a county park located off of County Road 279 in Williamson County, Texas. The project will consist of roadways comprised of asphaltic paving and all-weather, "caliche"-type roads. We understand that 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. We also understand that the bathrooms will require an on-site sewage system that may include septic drain fields.

Field Study

We recommend drilling a total of eighteen (18) borings to a depth of 10 ft below the existing ground surface. The borings have been 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. Our 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 Design Work Shop, we understand 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. For the purpose of this proposal, we have assumed that a minimum of four (4) infiltration tests will be performed.

The infiltration testing will be performed with an Amoozometer 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 our staff of engineers and geologists. The results of our 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, we 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.

Attachment C - Work Schedule

Raba Kistner Consultants, Inc. shall provide a work schedule for the assigned tasks. Work shall begin immediately upon receipt of agreement between County and Raba Kistner Consultants, Inc. on the work schedule and authorization to proceed on assigned services.

Attachment D - Fee Schedule

See Attached

Infiltration

ESTIMATE WORKSHEET FOR:

River Ranch County Park Phase I

Notes:

Geologic Formation: Fred

PROPOSAL NO: PAA16-095-00

CLIENT:

Dale Butler
Williamson County
3101 SE Inner Loop
Georgetown, Texas 78626

	Number	Depth	Soil	Rock	Soil	Rock
Struc					0	0
Roads					0	0
					0	0
					0	0
					0	0
					0	0
Totals	0	0			0	0

Drilling Operations

	QUANTITY	UNIT PRICE	TOTAL	
Mobilization of Drill Rig (Min Charge)	_____ mile	\$4.00	\$0.00	
Rock Augering (soil)	0 l.f.	\$16.00	\$0.00	
Rock Augering (soft rock)	0 l.f.	\$19.00	\$0.00	
Nx Core Drilling - (Soft Rock)	0 l.f.	\$32.00	\$0.00	
Nx Core Drilling - (Hard Rock)	0 l.f.	\$42.00	\$0.00	
Wet Rotary	0 l.f.	\$21.00	\$0.00	
Field Penetrations	SPT 0 ea.	\$22.00	\$0.00	
	THD 0 ea.	\$26.00	\$0.00	
Shelby Tubes	0 units	\$22.00	\$0.00	
Grout Backfill	0 ft	\$3.25	\$0.00	
Driller Standby	0 hrs.	\$225.00	\$0.00	
		Total	\$0.00	Percent of
		10% Markup	\$0.00	Total
		Drilling Subtotal:	\$0.00	0.0%

STAKING/LOGGING/COORDINATION/Measuring

Staking (EIT)	_____ hrs.	\$90.00	\$0.00	
Logging (Geologist)	_____ hrs.	\$110.00	\$0.00	
Logging (Engineering Tech)	_____ hrs.	\$60.00	\$0.00	
Engineer in Training	16 hrs.	\$90.00	\$1,440.00	
CMT Technician	_____ hrs.	\$50.00	\$0.00	Technician to collect
Vehicle Truck Charge	2 day	\$57.20	\$114.40	
		Logging Subtotal:	\$1,554.40	74%

LABORATORY TESTS

	QUANTITY	UNIT PRICE	TOTAL	
Atterberg Limits	0 ea.	\$83.00	\$0.00	
Moisture Content (at 5 ft intervals)	0 ea.	\$13.00	\$0.00	
Minus 200-mesh Sieve	0 ea.	\$56.00	\$0.00	
Unconfined Compression (Soil)	0 ea.	\$43.00	\$0.00	
Unconfined Compression (Rock)	0 ea.	\$51.00	\$0.00	
Hydrometer	0 ea.	\$273.00	\$0.00	
Sieve Analysis washed through No. 40	0 ea.	\$56.00	\$0.00	
Sieve Analysis washed through No. 200	0 ea.	\$83.00	\$0.00	
Moisture/Density Test Only	0 ea.	\$254.80	\$0.00	
CBR(M/D with 3 Specimen)	0 ea.	\$791.00	\$0.00	
Permeability + Remolding	_____ ea.	\$0.00	\$0.00	
In-Place Nuclear Density Testing	0 ea.	\$25.00	\$0.00	
Asphaltic Concrete Extraction, Bitument, Aggregates, Sieve Analysi of Asphaltic Concrete, Molding Specimens,	0 ea.	\$459.00	\$0.00	
Laboratyr Density of Molded Speciment, & Rice Gravity	_____			
Laboratory Density Test - Asphalt Sample	0 ea.	\$51.00	\$0.00	
		Testing Subtotal:	\$0.00	0.00%

ENGINEERING AND REPORT	QUANTITY	UNIT PRICE	TOTAL
Principal	hrs.	\$200.00	\$0.00
Senior Engineer/Consultant	hrs.	\$200.00	\$0.00
Project Manager	hrs.	\$175.00	\$0.00
Project Engineer	2 hrs.	\$135.00	\$270.00
Engineer	hrs.	\$100.00	\$0.00
Engineer in Training	3 hrs.	\$90.00	\$269.60
Geotechnical Technician	hrs.	\$60.00	\$0.00
CADD Operator	hrs.	\$80.00	\$0.00
Clerical	hrs.	\$55.00	\$0.00
Geologist	hrs.	\$110.00	\$0.00
Environmental Scientist	hrs.	\$105.00	\$0.00
Lead Technician	hrs.	\$60.00	\$0.00
CMT Technician	hrs.	\$50.00	\$0.00
Archaeologist	hrs.	\$110.00	\$0.00
GIS	hrs.	\$90.00	\$0.00
			\$0.00
		Engineering Subtotal:	\$539.60 25.77%

Date Proposal Prepared: 9/19/2016

TOTAL: \$2,094.00

Form Revised by GO 1/11/2016
Williamson County 2015 Proposal

#DIV/0! per foot

Base Study

ESTIMATE WORKSHEET FOR:

River Ranch County Park Phase I

Notes:

Geologic Formation: Fred

PROPOSAL NO: PAA16-095-00

CLIENT:

Dale Butler
Williamson County
3101 SE Inner Loop
Georgetown, Texas 78626

	Number	Depth	Soil	Rock	Soil	Rock
Struc	6	15	5	10	30	60
Roads	12	10	10		120	0
					0	0
					0	0
					0	0
					0	0
Totals	18	25			150	60

Drilling Operations

	QUANTITY	UNIT PRICE	TOTAL	
Mobilization of Drill Rig (Min Charge)	60 mile	\$4.00	\$240.00	
Rock Augering (soil)	0 l.f.	\$16.00	\$0.00	
Rock Augering (soft rock)	150 l.f.	\$19.00	\$2,850.00	
Nx Core Drilling - (Soft Rock)	60 l.f.	\$32.00	\$1,920.00	
Nx Core Drilling - (Hard Rock)	0 l.f.	\$42.00	\$0.00	
Wet Rotary	0 l.f.	\$21.00	\$0.00	
Field Penetrations	SPT 0 ea.	\$22.00	\$0.00	
	THD 0 ea.	\$26.00	\$0.00	
Shelby Tubes	0 units	\$22.00	\$0.00	
Grout Backfill	0 ft	\$3.25	\$0.00	
Driller Standby	0 hrs.	\$225.00	\$0.00	
	Total		\$5,010.00	<i>Percent of</i>
	10% Markup		\$501.00	<i>Total</i>
	Drilling Subtotal:		\$5,511.00	37.8%

STAKING/LOGGING/COORDINATION/Measuring

Staking (EIT)	6 hrs.	\$90.00	\$540.00	
Logging (Geologist)	22 hrs.	\$110.00	\$2,420.00	
Logging (Engineering Tech)	0 hrs.	\$60.00	\$0.00	
Engineer in Training	hrs.	\$90.00	\$0.00	
CMT Technician	0 hrs.	\$50.00	\$0.00	
Vehicle Truck Charge	3 day	\$57.20	\$171.60	
	Logging Subtotal:		\$3,131.60	21%

LABORATORY TESTS

	QUANTITY	UNIT PRICE	TOTAL	
Atterberg Limits	10 ea.	\$83.00	\$830.00	
Moisture Content (at 5 ft intervals)	60 ea.	\$13.00	\$780.00	
Minus 200-mesh Sieve	10 ea.	\$56.00	\$560.00	
Unconfined Compression (Soil)	0 ea.	\$43.00	\$0.00	
Unconfined Compression (Rock)	0 ea.	\$51.00	\$0.00	
Hydrometer	0 ea.	\$273.00	\$0.00	
Sieve Analysis washed through No. 40	0 ea.	\$56.00	\$0.00	
Sieve Analysis washed through No. 200	0 ea.	\$83.00	\$0.00	
Moisture/Density Test Only	0 ea.	\$254.80	\$0.00	
CBR(M/D with 3 Specimen)	0 ea.	\$791.00	\$0.00	
Permeability + Remolding	ea.	\$0.00	\$0.00	
In-Place Nuclear Density Testing	0 ea.	\$25.00	\$0.00	
Asphaltic Concrete Extraction, Bitument, Aggregates, Sieve Analysi of Asphaltic Concrete, Molding Specimens, Laboratory Density of Molded Speciment, & Rice Gravity	0 ea.	\$459.00	\$0.00	
Laboratory Density Test - Asphalt Sample	0 ea.	\$51.00	\$0.00	
	Testing Subtotal:		\$2,170.00	14.88%

ENGINEERING AND REPORT

	QUANTITY	UNIT PRICE	TOTAL
Principal	hrs.	\$200.00	\$0.00
Senior Engineer/Consultant	0 hrs.	\$200.00	\$0.00
Project Manager	5 hrs.	\$175.00	\$875.00
Project Engineer	8 hrs.	\$135.00	\$1,080.00
Engineer	hrs.	\$100.00	\$0.00
Engineer in Training	16 hrs.	\$90.00	\$1,440.00
Geotechnical Technician	hrs.	\$60.00	\$0.00
CADD Operator	2 hrs.	\$80.00	\$160.00
Clerical	4 hrs.	\$55.00	\$219.40
Geologist	hrs.	\$110.00	\$0.00
Environmental Scientist	hrs.	\$105.00	\$0.00
Lead Technician	hrs.	\$60.00	\$0.00
CMT Technician	hrs.	\$50.00	\$0.00
Archaeologist	hrs.	\$110.00	\$0.00
GIS	hrs.	\$90.00	\$0.00
			\$0.00

Engineering Subtotal: **\$3,774.40** 25.88%

Date Proposal Prepared: 9/19/2016

TOTAL: \$14,587.00

Form Revised by GO 1/11/2016

Williamson County 2015 Proposal

\$69.46 per foot

Commissioners Court - Regular Session

20.

Meeting Date: 01/24/2017

Discuss consider and take appropriate action on approval of the revised plat for the High View Meadow Lot 6 subdivision - Pct 3

Submitted For: Terron Evertson

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 revised plat for the High View Meadow Lot 6 Subdivision - Pct 3

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Lot 6 High View Meadow

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Katheryn Cromwell

Final Approval Date: 01/19/2017

Reviewed By

Wendy Coco

Date

01/19/2017 08:39 AM

Started On: 01/18/2017 02:21 PM

OWNER'S DEDICATION
STATE OF TEXAS §
COUNTY OF WILLIAMSON §

RE-PLAT OF LOT 6 HIGH VIEW MEADOW

KNOW ALL MEN BY THESE PRESENTS:

I, ADAM M. WADE, OWNER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2005030859 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THE CERTAIN TRACT OF LAND, AND DO HEREBY RE-PLAT SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE, AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS RE-PLAT OF LOT 6, HIGH VIEW MEADOW.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 12 DAY OF January, 2017.

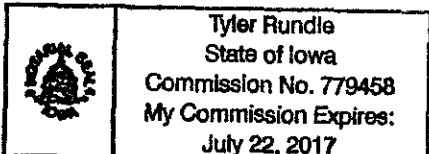
ADAM M. WADE
OWNER
4153 GREENBRIER DRIVE, BETTENDORF, IA. 52722

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 12 DAY OF January, 2017.

NOTARY PUBLIC, STATE OF TEXAS

Tyler Rundle
PRINTED NAME
MY COMMISSION EXPIRES: 7/22/2017



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.

ROADWAY CONSTRUCTION

IN APPROVING THIS PLAT BY THE COMMISSIONER'S COURT OF WILLIAMSON COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL ROADS, AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IS THE RESPONSIBILITY OF THE OWNER(S) 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 COMMISSIONER'S COURT ASSUMES NO OBLIGATION TO BUILD ANY OF THE ROADS, OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT, OR OF CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. THE COUNTY WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE ROAD SYSTEM.

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 THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE ROADS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.

DEVELOPMENT NOTES

A DE FACTO CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION. THIS CERTIFICATE IS VALID UNTIL SUCH TIME AS FEMA REVISE 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 NAME AND 911 ADDRESS APPROVAL

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 18th DAY OF January, 2017 A.D.

WILLIAMSON COUNTY ADDRESSING COORDINATOR

Jerisa Bak

HEALTH DISTRICT APPROVAL

BASED UPON THE ABOVE 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 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 PLAT AND THE DOCUMENTS ASSOCIATED WITH IT.

Deborah L. Marlow, Red 1/11/2017
DATE
DIRECTOR, ENVIRONMENTAL HEALTH SERVICES, WCCHD

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

LEGAL DESCRIPTION

2.255 ACRES

THESE NOTES DESCRIBE THAT CERTAIN TRACT OF LAND SITUATED IN THE GEORGE W. GLASSCOCK SURVEY, ABSTRACT NO. 243 LOCATED IN WILLIAMSON COUNTY, TEXAS; SUBJECT TRACT BEING ALL OF A CALLED LOT 6 OF HIGH VIEW MEADOW CONVEYED IN A WARRANTY DEED FROM CHAD SJOLANDER, ET UX, TO ADAM WADE, DATED 4-6-2005 AND RECORDED IN DOCUMENT NO. 2005030859, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY (OPRWC); AND ALL OF A CALLED "0.039 ACRE TRACT" CONVEYED IN A GENERAL WARRANTY DEED FROM DUNCAN FOREST & WIFE DIANNA FOREST TO ADAM WADE, DATED 12-2-2016 AND RECORDED IN DOCUMENT NO. 2016114096, (OPRWC); BEING SURVEYED ON THE GROUND UNDER THE DIRECT SUPERVISION OF BRUCE LANE BRYAN, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4249, DURING THE MONTH OF DECEMBER, 2016; SUBJECT TRACT BEING MORE FULLY DESCRIBED AS FOLLOWS {BEARINGS AND COORDINATES DESCRIBED HEREIN ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD 83, 93 {ADJ.};

BEGINNING AT THE NORTHEAST CORNER OF SAID "0.039 ACRE" TRACT IN THE WEST MARGIN OF COUNTY ROAD NO. 251, FOUND A 16" HACKBERRY TREE (A STRONG MAGNETIC SIGNAL WAS RECEIVED INSIDE SAID TREE) AT THE SAME CORNER;

THENCE SOUTH 21° 04' 28" EAST WITH THE COMMON LINE OF SAID "0.039 ACRES" AND THE WEST MARGIN OF SAID COUNTY ROAD NO. 251, A DISTANCE OF 5.96 FEET TO A "MAG" NAIL SET AT THE EASTERNMOST CORNER OF SAID "0.039 ACRE" TRACT; FOUND A 1/2" IRON ROD AT THE SOUTHEAST CORNER OF A CALLED "14.97 ACRES" CONVEYED IN A WARRANTY DEED FROM VICTOR DAVIS & DAVID DAVIS TO DUNCAN FOREST & WIFE DIANNA FOREST, DATED 10-22-2002 AND RECORDED IN DOCUMENT NO. 2002082484, (OPRWC); BEARING SOUTH 21° 04' 28" EAST, 481.40 FEET;

THENCE SOUTH 67° 17' 05" WEST WITH THE SOUTH LINE OF SAID "0.039 ACRE"; GENERALLY WITH FENCE LINE, A DISTANCE OF 134.38 FEET TO A 1/2" IRON ROD SET (CAPPED "BRYAN TECHNICAL SERVICES") AT FENCE ANGLE, BEING AN EXTERIOR CORNER OF SUBJECT TRACT;

THENCE SOUTH 76° 14' 06" WEST WITH THE SOUTH LINE OF SAID "0.039 ACRE"; GENERALLY WITH FENCE LINE, A DISTANCE OF 67.84 FEET TO A 1/2" IRON ROD SET (CAPPED "BRYAN TECHNICAL SERVICES") AT FENCE ANGLE, BEING AN INTERIOR CORNER OF SUBJECT TRACT;

THENCE SOUTH 72° 43' 30" WEST WITH THE SOUTH LINE OF SAID "0.039 ACRE"; GENERALLY WITH FENCE LINE, A DISTANCE OF 54.08 FEET TO A 1/2" IRON ROD SET (CAPPED "BRYAN TECHNICAL SERVICES") AT THE INTERSECTION OF THE NORTH LINE OF SAID "14.97 ACRES" AND THE SOUTH LINE OF A CALLED LOT 6 OF HIGH VIEW MEADOW CONVEYED IN A WARRANTY DEED FROM CHAD SJOLANDER, ET UX, TO ADAM WADE, DATED 4-6-2006 AND RECORDED IN DOCUMENT NO. 2005030859, (OPRWC); AND BEING AN INTERIOR CORNER OF SUBJECT TRACT;

THENCE SOUTH 69° 27' 56" WEST WITH THE COMMON LINE OF SAID "LOT 6 OF HIGH VIEW MEADOW" AND SAID "14.97 ACRES"; GENERALLY WITH FENCE LINE, A DISTANCE OF 411.70 FEET TO A FOUND 1/2" IRON ROD, AT THE NORTHWEST CORNER OF SAID "14.97 ACRES"; SAME BEING THE SOUTHWEST CORNER OF SAID "LOT 6 OF HIGH VIEW MEADOW"; BEING THE SOUTHERNMOST CORNER OF SUBJECT TRACT;

THENCE NORTH 20° 47' 00" WEST WITH THE WEST LINE OF SAID "LOT 6 OF HIGH VIEW MEADOW"; A DISTANCE OF 148.87 FEET TO A FOUND 1/2" IRON ROD, AT THE NORTHWEST CORNER OF SAID "LOT 6 OF HIGH VIEW MEADOW"; SAME BEING THE SOUTHWEST CORNER OF A CALLED "LOT 5 OF HIGH VIEW MEADOW" CONVEYED IN A WARRANTY DEED FROM DUNCAN FOREST, ET AL, TO PATRICIA LYNN COUCH, DATED 10-5-2005 AND RECORDED IN DOCUMENT NO. 2005080551, (OPRWC); AND BEING THE WESTERNMOST CORNER OF SUBJECT TRACT;

THENCE NORTH 69° 21' 37" EAST WITH THE COMMON LINE OF SAID "LOT 6 OF HIGH VIEW MEADOW" AND "LOT 5 OF HIGH VIEW MEADOW"; A DISTANCE OF 857.09 FEET TO A FOUND 1/2" IRON ROD, AT THE NORTHEAST CORNER OF SAID "LOT 6 OF HIGH VIEW MEADOW"; SAME BEING THE SOUTHEAST CORNER OF SAID "LOT 5 OF HIGH VIEW MEADOW"; AND BEING THE NORTHERNMOST CORNER OF SUBJECT TRACT;

THENCE SOUTH 20° 51' 26" EAST WITH THE COMMON LINE OF SAID "LOT 6 OF HIGH VIEW MEADOW" AND WILLIAMSON COUNTY ROAD NO. 251, A DISTANCE OF 150.07 FEET TO A 1/2" IRON ROD SET (CAPPED "BRYAN TECHNICAL SERVICES") BEING IN THE SOUTH LINE OF SAID "LOT 6 OF HIGH VIEW MEADOW" AND IN THE NORTH LINE OF SAID "14.97 ACRES"; BEING AN INTERIOR CORNER OF SUBJECT TRACT;

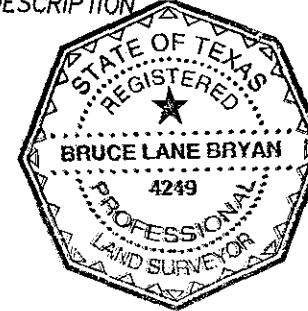
THENCE NORTH 69° 27' 56" EAST A DISTANCE OF 10.00 FEET TO THE PLACE OF BEGINNING CONTAINING ACCORDING TO THE DIMENSIONS HEREIN STATED AN AREA OF 2.255 ACRES OF LAND (99,932 SQUARE FEET).

THIS REPLAT IS SUBJECT TO ALL APPLICABLE RECORDED EASEMENTS AND RESTRICTIONS AND AS SET FORTH IN THE ORIGINAL PLAT OF HIGH VIEW MEADOW, AS RECORDED IN CABINET "O", SLIDE 170 IN THE PLAT RECORDS OF WILLIAMSON COUNTY.

PROFESSIONAL SURVEYOR'S CERTIFICATE

THE PLAT SHOWN HEREON IS A TRUE, CORRECT AND ACCURATE REPRESENTATION OF THE PROPERTY AS DETERMINED BY AN ON-THE-GROUND SURVEY. THERE ARE NO ENCROACHMENTS, CONFLICTS OR PROTRUSIONS, EXCEPT AS SHOWN HEREON, AND SAID PROPERTY HAS ACCESS TO AND FROM A DEDICATED ROADWAY. THE ATTACHED METES AND BOUNDS DESCRIPTION RESULTS IN A SATISFACTORY MATHEMATICAL CLOSURE.

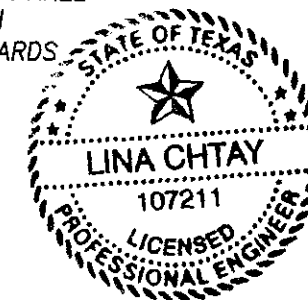
Bruce Lane Bryan
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4249
STATE OF TEXAS
TBPLS FIRM REGISTRATION NO. 10128500



PROFESSIONAL ENGINEER'S CERTIFICATION:

THAT I, LINA CHTAY, DO HEREBY CERTIFY THAT THE INFORMATION CONTAINED ON THIS PLAT COMPLIES WITH THE SUBDIVISION ORDINANCES ADOPTED BY WILLIAMSON COUNTY, TEXAS. THE PROPERTY DEPICTED HEREON IS NOT WITHIN A SPECIAL FLOOD HAZARD AREA AS DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY; THE FLOOD AREA BEING IDENTIFIED ON F.I.R.M. PANEL NO. 48491C0575E, EFFECTIVE DATE SEPTEMBER 26, 2008, LOCATED IN ZONE "X" (UNSHADED). THIS TRACT IS NOT LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE.

Lina Chtay 1-18-17
LINA CHTAY
LICENSED PROFESSIONAL ENGINEER NO. 107211 STATE OF TEXAS
BELTON ENGINEERING INC., TBPE FIRM REGISTRATION NO. F-13392



COUNTY JUDGE'S APPROVAL

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

KNOW ALL MEN BY THESE PRESENTS:

I, DAN A. GATTIS, COUNTY JUDGE OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS MAP 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 DATE _____
WILLIAMSON COUNTY, TEXAS

COUNTY CLERK'S CERTIFICATION

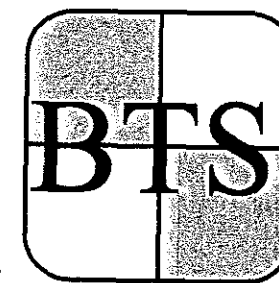
STATE OF TEXAS §
COUNTY OF WILLIAMSON §
KNOW ALL MEN BY THESE PRESENTS:

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

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

BY: _____, DEPUTY

BRYAN TECHNICAL SERVICES, INC.



911 NORTH MAIN
TAYLOR, TX 76754

PHONE: (512) 352-9090
FAX: (512) 352-9091

FIRM No. 10128500
surveying@austin.rr.com
www.bryantechanicalservices.com

NO.	DATE	REVISIONS	BY

DRAWN BY: BLB

CHECKED BY: BLB

APPROVED BY: BLB

PROJECT NO. 16-571

DATE: DECEMBER 6, 2016

Commissioners Court - Regular Session

21.

Meeting Date: 01/24/2017

Discuss consider and take appropriate action on approval of the preliminary plat for the Bellagio at Santa Rite Ranch subdivision - Pct 3

Submitted For: Terron Evertson

Submitted By: Patrick Hughes, Unified Road System

Department: Unified Road System

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approval of the preliminary plat for the Bellagio at Santa Rite Ranch subdivision - Pct 3.

Background

This is a simple plat to split off two large parcels totalling 154 acres. Each of these two parcels will be developed into single-family condominiums. Platting is required because this plat also includes an extension of Tierra Rosa Boulevard. Appropriate review fees have been paid.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

[Prelim Plat - Bellagio at Santa Rita Ranch](#)

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Patrick Hughes

Final Approval Date: 01/17/2017

Reviewed By

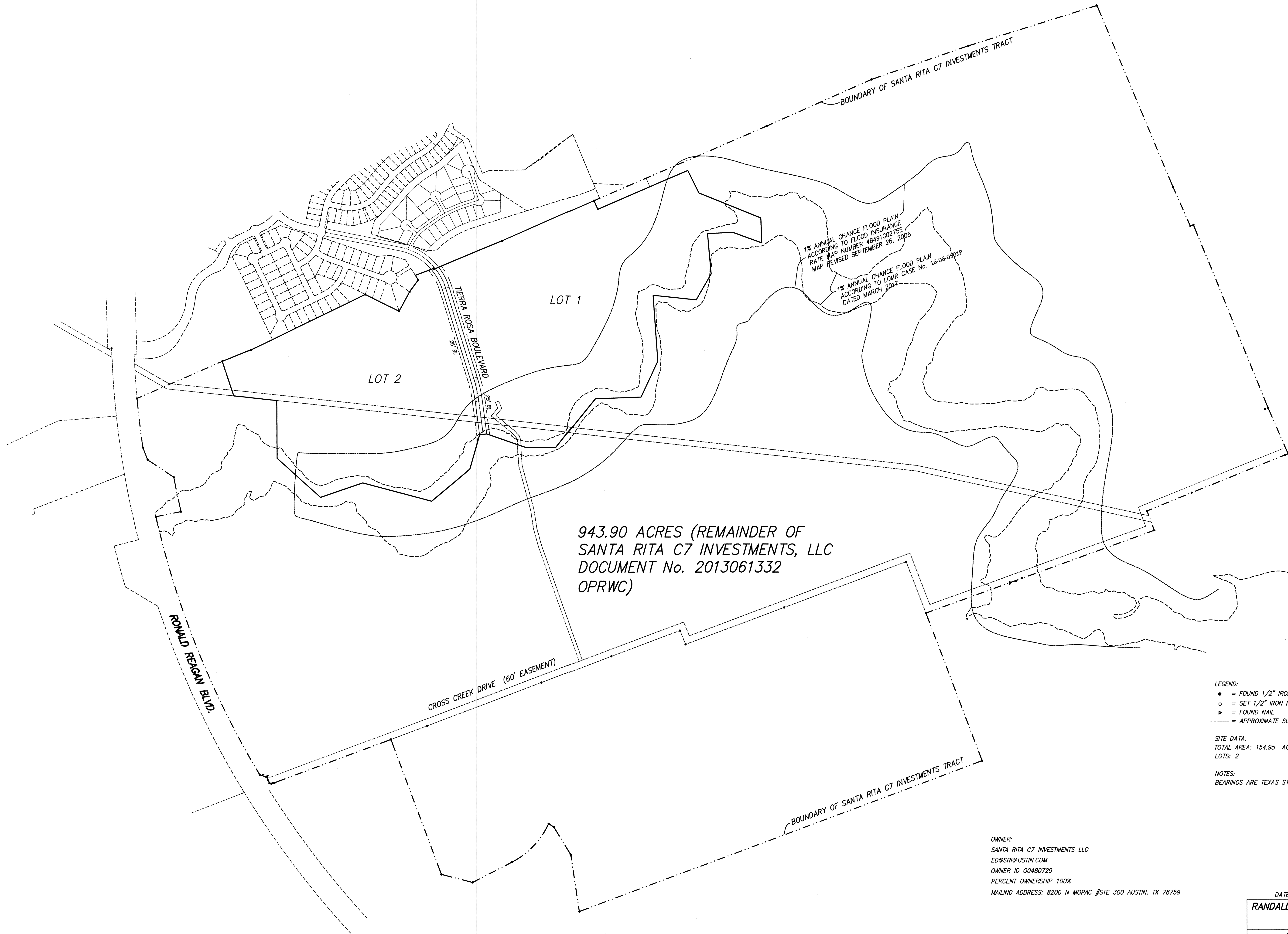
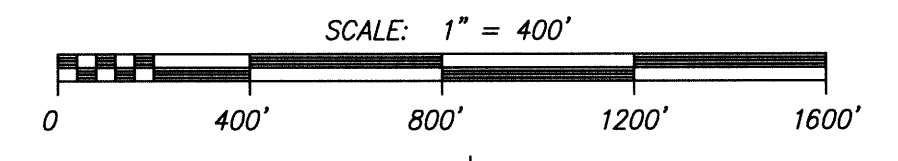
Wendy Coco

Date

01/17/2017 11:44 AM

Started On: 01/17/2017 08:30 AM

PRELIMINARY PLAT OF
BELLAGIO AT SANTA RITA RANCH
 (A PRIVATE SUBDIVISION)



1% ANNUAL CHANCE FLOOD PLAIN
 ACCORDING TO FLOOD INSURANCE
 RATE MAP NUMBER 48491C0275E
 MAP REVISED SEPTEMBER 26, 2008

1% ANNUAL CHANCE FLOOD PLAIN
 ACCORDING TO LOMR CASE No. 16-06-0591P
 DATED MARCH 2017

943.90 ACRES (REMAINDER OF
 SANTA RITA C7 INVESTMENTS, LLC
 DOCUMENT No. 2013061332
 OPRWC)

- LEGEND:
- = FOUND 1/2" IRON ROD
 - = SET 1/2" IRON ROD WITH RJ SURVEYING CAP
 - ▲ = FOUND NAIL
 - = APPROXIMATE SURVEY LINE

SITE DATA:
 TOTAL AREA: 154.95 ACRES
 LOTS: 2

NOTES:
 BEARINGS ARE TEXAS STATE PLANE CENTRAL ZONE NAD 83

OWNER:
 SANTA RITA C7 INVESTMENTS LLC
 ED@SRRAUSTIN.COM
 OWNER ID 00480729
 PERCENT OWNERSHIP 100%
 MAILING ADDRESS: 8200 N MOPAC #STE 300 AUSTIN, TX 78759



J. Kenneth Weigand (1/16/2017)
 J. KENNETH WEIGAND, RPLS 5741

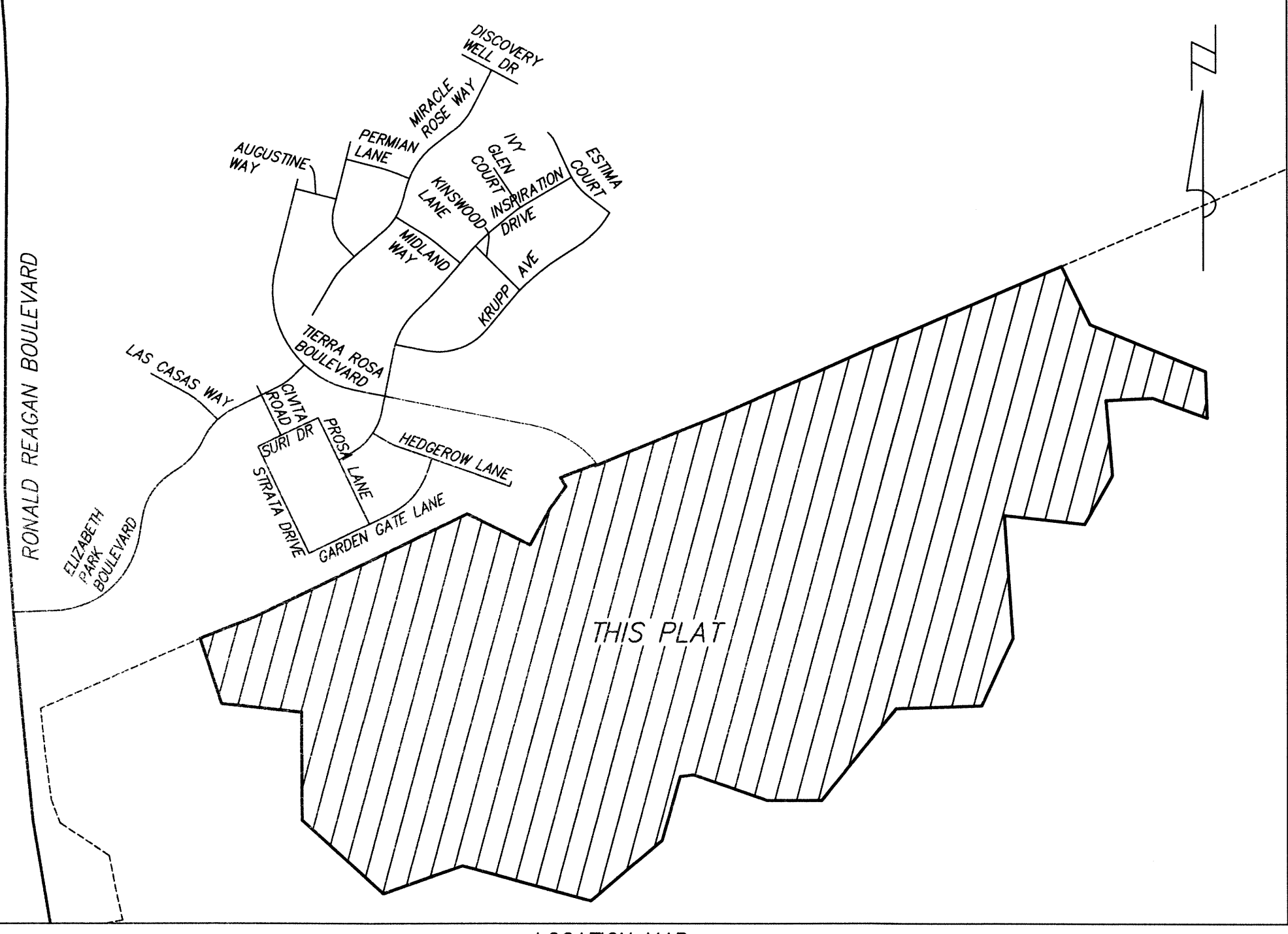
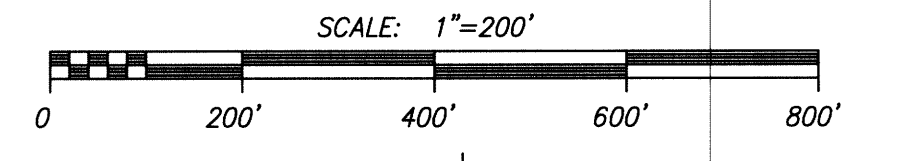
DATE: DEC. 15, 2016

RANDALL JONES & ASSOCIATES ENGINEERING, INC.
 2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664
 (512) 836-4793 FAX: (512) 836-4817 F-9784

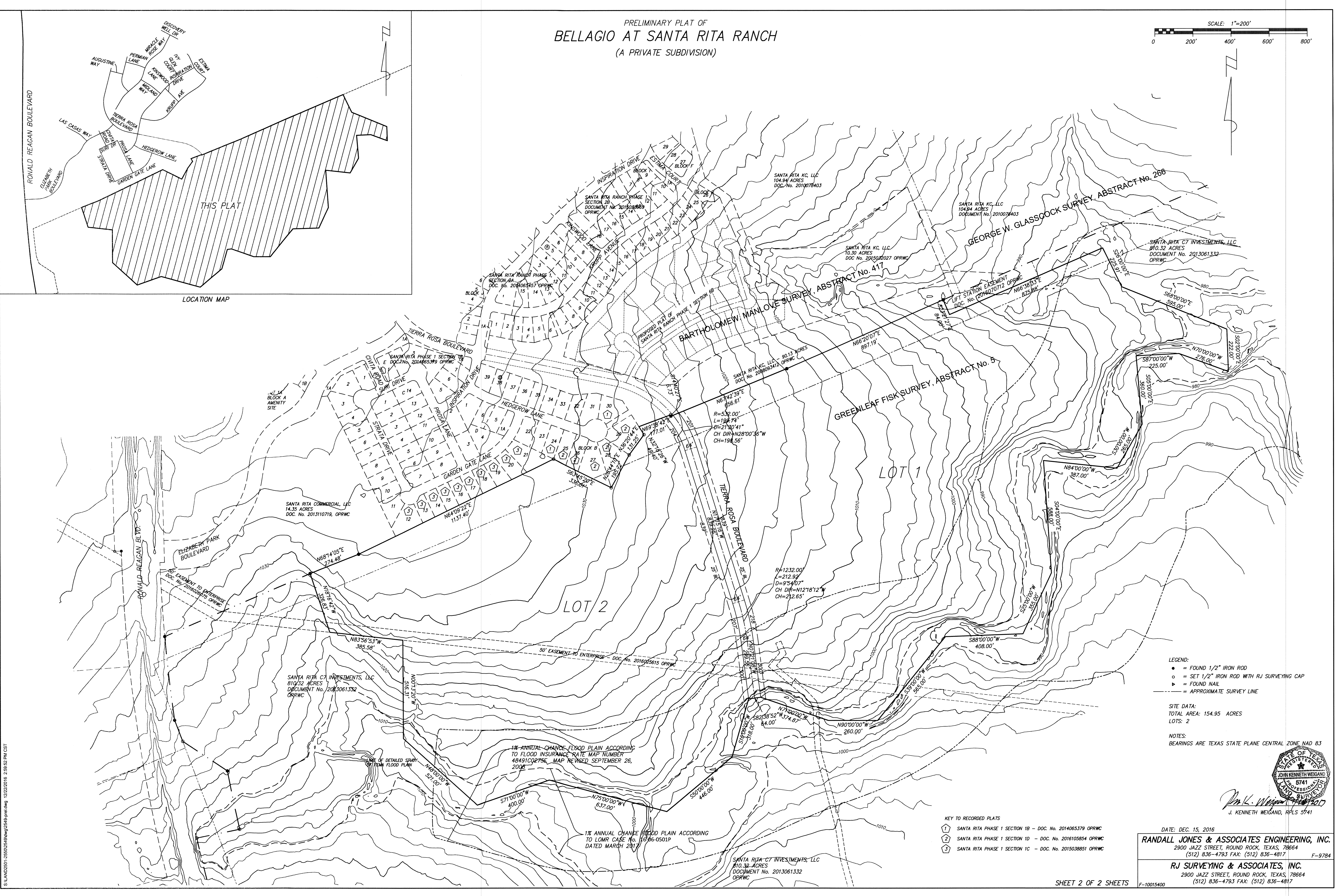
RJ SURVEYING & ASSOCIATES, INC.
 2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664
 (512) 836-4793 FAX: (512) 836-4817 F-10015400

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PRELIMINARY PLAT OF
BELLAGIO AT SANTA RITA RANCH
 (A PRIVATE SUBDIVISION)



LOCATION MAP



- LEGEND:**
- = FOUND 1/2" IRON ROD
 - = SET 1/2" IRON ROD WITH RJ SURVEYING CAP
 - ▲ = FOUND NAIL
 - = APPROXIMATE SURVEY LINE

SITE DATA:
 TOTAL AREA: 154.95 ACRES
 LOTS: 2

NOTES:
 BEARINGS ARE TEXAS STATE PLANE CENTRAL ZONE NAD 83

1% ANNUAL CHANCE FLOOD PLAIN ACCORDING TO FLOOD INSURANCE RATE MAP NUMBER 48491C0275E, MAP REVISED SEPTEMBER 26, 2008

1% ANNUAL CHANCE FLOOD PLAIN ACCORDING TO LOMR CASE No. 16-06-0501P DATED MARCH 2011

- KEY TO RECORDED PLATS**
- ① SANTA RITA PHASE 1 SECTION 1B - DOC. No. 2014065379 OPRWC
 - ② SANTA RITA PHASE 1 SECTION 1D - DOC. No. 2016105854 OPRWC
 - ③ SANTA RITA PHASE 1 SECTION 1C - DOC. No. 2015038851 OPRWC



John Kenneth Weigand
 J. KENNETH WEIGAND, RPLS 5741

DATE: DEC. 15, 2016

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Commissioners Court - Regular Session

22.

Meeting Date: 01/24/2017

Discuss consider and take appropriate action on approval of the preliminary plat for the Holl at Cole Drive Subdivision - Pct 2

Submitted For: Robert Daigh

Submitted By: Patrick Hughes, Unified Road System

Department: Unified Road System

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approval of the preliminary plat for the Holl at Cole Drive Subdivision - Pct 2.

Background

This is simple single-lot rural subdivision that is being platted in order to comply with the Williamson County Subdivision Regulations. The replat review fee has been paid.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

[Prelim Plat - Holl at Cole Drive Subdivision](#)

Form Review

Inbox

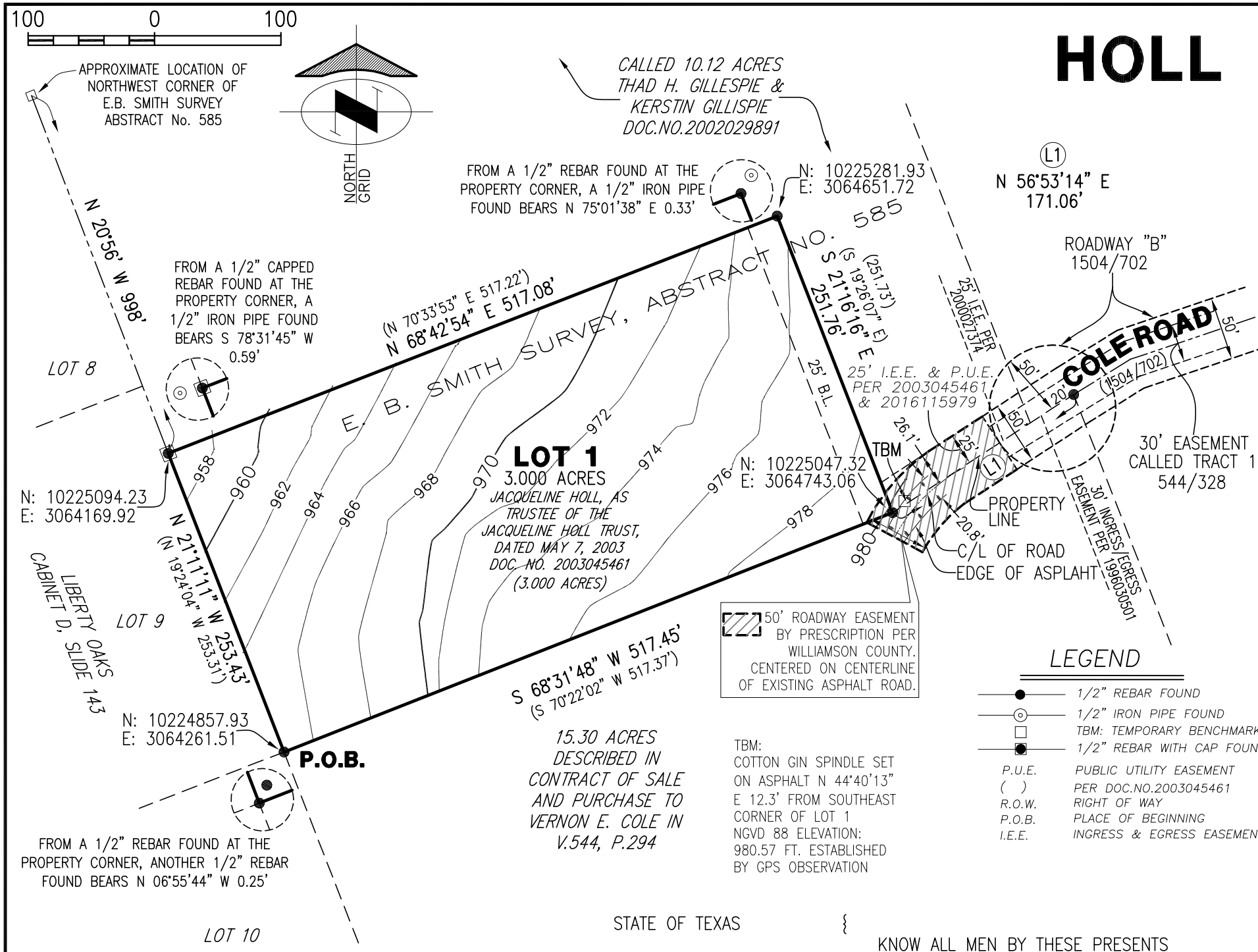
County Judge Exec Asst.
Form Started By: Patrick Hughes
Final Approval Date: 01/19/2017

Reviewed By

Wendy Coco

Date

01/19/2017 08:39 AM
Started On: 01/18/2017 04:26 PM



HOLL AT COLE DRIVE SUBDIVISION PRELIMINARY PLAT

DATE: DECEMBER, 2016

OWNER(S): JACQUELINE HOLL, AS TRUSTEE OF THE JACQUELINE HOLL TRUST, AND JACK M. HOLL, AS TRUSTEE OF THE JACK M. HOLL TRUST

ADDRESS: 5506 PRESTON FAIRWAYS DR. DALLAS, TX. 75252

ACREAGE: 3.000 ACRES

SURVEY: E.B. SMITH SURVEY, ABS. 585

NUMBER OF LOTS: 1 LOT

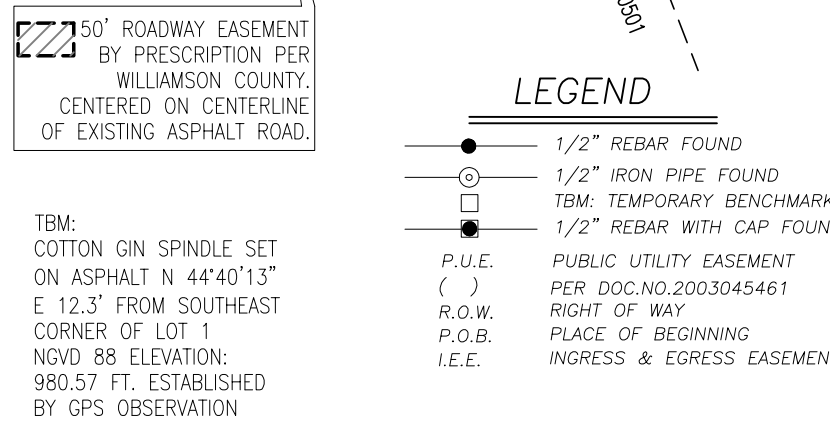
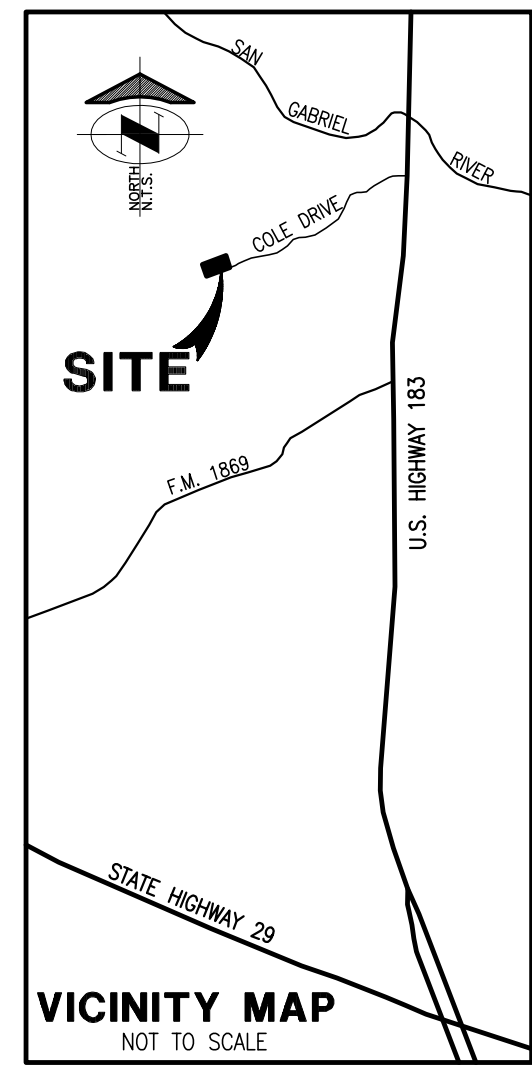
F.E.M.A. MAP NO.: 48491C0250E WILLIAMSON COUNTY, TEXAS

DATE: SEPTEMBER 26, 2008

SURVEYOR: B&G SURVEYING, LLC. 1404 W. NORTH LOOP BLVD. AUSTIN, TX. 78756 (512) 458-6969

GENERAL NOTES

- Lot 1 may not be further subdivided.
- Water service for each lot shall be provided by The City of Georgetown Water Utility.
- Wastewater service shall be provided by individual on-site septic systems approved by the Williamson County Health Department.
- The building of all streets, roads, and other public thoroughfares and any bridges or culverts necessary to be constructed or placed is the responsibility of the owners of the tract of land covered by this plat in accordance with the plans and specifications prescribed by Williamson County, Texas. Williamson County assumes any obligation to build any of the streets, roads, or other public thoroughfares shown on this plat or of constructing any of the bridges or drainage improvements in connection therewith. Williamson County assume any responsibility for drainage ways or easements in the subdivision, other than those draining or protecting the road system and streets in their respective jurisdictions.
- Williamson County does not assume any 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 of Williamson.
- On-Site Sewage Facilities must be designed by a Registered Professional Engineer or Registered Sanitarian.



STATE OF TEXAS {
COUNTY OF WILLIAMSON {

KNOW ALL MEN BY THESE PRESENTS

I, Jacqueline Holl, as Trustee of the Jacqueline Holl Trust, and Jack M. Holl, as Trustee of the Jack M. Holl Trust, owners of the certain tract of land shown hereon and described in deeds recorded in Document No. 2003045461 and 2003045462 of the Official Records of Williamson County, Texas, and do hereby subdivide, said tract as shown hereon, and do hereby consent to all plat note requirements shown hereon, and do hereby dedicate to the County of Williamson the streets, alleys, rights-of-way, easements and public places shown hereon for such public purposes as the County of Williamson may deem appropriate.

This subdivision is to be known as:
FINAL PLAT OF HOLL AT COLE DRIVE SUBDIVISION
TO CERTIFY WHICH, WITNESS by my hand this day ____ of _____, 2017.

Jacqueline Holl
5906 Preston Fairways Dr.
Dallas Texas 75252

STATE OF TEXAS {
COUNTY OF WILLIAMSON {

KNOW ALL MEN BY THESE PRESENTS

Before me, the undersigned authority, on this day personally appeared Jacqueline Holl, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed, in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL of office this day ____ of _____, 2017.

Notary Public in and for the State of Texas
My Commission expires on: _____

TO CERTIFY WHICH, WITNESS by my hand this day ____ of _____, 2017.

Jack M. Holl
5906 Preston Fairways Dr.
Dallas Texas 75252

STATE OF TEXAS {
COUNTY OF WILLIAMSON {

KNOW ALL MEN BY THESE PRESENTS

Before me, the undersigned authority, on this day personally appeared Jack M. Holl, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed, in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL of office this day ____ of _____, 2017.

Notary Public in and for the State of Texas
My Commission expires on: _____

STATE OF TEXAS {
COUNTY OF WILLIAMSON {

KNOW ALL MEN BY THESE PRESENTS

I, Victor M. Garza, Registered Professional Land Surveyor in the State of Texas, do hereby certify that this plat is true and correctly made from an actual survey made on the ground of the property legally described hereon, and that there are no apparent discrepancies, conflicts, overlapping of improvements, visible utility lines or roads in place, except as shown hereon.

No lot within this subdivision is encroached by any Special Flood Hazard Areas inundated by 100-year floods as identified by the Federal Emergency Management Agency Boundary Map (Flood Insurance Rate Map), 48491C0250E, effective date of September 26, 2008.

All easements of record are shown or noted on the plat (as found on the title policy G.F. No. 1637165-LBH)

TO CERTIFY WHICH, WITNESS my hand and seal at Austin, Travis County, Texas, this day 17 of January 2017.

Victor M. Garza
Victor M. Garza
Registered Professional Land Surveyor
No. 4740 State of Texas



WILLIAMSON COUNTY HEALTH DEPARTMENT

Based upon the above 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 Edward's 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 Health District and Williamson County disclaims any responsibility to any member of the public for independent verifications of the representation, factual or otherwise, contained in this plat and the documents associated with it.

Deborah L. Marlow, RS 050029596
Assistant Deputy Director
Environmental Health Services, WCCHD

WILLIAMSON COUNTY ADDRESSING COORDINATOR

Road Name and Address Assignments verified this the ____ day of _____, 2017 A.D.

Williamson County Addressing Coordinator

WILLIAMSON COUNTY HEALTH DEPARTMENT

Based upon the above 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 Edward's 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 Health District and Williamson County disclaims any responsibility to any member of the public for independent verifications of the representation, factual or otherwise, contained in this plat and the documents associated with it.

Deborah L. Marlow, RS 050029596
Assistant Deputy Director
Environmental Health Services, WCCHD

WILLIAMSON COUNTY JUDGE APPROVAL

STATE OF TEXAS {
COUNTY OF WILLIAMSON {

KNOW ALL MEN BY THESE PRESENTS

I, DAN A. GATTIS, County Judge of Williamson County, Texas, do hereby certify that this map or plat, with field notes hereon, that a subdivision having been fully presented to the Commissioners' Court of Williamson county, Texas, and by the said Court duly considered, were on this day approved and plat is authorized to be registered and recorded in the proper records of the County Clerk of Williamson County Texas.

Dan A. Gattis, County Judge
Date

STATE OF TEXAS {
COUNTY OF WILLIAMSON {

KNOW ALL MEN BY THESE PRESENTS

I, Nancy E. Rister, Clerk of the County Court of said County, do hereby certify that the foregoing instrument in writing, with its certificate was filed for record in my office on the ____ day of _____, 2017, A.D., at ____ o'clock, ____m. and duly recorded on the ____ day of _____, 2017, A.D., at ____ o'clock, ____m. in the Plat Records of said County in Cabinet _____, Slide _____.

TO CERTIFY WHICH, WITNESS my hand and seal at the County Court of said County, at my office in Georgetown, Texas the date last shown above written.

Nancy E. Rister, Clerk
County Court of Williamson County, Texas

Commissioners Court - Regular Session

23.

Meeting Date: 01/24/2017

tax benefit financing enrollment for 2016 and prior year renewals

Submitted For: Gary Boyd

Submitted By: Gary Boyd, Parks

Department: Parks

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action regarding the Williamson County Regional Habitat Conservation Plan (RHCP), including but not limited to receiving report from Environmental Programs Director and approve enrollment of properties participating during the 2016 calendar year (any participation received on or prior to 12/31/16) into the tax benefit financing plan for tax year 2016 and re-enroll prior year participating properties. Amend 2015 enrollment list to include Williamson County Conservation Foundation (WCCF) file number 20150611.

Background

The county's Regional Habitat Conservation Plan (RHCP) provides for a portion of the increase in tax valuation for properties enrolled under the county's 10(a) incidental take permit with the US Fish and Wildlife Service to be directed to the Williamson County Conservation Foundation (WCCF) as the county's contribution for the acquisition, maintenance and monitoring of endangered species habitat in the county. Under the RHCP a calculation is made using a base period. The taxable value of the base/enrollment period is determined and a percentage – 15% as defined in the RHCP – of the increase in value in future taxable years is calculated. That calculated taxable value percentage is applied to the county's then current tax rate for maintenance and operations and the resulting sum is attributed to the RHCP and directed to the WCCF corpus.

There is no increase nor decrease in taxes to participants/property owners. Once the defined financial goals of the HCP have been achieved then the allocation under this plan may be, but is not mandated to be, discontinued depending upon then existing conservation goals and requirements.

Enrollment is on a year to year basis. Attached is the list of private party participants for 2016 and lists for prior year enrollments.

The action needed is to enroll the 2016 participants, to re-enroll/extend the tax benefit financing for past years and to amend the 2015 enrollment with WCCF file 20150611. The Participation under 20150611 was delayed pending completion of a presence/absence survey for features potentially providing Endangered Species Act listed species and that Participation is now in effect.

The WCCF Board on 1/18/17 took action similar to the following requested motion to recommend this action to Commissioners Court.

Requested motion: "Motion to approve the County's Regional Habitat Conservation Plan: 1) enrolling the 2016 participants in the tax benefit financing plan, and 2) to re-enroll/extend the tax benefit financing for past years as outlined in the County's Regional Habitat Conservation Plan, and to amend the 2015 enrollment to include WCCF file 20150611."

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

[2016 Enrollment List](#)

[2015 Enrollment list amended](#)

[2014 Enrollment list](#)

[2013 Enrollment list](#)

[2012 Enrollment list](#)

[2011 and Prior Year enrollment list](#)

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Gary Boyd

Final Approval Date: 01/19/2017

Reviewed By

Wendy Coco

Date

01/19/2017 08:39 AM

Started On: 01/17/2017 10:25 AM

2016 HCP Participations

File #	Project Name	Owner/Entity	Location	Legal or other description
20160129	Highway 29 Ventures LP	Highway 29 Ventures LP	two miles east of the intersection of SH 29 and Ronald Reagan Boulevard	an approximate 441.18± acre project area located two miles east of the intersection of SH 29 and Ronald Reagan Boulevard and comprising tracts of the Don H. Lively Family Partnership, LTD., recorded as Document 9901719 of the Official Records of Williamson County; and, a 2.64 acre tract of the Don H. Lively Family Partnership, LTD., recorded as Document 2013063744 of the Official Records of Williamson County, Texas and related tracts, all identified by Williamson County Appraisal District tract numbers R090423, R524355, R021695, R022713, and R022553
20160218	Enterprise Pipeline	Enterprise Crude Pipeline LLC	beginning at a point south of River Down Road identified by GPS coordinates as N 30.616391 and W -97.711515 and continuing in a southerly direction to an intersection with FM 2243 (Leander Road) identified by GPS coordinates N 30.610322 and W -97.708983 and comprising an approximate 100' x 2,270' project and disturbance corridor.	Incorporating WCAD tracts R304116 and R304123
20160223	Gatlin Creek	J.D. Wolf Properties, LLC	Approximate address 4935 Williams Drive, Georgetown, Texas	121.61 acres, more or less, out of the Issac Jones Survey, Abstract No. 232, and being that tract of land described as Tract Three, Parcel One (2.05 acres, more or less) and Tract Three, Parcel Two (100.74 acres, more or less) in a Petition Deed to James Wolf, et al, dated November 24, 2009, and recorded as Document Number 2009090679 of the Official Public Records of Williamson County, Texas, and that tract of land described as 20.0 acres, more or less, in a Warranty Deed of Gift James Wolf, et ux, dated March 12, 1996 and recorded in Document Number 9612381 of the Official Public Records of Williamson County, Texas; further identified as Williamson Central Appraisal District tract numbers R300099, R039930, R040993, R473857, R473858 and R507535
20160226	Sections 11A and 11B of the Ranch at Brushy Creek	CalAtlantic Homes	approximate address is 516 Buck Ridge Road, Cedar Park, Texas 78613	An approximate 15.353 acre tract out of the John H. Dillard League, Abstract 179, Williamson County, Texas, conveyed by deed of record in documents nos. 201508639, 2014036263, and 2014001291 of the official public records of Williamson County; Williamson County Appraisal District tracts R525464, R543261, R493994, R529911 and R543262

20160329	Enterprise Pipeline	Enterprise Crude Pipeline LLC	beginning at a point south of County Road 258 (CR 258) identified by GPS coordinates as North 30.666249 and West -97.845463 and continuing in a southeasterly direction to a point south and east of the intersection of Ronald Reagan Blvd. and Elizabeth Park Blvd. (entrance to Santa Rita Ranch development) and identified by GPS coordinates N 30.662973 and W - 97.838997 and comprising an approximate 100' x 2,358' project and disturbance corridor	Incorporating Williamson Central Appraisal District reference parcels R022461, R524837, R493930 and R022482
20160531	Lot 1, Block A, State Farm Section Five, a subdivision in Williamson County, Texas	Continental 348 Fund LLC	Corner of Amberglen Boulevard and Brianwick Drive, Austin, Texas	Lot 1, Block A, State Farm Section Five, a subdivision in Williamson County, Texas, according to the map or Plat thereof recorded in Cabinet EE, slide 342-344, of the Plat Records of Williamson County, Texas; Additionally identified as Williamson Central Appraisal District tracts R538935, R538936 and R538937. A property being described as approximately 22.58 acres generally at the southwest corner of Amberglen Boulevard and Briarwick Drive, Austin, Texas 78729.
20160812	Sun City Neighborhoods 83 and 86 and SCS	Pulte Homes of Texas, L.P.	nominal address is 3231 SH 195, Georgetown, Williamson County, Texas 78633	A project site of approximately 102.952 acres out of the 417.81 acre Burrell Eaves Survey No. 216 and comprising all or part of Williamson County Appraisal District tax parcels R539687 and R012012
201601102	Sun City Neighborhood 84 and SCS	Pulte Homes of Texas, L.P.	nominal address is 3231 SH 195, Georgetown, Williamson County, Texas 78633	A project site of approximately 50.23 acres out of the 340.323 acre Burrell Eaves Survey Abstract No. 216 and comprising all or part of Williamson County Appraisal District tax parcels R539688 and R012012

2015 HCP Participations

File #	Project Name	Owner/Entity	Location	Legal or other description
20150122	Campbell - Georgetown #1	Same	4655 Williams Drive, Georgetown	16.57 Acres; WCAD parcel #R039524
20150129	Woods - Pope	Lewis Woods, LLC and David and Anne Pope	SH 45 at O'Connor	WCAD tracts R505278*, R055508, R055510*, R055511*; out of M.M. Hornsby Survey - * = consolidated into R534502
20150506	Lakeside Station Apartments	F.C. Rutledge Housing, LP	13675 Rutledge Spur, Austin, Williamson County	WCAD tracts R072533, R327108, R056507; Schirpaik and Sane Survey No. S4557
20150603	Woodland Hills	Woodland Hills Land Holdings, LLC (Jimmy Jacobs)	FM 3405; nominal 30.707877° N and - 097.813811° W	WCAD tract R040796*; 35.511 acres our of Winslow Turner Survey, Abst. No. 607; * = replaced by R539756 and R539758
20150612	5N LLC	Novak	approximately 780 CR 262, Williamson County	WCAD tracts R041004, R041003, R041001 and R040574; approx 36.10 acres John Sutherland Survey , Abst. No 554 and G.B. Mayhall Survey, Abst. No 821
20150617	Trails at Leander	American Housing Ventures	0.57 mi north of intersection of Bagdad Road and Crystal Falls Parkway, Leander	WCAD tract R031330; Approximately 49.35 acres out of E.D. Harmon Survey.
20150727	Georgetown Village 9 & 10	BB & CB Investments LLC	Phases 9 and 10 of Georgetown Village	WCAD tracts R525325 and R532404
20151103	Oaks at San Gabriel		approximately 397.77 acres incorporating 173 WCAD tax parcels	list of parcels attached
20151110	Highland Estates	Highland Estates of Georgetown LLC	Highland Springs Lane; 30.693473 N and - 97.769578 W	WCAD tracts R407498, R539912, R539913, R506841, R506842
20151111	Panther Bend		Ronald Reagan, approx 100' West of CR 245	R506911 and R534695; approximately 34.78 acres
20151125	RiversideCA 25, LTD	Riverside CA 25, LTD	11800, 11950, 12000 12100 West Parker Lane and 3440 Ranch Trails, Cedar Park	R433287 (parent tract - now R543561, R543562, R543563, R543565, R543566 and R543567)
20151130	RRCA Parmer Ranch Trails Lot 4, LTD	RRCA Parmer Ranch Trails Lot 4, LTD	11900 West Parmer Ln, Cedar Park	a portion of R433287 (was parent tract - now R543564)
20151211	Parmer Crossing West	Pulte Homes of Texas, LP	Tom Kemp and RM 620, Austin	R488298
20151223	Sun City Neighboprhoods 81-82	Pulte Homes of Texas, LP	95.38 acres out of the Burrell Eaves Survey No. 216; 3231 ?SH 195 Georgetown	WCAD parcels R012012, R499739, R539687, R539688

20150611 **The Summit II at Rivery Park**

Western Securities, Inc.

nominal address is 520 Wolf Ranch Parkway, Georgetown, TX 78628

Lot 6 in Block "B" of AMENDED PLAT OF BLOCK "B" OF SUBDIVISION PLAT OF THE RIVERY PARK II; WCAD Tract R471564

WCCF File #	Participant	Basic Description
20140131	First Baptist Church of Georgetown (parking lot)	Project area is a 10.762± acre tract southeast of the intersection of D.B. Wood Drive and SH 29 (West University); a parcel out of WCAD tract R040756 described by metes and bounds and conveyed to First Baptist Church of Georgetown, Texas (FBCGT) by Special Warranty Deed with Vendor's Lien, January 10, 2014; official public records number 2014002634; this participation also covers a 0.172± acre tract easement public records number 2014002636
20140210	NASH Rancho Hills LLC (a part of Rancho Sienna)	Project is a housing and multi-use development tract south-southeast of Ronald Reagan Boulevard at Via de Rancho Boulevard, Leander, Williamson County, Texas; parcels out of the Greenleaf Fisk Survey and described in metes and bounds; WCAD tract R-numbers 499762, 523605, 523614 to 523629, 407745, 499873, 506829, 523596, 523597, 523600, 523601, 523602, 524810, 525467, 523603, 523598, 523604, and 494203
20140415	Gardens at Verde Vista	an approximate 33.775 acre tract out of the Joseph Fish Survey, Abstract #232; WCAD tract R319285
20140605	Wolf-Hillwood (Hillwood Communities)	A 767-acre tract located near D B Wood Road and SH 29, Georgetown, a part of the Iva Wolf McLachlan holdings, Williamson County, Texas; Williamson County Appraisal District reference #s R040444, R040445, R316771, R316772, R329763, R040430, R469948, R485592, R039230, R039268, R040831, R513986, R513989, R040756, R307358, R513561, R513563, R513987, R513988, R525975, R525976, and R044630

20140611	Crescent Bluff	SH 29, Georgetown, Williamson County, TX; an approximate 106 acre tract, Abstract AW0178, Donagan, I. Survey; WCAD tract R508134
20140702	Daniel and Marlene Mansour	A 2.67 acre tract, WCAD reference R044521; Oakcrest Ranchettes, Unit 2; AKA 330 Evans Road, Georgetown, Williamson County, Texas.
20140728	Century Land Holdings II	Phases 2 and 3 of the Reagan's Overlook Subdivision (AKA Reagan's Overlook, LP); WCAD tract numbers R524614, R524613, R524615, R483562 and R032354; approximately 147.74 acres in five tracts (out of a larger 260 acre tract); location described as Ronald Reagan Boulevard at Vista Heights Drive
20140729	Standard Pacific of Texas/BTA Land LLC	Approximately 79.5 acre development tract at 1600 to 1666 Spanish Oak Trail, Round Rock, Williamson County, Texas consisting of nine (9) tracts out of the J. H. Dillard Survey, (working name: Brushy Creek North); WCAD tract numbers R031988, R031989, R385028, R418515, R419749, R419748, R032006, R421187, and R494386
20140925	Cannon 140 LP (Springswoods)	An approximate 140 acre development; nominal address is 731 CR 175 Leander. (This project is north of the Regional Park off of CR 175. WCAD parcels R032138, R496874, R031736 and R496876
20141023	Compostela Holdings ("Deer Haven")	An approximate 43.5 acre development tract at 3816 Williams Drive, Georgetown. a tract out of the D. Wright Survey and comprising WCAD tract R474647 and a portion of tract R038722

20141111	Pulte Group, Heritage Oaks at Pearson Ranch East	A 40.85 acre residential development located at 9005 Sharpstone Trail, which is a portion of Williamson County Appraisal District (WCAD) tract R329313, a 60.422 acre tract
20141112	Pulte Group, Heritage Oaks at Pearson Ranch West	A 66.6 acre development located at the southwest corner of Avery Ranch Blvd. and Pearson Ranch Road; Williamson County Appraisal District (WCAD) tracts R504073 and R324221
20141120	LAMY 2243 LTD (Bluffview)	A 77.27 acre development located on the west edge of current development on FM 2243; 1.4 miles west of IH 35; WCAD reference tracts R500156, R523502, R523503, and the eastern 3.0 acres of R472552.
20141125- A	Zamin, L.P. (Chapman Tract)	A 177.935 acre tract (42.02 acres in karst zone), nominal address 4501 Highway 29, Georgetown, TX; WCAD reference tracts R039244 and R351054.
20141125 - B	RMD Development Partners, LLC (Mayfield Ranch Tract)	A 32.26 acre tract located at CR 175, Leander, Texas; WCAD reference tracts R474315, a portion of R462355 and that portion of Arterial H lying within these tracts.
20141126	Taylor Morrison of Texas, Inc. (Robinson Remnant Tract)	A 37.595 acre tract located northwest of the intersection of Smyers Lane and Wyoming Springs Drive, Round Rock, Texas; WCAD reference tract R327569

Project/Owner	Property
Laredo W.O. , LTD.	A tract of 54.856 acres out of the Isaac Donagan Survey, Abstract No. 178, situated in Williamson County, Texas; Being a portion of that certain 324.00 acre tract described in a deed to Laredo WO. LTD., of record in Document No. 2007014278 of the official public record of Williamson County, Texas; said 54.856 acres being more particularly described by metes and bounds; WCCF Application #20120419
BJM Mayfield Ranch, LTD	An approximate 23.776 acre tract out of the Ephrain Evans Survey, Williamson County, Texas, WCAD Parcel ID #R055388; WCCF file # 20120824; such project being described The Enclave at Mayfield Ranch, Williamson County, Texas.
BRAE Group, LTD. and Novak Brothers/Texas Brownstones, LLC	a 24.07 acre subdivision, Nicholas Porter Survey Abstract No. 497, a replat of a portion of Lot 4, Block A, Lots 1,2,3,5,6, and 7 Block A, The Rivery Park II; WCAD reference numbers R466299, R466298, R466297 and R4288217; WCCF application #20130122
Laredo WO, LTD.,	<p>A portion of Williamson County Appraisal District Parcel ID #R039221, and being;</p> <p>A tract of 82.156 acres out of the Isaac Donagan Survey, Abstract No. 178, situated in Williamson County, Texas; Being a portion of that certain 324.00 acre tract described in a deed to Laredo WO. LTD., of record in Document No. 2007014278 and also being a portion of the remainder of that certain 192.314 acre tract of land conveyed to Laredo WO. LTD. by deed of record in Document No. 2007014289, both of the official public records of Williamson County, Texas; said 82.156 acre tract of land more particularly described in three (3) parts by metes and bounds</p>
Barclay/Texas Holdings VI, L.P., a Texas limited partnership	A approximate 11.41 acre commercial development comprising WCAD parcels R502881, R502882, R502883, R502884 and R502885; a series of tracts out of the Beck 11, Lots 1-5, Block A. WCCF file #201300502
HMR Holdings, Inc. and Highlands at Mayfield Ranch, LTD.	A 319.87 acre residential housing development comprising WCAD tracts R040295, R482072, R512094, R518980 and R518981, a series of tracts out of the J. Powell Survey; WCCF file #20130114; project is known as The Highlands at Mayfield Ranch
Meritage Homes of Texas, LLC	<p>A approximate 105.9 acre (or 4,617,263 square feet more or less, tract of land out of a called 107.462 acre tract described in conveyance to Curtis C. Borho in Participation Deed recorded in Volume 2542, Pages 838-843 of the Official Records of Williamson County, Texas, out of the Anastasha Carr Survey, Abstract 122, Williamson County, Texas.</p> <p>A copy of the field notes (comprising two pages) for such tract are attached to this exhibit. The tract is also referenced as Williamson County Appraisal District reference number R031532.</p>
WILLRAE Partners III, Ltd	A project area known as 4135 Williams Drive, Georgetown, Williamson County, TX 78628; AKA Williamson County Appraisal District reference tract R504209. A 7.36 acre tract, zoned C-1, a multiple commercial office/retail condominium
2013 Land Investments, LLC and Green Acres Development, LLC	<p>An approximate 59.67 acre project site, described in metes and bounds as per the attached two page description; WCCF file #20130508.</p> <p>The attached metes and bounds description (2 pages), WCAD tract maps (2 pages) and project area map (one page) is made a part of this exhibit. (Total of 5 pages)</p>
Georgetown Healthcare Community Services, Inc.	A commercial development property comprising two parcels located at the northeast corner of the intersection of Scenic Drive and Leander Road, Georgetown, Williamson County, Texas and further identified by WCAD tract references R319864 and R090290; WCCF file #20131016-A
Georgetown Healthcare System	A commercial development property located at 2300 Scenic Drive, Georgetown, Williamson County, Texas and further identified by WCAD tract references R317353; WCCF file #20131016-B.

Project/Owner	Property
Pierce, Tyrrell	1710 CR 262, Georgetown, TX, 78633; AKA Lake Georgetown Estates II, Lot 8 (recorded in Cabinet J, Slides 319-320, plat records of Williamson County, Texas). WCAD tax parcel ID # R324853
Allen Group, Oxford, MS	An approximate 26.67 acre tract out of the Ephraim Evans Survey, Abstract No. 212, Williamson County, Texas; WCAD Parcel ID # R493685; WCCF Application 20120709.
Shel-Jenn, Inc.	Residential development, Heritage Oaks, a 12.43 acre development tract, WCAD tract reference R435456; WCCF application #20120918.
Madison at Georgetown Cotenancy	Residential/multi-use development, Madison at Georgetown, a 541.37 acre development tract, WCAD tract references R012261, R011080, R508127, R508128, R330211, R493826 and R496001; a tract out of the L.S. Walters survey; WCCF application #20121001.
JHJ Land Development, Inc.	Residential development, The Preserve at Heritage Oaks, a 9.48 acre development tract, WCAD tract reference R039221; WCCF application #20120514.
Laredo W.O. , LTD.	A tract of 54.856 acres out of the Isaac Donagan Survey, Abstract No. 178, situated in Williamson County, Texas; Being a portion of that certain 324.00 acre tract described in a deed to Laredo WO. LTD., of record in Document No. 2007014278 of the official public record of Williamson County, Texas; said 54.856 acres being more particularly described by metes and bounds; WCCF Application #20120419

Project/Owner	Property
Carolville. LTD	SHOPS AT VISTA RIDGE AMD, Lot 11, ACRES 19.97 (approximately); AKA Williamson County Appraisal District Parcel ID R502512; Location Address: 701 North Vista Ridge Boulevard, Cedar Park, TX 78613
Great Oaks Estates	Tract 1, Lot 5, Block A, Great Oaks; aka 15917 Great Oaks Drive, Round Rock, TX, R403591
Highland Horizon Phase II	Approximately 66.11 acres south of RM 620 at Great Oaks Blvd as described by metes and bounds; aka Highland Horizon Phase II; tracts R502306 through R502428 inclusive (122 tracts)
Highland Horizon Phase III	Approximately 63.732 acres south of RM 620 at Great Oaks Blvd as described by metes and bounds; aka Highland Horizon Phase III; tracts R499361 and tracts R499590 through R499597 inclusive.
O'Reilly Auto Parts	A 1.264 Acre Tract, Lot 1, Serenada Country Estates Unit One, David Wright Survey, Abstract No. 13, City of Georgetown, Williamson County, TX; AKA Williamson County Appraisal District Parcel ID R046893, Location Address 3809 Williams Drive, Georgetown, TX 78628
Prevarian Round Rock	7220 and 7230 Wyoming Springs Drive, Round Rock, TX, WCAD property ID # R315215 (a 16.116 acre tract out of a 16.172 acre tract in the Jacob M. Harrell survey, further described by metes and bounds)
Sendero Springs Sect 6 and 7	Section 6 and Section 7, Sendero Springs; approximately 57.87 acres in three tracts – Williamson County Appraisal District property identification numbers R432306, R055399 and R420220
T.S.-S.D. LTD.	A tract out of the Samuel Damon Survey No. 170, containing 76.52 acres, more or less; Williamson County Appraisal District reference tracts R031875 and R474925

Commissioners Court - Regular Session

24.

Meeting Date: 01/24/2017

Legislative Update and Discussion

Submitted For: Cynthia Long

Submitted By: Kathy Pierce, Commissioner Pct. #2

Department: Commissioner Pct. #2

Agenda Category: Regular Agenda Items

Information

Agenda Item

Hear update and discuss bills filed during the 85th Texas Legislative Session.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Kathy Pierce

Final Approval Date: 01/12/2017

Reviewed By

Wendy Coco

Date

01/12/2017 10:46 AM

Started On: 01/12/2017 10:04 AM

Commissioners Court - Regular Session

25.

Meeting Date: 01/24/2017

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

Submitted For: Robert Daigh

Submitted By: Lydia Linden, Unified Road System

Department: Unified Road System

Agenda Category: Regular Agenda Items

Information

Agenda Item

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

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Lydia Linden

Final Approval Date: 12/15/2016

Reviewed By

Wendy Coco

Date

12/15/2016 02:20 PM

Started On: 12/15/2016 11:31 AM

Commissioners Court - Regular Session

26.

Meeting Date: 01/24/2017

12IFB0004 CR 138 Notice of Termination

Submitted By: Dawn Haggard, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding the "Notice of Termination for Stormwater Discharges associated with Construction Activities" for CR 138, a Pass Through Financing Project in Commissioner Pct. 4.

Background

Williamson County is required by the Texas Commission on Environmental Quality (TCEQ) to obtain coverage under the TPDES General Permit No. TXR150000 before commencing site disturbing activities on any project that disturbs over 5 acres. Once final stabilization has occurred, Williamson County is required to submit a Notice of Termination to TCEQ for the project. The construction activities on CR 138 have been completed and the roadway is open to the public.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

12IFB00004 CR 138 NOT

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Dawn Haggard

Final Approval Date: 01/19/2017

Reviewed By

Wendy Coco

Date

01/19/2017 10:30 AM

Started On: 01/19/2017 10:06 AM



Notice of Termination (NOT) for Authorizations under TPDES General Permit TXR150000

ePermits: This form is available on our online permitting system.

Sign up for online permitting at: <https://www3.tceq.texas.gov/steers/>

What is the permit number to be terminated?

TXR15 VJ57 TXRCW [REDACTED]

Section 1. OPERATOR (Permittee)

a) What is the Customer Number (CN) issued to this entity?

CN 600897888

b) What is the Legal Name of the current permittee?

Williamson County

c) Provide the contact information for the Operator (Responsible Authority).

Prefix (Mr. Ms. or Miss): Judge

First and Last Name: Dan A Gattis

Suffix: [REDACTED]

Title: County Judge

Credentials: [REDACTED]

Phone Number: 512-527-6714 Fax Number: [REDACTED]

Email: roads@wilco.org

Mailing Address: 101 E Old Settlers Blvd, Ste 100

City, State, and Zip Code: Round Rock, TX 78664

Country Mailing Information, if outside USA: [REDACTED]

Section 2. APPLICATION CONTACT

This is the person TCEQ will contact if additional information is needed regarding this application.

Is the application contact the same as the permittee identified above? Yes

No

If Yes, go to Section 3.

If No, complete section below

Prefix (Mr. Ms. or Miss): Miss

First and Last Name: Dawn Haggard

Suffix: [REDACTED]

Title: Project Administrator

Credentials: [REDACTED]

Phone Number: 512527-6714 Fax Number: [REDACTED]

Email: dhaggard@hntb.com

Mailing Address: 101 E Old Settlers Blvd, Ste 100

City, State, and Zip Code: Round Rock, TX 78664

Country Mailing Information, if outside USA: [REDACTED]

Section 3. REGULATED ENTITY (RE) INFORMATION ON PROJECT OR SITE

a) TCEQ issued RE Reference Number (RN): RN 106541063

b) Name of project or site as known by the local community: CR 138

c) County, or counties if more than 1: Williamson County

d) Latitude: 30.500278 Longitude: -97.578611

e) Site Address/Location:

If the site has a physical address such as 12100 Park 35 Circle, Austin, TX 78753, complete Section 3A.

If the site does not have a physical address, provide a location description in Section 3B.

Example: located on the north side of FM 123, 2 miles west of the intersection of FM 123 and Highway 1.

Section 3A: Physical Address of Project or Site:

Street Number and Name: [REDACTED]

City, State, and Zip Code: [REDACTED]

Section 3B: Site Location Description:

Location description: SH 130 to CR 137

City where the site is located or, if not in a city, what is the nearest city: Hutto

Zip Code where the site is located: 78634

Section 4. REASON FOR TERMINATION

Check the reason for termination:

Final stabilization has been achieved on all portions of the site that are the responsibility of

the Operator and all silt fences and other temporary erosion controls have been removed, or scheduled for removal as defined in the SWP3.

- Another permitted Operator has assumed control over all areas of the site that have not been finally stabilized, and temporary erosion controls that have been identified in the SWP3 have been transferred to the new Operator.
- The discharge is now authorized under an alternate TPDES permit.
- The activity never began at this site that is regulated under the general permit.


Section 5. CERTIFICATION

Signatory Name: Dan A. Gattis

Signatory Title: County Judge

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

I further certify that I am authorized under 30 Texas Administrative Code §305.44 to sign and submit this document, and can provide documentation in proof of such authorization upon request.

Signature (use blue ink): 

Date: 

Commissioners Court - Regular Session

27.

Meeting Date: 01/24/2017

Committee Vacancies

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 representative vacancies with Capital Area Regional Transportation Planning Organization, Solid Waste Advisory Committee, Clean Air Coalition, Capital Area Rural Transportation System, Fleet Committee, Williamson County Benefits Committee and other committee if needed due to recent changes in Commissioners Court members.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Kathy Pierce

Final Approval Date: 01/19/2017

Reviewed By

Wendy Coco

Date

01/19/2017 01:54 PM

Started On: 01/19/2017 10:34 AM

Commissioners Court - Regular Session

28.

Meeting Date: 01/24/2017

FEMA Project Number PA-06-TX-4223-PW02117 WIL033G Berry Springs Park Trails

Submitted For: Jarred Thomas

Submitted By: Cynthia Hood, Emergency Manager

Department: Emergency Management

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on the acceptance of FEMA DR-4223 disaster recovery grant funding. Project Title - WIL033G Berry Springs Park Trails.

Background

Catalog of Federal Domestic Assistance (CFDA) number 97.036 FEMA Project Number PA-06-TX-4223-PW02117 - Project Title WIL033G Berry Springs Park Trails, Period of Performance 05-29-2015 to 05-29-2017. This disaster recovery grant is a 75 percent federal share and 25 percent local share for damages sustained during the May Floods of 2015. This project has been authorized by FEMA and approved by the Auditor's Office, Road and Bridge, and Emergency Management.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

WIL033G-PW02117 (V1) Subgrant Award Letter (003)

GRANT TERMS AND CONDITIONS

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Cynthia Hood

Final Approval Date: 01/13/2017

Reviewed By

Wendy Coco

Date

01/13/2017 10:21 AM

Started On: 01/12/2017 04:09 PM

TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N. LAMAR BLVD. - BOX 4087 - AUSTIN, TEXAS 78773-0220
512/424-2000
www.dps.texas.gov



STEVEN C. McCRAW
DIRECTOR
DAVID G. BAKER
ROBERT J. BODISCH, SR.
DEPUTY DIRECTORS



COMMISSION
A. CYNTHIA LEON, CHAIR
MANNY FLORES
FAITH JOHNSON
STEVEN P. MACH
RANDY WATSON

January 12, 2017

The Honorable Dan Gattis, County Judge
Williamson County
710 S. Main Street, Ste. 201
Georgetown TX, 78626
DUNS Number 076930049
TINS Number 17460009784
FIPS Number 491-99491-00

RE: Public Assistance Grant, 4223, Severe Storms, Tornadoes, Straight-line Winds,
and Flooding
Catalog of Federal Domestic Assistance (CFDA) number: 97.036
FEMA Project Number PA-06-TX-4223-PW02117
Project Title: WIL033G – Berry Springs Park Trails
Period of Performance 05/29/2015 to 05/29/2017

A Public Assistance subgrant has been awarded by Texas Division of Emergency
Management (TDEM).

PA-06-TX-4223-PW02117						
Version / Amendment	Date	Total Subgrant Amount	Federal Cost Share Percentage	Federal Cost Share Amount	Local Cost Share Percentage	Local Cost Share Amount
0	8/29/2016	\$11,269.90	75%	\$8,452.43	25%	\$2,817.47
1	12/15/16	(\$2,340.00)	75%	(\$1,755.00)	25%	(\$585.00)
Subtotal		\$8,929.90		\$6,697.43		\$2,232.47

This award is not for Research or Development as defined in 2 CFR 200.87.

No indirect costs are available with this award. Direct Administrative Costs are allowable
as outlined in the project scope.

A copy of the approved scope of work is attached. Terms and conditions of this award
are also attached.

Signing and returning this award letter indicates Subrecipient's acceptance of the scope
of the subaward, the ability to pay the state match and all grant terms and conditions
outlined in the attached documents.

Acceptance of the subaward must be returned to TDEM before payment on the subaward can be processed.

It is important that the Subrecipient read, understand and comply with the scope and all terms and conditions. It is also vital that this information be disseminated to Subrecipient's staff and contractors that are involved in work related to administrative support or administration of the subgrant.

If changes are needed to the scope of the subaward, period of performance or costs associated to the subaward, the Subrecipient should immediately contact TDEM. No change will be considered made to the subaward until the Subrecipient is notified in writing by TDEM.

Please sign below to acknowledged acceptance of this subaward and agreement to abide by all terms and conditions.

Designated Subrecipient Agent

Date

Should you wish to appeal any determination related to this subaward you must do so within 60 days of receipt of the notice of the action. You will need to provide your appeal with any documentation supporting your position to your assigned TDEM project officer within the allotted time.

If you have any questions please contact Nazrine Khan at 512-692-1223 or email at Nazrine.Khan@us.gt.com.

ATTACHMENTS: Scope of Work
Terms and Conditions

GRANT TERMS AND CONDITIONS

This Grant Agreement (consisting of FEMA Disaster Award and these Terms and Conditions) is made and entered into by and between the Department of Public Safety / Texas Division of Emergency Management, an agency of the State of Texas, hereinafter referred to as "DPS/TDEM," and the funds recipient, hereinafter referred to as the "Applicant" or "Subrecipient." Furthermore, DPS/TDEM and the Subrecipient are collectively hereinafter referred to as the "Parties."

Subrecipient may not assign or transfer any interest in this Grant without the express, prior written consent of DPS/TDEM. If Subrecipient issues subawards as part of this Grant project, Subrecipient shall include and require its subawardees to comply with the terms and conditions of this Grant.

The term "Subrecipient agreement funds" as used in this Grant means funds provided by DPS/TDEM under the United States Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA) grant programs (also referred to herein as DHS/FEMA). The term "Subrecipient's funds" or match funds as used in this Grant means funds provided by the Subrecipient.

- A. **Standard of Performance.** Subrecipient shall perform all activities as approved by DPS/TDEM. Any change to a project shall receive prior written approval by TDEM and, if required, by FEMA. Subrecipient shall perform all activities in accordance with all terms, provisions and requirements set forth in this Grant, including but not limited to the following Exhibits:
1. Assurances – Non-Construction Programs, hereinafter referred to as "Exhibit A"
 2. Assurances – Construction Programs, hereinafter referred to as "Exhibit B"
 3. Certifications for Grant Agreements, hereinafter referred to as "Exhibit C"
 4. State of Texas Assurances, hereinafter referred to as "Exhibit D"
 5. Environmental Review Certification, hereinafter referred to as "Exhibit E"
 6. Additional Grant Conditions, hereinafter referred to as "Exhibit F"
 7. Additional Grant Certifications, hereinafter referred to as "Exhibit G"
- B. **Failure to Perform.** In the event Subrecipient fails to implement the project(s) entered and approved in the DPS/TDEM web-based grants management system, or comply with any provision of this Grant, Subrecipient shall be liable to DPS/TDEM for an amount not to exceed the award amount of this Grant and may be barred from applying for or receiving additional DHS/FEMA grant program funds or any other grant program funds administered by DPS until repayment to DPS/TDEM is made and any other compliance or audit finding is satisfactorily resolved, in addition to any other remedy specified in this Grant. Failure to timely implement projects may reduce future funding in additional DHS/FEMA and/or other grant programs administered by DPS.
- C. **Funding Obligations.** DPS/TDEM shall not be liable to Subrecipient for any costs incurred by Subrecipient that are not allowable costs.
1. Notwithstanding any other provision of this Grant, the total of all payments and other obligations incurred by DPS/TDEM under this Grant shall not exceed the Total Award Amount listed on the Grant Subrecipient Award.
 2. Subrecipient shall contribute the match funds listed on the Grant Subrecipient Award.

3. Subrecipient shall refund to DPS/TDEM any sum of these Grant funds that has been determined by DPS/TDEM to be an overpayment to Subrecipient or that DPS/TDEM determines has not been spent by Subrecipient in accordance with this Grant. No refund payment(s) shall be made from local, state or federal Grant funds unless repayment with Grant funds is specifically permitted by statute or regulation. Subrecipient shall make such refund to DPS/TDEM within thirty (30) calendar days after
4. DPS/TDEM requests such refund.

D. **Performance Period.** The performance period for this Grant is listed on the Grant Subrecipient Award letter. **All projects shall be completed within the performance period AND all reimbursement requests shall be submitted to DPS/TDEM within 60 days for the end of the performance period.** Subrecipient shall have expended all Grant funds and submitted reimbursement requests, invoices and any supporting documentation to DPS/TDEM within 60 days of the end of the performance period. DPS/TDEM shall not be obligated to reimburse expenses incurred after the performance period or submitted after the deadline.

E. **Uniform Administrative Requirements, Cost Principals and Audit Requirements.** Except as specifically modified by law or this Grant, Subrecipient shall administer this Grant through compliance with the most recent version of all applicable laws and regulations, including but not limited to DHS program legislation, Federal awarding agency regulations, and the terms and conditions of this Grant. A non-exclusive list is provided below [not all may apply in every projects]:

- Public Law 93-288, as amended (Stafford Act)
- 44 CFR, Emergency Management and Assistance
- Disaster Mitigation Act of 2000
- OMB Regulations 2 CFR, Grant and Agreements
- Executive Order 11988, Floodplain Management
- Executive Order 11990, Protection of Wetlands
- Executive Order 12372, Intergovernmental Review of Programs and Activities
- Executive Order 12549, Debarment and Suspension
- Executive Order 12612, Federalism
- Executive Order 12699, Seismic Design
- Executive Order 12898, Environmental Justice
- Coastal Barrier Resources Act, Public Law 97-348
- Single Audit Act, Public Law 98-502
- Sandy Recovery Improvement Act publications
- 16 U.S.C. § 470, National Historic Preservation Act
- 16 U.S.C. § 1531, Endangered Species Act References
- FEMA program publications, guidance and policies

F. **State Requirements for Grants.** Subrecipient shall comply with all other federal, state, and local laws and regulations applicable to this Grant including but not limited to the laws and the regulations promulgated in Texas Government Code, Chapter 783, Uniform Grant and Contract Management, (UGMS) at:

<http://www.window.state.tx.us/procurement/catrad/ugms.pdf>

and the program State Administrative Plan, available at:

<http://www.txdps.state.tx.us/dem/GrantsResources/index.htm>.

Subrecipient shall, in addition to the assurances and certifications, comply and require each of its subcontractors employed in the completion of the project to comply with all applicable statutes, regulations, executive orders, OMB circulars, terms and conditions of this Grant and the approved application.

Grant funds may not be awarded to or expended by any entity which performs political polling. This prohibition does not apply to a poll conducted by an academic institution as part of the institution's academic mission that is not conducted for the benefit of a particular candidate or party.

Grant funds may not be expended by a unit of local government unless the following limitations and reporting requirements are satisfied:

1. Texas General Appropriations Act, Art. IX, Parts 2 and 3, except there is no requirement for increased salaries for local government employees;
2. Texas Government Code Sections 556.004, 556.005, and 556.006, which prohibits using any money or vehicle to support the candidacy of any person for office, influencing positively or negatively the payment, loan, or gift to a person or political organization for a political purpose, and using Grant funds to influence the passage or defeat of legislation including not assisting with the funding of a lobbyist, or using Grant funds to pay dues to an organization with a registered lobbyist;
3. Texas Government Code Sections 2113.012 and 2113.101, which prohibits using Grant funds to compensate any employee who uses alcoholic beverages on active duty and Subrecipient may not use Grant funds to purchase an alcoholic beverage and may not pay or reimburse any travel expense for an alcoholic beverage;
4. Texas General Appropriations Act, Art. IX, Section 6.13, which requires Subrecipient to make every effort to attain key performance target levels associated with this Grant, including performance milestones, milestone time frames, and related performance reporting requirements; and
5. General Appropriations Act, Art. IX, Sections 7.01 and 7.02, and Texas Government Code §2102.0091, which requires that this Grant may only be expended if Subrecipient timely completes and files its reports.

G. Restrictions and General Conditions.

1. Use of Funds. DHS/FEMA Grant funds may only be used for the purposes set forth in this Grant, and shall be consistent with the statutory authority for this Grant. Grant funds may not be used for matching funds for other Federal grants/cooperative agreements, lobbying, or intervention in Federal regulatory or adjudicatory proceedings. In addition, Federal funds may not be used to sue the Federal government or any other government entity.
2. Federal Employee Prohibition. Federal employees are prohibited from serving in any capacity (paid or unpaid) on any proposal submitted under this Grant. Federal employees may not receive funds under this Grant.
3. Points of Contacts. Within 30 calendar days of any change, Subrecipient shall notify DPS/TDEM of any change or correction to the Designation of Applicant's Agent, chief elected official, program, and/or financial points of contact in the DPS/TDEM grant management system.
4. DUNS Number. Subrecipient confirms its Data Universal Numbering Systems (DUNS) Number is the number listed on this Grant. The DUNS Number is the nine digit number

established and assigned by Dun and Bradstreet, Inc., at 866/705-5711 or <http://fedgov.dnb.com/webform>

5. Central Contractor Registration and Universal Identifier Requirements. Subrecipient maintains that it has registered on the System for Award Management (SAM) at www.sam.gov or other federally established site for contractor registration, and entered DPS/TDEM-required information. Subrecipient shall keep current, and then review and update the information at least annually. Subrecipient shall keep information current in the SAM database until the later of when it submits this Grant's final financial report or receives final Grant award payment. Subrecipient agrees that it shall not make any subaward agreement or contract related to this Grant without first obtaining the vendor/subawardee's mandatory DUNS number. See Section §200.32 of OMB 2 C.F.R.
6. Reporting Total Compensation of Subrecipient Executives. 2 C.F.R. §200.331; see FEMA Information Bulletin 350.
 - a. Applicability and what to report: Subrecipient shall report whether Subrecipient received \$25 million or more in Federal procurement contracts or financial assistance subject to the Transparency Act per 2 C.F.R. §200.331. Subrecipient shall report whether 80% or more of Subrecipient's annual gross revenues were from Federal procurement contracts or Federal financial assistance. If Subrecipient answers "yes" to both questions, Subrecipient shall report, along with Subrecipient's DUNS number, the names and total compensation (see 17 C.F.R. §229.402(c)(2)) for each of Subrecipient's five most highly compensated executives for the preceding completed fiscal year.
 - b. Where and when to report: Subrecipient shall report executive total compensation at www.sam.gov or other federally established replacement site. By signing this Grant, Subrecipient certifies that, if required, Subrecipient's jurisdiction has already registered, entered the required information, and shall keep information in the SAM database current, and update the information at least annually for each year until the later of when the jurisdiction submits its final financial report or receives final payment. Subrecipient agrees that it shall not make any subaward agreement or contract without first obtaining the subawardee's mandatory DUNS number.
7. Debarment and Suspension. Subrecipient shall comply with Executive Order 12549 and 12689, which provide protection against waste, fraud, and abuse by debaring or suspending those persons deemed irresponsible in their dealings with the Federal government.
8. Direct Deposit. If Subrecipient has not received reimbursements from DPS/TDEM within the past eleven (11) months (prior to date of award), it shall forward a new/updated direct deposit form to DPS/TDEM. Completed direct deposit forms from Subrecipient shall be emailed to TDEM project officer. The email subject line and attachment name shall include the subrecipient name and identify the document attached (i.e. "*Sample County DD form*"). The direct deposit form is currently available at <http://www.window.state.tx.us/taxinfo/taxforms/74-176.pdf>.
9. Property Management and Inventory. Subrecipient shall maintain property/inventory records which, at minimum, shall include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, the cost of the property, the percentage of Federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property. Subrecipient shall develop and implement a control system to prevent loss, damage or theft of property and Subrecipient shall investigate and document any loss, damage or theft of property funded under this Grant.

10. Site Visits. DHS and/or DPS/TDEM, through its authorized representatives, have the right at all reasonable times to make site visits to review project accomplishments and management control systems and to provide such technical assistance as may be required. If any site visit is made by DHS on the premises of Subrecipient or a contractor under this Grant, Subrecipient shall provide and shall require its contractors to provide all reasonable facilities and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner that will not unduly delay the work.

H. **Procurement and Contracting**.

1. Procurements. Subrecipient shall comply with all applicable federal, state, and local laws and requirements, including but not limited to proper competitive solicitation processes where required, for any procurement which utilizes federal funds awarded under this Grant in accordance with 2 C.F.R. 200. 318
2. Contract Provisions. All contracts executed using funds awarded under this Grant shall contain the contract provisions listed under 2 C.F.R. 200.326 and Appendix II (A), Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
3. Procurement activities must follow the most restrictive of Federal, State and Local procurement regulations:
 - a. Procurement by micro purchase
 - b. Procurement by small purchase
 - c. Procurement by sealed bid
 - d. Procurement by competitive proposal
 - e. Procurement by non-competitive proposal, solely when the award of a contract is unfeasible under the other methods

The State must be contacted for approval to use a noncompetitive procurement method. Failure to follow eligible procurement methods will result in ineligible costs. Other types of agreements for services must have State approval prior to use or execution. A copy of the local procurement policy must be provided to the State before initial payment.

The **cost plus a percentage of cost** and **percentage of construction** cost methods of contracting are **ineligible**.

Must perform **cost/price analysis** for purchases over \$3000.

Must negotiate profit as a separate element where required.

4. Evidence of non-debarment for vendors must be documented through <http://www.sam.gov/portal/public/SAM> and http://www.window.state.tx.us/procurement/prog/vendor_performance/debarred/ and submitted for review.
 5. Comply with rules related to underutilized businesses (small and minority businesses, women's enterprises and labor surplus firms) at 2 CFR 200.321
- I. **Monitoring**. Subrecipient will be monitored periodically by federal, state or local entities, both programmatically and financially, to ensure that project goals, objectives, performance requirements, timelines, milestone completion, budget, and other program-related criteria are met.

DPS/TDEM, or its authorized representative, reserves the right to perform periodic desk/office-based and/or on-site monitoring of Subrecipient's compliance with this Grant and of the adequacy and timeliness of Subrecipient's performance pursuant to this Grant. After each monitoring visit, DPS/TDEM shall provide Subrecipient with a written report of the monitor's findings. If the monitoring report notes deficiencies in Subrecipient's performance under this Grant, the monitoring report shall include requirements for the timely correction of such deficiencies by Subrecipient. Failure by Subrecipient to take action specified in the monitoring report may be cause for suspension or termination of this Grant pursuant to the Suspension and/or Termination Section herein.

J. **Audit.**

1. **Audit of Federal and State Funds.** Subrecipient shall arrange for the performance of an annual financial and compliance audit of funds received and performances rendered under this Grant as required by the Single Audit Act (OMB 2 C.F.R. 200.501, formerly A-133). Subrecipient shall comply, as applicable, with Texas Government Code, Chapter 783, the Uniform Grant Management Standards (UGMS), the State Uniform Administrative Requirements for Grants and Cooperative Agreements.
2. **Right to Audit.** Subrecipient shall give the United States Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), the Comptroller General of the United States, the Texas State Auditor, DPS/TDEM, or any of their duly authorized representatives, access to and the right to conduct a financial or compliance audit of Grant funds received and performances rendered under this Grant. Subrecipient shall permit DPS/TDEM or its authorized representative to audit Subrecipient's records. Subrecipient shall provide any documents, materials or information necessary to facilitate such audit.
3. **Subrecipient's Liability for Disallowed Costs.** Subrecipient understands and agrees that it shall be liable to DPS/TDEM for any costs disallowed pursuant to any financial or compliance audit(s) of these funds. Subrecipient further understands and agrees that reimbursement to DPS/TDEM of such disallowed costs shall be paid by Subrecipient from funds that were not provided or otherwise made available to Subrecipient pursuant to this Grant or any other federal contract.
4. **Subrecipient's Facilitation of Audit.** Subrecipient shall take such action to facilitate the performance of such audit(s) conducted pursuant to this Section as DPS/TDEM may require of Subrecipient. Subrecipient shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Subrecipient and the requirement to cooperate is included in any subcontract it awards.
5. **State Auditor's Clause.** Subrecipient understands that acceptance of funds under this Grant acts as acceptance of the authority of the State Auditor's Office to conduct an audit or investigation in connection with those funds. Subrecipient further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. Subrecipient shall ensure that this clause concerning the State Auditor's Office's authority to audit funds and the requirement to cooperate fully with the State Auditor's Office is included in any subgrants or subcontracts it awards. Additionally, the State Auditor's Office shall at any time have access to and the rights to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of Subrecipient relating to this Grant.

K. Retention and Accessibility of Records.

1. Retention of Records. Subrecipient shall maintain fiscal records and supporting documentation for all expenditures of this Grant's funds pursuant to the applicable OMB 2 C.F.R. Subpart D – Post Federal Award Requirements, of Part 200 UGMS §__42, and this Grant. Subrecipient shall retain these records and any supporting documentation for a minimum of three (3) years from the later of the completion of this project's public objective, submission of the final expenditure report, any litigation, dispute, or audit. Records shall be retained for three (3) years after any real estate or equipment final disposition. The DHS or DPS/TDEM may direct Subrecipient to retain documents or to transfer certain records to DHS custody when DHS determines that the records possess long term retention value.
2. Access to Records. Subrecipient shall give the United States Department of Homeland Security, the Comptroller General of the United States, the Texas State Auditor, DPS/TDEM, or any of its duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, other papers, things or property belonging to or in use by Subrecipient pertaining to this Grant including records concerning the past use of DHS/FEMA funds. Such rights to access shall continue as long as the records are retained by Subrecipient.

L. Changes, Amendments, Suspension or Termination

1. Modification. FEMA or DPS/TDEM may modify this Grant after an award has been made. Once notification has been made in writing, any subsequent request for funds indicates Subrecipient's acceptance of the changes to this Grant. Any alteration, addition, or deletion to this Grant by Subrecipient is not valid.
2. Effect of Changes in Federal and State Laws. Any alterations, additions, or deletions to this Grant that are required by changes in federal and state laws, regulations or policy are automatically incorporated into this Grant without written amendment to this Grant and shall become effective upon the date designated by such law or regulation. In the event FEMA or DPS/TDEM determines that changes are necessary to this Grant after an award has been made, including changes to the period of performance or terms and conditions, Subrecipient shall be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate Subrecipient's acceptance of the changes to this Grant.
3. Suspension. In the event Subrecipient fails to comply with any term of this Grant, DPS/TDEM may, upon written notification to Subrecipient, suspend this Grant, in whole or in part, withhold payments to Subrecipient and prohibit Subrecipient from incurring additional obligations of this Grant's funds.
4. Termination. DPS/TDEM shall have the right to terminate this Grant, in whole or in part, at any time before the end of the Performance Period, if DPS/TDEM determines that Subrecipient has failed to comply with any term of this Grant. DPS/TDEM shall provide written notice of the termination and include:
 - a. The reason(s) for such termination;
 - b. The effective date of such termination; and
 - c. In the case of partial termination, the portion of this Grant to be terminated.
 - d. Appeal may be made to the Deputy Assistant Director of Texas Division of Emergency Management- Recovery Mitigation and Standards, Texas Department of Public Safety.

- M. Enforcement.** If Subrecipient materially fails to comply with any term of this Grant, whether stated in a federal or state statute or regulation, an assurance, in a state plan or application,

a notice of award, or elsewhere, DPS/TDEM or DHS may take one or more of the following actions, as appropriate in the circumstances:

1. Increased monitoring of projects and require additional financial and performance reports
2. Require payments as reimbursements rather than advance payments
3. Temporarily withhold payments pending correction of the deficiency
4. Disallow or deny use of funds and matching credit for all or part of the cost of the activity or action not in compliance;
5. Request FEMA to wholly or partially de-obligate funding for a project
6. Temporarily withhold cash payments pending correction of the deficiency by subrecipient or more severe enforcement action by DPS/TDEM or DHS;
7. Withhold further awards for the grant program
8. Take other remedies that may be legally available

In taking an enforcement action, DPS/TDEM will provide Subrecipient an opportunity for a hearing, appeal, or other administrative proceeding to which Subrecipient is entitled under any statute or regulation applicable to the action involved.

The costs of Subrecipient resulting from obligations incurred by Subrecipient during a suspension or after termination of this Grant are not allowable unless DPS/TDEM or DHS expressly authorizes them in the notice of suspension or termination or subsequently.

Other Subrecipient costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:

- The costs result from obligations which were properly incurred by Subrecipient before the effective date of suspension or termination, are not in anticipation of it, and in the case of a termination, are non-cancellable; and
- The costs would be allowable if this Grant were not suspended or expired normally at the end of the funding period in which the termination takes effects.

The enforcement remedies identified in this section, including suspension and termination, do not preclude Subrecipient from being subject to "Debarment and Suspension" under E.O. 12549. 2 C.F.R., Appendix II to Part 200, (I).

- N. **Conflicts of Interest.** The subrecipient will maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts and will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
- O. **Closing of this Grant.** DPS/TDEM will close a subaward after receiving all required final documentation from the Subrecipient. If the close out review and reconciliation indicates that Subrecipient is owed additional funds, DPS/TDEM will send the final payment automatically to Subrecipient. If Subrecipient did not use all the funds received, DPS/TDEM will recover the unused funds.

At the completion of Subrecipient's performance period, DPS/TDEM will de-obligate all uncommitted funds and de-obligate all unexpended funds if final documentation is not received by the deadline.

The closeout of this Grant does not affect:

1. DHS or DPS/TDEM's right to disallow costs and recover funds on the basis of a later audit or other review;
2. Subrecipient's obligation to return any funds due as a result of later refunds, corrections, or other transactions;
3. Records retention requirements, property management requirements, and audit requirements, as set forth herein; and
4. Any other provisions of this Grant that impose continuing obligations on Subrecipient or that govern the rights and limitations of the parties to this Grant after the expiration or termination of this Grant.

EXHIBIT A

ASSURANCES - NON-CONSTRUCTION PROGRAMS See Standard Form 424B

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this Grant.
2. Will give the Department of Homeland Security, the Department of Public Safety, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to this Grant and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686 and 44 C.F.R. Part 19), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply or has already complied with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction sub-agreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190 as amended by 42 U.S.C. 4311 et seq. and Executive Order (EO) 11514) which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters. To comply with NEPA for DHS grant-supported activities, DHS-FEMA requires the environmental aspects to be reviewed and evaluated before final action on the application; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) comply with the Clean Air Act of 1977, (42 U.S.C. §§7401 et seq. and Executive Order 11738) providing for the protection of and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93- 205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348, 45 C.F.R. 46, and DHS Management Directive 026-044 (Directive) regarding the protection of human subjects involved in research, development, and related activities supported by this Grant. "Research" means a systematic investigation, including research, development, testing, and evaluation designed to develop or contribute to general knowledge. See Directive for additional provisions for including humans in the womb, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). See also state and local law for research using autopsy materials.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133 (now OMB 2 C.F.R. 200.500), "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance, and policies governing this Grant.

EXHIBIT B

ASSURANCES - CONSTRUCTION PROGRAMS See Standard Form 424D

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this Grant.
2. Will give the Department of Homeland Security, the Department of Public Safety, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to this Grant and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of this Grant.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686 and 44 C.F.R. Part 19), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the agreement.
11. Will comply or has already complied with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327- 333) regarding labor standards for federally-assisted construction sub-agreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91- 190) as amended by 42 U.S.C. 4311 et seq. and Executive Order (EO) 11514 which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) comply with the Clean Air Act of 1977, (42 U.S.C. §§7401 et seq. and Executive Order 11738) providing for the protection of and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133 (now OMB 2 C.F.R. 200.500), "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance and policies governing this Grant.

Exhibit C

Certifications for Grant Agreements

The undersigned, as the authorized official, certifies the following to the best of his/her knowledge and belief.

- A. 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, an officer or employee of Congress, or an employee or 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.
- B. 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 or 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 of Lobbying Activities, in accordance with its instructions.
- C. The undersigned shall require that the language of this certification prohibiting lobbying be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose 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.
- D. As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 C.F.R. Part 67, for prospective participants in primary covered transactions, as defined at 28 C.F.R. Part 67, Section 67.510. (Federal Certification), the Subrecipient certifies that it and its principals and vendors:
 1. Are not debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency. Subrecipient can access debarment information by going to www.sam.gov and the State Debarred Vendor List at: www.window.state.tx.us/procurement/prog/vendor_performance/debarred.
 2. Have not within a three-year period preceding this Grant 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;
 3. 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 (D)(2) of this certification;
 4. Have not within a three-year period preceding this Grant had one or more public transactions (Federal, State, or local) terminated for cause or default; or
 5. Where Subrecipient is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Grant. (Federal Certification).
- E. Federal funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Subrecipient may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.
- F. Subrecipient will comply with 2 C.F.R. Part 180, Subpart C as a condition of receiving grant funds and Subrecipient will require such compliance in any subgrants or contract at the next tier.
- G. Subrecipient will comply with the Drug-free Workplace Act, as amended, 412 U.S.C. §701 et seq., which requires Subrecipient to publish a statement about its drug-free workplace program and give a copy of the statement to each employee (including consultants and temporary personnel) who will be involved in award-supported activities at any site where these activities will be carried out. Also, places where work is being performed under the award (i.e., street address, city, state, and zip code) must be maintained on file. Subrecipient will notify the Grants Officer of any employee convicted of a violation of a criminal drug statute that occurs in the workplace. For additional information, see 44 C.F.R. Part 17. Subrecipient shall comply with the requirements of the Drug-Free Workplace Act of 1988, which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace.
- H. Subrecipient is not delinquent on any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424, item number 17 for additional information and guidance.
- I. Subrecipient will comply with all applicable requirements of all other federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this Grant.
- J. Subrecipient understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of funds in this Grant.

EXHIBIT D

State of Texas Assurances

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1. Shall comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the Subrecipient's governing body or of the Subrecipient's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.
2. Shall insure that all information collected, assembled, or maintained by the Subrecipient relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, unless otherwise expressly prohibited by law.
3. Shall comply with Texas Government Code, Chapter 551, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.
4. Shall comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.
5. Shall not contract with or issue a license, certificate, or permit to the owner, operator, or administrator of a facility if the Subrecipient is a health, human services, public safety, or law enforcement agency and the license, permit, or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.
6. Shall comply with all rules adopted by the Texas Commission on Law Enforcement pursuant to Chapter 1701, Texas Occupations Code, or shall provide the grantor agency with a certification from the Texas Commission on Law Enforcement that the agency is in the process of achieving compliance with such rules if the Subrecipient is a law enforcement agency regulated by Texas Occupations Code, Chapter 1701.
7. Shall follow all assurances. When incorporated into a grant award or contract, standard assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and subrecipients shall maintain an appropriate contract administration system to insure that all terms, conditions, and specifications are met. (See UGMS Section __.36 for additional guidance on contract provisions).
8. Shall comply with the Texas Family Code, Section 261.101, which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. Subrecipient shall also ensure that all program personnel are properly trained and aware of this requirement.
9. Shall comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990 including Titles I, II, and III of the Americans with Disability Act which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities, 44 U.S.C. §§ 12101-12213; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to this Grant.
10. Shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally assisted construction subagreements.
11. Shall comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646), which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Shall comply with the provisions of the Hatch Political Activity Act (5 U.S.C. §§7321-29), which limit the political activity of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Shall comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.
14. Shall insure that the facilities under its ownership, lease, or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA (EO 11738).

15. Shall comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. 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 proposed for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.
16. Shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
17. Shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
18. Shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
19. Shall comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.
20. Shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residential structures.
21. Shall comply with the Pro-Children Act of 1994 (Public Law 103-277), which prohibits smoking within any portion of any indoor facility used for the provision of services for children.
22. Shall comply with all federal tax laws and are solely responsible for filing all required state and federal tax forms.
23. Shall comply with all applicable requirements of all other federal and state laws, executive orders, regulations, and policies governing this program.
24. And its principals are eligible to participate and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity and it is not listed on a state or federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement have Exclusions listed at <https://www.sam.gov/portal/public/SAM/>.
25. Shall adopt and implement applicable provisions of the model HIV/AIDS work place guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.

EXHIBIT E

Environmental Review

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1. shall assess its federally funded projects for potential impact to environmental resources and historic properties.
2. shall submit any required screening form(s) as soon as possible and shall comply with deadlines established by DPS/TDEM. Timelines for the Environmental Planning and Historic Preservation (EHP) review process will vary based upon the complexity of the project and the potential for environmental or historical impact.
3. shall include sufficient review time within its project management plan to comply with EHP requirements. Initiation of any activity prior to completion of FEMA's EHP review will result in a non-compliance finding and DPS/TDEM will not authorize or release Grant funds for non-compliant projects.
4. as soon as possible upon receiving this Grant, shall provide information to DPS/TDEM to assist with the legally-required EHP review and to ensure compliance with applicable EHP laws and Executive Orders (EO) currently using the FEMA EHP Screening Form OMB Number 1660-0115/FEMA Form 024-0-01 and submitting it, with all supporting documentation, to DPS/TDEM for review. These EHP requirements include but are not limited to the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, EO 11988 – Floodplain Management, EO 11990 – Protection of Wetlands, and EO 12898 – Environmental Justice. Subrecipient shall comply with all Federal, State, and local EHP requirements and shall obtain applicable permits and clearances.
5. shall not undertake any activity from the project that would result in ground disturbance, facility modification, or purchase and use of sonar equipment without the prior approval of FEMA. These include but are not limited to communications towers, physical security enhancements involving ground disturbance, new construction, and modifications to buildings.
6. shall comply with all mitigation or treatment measures required for the project as the result of FEMA's EHP review. Any changes to an approved project description will require re-evaluation for compliance with EHP requirements before the project can proceed.
7. if ground disturbing activities occur during project implementation, Subrecipient shall ensure monitoring of ground disturbance and if any potential archeological resources are discovered, Subrecipient shall immediately cease construction in that area and notify FEMA and the appropriate State Historical Preservation Office.

EXHIBIT F

Additional Grant Conditions

1. Additional damage requiring a new Public Assistance project to be written must be reported within 60 days following the Kickoff meeting with the State- Federal team.
2. All work must be done prior to the approved project completion deadline assigned to each Project. Should additional time be required, a time extension request must be submitted which: a.) Identifies the projects requiring an extension. b.) Explains the reason for an extension. c.) Indicates the percentage of work that has been completed. d.) Provides an anticipated completion date. The reason for an extension must be based on extenuating circumstances or unusual project requirements that are beyond the control of your jurisdiction/organization. **Failure to submit a time extension request may result in reduction or withdrawal of federal funds for approved work.**
3. Any significant change to a project's approved Scope of Work must be reported and approved through TDEM and FEMA before starting the project. Failure to do so will jeopardize grant funding.
4. The Project Completion and Certification Report must be returned to TDEM once all the approved work has been completed for each project. If any project requires the purchase of insurance as a condition of receiving federal funds, a copy of the current policy must be attached to this report.
5. A cost overrun appeal on small (\$120,000.00) Public Assistance projects must be reported to the Texas Division of Emergency Management (TDEM) within 60 days of completing the last small project in order to be considered for additional funding.
6. Appeals may be filed on any determination made by FEMA or TDEM. All appeals must be submitted to TDEM within 60 days from receiving written notice of the action you wish to appeal. Should you wish to appeal a determination contained in the project application, the 60 days will start the day the application is signed.
7. Public Assistance program projects will not receive funding until all of the requirements identified in the comments section of the Project Worksheet are met.
8. You may request a payment of funds on projects by completing the "Payment of Funds" request and including documentation supporting your request. In the event that an audit results in a reduction of the awarded amount of a project, the subrecipient is responsible for returning the identified overage within 30 days of notification of the overpayment. Small Public Assistance projects are paid upon obligation and the receipt of all required documentation. Payments must be requested at least quarterly if expenditures have been made in that quarter.
9. Projects that have not received final payment will be reviewed quarterly by TDEM representatives upon receipt of the Quarterly Review form from the subrecipient. Quarterly reports will be due on the following dates: **March 15th, June 15th, September 15th & December 15th**. Public Assistance program small projects are exempted.
10. Subrecipient with must submit a project cost summary to TDEM following the completion of each project, except Public Assistance program small projects. The project cost summary must list all labor, equipment, materials and contract costs associated with making needed repairs.
11. Subrecipients expending \$750,000 or more in total Federal financial assistance in a fiscal year will be required to provide an audit made in accordance with OMB Uniform Guidance; Cost Principles, Audit, and Administrative Requirements for Federal Awards, Subpart F. A copy of the Single Audit must be submitted

to your cognizant State agency or TDEM within nine months of the end of the subrecipient's fiscal year. Consult with your financial officer regarding this requirement. If not required to submit a single audit, a letter must be sent to TDEM certifying to this.

12. Completed record and cost documents for all approved work must be for a minimum of three (3) years from the later of the completion of this project's public objective, submission of the final expenditure report, any litigation, dispute, or audit. Records shall be retained for three (3) years after any real estate or equipment final disposition. The DHS or DPS/TDEM may direct Subrecipient to retain documents or to transfer certain records to DHS custody when DHS determines that the records possess long term retention value. During this time, all approved projects are subject to State and Federal audit/review.
13. Subrecipients will not make any award to any party which is debarred or suspended, or is otherwise excluded from participation in the Federal assistance programs (EO 12549, Debarment and Suspension). Subrecipient must maintain documentation validating review of debarment list of eligible contractors.
14. Subrecipients must keep record of equipment acquired by federal funds for the life cycle of the equipment. A life cycle for most equipment will be three years, but could be longer. If the fair market value of a piece of equipment is valued over \$5,000, FEMA will have the right to a portion of proceeds if equipment is sold. If the fair market value of a piece of equipment is less than \$5,000, the property can either be retained, sold or designated as surplus with no further obligation to FEMA.

EXHIBIT G

Additional Grant Certifications

Match Certification

Applicant certifies that they have the ability to meet the or exceed the cost share required of this project.

Duplication of Program Statement

Applicant certifies there has not been, nor will there be, a duplication of benefits for this project.

For Hazard Mitigation Projects Only:

Maintenance Agreement

Applicant certifies that if there is a Maintenance Agreement needed for this facility copy of that agreement will be provided to TDEM.

Environmental Justice Statement

Federal Executive Order 12898 compliance requirements – If there are any concentrations of low income or minority populations in or near the HMGP project:

1. Applicant certifies that the HMGP project result will not result in a disproportionately high or adverse effect on low income or minority populations.
OR
2. Applicant certifies that action will be taken to ensure achievement of environmental justice for low income and minority populations related to this HMGP project.

Commissioners Court - Regular Session

29.

Meeting Date: 01/24/2017

FEMA Project Number PA-06-TX-4223-PW02129 Project Title - WIL032G Brushy Creek Park Trails

Submitted For: Jarred Thomas

Submitted By: Cynthia Hood, Emergency Manager

Department: Emergency Management

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on the acceptance of FEMA DR-4223 disaster recovery grant funding. Project Title - WIL032G Brushy Creek Park Trails.

Background

Catalog of Federal Domestic Assistance (CFDA) number 97.036 FEMA Project Number PA-06-TX-4223-PW02129 - Project Title WIL032G Brushy Creek Park Trails, Period of Performance 05-29-2015 to 05-29-2017. This disaster recovery grant is a 75 percent federal share and 25 percent local share for damages sustained during the May Floods of 2015. This project has been authorized by FEMA and approved by the Auditor's Office, Road and Bridge, and Emergency Management

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

WIL032G-PW02129 (V1) Subgrant Award Letter (003)

GRANT TERMS AND CONDITIONS

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Cynthia Hood

Final Approval Date: 01/13/2017

Reviewed By

Wendy Coco

Date

01/13/2017 10:21 AM

Started On: 01/12/2017 04:25 PM

TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N. LAMAR BLVD. - BOX 4087 - AUSTIN, TEXAS 78773-0220
512/424-2000
www.dps.texas.gov



STEVEN C. McCRAW
DIRECTOR
DAVID G. BAKER
ROBERT J. BODISCH, SR.
DEPUTY DIRECTORS



COMMISSION
A. CYNTHIA LEON, CHAIR
MANNY FLORES
FAITH JOHNSON
STEVEN P. MACH
RANDY WATSON

January 12, 2017

The Honorable Dan Gattis, County Judge
Williamson County
710 S. Main Street, Ste. 201
Georgetown TX, 78626
DUNS Number 076930049
TINS Number 17460009784
FIPS Number 491-99491-00

RE: Public Assistance Grant, 4223, Severe Storms, Tornadoes, Straight-line Winds,
and Flooding
Catalog of Federal Domestic Assistance (CFDA) number: 97.036
FEMA Project Number PA-06-TX-4223-PW02129
Project Title: WIL032G – Brushy Creek Park Trails
Period of Performance 05/29/2015 to 05/29/2017

A Public Assistance subgrant has been awarded by Texas Division of Emergency
Management (TDEM).

PA-06-TX-4223-PW02129						
Version / Amendment	Date	Total Subgrant Amount	Federal Cost Share Percentage	Federal Cost Share Amount	Local Cost Share Percentage	Local Cost Share Amount
0	7/18/2016	\$ 10,016.39	75%	\$ 7,512.29	25%	\$ 2,504.10
1	12/16/2016	\$ 402.90	75%	\$302.18	25%	\$ 100.72
Subtotal		\$ 10,419.29		\$ 7,814.47		\$ 2,604.82

This award is not for Research or Development as defined in 2 CFR 200.87.

No indirect costs are available with this award. Direct Administrative Costs are allowable
as outlined in the project scope.

A copy of the approved scope of work is attached. Terms and conditions of this award
are also attached.

Signing and returning this award letter indicates Subrecipient's acceptance of the scope
of the subaward, the ability to pay the state match and all grant terms and conditions
outlined in the attached documents.

Acceptance of the subaward must be returned to TDEM before payment on the subaward can be processed.

It is important that the Subrecipient read, understand and comply with the scope and all terms and conditions. It is also vital that this information be disseminated to Subrecipient's staff and contractors that are involved in work related to administrative support or administration of the subgrant.

If changes are needed to the scope of the subaward, period of performance or costs associated to the subaward, the Subrecipient should immediately contact TDEM. No change will be considered made to the subaward until the Subrecipient is notified in writing by TDEM.

Please sign below to acknowledged acceptance of this subaward and agreement to abide by all terms and conditions.

Designated Subrecipient Agent

Date

Should you wish to appeal any determination related to this subaward you must do so within 60 days of receipt of the notice of the action. You will need to provide your appeal with any documentation supporting your position to your assigned TDEM project officer within the allotted time.

If you have any questions please contact Nazrine Khan at 512-692-1223 or email at Nazrine.Khan@us.gt.com.

ATTACHMENTS: Scope of Work
Terms and Conditions

GRANT TERMS AND CONDITIONS

This Grant Agreement (consisting of FEMA Disaster Award and these Terms and Conditions) is made and entered into by and between the Department of Public Safety / Texas Division of Emergency Management, an agency of the State of Texas, hereinafter referred to as "DPS/TDEM," and the funds recipient, hereinafter referred to as the "Applicant" or "Subrecipient." Furthermore, DPS/TDEM and the Subrecipient are collectively hereinafter referred to as the "Parties."

Subrecipient may not assign or transfer any interest in this Grant without the express, prior written consent of DPS/TDEM. If Subrecipient issues subawards as part of this Grant project, Subrecipient shall include and require its subawardees to comply with the terms and conditions of this Grant.

The term "Subrecipient agreement funds" as used in this Grant means funds provided by DPS/TDEM under the United States Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA) grant programs (also referred to herein as DHS/FEMA). The term "Subrecipient's funds" or match funds as used in this Grant means funds provided by the Subrecipient.

- A. **Standard of Performance.** Subrecipient shall perform all activities as approved by DPS/TDEM. Any change to a project shall receive prior written approval by TDEM and, if required, by FEMA. Subrecipient shall perform all activities in accordance with all terms, provisions and requirements set forth in this Grant, including but not limited to the following Exhibits:
1. Assurances – Non-Construction Programs, hereinafter referred to as "Exhibit A"
 2. Assurances – Construction Programs, hereinafter referred to as "Exhibit B"
 3. Certifications for Grant Agreements, hereinafter referred to as "Exhibit C"
 4. State of Texas Assurances, hereinafter referred to as "Exhibit D"
 5. Environmental Review Certification, hereinafter referred to as "Exhibit E"
 6. Additional Grant Conditions, hereinafter referred to as "Exhibit F"
 7. Additional Grant Certifications, hereinafter referred to as "Exhibit G"
- B. **Failure to Perform.** In the event Subrecipient fails to implement the project(s) entered and approved in the DPS/TDEM web-based grants management system, or comply with any provision of this Grant, Subrecipient shall be liable to DPS/TDEM for an amount not to exceed the award amount of this Grant and may be barred from applying for or receiving additional DHS/FEMA grant program funds or any other grant program funds administered by DPS until repayment to DPS/TDEM is made and any other compliance or audit finding is satisfactorily resolved, in addition to any other remedy specified in this Grant. Failure to timely implement projects may reduce future funding in additional DHS/FEMA and/or other grant programs administered by DPS.
- C. **Funding Obligations.** DPS/TDEM shall not be liable to Subrecipient for any costs incurred by Subrecipient that are not allowable costs.
1. Notwithstanding any other provision of this Grant, the total of all payments and other obligations incurred by DPS/TDEM under this Grant shall not exceed the Total Award Amount listed on the Grant Subrecipient Award.
 2. Subrecipient shall contribute the match funds listed on the Grant Subrecipient Award.

3. Subrecipient shall refund to DPS/TDEM any sum of these Grant funds that has been determined by DPS/TDEM to be an overpayment to Subrecipient or that DPS/TDEM determines has not been spent by Subrecipient in accordance with this Grant. No refund payment(s) shall be made from local, state or federal Grant funds unless repayment with Grant funds is specifically permitted by statute or regulation. Subrecipient shall make such refund to DPS/TDEM within thirty (30) calendar days after
4. DPS/TDEM requests such refund.

D. **Performance Period.** The performance period for this Grant is listed on the Grant Subrecipient Award letter. **All projects shall be completed within the performance period AND all reimbursement requests shall be submitted to DPS/TDEM within 60 days for the end of the performance period.** Subrecipient shall have expended all Grant funds and submitted reimbursement requests, invoices and any supporting documentation to DPS/TDEM within 60 days of the end of the performance period. DPS/TDEM shall not be obligated to reimburse expenses incurred after the performance period or submitted after the deadline.

E. **Uniform Administrative Requirements, Cost Principals and Audit Requirements.** Except as specifically modified by law or this Grant, Subrecipient shall administer this Grant through compliance with the most recent version of all applicable laws and regulations, including but not limited to DHS program legislation, Federal awarding agency regulations, and the terms and conditions of this Grant. A non-exclusive list is provided below [not all may apply in every projects]:

- Public Law 93-288, as amended (Stafford Act)
- 44 CFR, Emergency Management and Assistance
- Disaster Mitigation Act of 2000
- OMB Regulations 2 CFR, Grant and Agreements
- Executive Order 11988, Floodplain Management
- Executive Order 11990, Protection of Wetlands
- Executive Order 12372, Intergovernmental Review of Programs and Activities
- Executive Order 12549, Debarment and Suspension
- Executive Order 12612, Federalism
- Executive Order 12699, Seismic Design
- Executive Order 12898, Environmental Justice
- Coastal Barrier Resources Act, Public Law 97-348
- Single Audit Act, Public Law 98-502
- Sandy Recovery Improvement Act publications
- 16 U.S.C. § 470, National Historic Preservation Act
- 16 U.S.C. § 1531, Endangered Species Act References
- FEMA program publications, guidance and policies

F. **State Requirements for Grants.** Subrecipient shall comply with all other federal, state, and local laws and regulations applicable to this Grant including but not limited to the laws and the regulations promulgated in Texas Government Code, Chapter 783, Uniform Grant and Contract Management, (UGMS) at:

<http://www.window.state.tx.us/procurement/catrad/ugms.pdf>

and the program State Administrative Plan, available at:

<http://www.txdps.state.tx.us/dem/GrantsResources/index.htm>.

Subrecipient shall, in addition to the assurances and certifications, comply and require each of its subcontractors employed in the completion of the project to comply with all applicable statutes, regulations, executive orders, OMB circulars, terms and conditions of this Grant and the approved application.

Grant funds may not be awarded to or expended by any entity which performs political polling. This prohibition does not apply to a poll conducted by an academic institution as part of the institution's academic mission that is not conducted for the benefit of a particular candidate or party.

Grant funds may not be expended by a unit of local government unless the following limitations and reporting requirements are satisfied:

1. Texas General Appropriations Act, Art. IX, Parts 2 and 3, except there is no requirement for increased salaries for local government employees;
2. Texas Government Code Sections 556.004, 556.005, and 556.006, which prohibits using any money or vehicle to support the candidacy of any person for office, influencing positively or negatively the payment, loan, or gift to a person or political organization for a political purpose, and using Grant funds to influence the passage or defeat of legislation including not assisting with the funding of a lobbyist, or using Grant funds to pay dues to an organization with a registered lobbyist;
3. Texas Government Code Sections 2113.012 and 2113.101, which prohibits using Grant funds to compensate any employee who uses alcoholic beverages on active duty and Subrecipient may not use Grant funds to purchase an alcoholic beverage and may not pay or reimburse any travel expense for an alcoholic beverage;
4. Texas General Appropriations Act, Art. IX, Section 6.13, which requires Subrecipient to make every effort to attain key performance target levels associated with this Grant, including performance milestones, milestone time frames, and related performance reporting requirements; and
5. General Appropriations Act, Art. IX, Sections 7.01 and 7.02, and Texas Government Code §2102.0091, which requires that this Grant may only be expended if Subrecipient timely completes and files its reports.

G. Restrictions and General Conditions.

1. Use of Funds. DHS/FEMA Grant funds may only be used for the purposes set forth in this Grant, and shall be consistent with the statutory authority for this Grant. Grant funds may not be used for matching funds for other Federal grants/cooperative agreements, lobbying, or intervention in Federal regulatory or adjudicatory proceedings. In addition, Federal funds may not be used to sue the Federal government or any other government entity.
2. Federal Employee Prohibition. Federal employees are prohibited from serving in any capacity (paid or unpaid) on any proposal submitted under this Grant. Federal employees may not receive funds under this Grant.
3. Points of Contacts. Within 30 calendar days of any change, Subrecipient shall notify DPS/TDEM of any change or correction to the Designation of Applicant's Agent, chief elected official, program, and/or financial points of contact in the DPS/TDEM grant management system.
4. DUNS Number. Subrecipient confirms its Data Universal Numbering Systems (DUNS) Number is the number listed on this Grant. The DUNS Number is the nine digit number

established and assigned by Dun and Bradstreet, Inc., at 866/705-5711 or <http://fedgov.dnb.com/webform>

5. Central Contractor Registration and Universal Identifier Requirements. Subrecipient maintains that it has registered on the System for Award Management (SAM) at www.sam.gov or other federally established site for contractor registration, and entered DPS/TDEM-required information. Subrecipient shall keep current, and then review and update the information at least annually. Subrecipient shall keep information current in the SAM database until the later of when it submits this Grant's final financial report or receives final Grant award payment. Subrecipient agrees that it shall not make any subaward agreement or contract related to this Grant without first obtaining the vendor/subawardee's mandatory DUNS number. See Section §200.32 of OMB 2 C.F.R.
6. Reporting Total Compensation of Subrecipient Executives. 2 C.F.R. §200.331; see FEMA Information Bulletin 350.
 - a. Applicability and what to report: Subrecipient shall report whether Subrecipient received \$25 million or more in Federal procurement contracts or financial assistance subject to the Transparency Act per 2 C.F.R. §200.331. Subrecipient shall report whether 80% or more of Subrecipient's annual gross revenues were from Federal procurement contracts or Federal financial assistance. If Subrecipient answers "yes" to both questions, Subrecipient shall report, along with Subrecipient's DUNS number, the names and total compensation (see 17 C.F.R. §229.402(c)(2)) for each of Subrecipient's five most highly compensated executives for the preceding completed fiscal year.
 - b. Where and when to report: Subrecipient shall report executive total compensation at www.sam.gov or other federally established replacement site. By signing this Grant, Subrecipient certifies that, if required, Subrecipient's jurisdiction has already registered, entered the required information, and shall keep information in the SAM database current, and update the information at least annually for each year until the later of when the jurisdiction submits its final financial report or receives final payment. Subrecipient agrees that it shall not make any subaward agreement or contract without first obtaining the subawardee's mandatory DUNS number.
7. Debarment and Suspension. Subrecipient shall comply with Executive Order 12549 and 12689, which provide protection against waste, fraud, and abuse by debarment or suspending those persons deemed irresponsible in their dealings with the Federal government.
8. Direct Deposit. If Subrecipient has not received reimbursements from DPS/TDEM within the past eleven (11) months (prior to date of award), it shall forward a new/updated direct deposit form to DPS/TDEM. Completed direct deposit forms from Subrecipient shall be emailed to TDEM project officer. The email subject line and attachment name shall include the subrecipient name and identify the document attached (i.e. "*Sample County DD form*"). The direct deposit form is currently available at <http://www.window.state.tx.us/taxinfo/taxforms/74-176.pdf>.
9. Property Management and Inventory. Subrecipient shall maintain property/inventory records which, at minimum, shall include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, the cost of the property, the percentage of Federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property. Subrecipient shall develop and implement a control system to prevent loss, damage or theft of property and Subrecipient shall investigate and document any loss, damage or theft of property funded under this Grant.

10. Site Visits. DHS and/or DPS/TDEM, through its authorized representatives, have the right at all reasonable times to make site visits to review project accomplishments and management control systems and to provide such technical assistance as may be required. If any site visit is made by DHS on the premises of Subrecipient or a contractor under this Grant, Subrecipient shall provide and shall require its contractors to provide all reasonable facilities and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner that will not unduly delay the work.

H. **Procurement and Contracting**.

1. Procurements. Subrecipient shall comply with all applicable federal, state, and local laws and requirements, including but not limited to proper competitive solicitation processes where required, for any procurement which utilizes federal funds awarded under this Grant in accordance with 2 C.F.R. 200. 318
2. Contract Provisions. All contracts executed using funds awarded under this Grant shall contain the contract provisions listed under 2 C.F.R. 200.326 and Appendix II (A), Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
3. Procurement activities must follow the most restrictive of Federal, State and Local procurement regulations:
 - a. Procurement by micro purchase
 - b. Procurement by small purchase
 - c. Procurement by sealed bid
 - d. Procurement by competitive proposal
 - e. Procurement by non-competitive proposal, solely when the award of a contract is unfeasible under the other methods

The State must be contacted for approval to use a noncompetitive procurement method. Failure to follow eligible procurement methods will result in ineligible costs. Other types of agreements for services must have State approval prior to use or execution. A copy of the local procurement policy must be provided to the State before initial payment.

The **cost plus a percentage of cost** and **percentage of construction** cost methods of contracting are **ineligible**.

Must perform **cost/price analysis** for purchases over \$3000.

Must negotiate profit as a separate element where required.

4. Evidence of non-debarment for vendors must be documented through <http://www.sam.gov/portal/public/SAM> and http://www.window.state.tx.us/procurement/prog/vendor_performance/debarred/ and submitted for review.
 5. Comply with rules related to underutilized businesses (small and minority businesses, women's enterprises and labor surplus firms) at 2 CFR 200.321
- I. **Monitoring**. Subrecipient will be monitored periodically by federal, state or local entities, both programmatically and financially, to ensure that project goals, objectives, performance requirements, timelines, milestone completion, budget, and other program-related criteria are met.

DPS/TDEM, or its authorized representative, reserves the right to perform periodic desk/office-based and/or on-site monitoring of Subrecipient's compliance with this Grant and of the adequacy and timeliness of Subrecipient's performance pursuant to this Grant. After each monitoring visit, DPS/TDEM shall provide Subrecipient with a written report of the monitor's findings. If the monitoring report notes deficiencies in Subrecipient's performance under this Grant, the monitoring report shall include requirements for the timely correction of such deficiencies by Subrecipient. Failure by Subrecipient to take action specified in the monitoring report may be cause for suspension or termination of this Grant pursuant to the Suspension and/or Termination Section herein.

J. **Audit.**

1. **Audit of Federal and State Funds.** Subrecipient shall arrange for the performance of an annual financial and compliance audit of funds received and performances rendered under this Grant as required by the Single Audit Act (OMB 2 C.F.R. 200.501, formerly A-133). Subrecipient shall comply, as applicable, with Texas Government Code, Chapter 783, the Uniform Grant Management Standards (UGMS), the State Uniform Administrative Requirements for Grants and Cooperative Agreements.
2. **Right to Audit.** Subrecipient shall give the United States Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), the Comptroller General of the United States, the Texas State Auditor, DPS/TDEM, or any of their duly authorized representatives, access to and the right to conduct a financial or compliance audit of Grant funds received and performances rendered under this Grant. Subrecipient shall permit DPS/TDEM or its authorized representative to audit Subrecipient's records. Subrecipient shall provide any documents, materials or information necessary to facilitate such audit.
3. **Subrecipient's Liability for Disallowed Costs.** Subrecipient understands and agrees that it shall be liable to DPS/TDEM for any costs disallowed pursuant to any financial or compliance audit(s) of these funds. Subrecipient further understands and agrees that reimbursement to DPS/TDEM of such disallowed costs shall be paid by Subrecipient from funds that were not provided or otherwise made available to Subrecipient pursuant to this Grant or any other federal contract.
4. **Subrecipient's Facilitation of Audit.** Subrecipient shall take such action to facilitate the performance of such audit(s) conducted pursuant to this Section as DPS/TDEM may require of Subrecipient. Subrecipient shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Subrecipient and the requirement to cooperate is included in any subcontract it awards.
5. **State Auditor's Clause.** Subrecipient understands that acceptance of funds under this Grant acts as acceptance of the authority of the State Auditor's Office to conduct an audit or investigation in connection with those funds. Subrecipient further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. Subrecipient shall ensure that this clause concerning the State Auditor's Office's authority to audit funds and the requirement to cooperate fully with the State Auditor's Office is included in any subgrants or subcontracts it awards. Additionally, the State Auditor's Office shall at any time have access to and the rights to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of Subrecipient relating to this Grant.

K. Retention and Accessibility of Records.

1. Retention of Records. Subrecipient shall maintain fiscal records and supporting documentation for all expenditures of this Grant's funds pursuant to the applicable OMB 2 C.F.R. Subpart D – Post Federal Award Requirements, of Part 200 UGMS §__42, and this Grant. Subrecipient shall retain these records and any supporting documentation for a minimum of three (3) years from the later of the completion of this project's public objective, submission of the final expenditure report, any litigation, dispute, or audit. Records shall be retained for three (3) years after any real estate or equipment final disposition. The DHS or DPS/TDEM may direct Subrecipient to retain documents or to transfer certain records to DHS custody when DHS determines that the records possess long term retention value.
2. Access to Records. Subrecipient shall give the United States Department of Homeland Security, the Comptroller General of the United States, the Texas State Auditor, DPS/TDEM, or any of its duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, other papers, things or property belonging to or in use by Subrecipient pertaining to this Grant including records concerning the past use of DHS/FEMA funds. Such rights to access shall continue as long as the records are retained by Subrecipient.

L. Changes, Amendments, Suspension or Termination

1. Modification. FEMA or DPS/TDEM may modify this Grant after an award has been made. Once notification has been made in writing, any subsequent request for funds indicates Subrecipient's acceptance of the changes to this Grant. Any alteration, addition, or deletion to this Grant by Subrecipient is not valid.
2. Effect of Changes in Federal and State Laws. Any alterations, additions, or deletions to this Grant that are required by changes in federal and state laws, regulations or policy are automatically incorporated into this Grant without written amendment to this Grant and shall become effective upon the date designated by such law or regulation. In the event FEMA or DPS/TDEM determines that changes are necessary to this Grant after an award has been made, including changes to the period of performance or terms and conditions, Subrecipient shall be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate Subrecipient's acceptance of the changes to this Grant.
3. Suspension. In the event Subrecipient fails to comply with any term of this Grant, DPS/TDEM may, upon written notification to Subrecipient, suspend this Grant, in whole or in part, withhold payments to Subrecipient and prohibit Subrecipient from incurring additional obligations of this Grant's funds.
4. Termination. DPS/TDEM shall have the right to terminate this Grant, in whole or in part, at any time before the end of the Performance Period, if DPS/TDEM determines that Subrecipient has failed to comply with any term of this Grant. DPS/TDEM shall provide written notice of the termination and include:
 - a. The reason(s) for such termination;
 - b. The effective date of such termination; and
 - c. In the case of partial termination, the portion of this Grant to be terminated.
 - d. Appeal may be made to the Deputy Assistant Director of Texas Division of Emergency Management- Recovery Mitigation and Standards, Texas Department of Public Safety.

- M. Enforcement.** If Subrecipient materially fails to comply with any term of this Grant, whether stated in a federal or state statute or regulation, an assurance, in a state plan or application,

a notice of award, or elsewhere, DPS/TDEM or DHS may take one or more of the following actions, as appropriate in the circumstances:

1. Increased monitoring of projects and require additional financial and performance reports
2. Require payments as reimbursements rather than advance payments
3. Temporarily withhold payments pending correction of the deficiency
4. Disallow or deny use of funds and matching credit for all or part of the cost of the activity or action not in compliance;
5. Request FEMA to wholly or partially de-obligate funding for a project
6. Temporarily withhold cash payments pending correction of the deficiency by subrecipient or more severe enforcement action by DPS/TDEM or DHS;
7. Withhold further awards for the grant program
8. Take other remedies that may be legally available

In taking an enforcement action, DPS/TDEM will provide Subrecipient an opportunity for a hearing, appeal, or other administrative proceeding to which Subrecipient is entitled under any statute or regulation applicable to the action involved.

The costs of Subrecipient resulting from obligations incurred by Subrecipient during a suspension or after termination of this Grant are not allowable unless DPS/TDEM or DHS expressly authorizes them in the notice of suspension or termination or subsequently.

Other Subrecipient costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:

- The costs result from obligations which were properly incurred by Subrecipient before the effective date of suspension or termination, are not in anticipation of it, and in the case of a termination, are non-cancellable; and
- The costs would be allowable if this Grant were not suspended or expired normally at the end of the funding period in which the termination takes effects.

The enforcement remedies identified in this section, including suspension and termination, do not preclude Subrecipient from being subject to "Debarment and Suspension" under E.O. 12549. 2 C.F.R., Appendix II to Part 200, (I).

- N. **Conflicts of Interest.** The subrecipient will maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts and will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
- O. **Closing of this Grant.** DPS/TDEM will close a subaward after receiving all required final documentation from the Subrecipient. If the close out review and reconciliation indicates that Subrecipient is owed additional funds, DPS/TDEM will send the final payment automatically to Subrecipient. If Subrecipient did not use all the funds received, DPS/TDEM will recover the unused funds.

At the completion of Subrecipient's performance period, DPS/TDEM will de-obligate all uncommitted funds and de-obligate all unexpended funds if final documentation is not received by the deadline.

The closeout of this Grant does not affect:

1. DHS or DPS/TDEM's right to disallow costs and recover funds on the basis of a later audit or other review;
2. Subrecipient's obligation to return any funds due as a result of later refunds, corrections, or other transactions;
3. Records retention requirements, property management requirements, and audit requirements, as set forth herein; and
4. Any other provisions of this Grant that impose continuing obligations on Subrecipient or that govern the rights and limitations of the parties to this Grant after the expiration or termination of this Grant.

EXHIBIT A

ASSURANCES - NON-CONSTRUCTION PROGRAMS See Standard Form 424B

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this Grant.
2. Will give the Department of Homeland Security, the Department of Public Safety, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to this Grant and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686 and 44 C.F.R. Part 19), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply or has already complied with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction sub-agreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190 as amended by 42 U.S.C. 4311 et seq. and Executive Order (EO) 11514) which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters. To comply with NEPA for DHS grant-supported activities, DHS-FEMA requires the environmental aspects to be reviewed and evaluated before final action on the application; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) comply with the Clean Air Act of 1977, (42 U.S.C. §§7401 et seq. and Executive Order 11738) providing for the protection of and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93- 205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348, 45 C.F.R. 46, and DHS Management Directive 026-044 (Directive) regarding the protection of human subjects involved in research, development, and related activities supported by this Grant. "Research" means a systematic investigation, including research, development, testing, and evaluation designed to develop or contribute to general knowledge. See Directive for additional provisions for including humans in the womb, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). See also state and local law for research using autopsy materials.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133 (now OMB 2 C.F.R. 200.500), "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance, and policies governing this Grant.

EXHIBIT B

ASSURANCES - CONSTRUCTION PROGRAMS See Standard Form 424D

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this Grant.
2. Will give the Department of Homeland Security, the Department of Public Safety, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to this Grant and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of this Grant.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686 and 44 C.F.R. Part 19), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the agreement.
11. Will comply or has already complied with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327- 333) regarding labor standards for federally-assisted construction sub-agreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91- 190) as amended by 42 U.S.C. 4311 et seq. and Executive Order (EO) 11514 which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) comply with the Clean Air Act of 1977, (42 U.S.C. §§7401 et seq. and Executive Order 11738) providing for the protection of and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133 (now OMB 2 C.F.R. 200.500), "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance and policies governing this Grant.

Exhibit C

Certifications for Grant Agreements

The undersigned, as the authorized official, certifies the following to the best of his/her knowledge and belief.

- A. 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, an officer or employee of Congress, or an employee or 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.
- B. 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 or 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 of Lobbying Activities, in accordance with its instructions.
- C. The undersigned shall require that the language of this certification prohibiting lobbying be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose 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.
- D. As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 C.F.R. Part 67, for prospective participants in primary covered transactions, as defined at 28 C.F.R. Part 67, Section 67.510. (Federal Certification), the Subrecipient certifies that it and its principals and vendors:
 1. Are not debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency. Subrecipient can access debarment information by going to www.sam.gov and the State Debarred Vendor List at: www.window.state.tx.us/procurement/prog/vendor_performance/debarred.
 2. Have not within a three-year period preceding this Grant 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;
 3. 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 (D)(2) of this certification;
 4. Have not within a three-year period preceding this Grant had one or more public transactions (Federal, State, or local) terminated for cause or default; or
 5. Where Subrecipient is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Grant. (Federal Certification).
- E. Federal funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Subrecipient may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.
- F. Subrecipient will comply with 2 C.F.R. Part 180, Subpart C as a condition of receiving grant funds and Subrecipient will require such compliance in any subgrants or contract at the next tier.
- G. Subrecipient will comply with the Drug-free Workplace Act, as amended, 412 U.S.C. §701 et seq., which requires Subrecipient to publish a statement about its drug-free workplace program and give a copy of the statement to each employee (including consultants and temporary personnel) who will be involved in award-supported activities at any site where these activities will be carried out. Also, places where work is being performed under the award (i.e., street address, city, state, and zip code) must be maintained on file. Subrecipient will notify the Grants Officer of any employee convicted of a violation of a criminal drug statute that occurs in the workplace. For additional information, see 44 C.F.R. Part 17. Subrecipient shall comply with the requirements of the Drug-Free Workplace Act of 1988, which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace.
- H. Subrecipient is not delinquent on any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424, item number 17 for additional information and guidance.
- I. Subrecipient will comply with all applicable requirements of all other federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this Grant.
- J. Subrecipient understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of funds in this Grant.

EXHIBIT D

State of Texas Assurances

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1. Shall comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the Subrecipient's governing body or of the Subrecipient's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.
2. Shall insure that all information collected, assembled, or maintained by the Subrecipient relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, unless otherwise expressly prohibited by law.
3. Shall comply with Texas Government Code, Chapter 551, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.
4. Shall comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.
5. Shall not contract with or issue a license, certificate, or permit to the owner, operator, or administrator of a facility if the Subrecipient is a health, human services, public safety, or law enforcement agency and the license, permit, or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.
6. Shall comply with all rules adopted by the Texas Commission on Law Enforcement pursuant to Chapter 1701, Texas Occupations Code, or shall provide the grantor agency with a certification from the Texas Commission on Law Enforcement that the agency is in the process of achieving compliance with such rules if the Subrecipient is a law enforcement agency regulated by Texas Occupations Code, Chapter 1701.
7. Shall follow all assurances. When incorporated into a grant award or contract, standard assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and subrecipients shall maintain an appropriate contract administration system to insure that all terms, conditions, and specifications are met. (See UGMS Section __.36 for additional guidance on contract provisions).
8. Shall comply with the Texas Family Code, Section 261.101, which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. Subrecipient shall also ensure that all program personnel are properly trained and aware of this requirement.
9. Shall comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990 including Titles I, II, and III of the Americans with Disability Act which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities, 44 U.S.C. §§ 12101-12213; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to this Grant.
10. Shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally assisted construction subagreements.
11. Shall comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646), which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Shall comply with the provisions of the Hatch Political Activity Act (5 U.S.C. §§7321-29), which limit the political activity of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Shall comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.
14. Shall insure that the facilities under its ownership, lease, or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA (EO 11738).

15. Shall comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. 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 proposed for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.
16. Shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
17. Shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
18. Shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
19. Shall comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.
20. Shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residential structures.
21. Shall comply with the Pro-Children Act of 1994 (Public Law 103-277), which prohibits smoking within any portion of any indoor facility used for the provision of services for children.
22. Shall comply with all federal tax laws and are solely responsible for filing all required state and federal tax forms.
23. Shall comply with all applicable requirements of all other federal and state laws, executive orders, regulations, and policies governing this program.
24. And its principals are eligible to participate and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity and it is not listed on a state or federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement have Exclusions listed at <https://www.sam.gov/portal/public/SAM/>.
25. Shall adopt and implement applicable provisions of the model HIV/AIDS work place guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.

EXHIBIT E

Environmental Review

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1. shall assess its federally funded projects for potential impact to environmental resources and historic properties.
2. shall submit any required screening form(s) as soon as possible and shall comply with deadlines established by DPS/TDEM. Timelines for the Environmental Planning and Historic Preservation (EHP) review process will vary based upon the complexity of the project and the potential for environmental or historical impact.
3. shall include sufficient review time within its project management plan to comply with EHP requirements. Initiation of any activity prior to completion of FEMA's EHP review will result in a non-compliance finding and DPS/TDEM will not authorize or release Grant funds for non-compliant projects.
4. as soon as possible upon receiving this Grant, shall provide information to DPS/TDEM to assist with the legally-required EHP review and to ensure compliance with applicable EHP laws and Executive Orders (EO) currently using the FEMA EHP Screening Form OMB Number 1660-0115/FEMA Form 024-0-01 and submitting it, with all supporting documentation, to DPS/TDEM for review. These EHP requirements include but are not limited to the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, EO 11988 – Floodplain Management, EO 11990 – Protection of Wetlands, and EO 12898 – Environmental Justice. Subrecipient shall comply with all Federal, State, and local EHP requirements and shall obtain applicable permits and clearances.
5. shall not undertake any activity from the project that would result in ground disturbance, facility modification, or purchase and use of sonar equipment without the prior approval of FEMA. These include but are not limited to communications towers, physical security enhancements involving ground disturbance, new construction, and modifications to buildings.
6. shall comply with all mitigation or treatment measures required for the project as the result of FEMA's EHP review. Any changes to an approved project description will require re-evaluation for compliance with EHP requirements before the project can proceed.
7. if ground disturbing activities occur during project implementation, Subrecipient shall ensure monitoring of ground disturbance and if any potential archeological resources are discovered, Subrecipient shall immediately cease construction in that area and notify FEMA and the appropriate State Historical Preservation Office.

EXHIBIT F

Additional Grant Conditions

1. Additional damage requiring a new Public Assistance project to be written must be reported within 60 days following the Kickoff meeting with the State- Federal team.
2. All work must be done prior to the approved project completion deadline assigned to each Project. Should additional time be required, a time extension request must be submitted which: a.) Identifies the projects requiring an extension. b.) Explains the reason for an extension. c.) Indicates the percentage of work that has been completed. d.) Provides an anticipated completion date. The reason for an extension must be based on extenuating circumstances or unusual project requirements that are beyond the control of your jurisdiction/organization. **Failure to submit a time extension request may result in reduction or withdrawal of federal funds for approved work.**
3. Any significant change to a project's approved Scope of Work must be reported and approved through TDEM and FEMA before starting the project. Failure to do so will jeopardize grant funding.
4. The Project Completion and Certification Report must be returned to TDEM once all the approved work has been completed for each project. If any project requires the purchase of insurance as a condition of receiving federal funds, a copy of the current policy must be attached to this report.
5. A cost overrun appeal on small (\$120,000.00) Public Assistance projects must be reported to the Texas Division of Emergency Management (TDEM) within 60 days of completing the last small project in order to be considered for additional funding.
6. Appeals may be filed on any determination made by FEMA or TDEM. All appeals must be submitted to TDEM within 60 days from receiving written notice of the action you wish to appeal. Should you wish to appeal a determination contained in the project application, the 60 days will start the day the application is signed.
7. Public Assistance program projects will not receive funding until all of the requirements identified in the comments section of the Project Worksheet are met.
8. You may request a payment of funds on projects by completing the "Payment of Funds" request and including documentation supporting your request. In the event that an audit results in a reduction of the awarded amount of a project, the subrecipient is responsible for returning the identified overage within 30 days of notification of the overpayment. Small Public Assistance projects are paid upon obligation and the receipt of all required documentation. Payments must be requested at least quarterly if expenditures have been made in that quarter.
9. Projects that have not received final payment will be reviewed quarterly by TDEM representatives upon receipt of the Quarterly Review form from the subrecipient. Quarterly reports will be due on the following dates: **March 15th, June 15th, September 15th & December 15th**. Public Assistance program small projects are exempted.
10. Subrecipient with must submit a project cost summary to TDEM following the completion of each project, except Public Assistance program small projects. The project cost summary must list all labor, equipment, materials and contract costs associated with making needed repairs.
11. Subrecipients expending \$750,000 or more in total Federal financial assistance in a fiscal year will be required to provide an audit made in accordance with OMB Uniform Guidance; Cost Principles, Audit, and Administrative Requirements for Federal Awards, Subpart F. A copy of the Single Audit must be submitted

to your cognizant State agency or TDEM within nine months of the end of the subrecipient's fiscal year. Consult with your financial officer regarding this requirement. If not required to submit a single audit, a letter must be sent to TDEM certifying to this.

12. Completed record and cost documents for all approved work must be for a minimum of three (3) years from the later of the completion of this project's public objective, submission of the final expenditure report, any litigation, dispute, or audit. Records shall be retained for three (3) years after any real estate or equipment final disposition. The DHS or DPS/TDEM may direct Subrecipient to retain documents or to transfer certain records to DHS custody when DHS determines that the records possess long term retention value. During this time, all approved projects are subject to State and Federal audit/review.
13. Subrecipients will not make any award to any party which is debarred or suspended, or is otherwise excluded from participation in the Federal assistance programs (EO 12549, Debarment and Suspension). Subrecipient must maintain documentation validating review of debarment list of eligible contractors.
14. Subrecipients must keep record of equipment acquired by federal funds for the life cycle of the equipment. A life cycle for most equipment will be three years, but could be longer. If the fair market value of a piece of equipment is valued over \$5,000, FEMA will have the right to a portion of proceeds if equipment is sold. If the fair market value of a piece of equipment is less than \$5,000, the property can either be retained, sold or designated as surplus with no further obligation to FEMA.

EXHIBIT G

Additional Grant Certifications

Match Certification

Applicant certifies that they have the ability to meet the or exceed the cost share required of this project.

Duplication of Program Statement

Applicant certifies there has not been, nor will there be, a duplication of benefits for this project.

For Hazard Mitigation Projects Only:

Maintenance Agreement

Applicant certifies that if there is a Maintenance Agreement needed for this facility copy of that agreement will be provided to TDEM.

Environmental Justice Statement

Federal Executive Order 12898 compliance requirements – If there are any concentrations of low income or minority populations in or near the HMGP project:

1. Applicant certifies that the HMGP project result will not result in a disproportionately high or adverse effect on low income or minority populations.
OR
2. Applicant certifies that action will be taken to ensure achievement of environmental justice for low income and minority populations related to this HMGP project.

Commissioners Court - Regular Session

30.

Meeting Date: 01/24/2017

FY 17 Emergency Management Performance Grant Application

Submitted For: Jarred Thomas

Submitted By: Cynthia Hood, Emergency Manager

Department: Emergency Management

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on the approval and submission of the FY17 Emergency Management Performance Grant (EMPG) application.

Background

Annually, the Office of Emergency Management submits for EMPG funding. The grant is performance based and directly related to emergency management activities (planning, exercises, public outreach, training, equipment, etc.). The grant guidance allows for a maximum of a 50% local share and 50% federal share and is provided through a reimbursement process. This application does not guaranty that funding will be awarded or what percentage of the expenditures will be reimbursed.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

[FY 17 EMPG Grant Application](#)

Form Review

Inbox

County Judge Exec Asst.
Emergency Management (Originator)
Form Started By: Cynthia Hood
Final Approval Date: 01/19/2017

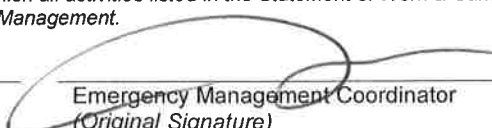
Reviewed By

Wendy Coco
Cynthia Hood

Date

01/19/2017 08:39 AM
01/19/2017 09:23 AM
Started On: 01/18/2017 02:55 PM

FISCAL YEAR 2017 EMERGENCY MANAGEMENT PERFORMANCE GRANT APPLICATION

1. APPLICANT NAME (Jurisdiction): Williamson County	
2. COUNTY: Williamson	3. DISASTER DISTRICT: 6B
4. EMPG STATUS: <input checked="" type="checkbox"/> Current EMPG Program participant <input type="checkbox"/> New EMPG Program applicant	
5. PROGRAM PARTICIPANTS: (List all jurisdictions that are participants in your emergency management program. Identify any jurisdictions that have joined or withdrawn from your program in the last year.) Williamson County and the Cities of Florence, Granger, Hutto, Jarrell, Leander, Liberty Hill, Thrall, & Weir	
6. CHECKLIST OF APPLICATION ATTACHMENTS: (See the FY 2017 <i>Emergency Management Performance Grant (EMPG) Guide</i> for information on completing these forms.)	
<input checked="" type="checkbox"/> Designation of Grant Officials (TDEM-17B) <input checked="" type="checkbox"/> Statement of Work & Cumulative Progress Report (TDEM-17A) - This form shall be signed by the EMC <input checked="" type="checkbox"/> EMPG Staffing Pattern (TDEM-66) - The Authorized Official shall sign this form <input checked="" type="checkbox"/> Application for Federal Assistance (TDEM-67) -The Authorized Official shall sign this form <input checked="" type="checkbox"/> EMPG Staff Job Description (TDEM-68) - A current job description is required for each staff member listed in the FY 2017 EMPG Staffing Pattern (TDEM-66) <input checked="" type="checkbox"/> FEMA Form 20-16 Summary Sheet for Assurances & Certifications - Shall be signed by an Authorized Official Attached: <input checked="" type="checkbox"/> FEMA Form 20-16A, Assurances – Non-Construction Programs <input checked="" type="checkbox"/> FEMA Form 20-16C, Certifications Regarding Lobbying, Debarment, Suspension, & Other Responsibility Matters; and Drug-Free Workplace Requirements <input type="checkbox"/> FEMA Form SF LLL, Disclosure of Lobbying Activities - Signed by the Authorized Official <i>required only if the applicant performs lobbying to influence federal actions</i> <input checked="" type="checkbox"/> Direct Deposit Authorization (form 74-146) or Application for Payee ID Number (form AP-152) - The Grant Financial Officer shall sign this form - one should be submitted each year to include a mail code. <input checked="" type="checkbox"/> Travel Policy Certification (TDEM-69) - The Grant Financial Officer shall sign this form	
7. CERTIFICATION: <i>This Application, together with the approved EMPG Statement of Work & Cumulative Progress Report (TDEM-17A), constitutes the annual work plan for the emergency management program whose participants are listed above. The undersigned agree to exert their best efforts to accomplish all activities listed in the Statement of Work & Cumulative Progress Report approved by the Texas Division of Emergency Management.</i>	
Authorized Official (Original Signature) <u>Dan A. Gattis</u> Printed Name	Date  Emergency Management Coordinator (Original Signature) <u>Jarred Thomas</u> Printed Name:
	Date 1-18-17

TDEM-17

Page 1 of 1

10/16

Mail completed forms and application materials to:

Finance and Grant Management Unit
 Texas Division of Emergency Management
 Texas Department of Public Safety
 Attn: Heather Baxter
 5805 N Lamar Blvd.
 Austin, TX 78752

or

Email: TDEM.EMPG@dps.texas.gov

**FISCAL YEAR 2017
EMPG STATEMENT OF WORK & CUMULATIVE PROGRESS REPORT**

Applicant Name (Jurisdiction):

Jurisdiction DUN/SAM # **Congressional District #**

SAM Status **Population**

2017 census data available at: <http://quickfacts.census.gov/qfd/states/48000.html>

KEY DOCUMENT SUBMISSIONS AND APPROVALS				
Document	Submitter	Date	TDEM Reviewer	Date
Statement of Work	Jarred Thomas	1-30-2017		
Progress Report #1				
Progress Report #2				

TASK 1—WORK PLAN & SEMIANNUAL PROGRESS REPORT	
<input checked="" type="checkbox"/> Work Plan	Jurisdiction will submit an EMPG Application, two Progress Reports, four Quarterly FEMA Training matrices, and four Quarterly Financial Reports
<input type="checkbox"/> Progress Report #1	<input type="checkbox"/> Progress Report #1 is being submitted to TDEM FGM <input type="checkbox"/> First Financial Report has been submitted to TDEM FGM
<input type="checkbox"/> Progress Report #2	<input type="checkbox"/> Progress Report #2 is being submitted to the TDEM FGM <input type="checkbox"/> Second & Third Quarter Financial Reports have been submitted to TDEM FGM <input checked="" type="checkbox"/> Fourth Quarter Financial Report has been submitted to TDEM FGM

TASK 2—LEGAL AUTHORITIES FOR EMERGENCY MANAGEMENT PROGRAM	
<input checked="" type="checkbox"/> Work Plan	Jurisdiction will maintain current legal documents establishing emergency management program <input checked="" type="checkbox"/> Legal documents are current & on file with TDEM; no additional action is required. <input type="checkbox"/> Jurisdiction will prepare or update & submit to TDEM: <input type="checkbox"/> Commissioner's Court Order # <input type="checkbox"/> City Ordinance(s) for: <input type="checkbox"/> Updated Joint Resolution dated: <input type="checkbox"/> NIMS Adoption dated:
<input type="checkbox"/> Progress Report #1 October 1 – March 31	<input type="checkbox"/> Legal documents are current & on file with TDEM, no additional action is required <input type="checkbox"/> Jurisdiction completed & submitted to TDEM: <input type="checkbox"/> Commissioner's Court Order # <input type="checkbox"/> City Ordinance(s) for: <input type="checkbox"/> Updated Joint Resolution dated: <input type="checkbox"/> NIMS Adoption dated:
<input type="checkbox"/> Progress Report #2 April 1- September 30	<input type="checkbox"/> Legal documents are current & on file with TDEM, no additional action is required <input type="checkbox"/> Jurisdiction completed & submitted to TDEM: <input type="checkbox"/> Commissioner's Court Order # <input type="checkbox"/> City Ordinance(s) for: <input type="checkbox"/> Updated Joint Resolution dated: <input type="checkbox"/> NIMS Adoption dated:

TASK 3—PUBLIC EDUCATION/INFORMATION	
<input checked="" type="checkbox"/> Work Plan	<input type="checkbox"/> Option 1: Jurisdiction will conduct 30 hours of hazard awareness activities for local citizens <input checked="" type="checkbox"/> Option 2: Jurisdiction will prepare & distribute public education/information materials to a <u>substantial portion (50% or more of your population)</u> of the community. Please describe the materials to be distributed in the remarks section found on page 6. *****Jurisdictions may do both options.
<input type="checkbox"/> Progress Report #1 October 1 – March 31 ___ # of citizens informed	<input type="checkbox"/> Jurisdiction completed the following hazard awareness and/or public education/information activities: <input type="checkbox"/> No Task 3 progress was made this report period.
<input type="checkbox"/> Progress Report #2 April 1 – September 30 ___ # of citizens informed	<input type="checkbox"/> Jurisdiction completed the following hazard awareness and/or public education/information activities: <input type="checkbox"/> No Task 3 progress was made this report period.

TASK 4—EMERGENCY MANAGEMENT PLANNING DOCUMENTS	
<input checked="" type="checkbox"/> Work Plan	<input checked="" type="checkbox"/> Jurisdiction reviewed emergency management plan & annexes for currency and NIMS compliance. <input type="checkbox"/> Emergency management plan and all annexes are current and NIMS compliant <input type="checkbox"/> Jurisdiction will develop, update, or change these planning documents: <input type="checkbox"/> Basic Plan Annexes: <input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C <input type="checkbox"/> D <input type="checkbox"/> E <input type="checkbox"/> F <input type="checkbox"/> G <input type="checkbox"/> H <input type="checkbox"/> I <input type="checkbox"/> J <input type="checkbox"/> K <input type="checkbox"/> L <input type="checkbox"/> M <input type="checkbox"/> N <input type="checkbox"/> O <input type="checkbox"/> P <input type="checkbox"/> Q <input type="checkbox"/> R <input type="checkbox"/> S <input type="checkbox"/> T <input type="checkbox"/> U <input type="checkbox"/> V <input type="checkbox"/> Other documents: NOTE: Plans & annexes dated prior to September 30, 2012 must be revised or updated this year. All Plans and Annexes must be NIMS compliant.
<input type="checkbox"/> Progress Report #1 October 1 – March 31	<input type="checkbox"/> Jurisdiction reviewed our emergency management plan & annexes for currency and NIMS compliance <input type="checkbox"/> Emergency management plan and all annexes are current and NIMS compliant <input type="checkbox"/> Jurisdiction updated by revision or change the following planning documents: <input type="checkbox"/> Basic Plan Annexes: <input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C <input type="checkbox"/> D <input type="checkbox"/> E <input type="checkbox"/> F <input type="checkbox"/> G <input type="checkbox"/> H <input type="checkbox"/> I <input type="checkbox"/> J <input type="checkbox"/> K <input type="checkbox"/> L <input type="checkbox"/> M <input type="checkbox"/> N <input type="checkbox"/> O <input type="checkbox"/> P <input type="checkbox"/> Q <input type="checkbox"/> R <input type="checkbox"/> S <input type="checkbox"/> T <input type="checkbox"/> U <input type="checkbox"/> V <input type="checkbox"/> Other documents: <input type="checkbox"/> No Task 4 progress was made this report period.
<input type="checkbox"/> Progress Report #2 April 1 – September 30	<input type="checkbox"/> Jurisdiction reviewed our emergency management plan & annexes for currency and NIMS compliance <input type="checkbox"/> Emergency management plan and all annexes are current and NIMS compliant <input type="checkbox"/> Jurisdiction updated by revision or change the following planning documents: <input type="checkbox"/> Basic Plan Annexes: <input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C <input type="checkbox"/> D <input type="checkbox"/> E <input type="checkbox"/> F <input type="checkbox"/> G <input type="checkbox"/> H <input type="checkbox"/> I <input type="checkbox"/> J <input type="checkbox"/> K <input type="checkbox"/> L <input type="checkbox"/> M <input type="checkbox"/> N <input type="checkbox"/> O <input type="checkbox"/> P <input type="checkbox"/> Q <input type="checkbox"/> R <input type="checkbox"/> S <input type="checkbox"/> T <input type="checkbox"/> U <input type="checkbox"/> V <input type="checkbox"/> Other documents: <input type="checkbox"/> No Task 4 progress was made this report period.

TASK 5—TEP, NOTIFICATION AND INDIVIDUAL EXERCISE PARTICIPATION

<input checked="" type="checkbox"/> Work Plan <input type="checkbox"/> TEP Date Submitted:	<p>Training and Exercise Plan</p> <p>Each jurisdiction must develop and submit a multi-year Training and Exercise Plan (TEP), not less than three years, to TDEM.EMPG@dps.texas.gov by January 31, 2017.</p> <p>Each jurisdiction must submit the Pre-Exercise Notification Form to the TDEM Exercise Unit not less than 45 days prior to a planned exercise event.</p> <p>Each jurisdiction must submit an After Action Report (AAR) and Improvement Plan (IP) for a minimum of two (2) discussion-based exercises and one (1) operations-based exercise. All AARs/IPs all exercise activities to the TDEM Exercise unit not more than 45 days after the conclusion of the exercise.</p> <p>One real world event is currently allowed per fiscal year.</p> <p>NOTE: A Full-Scale exercise must be conducted every three (3) years. **Each EMPG-funded person must complete and submit Individual Exercise Participation forms. All EMPG funded personnel must participate in at least three exercises per year. http://www.txdps.state.tx.us/dem/CouncilsCommittees/EMPG/exerciseParticipForm.pdf</p>
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REQUIRED EXERCISE SCHEDULE

Performance Period	Exercise Type	Exercise Date & Name (List All)	Quarter of Year
Fiscal Year 2017 (October 1, 2016 - September 30, 2017)	Discussion Based	KPL (Koch Pipeline) TTX EOC Activation Workshop EOC Activation Drill	<input checked="" type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4
	Discussion Based		<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input checked="" type="checkbox"/> 3 <input type="checkbox"/> 4
	Operational Based		<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input checked="" type="checkbox"/> 4
	Exercise 4		<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4
	Exercise 5		<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4

Our last Full-Scale exercise was conducted on (date):

<input type="checkbox"/> Progress Report #1 October 1 – March 31 <input type="checkbox"/> TEP Date Submitted:	Conducted the following exercises and provided documentation to TDEM:		
	Exercise Type	Exercise Date and Name	EMPG Funded
	Exercise 1		Exercise 1
	Exercise 2		Exercise 2
	Exercise 3		Exercise 3
<input type="checkbox"/> Our jurisdiction completed NO exercise and did not request credit for a real world event <input type="checkbox"/> Exercise approved documentation attached			

<input type="checkbox"/> Progress Report #2 April 1 – September 30 <input type="checkbox"/> TEP Date Submitted:	Conducted the following exercises and provided documentation to TDEM:		
	Exercise Type	Exercise Date and Name	EMPG Funded
	Exercise 1		Exercise 1
	Exercise 2		Exercise 2
	Exercise 3		Exercise 3
<input type="checkbox"/> Jurisdiction completed NO exercise and did not request credit for a real world event <input type="checkbox"/> Exercise approved documentation attached			

TASK 6—TRAINING FOR EMERGENCY MANAGEMENT PERSONNEL

<input checked="" type="checkbox"/> Work Plan	All EMPG funded emergency management personnel will participate in the following training during FY 2017:	
	Position & Name	Course Name or Number
	EMC Jarred Thomas	PER-230 Incident Response to Terrorist Bombings
	DEMC Gregory Williams	IS 111.a Livestock in Disasters
EM Specialist Cynthia Hood	IS 130 Exercise and Improvement Planning	
EM Specialist Cynthia Hood	IS 775 EOC Management and Operations	
EM Specialist Cynthia Hood	IS 393.a Introduction to Hazard Mitigation	
<input type="checkbox"/> Progress Report #1 October 1 – March 31 <input type="checkbox"/> No training took place this report period.	Emergency management personnel completed the following training <i>and documentation is attached</i> :	
	Position & Name	Course Name or Number
<input type="checkbox"/> Progress Report #2 April 1 – September 30 <input type="checkbox"/> No training took place this progress report period.	Emergency management personnel completed the following training <i>and documentation is attached</i> :	
	Position & Name	Course Name or Number

TASK 7—EMERGENCY MANAGEMENT TRAINING FOR OTHER PERSONNEL				
<input checked="" type="checkbox"/> Work Plan	Jurisdiction will conduct or arrange emergency management related training for elected officials, other local officials, & support agencies.			
<input type="checkbox"/> Progress Report #1 October 1 – March 31 <input type="checkbox"/> No training took place this progress report period.	The following formal training courses were taught or contracted:			
	Date	Course Title	Description of Attendees	# Trained
<input type="checkbox"/> Progress Report #2 April 1 – September 30 <input type="checkbox"/> No training took place this progress report period.	The following formal training courses were taught or contracted:			
	Date	Course Title	Description of Attendees	# Trained

TASK 8—EMERGENCY MANAGEMENT ORGANIZATIONAL DEVELOPMENT	
<input checked="" type="checkbox"/> Work Plan	Jurisdiction will participate in the following emergency management organizational development activities: Conferences: TDEM EM Conference, EMAT Conference, IAEM Conference Meetings: Williamson County HSEPC Meetings, LEPC Meetings, EMC Meetings. Work Groups/Committees: CAPCOG HSTF and its committees: Preparedness and Technology.
<input type="checkbox"/> Progress Report #1 1 October - March 31 <input type="checkbox"/> No progress this reporting period	Jurisdiction completed the following staff development activities:
<input type="checkbox"/> Progress Report #2 April 1 - September 30 <input type="checkbox"/> No progress this reporting period	Jurisdiction completed the following staff development activities:

REMARKS
(Use an Additional Sheet if Necessary)

JURISDICTION NAME: Williamson County

We will distribute emergency preparedness, response, and recovery information throughout the County via the County Newsletter, County Website and social media. We will make available the Ready EOC application which will assist citizens to develop their family emergency plans, provide public information and warning, and give citizens disaster reporting capability.

**FISCAL YEAR 2017
DESIGNATION OF EMPG GRANT OFFICIALS**

APPLICANT NAME (JURISDICTION): Williamson County

EMERGENCY MANAGEMENT COORDINATOR*	
NAME	<input checked="" type="checkbox"/> Mr. <input type="checkbox"/> Ms. Jarred R. Thomas *If newly appointed, attach form TDEM-147
Official Mailing Address Please include mail stop code	Williamson County Office of Emergency Management PO Box 2659 Georgetown, TX 78627-2659
Daytime Phone Number	(512) 864-8269 Alternate Number ()
Fax Number	(512) 864-8227
E-mail Address	jthomas@wilco.org

POINT OF CONTACT (RESPONSIBLE FOR APPLICATION)	
NAME	<input type="checkbox"/> Mr. <input checked="" type="checkbox"/> Ms. Cindy Hood
Title	Emergency Management Specialist
Official Mailing Address Please include mail stop code.	Williamson County Office of Emergency Management PO Box 2659 Georgetown, TX 78627-2659
Daytime Phone Number	(512) 864-8267 Alternate Number ()
Fax Number	(512) 864-8227
E-mail Address	chood@wilco.org

GRANT FINANCIAL OFFICER (CANNOT BE THE SAME AS EMC)	
NAME	<input checked="" type="checkbox"/> Mr. <input type="checkbox"/> Ms. David Flores
Title	County Auditor
Official Mailing Address Please include mail stop code.	Office of the County Auditor Williamson County Courthouse 710 S. Main Street, Ste. 301 Georgetown, TX 78626
Daytime Phone Number	(512) 943-1500
Fax Number	(512) 943-1567
E-mail Address	dflores@wilco.org

AUTHORIZED OFFICIAL (MAYOR, COUNTY JUDGE, CITY MANAGER)	
NAME	<input checked="" type="checkbox"/> Mr. <input type="checkbox"/> Ms. Dan Gattis
Title	County Judge
Official Mailing Address Please include mail stop code.	Office of the County Judge Williamson County Courthouse 710 S. Main Street, Ste. 101 Georgetown, TX 78626
Daytime Phone Number	(512) 943-1500
Fax Number	(512) 943-1662
E-mail Address	ctyjudge@wilco.org

DEM-66 FY2017 Projections Worksheet

Name	Projected Gross Salary	Cell Phone Stipend	Medicare	SS	TCDRS Oct 2016 - Dec 2016	TCDRS Jan 2017 - Sep 2017	ER Insurance Contribution	Worker's Comp	Total Projected Gross Benefits	Projected Totals
Jarro Thomas	101,421.58	960.00	1,470.61	6,288.14	2,998.58	10,430.40	8,520.00	133.96	30,801.69	132,223.27
Gregory Williams	84,669.26	960.00	1,227.70	5,249.49	2,503.29	8,707.56	8,520.00	133.96	27,302.01	111,971.27
Cynthia Hood	63,918.14	960.00	926.81	3,962.92	1,889.77	6,573.47	8,520.00	133.97	22,966.95	86,885.09
Totals	250,008.98	2,880.00	3,625.13	15,500.56	7,391.64	25,711.43	25,560.00	401.89	81,070.65	331,079.63

Notes:	
Projected gross salary includes 1x longevity pmt	
TCDRS Oct 2016 - Dec 2016	12.81%
TCDRS Jan 2017 -Sep 2017	13.37%
Cell stipend	\$80/month
ER Insurance	\$710/month/position
Worker's comp figures	\$401.89/department
Medicare	1.45%
Social security	6.20%

**FISCAL YEAR 2017
EMPG STAFFING PATTERN**

1. APPLICANT NAME (as is appears on EMPG application)				2. COUNTY			
Williamson County				Williamson			
3. FULL-TIME EMPLOYEES <i>(including those who work all or only a portion of their time in emergency management duties)</i>	4. Gross Annual Salary	5. Gross Annual Benefits	6. Gross Salary & Benefits (4+5)	7. % Work in EM Duties	8. Salary & Benefits for EM (6x7)	9. Est EM Travel Costs	
Name: Jarred Thomas							
Position: Director, Emergency Management	101,421.58	30,801.69	132,223.27	100%	132,223.27	0.00	
Name: Gregory Williams							
Position: Assistant Director Emergency Management	84,669.26	27,302.01	111,971.27	100%	111,971.27	0.00	
Name: Cynthia Hood							
Position: Specialist, Emergency Management	63,918.14	22,966.95	86,885.09	100%	86,885.09	0.00	
Name:			0.00		0.00	0.00	
Position:			0.00		0.00	0.00	
Name:			0.00		0.00	0.00	
Position:			0.00		0.00	0.00	
Name:			0.00		0.00	0.00	
Position:			0.00		0.00	0.00	
A. SUBTOTAL:					331,079.63	0.00	

10. PART-TIME EMPLOYEES	11. % of Full Time	12. Gross Annual Salary	13. Gross Annual Benefits	14. Gross Salary & Benefits (12+13)	15. % Work in EM Duties	16. Salary & Benefits for EM (14x15)	17. Est EM Travel Costs
Name:				0.00		0.00	
Position:				0.00		0.00	
Name:				0.00		0.00	
Position:				0.00		0.00	
Name:				0.00		0.00	
Position:				0.00		0.00	
Name:				0.00		0.00	
Position:				0.00		0.00	
Name:				0.00		0.00	
Position:				0.00		0.00	
Name:				0.00		0.00	
Position:				0.00		0.00	
B. SUBTOTAL:						0.00	0.00
TOTAL:						18. 331,079.63	19. 0.00

CERTIFICATION: <i>I certify that no individual listed above holds an elected office.</i>
Signature of Authorized Official:
Printed name of Authorized Official: Dan Gattis
Date Signed:

**FISCAL YEAR 2017
APPLICATION FOR FEDERAL ASSISTANCE**
(Instructions on Reverse)

NAME OF PROGRAM/ ASSISTANCE: EMERGENCY MANAGEMENT PERFORMANCE GRANT (EMPG)	1. CFDA NUMBER: 97.042	2. APPLICANT STATUS: New Applicant <input type="checkbox"/> Renewal <input type="checkbox"/>
3. FEDERAL FISCAL YEAR: FY 2017	4. START DATE: OCTOBER 1, 2016	5. END DATE: SEPTEMBER 30, 2017

APPLICANT INFORMATION

a. Legal Name of Applicant Organization (as it appears on the EMPG Application (TDEM-17): Williamson County	b. Name & Telephone Number(s) of Emergency Management Coordinator: Jarred Thomas (512) 864-8269
c. Mailing Address: PO Box 2659 Georgetown, TX 78627-2659 Employer Identification Number/Tax ID# _____	d. Physical Address (if different from Mailing Address): 911 Tracy Chambers Lane Georgetown, TX 78626

EMPG PERSONNEL SUMMARY (include only those staff that will be paid with EMPG funds)

e. Number of EMPG Staff & Percentage of Time Worked in Emergency Management Duties						
	# Staff	Percent	# Staff	Percent	# Staff	Percent
1) Full Time:	3	100				
2) Part Time						

Total Number of EMPG-Funded Personnel:

ESTIMATED EXPENSES

f. Salary & Benefits (from line 18, form TDEM-66)	\$331,079.63
g. Travel Expenses (from line 19 form TDEM-66)	\$ 0.00
h. Other Expenses (from section 11 on reverse)	48000
i. Total Expenses (F + G + H)	\$ 379,079.63
j. Federal Share (I x .50)	\$ 189,539.82

Note: If you cannot meet the cash match requirement, check the box below and attach a match proposal as specified in Section 2 of the *Local Emergency Management Performance Grant Guide*. TDEM must review and approve any exceptions made to the cash match requirement at the time of application. Cash Match Exception Requested

CERTIFICATION: I certify that to the best of my knowledge and belief this application and its attachments are true and correct.

k. Typed Name of Authorized Official:	Dan A. Gattis
l. Title of Authorized Official:	County Judge
m. Original Signature of Authorized Official:	
n. Date Signed:	

INSTRUCTIONS

1. Except as indicated below, entries are self-explanatory.
2. Item A: Enter the legal name of your jurisdiction. Your entry should match the Applicant Name used on the EMPG Program Application (TDEM-17).

Item E: Indicate the number of full-time employees who work specific percentages of time in emergency management duties. Example: 1 staff @ 100 percent, 2 staff @ 50 percent. Also indicate the number of part-time employees. Include only staff members whose salary and benefits will be supported by EMPG funding. The data in this section should agree with the information included on the EMPG Staffing Pattern (TDEM-66).
4. Item K, L, & M: This form must be signed by the Authorized Official from TDEM 17B. Authorized Officials are County Judges, Mayors, and many City Managers – **not** Emergency Management Coordinators.

OTHER ALLOWABLE EXPENSES:

Describe the other allowable expenses of your emergency management program that you are requesting be supported by EMPG funding and provide an estimate of the amount of those expenses. These costs must comply with 2 CFR, Part 225, *Cost Principles for State, Local, and Indian Tribe Governments* (OMB Circular A-87). **Salaries and expenses for elected officials are not allowed.** Continue on a separate sheet if necessary. Transfer the Total calculated below to line 9c on the front of this form. To determine if an expense is allowable under the EMPG program, refer to the Authorized Equipment List (AEL) at <https://www.fema.gov/authorized-equipment-list#>

Please reference the appropriate Authorized Equipment List (AEL) for expenses listed below.

AEL Code	Specific Description of Expense (Descriptions must be specific – do not use broad or general categories, such as operating or administrative expenses)	Estimated Amount
06CP-01-PORT	Motorola APX 800 mHz Portable Radio	\$ 7,500.00
21GN-00-OCEQ	EOC/JIC Printer/Copier Lease	\$ 3,600.00
04AP-04-RISK	Software to facilitate capture and management of risk factors	\$ 10,800.00
04P-05-CDSS	GIS/Crisis Tracking Software	\$ 10,100.00
04AP-09-ALRT	Public Notification/Warning system & Family Emergency Planning Application	\$ 16,000.00
Total		\$ 48,000.00

EMPG STAFF JOB DESCRIPTION

Jurisdiction Name	Williamson County
Staff Member Name	Cynthia Hood
Position Title	Emergency Management Specialist
Description Prepared By	Jarred Thomas
Date Prepared	09/2009

JOB DESCRIPTION

Current Job Description Attached

See Below

A. Provide a general description of the duties performed by this staff member.

B. If this staff member performs both emergency management duties and other duties, identify the specific emergency management duties performed.

Job Description –Emergency Management Specialist

Department: Office of Emergency Management
Position: Emergency Management Specialist
Reports to: Emergency Management Coordinator

Job Summary: Under the direction of the Emergency Management Coordinator, assist in the development, implementation, coordination, and maintenance of emergency preparedness, response, recovery, and mitigation plans, exercises, procedures, and programs. Additional duties include assistance with the Williamson County LEPC, Emergency Planning Group, Incident Management Team, grant management, and Emergency Operations Center duties.

This position is considered an "exempt" / "professional" position and does not incur overtime. The work schedule is based on a 40-hour work week - . Evening and weekend hours are required as needed. This position will require being on call for emergencies of local, regional, or state significance. Hours are dependent on county needs.

Essential Duties: See page 3

Physical Demands: Ability to assess emergency scenes, lift 50 pounds without assistance, operate all county emergency vehicles and equipment. Must be able to handle extreme stress in crisis situations. Must be able to stand for extended periods of time. Must be able to deal with constant contact with the public

Environmental Factors: May work in inclement weather, including extreme heat and cold. May be required to work, nights, weekend, and holidays. Must be able to operate emergency vehicles in heavy traffic.

Qualifications: Preferred Bachelor of Science in Emergency Management, Public Administration, Business, or other related field of study. Must have a valid Texas drivers license. Preferred 3 years of progressive experience in emergency management, business continuity, or public safety planning. Excellent written and verbal skills. Ability to work and maintain composure in a hostile environment. Computer skills with Microsoft, WebEOC, NIMSCAST, and TRRN are preferred.

Job Description –Emergency Management Specialist

Desired Attributes and Competencies:

1. **Judgment/Decision Making:** Demonstrates consistent logic, rationality, and objectivity in decision making. Achieves balance between quick decisiveness and slower, more thorough approaches, i.e., is neither indecisive nor reactionary.
2. **Communication – Oral:** Communicates effectively one on one, in small groups, and in public speaking contexts. Demonstrates fluency, "quickness on one's feet," organization of thought processes, and command of the language. Easily articulates vision and standards. Keeps others informed.
3. **Organization/Planning:** Plans, organizes, schedules, and budgets in an efficient, productive manner. Focuses on key priorities. Effectively manages multiple projects. Anticipates reasonable contingencies. Pays appropriate attention to detail. Manages personal time well.
4. **Business Literacy:** Understands and absorbs new information. Stays current with developments in our field; expects others to stay current. Frequently shares new knowledge with others. Integrates new information to enhance existing models or create new ones. Helps others translate new information into practical application in our area.
5. **Customer Focus:** Regularly monitors customer satisfaction. Meets internal and external customer needs in a manner that provides satisfaction and excellent results for the customer. Establishes "partner" relationships with customers. Regarded as visible and accessible by customers.
6. **Integrity:** Remains consistent in terms of what one says and does, and in terms of behavior toward others. Earns trust of coworkers. Maintains confidences. Does what is right, not what is politically expedient. Intellectually honest.
7. **Initiative:** Seeks out and seizes opportunities, goes beyond the "call of duty," finds ways to surmount barriers. Resourceful action-oriented "doer," achieving results despite lack of resources.
8. **Collaboration/Teamwork:** Cooperates with all emergency service departments at all levels. Willingly reaches out to groups, and other customers to proactively share information, knowledge, expertise, and time with others to achieve common goals. Enthusiastically supports the common mission, values and goals of the Williamson County System. Shares credit.
9. **Creativity and Planning:** Focus on System needs forward thinking and able to plan for future needs of the system.

Job Description –Emergency Management Specialist

Essential Requirements:

- Maintain current Texas driver's license with class B exemption.
- Maintain acceptable driving record allowing vehicle operation according to current Williamson County insurance requirements
- Perform well under extreme stress and circumstances
- Coordinate efforts with and foster positive relationships with all emergency service groups in the county and region as well as work with the local industries.
- Work designated schedule as well as other hours as required to meet customer needs
- Maintain and apply mastery knowledge of Emergency Management including Preparedness, Response, Recovery, and Mitigation.
- Attend all drills, training and meetings as required.
- Assist with NIMCAST compliance metrics.
- Assist in development of education schedule to meet the needs of the county and all the jurisdictions and agencies within.
- Serve as an educational resource for the all county emergency service groups.
- Keep current with trends in industry, research, and new technologies for all hazards response.
- Update the standard operating procedures and emergency plans in coordination with other jurisdictions and agencies.
- Serve as liaison with regional response groups.
- Work with regional response teams to evaluate and improve First Responder and Staff proficiency
- Assist in the coordination and maintenance of all education/training and response equipment
- Identifies areas requiring improvement using standard QI techniques
- Shares QI data, analyses and process improvement strategies with all staff
- Assists with professional development of staff and officers
- Performs all other assigned tasks at the Emergency Management Coordinator.

Application:

EMPG STAFF JOB DESCRIPTION

Jurisdiction Name	Williamson County
Staff Member Name	Jarred Thomas
Position Title	Emergency Management Coordinator
Description Prepared By	John Sneed
Date Prepared	09/2008

JOB DESCRIPTION

Current Job Description Attached

See Below

A. Provide a general description of the duties performed by this staff member.

B. If this staff member performs both emergency management duties and other duties, identify the specific emergency management duties performed.

Job Description –Emergency Management Coordinator

Department: Office of Emergency Management
Position: Emergency Management Coordinator
Reports to: Emergency Services Director

Job Summary: Under the direction of the Director of Emergency Services, coordinates, facilitates, and assist in the planning, organization, control and implementation of the emergency management and emergency operations center for Williamson County. Develops measurement tools and data collection methods in order to assess and identify hazards and develop appropriate mitigation plans and strategies. Focus on methods of continuously improving emergency management response to and coordination of county, regional, or state significance. Oversees emergency management grant processes including application, asset acquisition, and tracking.

This position is considered an “exempt” / “professional” position and does not incur overtime. The work schedule is based on a 40-hour work week - . Evening and weekend hours are required as needed. This position will require being on call for emergencies of local, regional, or state significance. Hours are dependent on county needs.

Essential Duties: See page 3

Physical Demands: Ability to assess emergency scenes, lift 50 pounds without assistance, operate all county emergency vehicles and equipment. Must be able to handle extreme stress in crisis situations. Must be able to stand for extended periods of time. Must be able to deal with constant contact with the public

Environmental Factors: May work in inclement weather, including extreme heat and cold. May be required to work, nights, weekend, and holidays. Must be able to operate emergency vehicles in heavy traffic.

Qualifications: Preferred Bachelor of Science in Emergency Management, Public Administration, Business, or other related field of study. Must have a valid Texas drivers license. Must have completed the FEMA Professional Development Series and have KSA of the Texas Emergency Management System. Minimum of 8 years of progressive experience in emergency management, business continuity, or public safety. Minimum of 5 years of managerial experience. Excellent written and verbal skills. Ability to work and maintain composure in a hostile environment. Computer skills with Microsoft, WebEOC, NIMSCAST, and TRRN are preferred.

Job Description –Emergency Management Coordinator

Desired Attributes and Competencies:

- 1. Judgment/Decision Making:** Demonstrates consistent logic, rationality, and objectivity in decision making. Achieves balance between quick decisiveness and slower, more thorough approaches, i.e., is neither indecisive nor reactionary.
- 2. Communication – Oral:** Communicates effectively one to one, in small groups, and in public speaking contexts. Demonstrates fluency, “quickness on one’s feet,” organization of thought processes, and command of the language. Easily articulates vision and standards. Keeps others informed.
- 3. Organization/Planning:** Plans, organizes, schedules, and budgets in an efficient, productive manner. Focuses on key priorities. Effectively manages multiple projects. Anticipates reasonable contingencies. Pays appropriate attention to detail. Manages personal time well.
- 4. Business Literacy:** Understands and absorbs new information. Stays current with developments in our field; expects others to stay current. Frequently shares new knowledge with others. Integrates new information to enhance existing models or create new ones. Helps others translate new information into practical application in our area.
- 5. Customer Focus:** Regularly monitors customer satisfaction. Meets internal and external customer needs in ways that provide satisfaction and excellent results for the customer. Establishes “partner” relationships with customers. Regarded as visible and accessible by customers.
- 6. Integrity:** Does not cut corners, ethically. Remains consistent in terms of what one says and does and in terms of behavior toward others. Earns trust of coworkers. Maintains confidences. Does what is right, not what is politically expedient. Intellectually honest.
- 7. Initiative:** Seeks out and seizes opportunities, goes beyond the “call of duty,” finds ways to surmount barriers. Resourceful action-oriented “doer,” achieving results despite lack of resources.
- 8. Collaboration/Teamwork:** Cooperates with all emergency service departments at all levels. Willingly reaches out to groups, and other customers to proactively share information, knowledge, expertise, and time with others to achieve common goals. Enthusiastically supports the common mission, values and goals of the Williamson County System. Shares credit.
- 9. Creativity and Planning:** Focus on System needs forward thinking and able to plan for future needs of the system.

Job Description –Emergency Management Coordinator

Essential Requirements:

- Maintain current Texas driver's license with class B exemption.
- Maintain acceptable driving record allowing vehicle operation according to current Williamson County insurance requirements
- Perform well under extreme stress and circumstances
- Coordinate efforts with and foster positive relationships with all emergency service groups in the county and region as well as work with the local industries.
- Work designated schedule as well as other hours as required to meet customer needs
- Maintain and apply mastery knowledge of Emergency Management including Preparedness, Response, Recovery, and Mitigation.
- Attend all drills, training and meetings as required.
- Serve as the NIMSCAST point of contact for Williamson County.
- Assist in development of education schedule to meet the needs of the county and all the jurisdictions and agencies within.
- Assist in the development of instructors for all emergency service groups for an all hazards response.
- Serve as an educational resource for the all county emergency service groups.
- Keep current with trends in industry, research, and new technologies for all hazards response.
- Update the standard operating procedures and emergency plans in coordination with other jurisdictions and agencies.
- Serve as liaison with regional response groups.
- Work with regional response teams to evaluate and improve First Responder and Staff proficiency
- Assist in the coordination and maintenance of all education/training equipment
- Develops methods for System data collection and analysis
- Identifies areas requiring improvement using standard QI techniques
- Shares QI data, analyses and process improvement strategies with all staff
- Assists with professional development of staff and officers
- Responsible for long range budget and system planning
- Performs all other assigned tasks at the Director of Emergency Services.
- Represents Williamson County on the Homeland Security Task Force and serves as the Williamson County LEPC Chairperson.

Application:

EMPG STAFF JOB DESCRIPTION

Jurisdiction Name	Williamson County
Staff Member Name	Gregory Williams
Position Title	Deputy Emergency Management Coordinator
Description Prepared By	Jarred Thomas
Date Prepared	10/2013

JOB DESCRIPTION

Current Job Description Attached

See Below

A. Provide a general description of the duties performed by this staff member.

B. If this staff member performs both emergency management duties and other duties, identify the specific emergency management duties performed.

Williamson County Job Description

Dept: Emergency Management

Job Title: Emergency Management
Coordinator – Deputy/Assistant

FLSA: Exempt

Pay Grade: B.34

Effective Date: 10.2013

JOB SUMMARY:

- Serves as Assistant Emergency Management Coordinator for Williamson County.
- Responsible for facilitating the efficient operation of the emergency management program.

ESSENTIAL DUTIES:

- Maintains Williamson County emergency management operations plan.
- Manages inventory of homeland security grant equipment.
- Assists in annual budget preparation.
- Prepares administrative reports and maintains records.
- Oversees grants and grant reporting requirements.
- Researches and makes recommendations for future grant opportunities.
- Serves as a liaison and works with other agencies in developing operational plans for emergencies.
- Attends various meetings with local, state, and federal agencies.
- Responds to Emergency Operations Center when notified of emergency conditions.
- Attends training programs, including required and optional courses.
- Provides emergency management training to departments and other agencies.
- Represents the County at various meetings with other agencies.
- Able to establish and maintain effective working relationships with County employees, public officials, and representatives of outside agencies.
- Readily complies with departmental and countywide policies and procedures.
- Performs related special projects as assigned.
- The physical demands and environmental factors listed below, as well as regular attendance, are also essential functions for this position.

PHYSICAL DEMANDS:

- Physical requirements include lifting/carrying up to 20-50 pounds occasionally.
- May have long periods of standing during crisis.
- Able to deal with constant contact with the public under duress, read and compose complex documents in a rapid manner.

ENVIRONMENTAL FACTORS:

- May work in inclement weather, including extreme heat and cold.
- Able to safely operate emergency vehicles in all road conditions and traffic.
- Williamson County has adopted a Tobacco-Free Workplace policy. This policy prohibits smoking or use of any tobacco product on Williamson County premises. Williamson County and Cities Health District offers a smoking cessation program, free to all employees and spouses.

MINIMUM QUALIFICATIONS:

- Combination of education and experience equivalent to: Bachelor's degree in Emergency Management, Communications, or related field
- Four (4) years increasingly responsible experience in Emergency Management, strategic planning, research, project management, and program development.
- Command level training and strong working knowledge of National Incident Management system (NIMS).

Williamson County Job Description

Dept: Emergency Management

Job Title: Emergency Management
Coordinator – Deputy/Assistant

FLSA: Exempt

Pay Grade: B.34

Effective Date: 10.2013

- Able to successfully complete FEMA's Professional Development Series (FEMA PDS) within six (6) months.
- Excellent oral and written communication skills.
- Ability to speak to large public meeting, present EMS related information to Local, State, and regional EMS providers.
- Able to function calmly, and effectively and decisively in emergency situations.
- Knowledge of budgetary and business planning processes.
- Working Knowledge of State and Federal regulatory or administrative requirements and practices.
- Must possess a valid Texas driver's license within 30 days of hire.
- Must maintain a satisfactory Motor Vehicle Record.

EMPLOYMENT TESTING:

- Employment is contingent on passing post-offer, pre-employment, and periodic drug testing and criminal background investigations.

PREFERRED REQUIREMENTS:

- Certified Emergency Manager – IAEM
- Texas Emergency Manager – EMAT
- Master Exercise Practitioner – FEMA
- ICS Instructor – FEMA
- Experience with WebEOC
- TRRN
- SPARS
- CAMEO-Aloha-Marplot

IRREGULAR HOURS:

- Essential Personnel for Emergency Situations; at the discretion of the Department Director.

ORGANIZATION RELATIONSHIPS:

- Reports directly to the Emergency Management Coordinator.
- Direct Reports- N/A
- Number of Direct Reports- 0

FAIR LABOR STANDARDS ACT (FLSA) STATUS:

- Exempt (Salary)

Williamson County Job Description

Dept: Emergency Management

**Job Title: Emergency Management
Coordinator – Deputy/Assistant**

FLSA: Exempt

Pay Grade: B.34

Effective Date: 10.2013

SIGNATURES—REVIEW AND COMMENT:

I have reviewed this job analysis and its attachments and find it to be an accurate description of the demands of this job.

Signature of Employee

Date

(Update)

Job Title of Supervisor

Signature of Supervisor

Date

(If appropriate, if not Delete)

Job Title of Division Director

Signature of Division Director

Date

(Update)

Job Title of Department Head

Signature of Department Head

Date

COMMENTS:

The above statements are intended to describe the general nature and level of work being performed by individuals assigned to this job. They are not intended to be an exhaustive list of all responsibilities, duties, and skills required of personnel so classified in this position. This job description is subject to change as the needs and requirements of the job change.

For Comptroller's Use Only

Direct Deposit Authorization

This form may be used by vendors, individual recipients or state employees to receive payments from the state of Texas by direct deposit or to change/cancel existing direct deposit information.

Transaction Type

SECTION 1	<input checked="" type="checkbox"/> New setup (Sections 2, 3, 4 and 5 - Section 6 is optional)	<input type="checkbox"/> Change account type (Sections 2, 3, 4 and 5 - Section 6 is optional)
	<input type="checkbox"/> Change financial institution (Sections 2, 3, 4 and 5 - Section 6 is optional)	<input type="checkbox"/> Cancellation (Sections 2 and 5 - Sections 7 and 8 for state agency use)
	<input type="checkbox"/> Change account number (Sections 2, 3, 4 and 5 - Section 6 is optional)	

Payee Identification

SECTION 2	Payee type	<input type="checkbox"/> State employee	<input type="checkbox"/> Texas Identification Number (TIN)	Mail code (If not known, leave blank.)
	<input checked="" type="checkbox"/> Vendor or other recipient	<input checked="" type="checkbox"/> Employer Identification Number (EIN)	7 4 6 0 0 0 9 7 8	
	<input type="checkbox"/> Social Security Number (SSN)*	Payee name		Phone number
		Williamson County		512-943-1500 ext.
	Mailing address	City	State	ZIP code
	710 S. Main St, Ste. 301	Georgetown	TX	78626

Financial Institution (Completion by financial institution is recommended.)

SECTION 3	Financial institution name	City	State
	Wells Fargo Bank	Austin	TX
	Routing transit number (9 digits)	Customer account number (maximum 17 characters)	Type of account
	1 2 1 0 - 0 0 2 4 - 8	4 9 4 3 9 5 1 6 0 8	<input checked="" type="checkbox"/> Checking <input type="checkbox"/> Savings
Financial representative name (optional)	Title (optional)		
RONNIE LIVAS			
Financial representative signature (optional)	Phone number (optional)	Date (optional)	
	626-572-1577 ext.		

International Payments Verification (required)

SEC 4	Will these payments be forwarded to a financial institution outside the United States?..... <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
	If "YES," also complete the ACH (Direct Deposit) Payment Destination Confirmation (Form 74-227).

Authorization for Setup, Changes or Cancellation (required)

SECTION 5	I authorize the Texas Comptroller of Public Accounts to deposit my payments from the state of Texas to my financial institution electronically. I understand that the Texas Comptroller of Public Accounts will reverse any payments made to my account in error.	
	I further understand that the Texas Comptroller of Public Accounts will comply at all times with the National Automated Clearing House Association's rules. (For further information on these rules, please contact your financial institution.)	
	Authorized signature	Printed name
sign here ▶	TINA ZANDER	CHIEF DEPT. TREASURER 12/19/16

Cancellation by Agency (for state agency use)

SEC 6	Reason	Date

Authorized Signature (for state agency use)

SECTION 7	Signature	Date
	Phone number	Agency number
	ext.	
	Agency name	
	Comments	

Please return your completed form to:

FEDERAL EMERGENCY MANAGEMENT AGENCY
SUMMARY SHEET FOR ASSURANCES AND CERTIFICATIONS

O.M.B. No. 3087-0208
 Expires February 28, 2007

FOR
 FY 2017

CA FOR (Name of Applicant)
 Williamson County

This summary sheet includes Assurances and Certifications that must be read, signed, and submitted as a part of the Application for Federal Assistance.

An applicant must check each item that they are certifying to:

- Part I FEMA Form 20-16A, Assurances-Nonconstruction Programs
- Part II FEMA Form 20-16B, Assurances-Construction Programs
- Part III FEMA Form 20-16C, Certifications Regarding Lobbying; Debarment, Suspension, and Other Responsibility Matters; and Drug-Free Workplace Requirements
- Part IV SF LLL, Disclosure of Lobbying Activities (If applicable)

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the identified attached assurances and certifications.

D. Gattis
 Typed Name of Authorized Representative

Williamson County Judge
 Title

 Signature of Authorized Representative

 Date Signed

NOTE: By signing the certification regarding debarment, suspension, and other responsibility matters for primary covered transaction, the applicant agrees that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by FEMA entering into this transaction.

The applicant further agrees by submitting this application that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the FEMA Regional Office entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. (Refer to 44 CFR Part 17.)

Paperwork Burden Disclosure Notice

"Public reporting burden for this form is estimated to average 1.7 hours per response. Burden means the time, effort and financial resources expended by persons to generate, maintain, retain, disclose, or to provide information to us. You may send comments regarding the burden estimate or any aspect of the form, including suggestions for reducing the burden to: Information Collections Management, Federal Emergency Management Agency, 500 C Street, SW, Washington, DC 20472, Paperwork Reduction Project (3087-0208). You are not required to respond to this collection of information unless a valid OMB control number appears in the upper right corner of this form. Please do not send your completed form to the above address.

FEDERAL EMERGENCY MANAGEMENT AGENCY
ASSURANCES-NON-CONSTRUCTION PROGRAMS

Note: Certain of these assurances may not be applicable to your project or program. If you have any questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. Section 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration) 5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. Sections 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. Sections 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290-dd-3 and 290-ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Acts of 1968 (42 U.S.C. Section 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs. These requirements apply to all interest in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply with provisions of the Hatch Act (5 U.S.C. Sections 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. Sections 276a to 276a-7), the Copeland Act (40 U.S.C. Section 276c and 18 U.S.C. Sections 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 327-333), regarding labor standards for federally assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. Section 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. Section 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. Section 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. Section 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

19. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act (29 U.S.C. 201), as they apply to employees of institutions of higher education, hospitals, and other non-profit organizations.

FEDERAL EMERGENCY MANAGEMENT AGENCY
ASSURANCES-CONSTRUCTION PROGRAMS

NOTE: Certain of these assurances may not be applicable to your project or program. If you have any questions, please contact the awarding agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or state.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. Sections 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
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11. Will comply, or has already complied, with the requirements of Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs. These requirements apply to all interest in real property acquired for project purposes regardless of Federal participation in purchase.
12. Will comply with provisions of the Hatch Act (5 U.S.C. Sections 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. Sections 276a to 276a-7), the Copeland Act (40 U.S.C. Section 276c and 18 U.S.C. Section 874), the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 327-333) regarding labor standards for federally assisted construction subagreements.

14. Will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. Section 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. Section 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. Section 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and preservation of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).

18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.

19. Will comply with all applicable requirements of all other Federal laws, Executive Orders, regulations and policies governing this program.

20. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act (29 U.S.C. 201), as they apply to employees of institutions of higher education, hospitals, and other non-profit organizations.

21. It will obtain approval by the appropriate Federal agency of the final working drawings and specifications before the project is advertised or placed on the market for bidding; that it will construct the project, or cause it to be constructed, to final completion in accordance with the application and approved plans and specifications; that it will submit to the appropriate Federal agency for prior approval changes that alter the cost of the project, use of space, or functional layout, that it will not enter into a construction contract(s) for the project or undertake other activities until the conditions of the construction grant program(s) have been met.

22. It will operate and maintain the facility in accordance with the minimum standards as may be required or prescribed by the applicable Federal, State, and local agencies for the maintenance and operation of such facilities.

23. It will require the facility to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Handicapped," Number A117. - 1961, as modified (41 CFR 101-17.703). The applicant will be responsible for conducting inspections to ensure compliance with these specifications by the contractor.

24. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of any transfer of such property, any transfer, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.

25. In making subgrants with nonprofit institutions under this Comprehensive Cooperative Agreement, it agrees that such grants will be subject to OMB Circular A-122, "Cost Principles for Non-profit Organizations" included in Vol. 49, Federal Register, pages 18260 through 18277 (April 27, 1984).

**FEDERAL EMERGENCY MANAGEMENT AGENCY
CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND
OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 44 CFR Part 18, "New Restrictions on Lobbying; and 28 CFR Part 17, "Government-wide Debarment and suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Federal Emergency Management Agency (FEMA) determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

A. As required by section 1352, Title 31 of the U.S. Code, and implemented at 44 CFR Part 18, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 44 CFR Part 18, the applicant certifies that:

(a) 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 any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any other funds 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 an employee of Congress, or employee of a member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontract(s) and that all subrecipients shall certify and disclose accordingly.

Standard Form LLL, "Disclosure of Lobbying Activities" attached.
(This form must be attached to certification if nonappropriated funds are to be used to influence activities.)

**2. DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS
(DIRECT RECIPIENT)**

As required by Executive Order 12549, Debarment and Suspension, and implemented at 44 CFR Part 67, for prospective participants in primary covered transactions, as defined at 44 CFR Part 17, Section 17.510-A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civilian judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or perform 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 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 had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or shall shall attached an explanation to this application.

**3. DRUG-FREE WORKPLACE
(GRANTEES OTHER THAN INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 44 CFR Part 17, Subpart F, for grantees, as defined at 44 CFR Part 17, Sections 17.615 and 17.620:

A. The applicant certifies that it will 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 on-going 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 the grant to 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 employee 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 10 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 the applicable FEMA awarding office, i.e., regional office or FEMA office.

(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).

8. the grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, City, County, State, Zip code)

Williamson County Emergency Services Operations Center

911 Tracy Chambers Lane

Georgetown, TX 78665

Check if there are workplaces on file that are not identified here.

Section 17.630 of the regulations provide that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for FEMA funding. States and State agencies may elect to use a Statewide certification.

Commissioners Court - Regular Session

31.

Meeting Date: 01/24/2017

appointment

Submitted For: Dan Gattis

Submitted By: Wendy Coco, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action related to determining the process in which to fill a potential vacancy in the Office of the Williamson County Treasurer (Loc. Gov't Code Sec. 87.041).

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst. (Originator)

Form Started By: Wendy Coco

Final Approval Date: 01/18/2017

Reviewed By

Wendy Coco

Date

01/18/2017 09:04 AM

Started On: 01/18/2017 09:03 AM

Commissioners Court - Regular Session

32.

Meeting Date: 01/24/2017

Auction Change info

Submitted By: Jayme Jasso, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action to revise the previously approved schedule of auction dates and times of on-line auctions for the sale of surplus county property from the original schedules approved by commissioners court on September 13, 2016 under agenda item #41 or as close to possible to approved dates to fall in line with the appropriate auctioneer's schedule. Specifically approve to change to auction schedule for January 11th-25th in 2017 to January 16-30 in 2017 and January 11th-25th in 2017 to January 11th-26th in 2017.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Jayme Jasso

Final Approval Date: 01/13/2017

Reviewed By

Wendy Coco

Date

01/13/2017 10:21 AM

Started On: 01/13/2017 10:15 AM

Commissioners Court - Regular Session

33.

Meeting Date: 01/24/2017

consolidation of verizon wireless accounts

Submitted By: Kerstin Hancock, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on consolidating all Cellco Partnership, dba Verizon Wireless accounts, listed under Williamson County's FEIN number, into one agreement per DIR contract# DIR-TSO-3415.

Background

This action of approval will consolidate all Williamson County wireless accounts listed under the County's FEIN into one agreement.

The term of this Contract shall be two (2) years commencing on the last date of approval by DIR and Vendor. Prior to expiration of the original term, DIR and Vendor may extend the Contract, upon mutual agreement, for up to two (2) optional one-year terms.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

[Verizon Agreement](#)

[DIR contract](#)

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Kerstin Hancock

Final Approval Date: 01/18/2017

Reviewed By

Wendy Coco

Date

01/18/2017 09:04 AM

Started On: 01/12/2017 11:21 AM

Appendix D
DIR Contract No. DIR-TSO-3415
Verizon Wireless Customer Agreement

This agreement is dated January 24, 2017 between Cellco Partnership d/b/a Verizon Wireless and its Related Entities ("Verizon Wireless") and Williamson County ("Customer"), a customer as defined in Appendix A in the Contract for Products and Related Services between the State of Texas Department of Information Resources (the "DIR) and Verizon Wireless, DIR Contract No. DIR-TSO-3415 (the "DIR Agreement") with an effective date of April 27, 2016.

This Customer Agreement shall be governed by the terms and conditions of the DIR Number DIR-TSO-3415. A copy of the DIR Agreement is incorporated herein by reference and is available online at <http://www.dir.texas.gov> or upon request from your Account Manager.

Authorized Customer is eligible and desires to purchase wireless services and products from Verizon Wireless pursuant to the terms and conditions of the DIR Agreement, any and all amendments, addenda and schedules as the DIR may specify from time to time, as well as the terms and conditions of all calling plans activated under this Customer Agreement, which are incorporated herein by reference.

DIR will only be responsible for services provided to DIR and will not be responsible for payments for services provided to any individual Customer.

The Authorized Customer hereby agrees that it is separately and solely liable for all obligations and payments for equipment and services provided hereunder.

The Authorized Customer agrees to the terms and conditions of the DIR Agreement including the disclosure of limited account information as part of the contractual reporting requirements to DIR.

The undersigned represents and warrants that he/she has the power and authority to execute this Customer Agreement, bind the respective Authorized Customer, and that the execution and performance of this Customer Agreement has been duly authorized by all necessary Authorized Customer action.

The undersigned is duly authorized by the Authorized Customer to designate the following individual(s) (the "Authorized Contacts") who are authorized to take action with respect to the account with Verizon Wireless to purchase equipment, add lines of service, cancel lines of service and make changes to the account that financially bind the Authorized Customer to the terms and conditions of this Customer Agreement, and the DIR Agreement.

FEIN Number: 746000978 Existing Vendor Customer Account Number(s): **622015164-00004**

- 622015164-00003**
- 622556356-00001**
- 742075228-00001**
- 921290656-00001**
- 321958576-00001**
- 322146681-00001**
- 322381758-00001**
- 322594677-00001**
- 323457844-00001**
- 422204180-00001**
- 522093358-00001**
- 522432949-00002**
- 522432949-00001**
- 522647066-00001**
- 620803582-00001**
- 822616939-00001**
- 822748185-00002**
- 920278043-00002**
- 920278043-00001**
- 920848325-00001**
- 922569747-00001**
- 922573907-00001**
- 942063441-00001**
- 642084676-00001**

Means of Contact Acceptable To/From Authorized User (e.g. fax, e-mail, etc.):

Verizon Wireless Sales Representative Name: Jeff Snodgrass and Wireless Phone Number: 5125299380 and GID: TXDIR

Appendix D
DIR Contract No. DIR-TSO-3415
Verizon Wireless Customer Agreement

Verizon Wireless Profile ID(s): 798690

2455930

2565881

786669

1090125

1013236

3665355

Authorized User has caused this User Agreement to be executed by its duly authorized representative to be effective as of this 24th day of January, 2017

Customer Name: Williamson County
Authorized Signature:
Printed Name: Dan A. Gattis
Title: County Judge
Date:

STATE OF TEXAS
DEPARTMENT OF INFORMATION RESOURCES
CONTRACT FOR PRODUCTS AND RELATED SERVICES
CELLCO PARTNERSHIP DBA VERIZON WIRELESS

1. Introduction

A. Parties

This Contract for products and related services is entered into between the State of Texas, acting by and through the Department of Information Resources (hereinafter “DIR”) with its principal place of business at 300 West 15th Street, Suite 1300, Austin, Texas 78701, and Cellco Partnership dba Verizon Wireless (hereinafter “Vendor”), with its principal place of business at One Verizon Way, Basking Ridge, NJ 08920-1097.

B. Compliance with Procurement Laws

This Contract is the result of compliance with applicable procurement laws of the State of Texas. DIR issued a solicitation on the Comptroller of Public Accounts’ Electronic State Business Daily, Request for Offer (RFO) DIR-TSO-TMP-234, on December 9, 2015, for Hardware, Software and Services for Wireless Voice, Data, Pagers and Mobile Satellite Voice. Upon execution of this Contract, a notice of award for RFO DIR-TSO-TMP-234 shall be posted by DIR on the Electronic State Business Daily.

C. Order of Precedence

For purchase transactions under this Contract, the order of precedence shall be as follows: this Contract; Appendix A, Standard Terms and Conditions For Products and Related Services Contracts; Appendix B, Vendor’s Historically Underutilized Businesses Subcontracting Plan; Appendix C, Pricing Index; Appendix D, Service Agreement; Appendix E, E-Rate Customer Service Agreement; Exhibit 1, Vendor’s Response to RFO DIR-TSO-TMP-234, including all addenda; and Exhibit 2, RFO DIR-TSO-TMP-234, including all addenda; are incorporated by reference and constitute the entire agreement between DIR and Vendor governing purchase transactions. In the event of a conflict between the documents listed in this paragraph related to purchases, the controlling document shall be this Contract, then Appendix A, then Appendix B, then Appendix C, then Appendix D, then Appendix E, then Exhibit 1, and finally Exhibit 2. In the event and to the extent any provisions contained in multiple documents address the same or substantially the same subject matter but do not actually conflict, the more recent provisions shall be deemed to have superseded earlier provisions.

2. Term of Contract

The term of this Contract shall be two (2) years commencing on the last date of approval by DIR and Vendor. Prior to expiration of the original term, DIR and Vendor may extend the Contract, upon mutual agreement, for up to two (2) optional one-year terms.

Additionally, the parties by mutual agreement may extend the term for up to ninety (90) additional calendar days.

3. Product and Service Offerings

A. Products

Products available under this Contract are limited to Wireless Voice and Data Products required for services offered in B. below as specified in Appendix C, Pricing Index. Vendor may incorporate changes to their product offering; however, any changes must be within the scope of products awarded based on the posting described in Section 1.B above. Vendor may not add a manufacturer's product line which was not included in the Vendor's response to the solicitation described in Section 1.B above.

B. Services

Services available under this Contract are limited to Wireless Voice and Data Services as specified in Appendix C, Pricing Index. Vendor may incorporate changes to their service offering; however, any changes must be within the scope of services awarded based on the posting described in Section 1.B above.

4. Pricing

Pricing to the DIR Customer shall be as set forth in Appendix A, Section 8, Pricing, Purchase Orders, Invoices and Payment, and as set forth in Appendix C, Pricing Index, and shall include the DIR Administrative Fee.

5. DIR Administrative Fee

A) The administrative fee to be paid by the Vendor to DIR based on the dollar value of all sales to Customers pursuant to this Contract is two percent (2%). Payment will be calculated for all sales, net of returns and credits. For example, the administrative fee for sales totaling \$100,000 shall be \$2,000.

B) All prices quoted to Customers shall include the administrative fee. DIR reserves the right to change this fee upwards or downwards during the term of this Contract, upon written notice to Vendor without further requirement for a formal contract amendment. Any change in the administrative fee shall be incorporated in the price to the Customer.

6. Notification

All notices under this Contract shall be sent to a party at the respective address indicated below.

If sent to the State:

Shannon Kelley, CTPM, CTCM
Manager, Contract and Vendor Management
Department of Information Resources
300 W. 15th St., Suite 1300
Austin, Texas 78701
Phone: (512) 936-2233

Facsimile: (512) 475-4759
Email: shannon.kelley@dir.texas.gov

If sent to the Vendor:

Russ Brown
Verizon Wireless
70 NE Loop 410
San Antonio, TX 78216
Phone: (210) 347-1406
Facsimile: (210) 592-5080
Email: russ.brown@vzw.com

7. Software License and Service Agreement

A. Shrink/Click-wrap License Agreement

Regardless of any other provision or other license terms which may be issued by Vendor after the effective date of this Contract, and irrespective of whether any such provisions have been proposed prior to or after the issuance of a Purchase Order for products licensed under this Contract, or the fact that such other agreement may be affixed to or accompany software upon delivery (shrink-wrap), the terms and conditions set forth in this Contract shall supersede and govern the license terms between Customers and Vendor. **It is the Customer's responsibility to read the Shrink/Click-wrap License Agreement and determine if the Customer accepts the license terms as amended by this Contract. If the Customer does not agree with the license terms, Customer shall be responsible for negotiating with the reseller to obtain additional changes in the Shrink/Click-wrap License Agreement language from the software publisher.**

B. Service Agreement

Services provided under this Contract shall be in accordance with the Service Agreements as set forth in Appendix D and Appendix E of this Contract. No changes to the Service Agreement terms and conditions may be made unless previously agreed to by Vendor and DIR.

8. Authorized Exceptions to Appendix A, Standard Terms and Conditions for Product and Related Services Contracts.

A. Section 3. Definitions, I. Equipment, is hereby added:

Devices and ancillary accessories used by subscribers in conjunction with wireless service.

B. Section 3. Definitions, J. Wireless Service, is hereby added:

Each and every radio service that is defined by the Federal Communications Commission ("FCC") as commercial mobile radio service ("CMRS") and is subject to FCC rules and related to communication through radio transmissions.

C. Section 4. General Provisions, B. Modification of Contract Terms and/or Amendments, Subsection 3) is hereby replaced in its entirety with the following:

3) Customers and Vendor may, but are under no obligation to, negotiate and enter into written agreements regarding statements of work, service level agreements, remedies, acceptance criteria, information confidentiality and security requirements, and other terms specific to their Purchase Orders under the Contract with Vendors.

D. Section 5. Intellectual Property Matters, A. Definitions, 3) Statement of Work, is hereby replaced in its entirety with the following:

3) “Statement of Work” means a document signed by Customer and Vendor describing a specific set of activities and/or deliverables, which may include Work Product and Intellectual Property Rights, that Vendor is to provide Customer, issued pursuant to the Contract. If Statement of Work is not issued by Customer to the Vendor, the Customer shall not have any rights in Vendor IP (defined below).

E. Section 5. Intellectual Property Matters, A. Definitions, 5) Vendor IP, is hereby replaced in its entirety with the following:

5) “Vendor IP” shall mean all tangible or intangible items or things, including the Intellectual Property Rights therein, created or developed by Vendor (a) prior to providing any Services or Work Product to Customer and prior to receiving any documents, materials, information or funding from or on behalf of Customer relating to the Services or Work Product, or (b) after the Effective Date of the Contract if such tangible or intangible items or things were not prescribed in a Statement of Work issued by Customer and/or independently developed by Vendor outside Vendor’s provision of Services or Work Product for Customer hereunder and were not created, prepared, developed, invented or conceived by any Customer personnel who then became personnel to Vendor or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Vendor or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

F. Section 5. Intellectual Property Matters, J. Agreement with Subcontracts, is hereby replaced in its entirety with the following:

Vendor agrees that it shall have written agreement(s) that are consistent with the provisions hereof related to Work Product and Intellectual Property Rights with any, agents, consultants, contractors or subcontractors providing Services or Work Product pursuant to the Contract, prior to their providing such Services or Work Product, and that it shall maintain such written agreements at all times during performance of this Contract, which are sufficient to support all performance and grants of rights by Vendor. Copies of such agreements shall be provided to the Customer promptly upon request.

G. Section 10. Vendor Responsibilities, N. Required Insurance Coverage, 1) Commercial General Liability, is hereby replaced in its entirety:

- 1) Commercial General Liability must include a combined single limit of \$2,000,000 per occurrence. Agencies may require additional Umbrella/Excess Liability insurance. The policy shall contain the following provisions:
 - a) Blanket contractual liability coverage for liability assumed under the Contract;
 - b) Independent Contractor coverage;
 - c) State of Texas, DIR and Customer listed as an additional insured;
 - d) Waiver of Transfer Right of Recovery Against Others in favor of DIR and/or Customer.

H. Section 10. Vendor Responsibilities, N. Required Insurance Coverage, 3) Business Automobile Liability Insurance, is hereby replaced in its entirety:

- 3) Business Automobile Liability Insurance must cover all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternative acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident. The policy shall contain the following endorsements in favor of DIR and/or Customer:
 - a) Waiver of Subrogation;
 - b) Additional Insured.

I. Section 10. Vendor Responsibilities, V. Accessibility of Public Information, Subsection 1), is hereby replaced in its entirety:

- 1) Pursuant to S.B. 1368 of the 83rd Texas Legislature, Regular Session, Vendor is required to make any information created or exchanged with the State pursuant to this Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State. The Vendor shall provide the information directly to the State for dissemination of the information to the public. The Vendor Shall not disseminate information directly to the public under any circumstances.

{remainder of page intentionally left blank}

This Contract is executed to be effective as of the date of last signature.

Cellco Partnership dba Verizon Wireless

Authorized By: Signature on file

Name: Todd Loccisano

Title: Executive Director, Enterprise & Government Contracts

Date: April 26, 2016

The State of Texas, acting by and through the Department of Information Resources

Authorized By: Signature on file

Name: Wayne Egeler

Title: Director CTS

Date: April 27, 2016

Office of General Counsel: Signature on File

Commissioners Court - Regular Session

34.

Meeting Date: 01/24/2017

Authorizing New Agreement with Ergometrics

Submitted By: Sydney Richardson, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the new licensing Agreement for pre-employment testing and scoring, for the term of February 1, 2017 - February 1, 2018, with Ergometrics and Applied Personnel Research, Inc., in the amount of \$5,500 annually.

Background

Requested by Gene Smith, Assistant Director of Williamson County Emergency Communications; this is for licensing to have access to tests for individuals seeking employment with 911 Communications. This process is an upfront screening test that is nationally recognized and allows the Department to see who is qualified to handle the high pace, stressful environment that comes with positions specific to 911 Communications. The County will proctor the exam which allows for forty (40) individuals to be tested at once, as opposed to the old testing system that only allowed five (5). The exams are then sent in for the Vendor to score. Scoring will be charged at a \$25.00 minimum batch fee or \$3.00 per applicant for standard and diagnostic scoring. Annual fee for the licensing of the exams will not exceed \$5,500.00.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

1 - Agreement

2 - Form 1295

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Sydney Richardson

Final Approval Date: 01/17/2017

Reviewed By

Wendy Coco

Date

01/17/2017 08:16 AM

Started On: 01/13/2017 10:53 AM

Test Licensing Agreement

1. Scope of Agreement

Ergometrics grants use of the tests to the licensee for the sole purpose of pre-employment and promotional testing. These materials may not be used for training purposes under any circumstances. Authorization to use this test is limited to the licensee's agency. You may not lease, rent, loan, transfer or administer this test to or for any other agency or entity without express written permission from Ergometrics. The test(s) meet and/or exceed all EEOC guidelines and professional standards. Ergometrics will provide general validation reports upon request. In the event of challenge, Ergometrics will provide expert testimony at its regular consulting rates. Ergometrics assumes no liability for the use or misapplication of this product.

2. Copyright

The test is owned by Ergometrics and protected by United States copyright laws and international treaty provisions. The Licensee is not authorized to copy any videos or DVD's. Printed materials may only be copied with express permission from Ergometrics and may only be used as designated by Ergometrics.

3. Security

Licensee will maintain strict security of these tests in accordance with accepted security practices and those incorporated herein. All copies of test materials and any associated confidential documents such as answer sheets are to be stored in a secured location and accounted for at all times. Authorized copying of test materials will be personally monitored by an individual responsible for test security. Test materials and any trash containing confidential material will be handled with complete security.

4. Implementation

Licensee certified that it is experienced in test administration and qualified to administer these materials. Ergometrics will provide the licensee general written or telephone instructions on the administration, use and scoring of this test. Ergometrics warrants that the video, audio, and printed materials are free from defects in material and workmanship.

Some DVD players will have incompatibilities with the DVD format provided. There may be some skipping, stopping or other difficulties experienced. We suggest playing all DVD's, each time, prior to playback and check for deep or excessive scratches. Check DVD's prior to test administration on the machine that will be used for testing

5. Test Security

Test users should always observe security precautions when dealing with tests. Your test licensing with Ergometrics requires that you conform to specific test security procedures. Basic test security precautions include preventing materials from being stolen, copied, or otherwise compromised. This can be done by establishing responsibility and following conventional test security procedures. Ergometrics maintains the right to, at any time; verify the whereabouts of testing materials maintained by the Licensee and request written documentation of the chain of responsibility outlined in the Test Security Agreement.

6. Security Precautions

a. Maintain an uninterrupted chain of responsibility

Test copies, keys and any other confidential parts of tests must always be the responsibility of a clearly defined person. This person must sign for test materials and be responsible for the security of the test whereabouts at all times. Logs must be maintained that show who had responsibility for the tests during what time. This includes keeping records of who is responsible for the materials in their normal storage location and to whom they are temporarily checked out. There must be no time when the tests are not someone's responsibility and properly accounted for.

b. Keep materials in a secure area or with the responsible person

Tests and related parts must be stored in secure areas where there is limited, recorded access. Tests must not be left unattended on a table or on someone's desk, even for a few minutes. If tests are not in use, they must be under lock and key.

c. Protect materials from computer based theft

Any Ergometrics' materials that are maintained on computer must be kept on a *stand alone* computer that is secured from unauthorized users. The only persons authorized to access these materials are those directly involved in managing and administering the product.

d. Obtain Certification of Compliance with Confidentiality and

Copyright before allowing applicants to take tests

Avoid problems by obtaining Certification of Compliance with Confidentiality and Copyright before allowing applicants to take tests.

e. Maintain security during testing

Monitor all test sessions in progress, being alert to ways that individuals could steal, copy or in any other way compromise confidential, copyright test materials. Number test booklets or test parts that are given to applicants so that if something turns up missing you can tell whose it was. Have applicants initial for the parts that they are receiving. Check applicants in and out of the test session one at a time, making sure that all test parts are accounted for. Restrict movement of applicants in and out of the testing area when tests are in progress. If an applicant must leave for any reason, check materials back in first. Be alert for individuals who may be attempting to take notes, speak notes into a recorder or surreptitiously make recordings of tests. Cell phones are not allowed in plain sight during the test administration. They must be put away and turned off or in the event of any applicant being on-call or needing to be paged, they must be checked into the test administrator prior to the test session. Collect and destroy scratch paper. Make sure that any authorized visitors or observers are aware of all security precautions. No one, other than the official test monitor, should take notes or any other confidential materials from a testing room.

f. Protect materials from organized attempts at compromise

Educational institutions, unions or other groups affected by testing have been known to organize attempts to reproduce product materials. Even if the reproductions are crude, they still constitute copyright violation. Many lawsuits over such matters have been brought and won by testing companies and organizations. Let local organizations know that any such acts will not be lightly tolerated. Send them copies of the Certification of Compliance with Confidentiality and Copyright. Call Ergometrics immediately if you discover organized attempts to compromise materials. We can technically analyze the severity of the violation and will not hesitate to take legal action to rectify the situation.

g. If a test is taken

If the above procedures are observed, theft or attempted theft of test items is a very rare event. Should someone take a test or key, the following guidelines apply. Theft of a valuable item is a police matter. If you have reasonable information as to who the suspect is and that person is present, presumably with the test materials on their person call the police. Ask the person to remain in the lobby, but under no circumstances can you detain the candidate against their will. Any one of the following is a reasonable circumstance for reporting suspected theft: You or another staff member witnessed the theft. Someone else, such as another applicant, identifies the culprit (if two are accusing each other it is reasonable to detain both because both have been identified). A numbered booklet is missing that is checked out to a specific person. There are other circumstances that may reasonably point to a particular person or persons. If you have reasonable information to suspect someone, detain the person and phone the police. Be polite to suspects while you wait for authorities to arrive. For instance, offer them a cup of coffee and try to make them comfortable. Thank them for their cooperation.

h. Never discuss specific test questions or answers

The content of test questions is confidential and copyrighted. Do not discuss specific questions or answers with anyone, including applicants or even others in the organization, except in the course of formal research and test design. Any conversations about test content must be conducted formally in conjunction with Ergometrics.

i. Obtain Test Security Agreement from all responsible individuals

Document that all employees who deal with test materials or applicants understand their responsibility in maintaining security. Maintain on file signed copies of the form entitled Test Security Agreement Individual Statement of Responsibility from all employees whose job in any way can impact test security. This includes test administrators, human resource management staff, any employees who have responsibility for the security of confidential materials in storage, etc.

j. Obtain written consent from Ergometrics prior to subcontracting

Ergometrics' test materials are licensed for use by your organization only. Contact Ergometrics if your organization is considering subcontracting test administration or other services that involve the outside handling of Ergometrics' test materials. This has been acceptable in some cases, however, security arrangements must be formally established. Your organization will remain fully responsible for the security of materials that are handled in this manner.

7. Termination

a. This Agreement may be terminated in whole in the event that the Licensee or Ergometrics breaches any material provision of this Agreement and fails to cure such breach within thirty (30) days after the non-breaching party delivers written notice of such breach to the breaching Party. Upon termination, Ergometrics will be entitled to payment, determined on a pro rata basis for services performed or rendered and all test materials must be

returned immediately to Ergometrics once the Licensing Agreement has been terminated. At the end of the license period, Ergometrics will automatically renew the license period unless written notification has been received of intent to cancel the agreement prior to expiration and all test materials have been returned.

b. 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.

8. Events Upon License Expiration or Termination

a. Annual License

Upon any termination or expiration of this Agreement for any reason, Licensee will cease use of all testing materials and return such materials within 15 days of expiration or termination of license. If testing materials (video tapes, test originals, test booklets, etc.) are not returned within 15 days of expiration or termination, Ergometrics will invoice for another license term. Ergometrics will continue to license until such time that all testing materials under this agreement have been returned. Ergometrics will prorate license fees upon return of all Ergometrics' testing materials as of the date in which they are returned in the event the materials are returned after the license expiration. In the event that test materials are lost stolen or neglected to be returned by the licensee, Ergometrics may pursue legal actions regarding any breach of security incorporated herein and/or agreement of license term (Attachment A, to be created at time of test order).

b. Per Applicant License

Upon any termination or expiration of this Agreement for any reason, Licensee will cease use of all testing materials and return such materials within 15 days of expiration or termination of license. **If testing materials** (video tapes, test originals, test booklets, etc.) are not returned within 15 days of expiration or termination, Ergometrics will invoice \$25 for every 15 days overdue. Ergometrics will continue to invoice until such time that all testing materials under this agreement have been returned. In the event that test materials are lost stolen or neglected to be returned by the licensee, Ergometrics may pursue legal actions regarding any breach of security incorporated herein and/or agreement of license term (Attachment A, to be created at time of test order).

9. No Waiver

The waiver or failure of either Party to exercise in any respect any right provided in this Agreement shall not be deemed a waiver of any other right or remedy to which the party may be entitled.

10. Entirety of Agreement

The terms and conditions set forth herein constitute the entire Agreement between the Parties and supersede any communications or previous agreements with respect to the subject matter of this Agreement. There are no written or oral understandings directly or indirectly related to this Agreement that are not set forth herein. No change can be made to this Agreement other than in writing and signed by both Parties.

Test Licensing Agreement

This is a legal agreement between the Licensing Agency (Licensee) and Ergometrics and Applied Personnel Research, Inc. By accepting the Ergometrics test materials for use, you are agreeing to the terms of this agreement and that you have authority to enter into such an agreement on behalf of the Agency.

Licensee

Principal Signer

Date

Signature

Title

Agency Name

Physical Address

City

State

Zip

Telephone

EMail

11. Headings in this Agreement

The headings in this Agreement are for convenience only, confirm no rights or obligations in either party, and do not alter any terms of this Agreement.

12. Severability

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

13. No Waiver of Sovereign Immunity or Powers

Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of licensee, the Williamson County Commissioners Court, or the Williamson County Judge.

14. 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 licensee 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 licensee 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 licensee'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.

15. Good Faith

Ergometrics agrees to act in good faith in the performance of this agreement.

16. Venue and Governing Law

Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.

17. Right to Audit

Ergometrics agrees that licensee 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 Ergometrics which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Ergometrics agrees that licensee shall have access during normal working hours to all necessary Ergometrics facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. licensee shall give Ergometrics reasonable advance notice of intended audits.

Authorized Contacts

Please list in addition to the Principal Signer anyone who is authorized to receive materials, scores or discuss scores with Ergometrics.

Authorized Contact _____
Title _____
Telephone _____
E-Mail _____

Authorized Contact _____
Title _____
Telephone _____
E-Mail _____

	<p>Return to: Ergometrics & Applied Personnel Research, Inc. 18720 33rd Avenue West Lynnwood, WA 98037 FAX: 425-774-0829 Or email to: chantelle@ergometrics.org</p> <p><i>Failure to return the signed licensing agreement, will delay the processing of your order.</i></p>
---	--

For Office use only:
Product: _____
License Type: _____
Highrise: _____
Exam HQ: _____
Notes: _____

Kara Swank
K Swank
Client Services Lead
11/2/16

Williamson County Emergency Communications
Licensing Agreement
Attachment A

Pricing

ECOMM National Annual License:
Annual

\$5,500

Scoring will be charged at a \$25 minimum batch fee or \$3.00 per applicant for standard and diagnostic scoring. Licensee will be responsible for all associated freight expenses.

Term of Agreement

The service agreement will begin and end on the following dates:

Start Date	End Date
10.03.16	10.03.17

Upon any termination or expiration of this Agreement for any reason, Licensee will cease use of all testing materials and return such materials within 15 days of expiration or termination of license. If all testing materials (video tapes, test originals, test booklets, etc) are not returned within 15 days of expiration or termination, Ergometrics will invoice for another license term. Ergometrics will prorate license fees upon return of all Ergometrics' testing materials if materials are returned after the license expiration. In the event that test materials are lost, stolen or neglected to be returned by the licensee, Ergometrics reserves the right to pursue legal actions regarding any breach of security and/or agreement of license term.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

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

Ergometrics and Applied Personnel Research, Inc.
Lynnwood, WA United States

Certificate Number:
2016-129967

Date Filed:
10/27/2016

Date Acknowledged:

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

Williamson County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

NA
Pre-Employment Testing Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	NA			

5 Check only if there is NO Interested Party.

6 AFFIDAVIT

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



K. Swank
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Kara Swank, this the 2nd day of November, 2016, to certify which, witness my hand and seal of office.

Barbara L. Erickson Barbara L. Erickson
Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath
residing: Lynnwood, WA

Commissioners Court - Regular Session

35.

Meeting Date: 01/24/2017

Authorize the Renewal of Crack Seal Services

Submitted By: Sydney Richardson, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the renewal of Crack Seal Services, Contract #15IFB103, for the same pricing, terms and conditions as the existing Contract for the term of February, 27, 2017 – February 27, 2018, with RHB Construction.

Background

This is the second extension of two (2) possible, one (1) year renewal options.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

1 - Renewal Form

2 - Form 1295

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Sydney Richardson

Final Approval Date: 01/17/2017

Reviewed By

Wendy Coco

Date

01/17/2017 11:44 AM

Started On: 01/17/2017 09:49 AM



Summary Agreement for Renewal of Williamson County Contract

Purchase/Contract Type:	Services	Department:	Road & Bridge						
Vendor Name:	RHB Construction								
Vendor Address:	402 W Palm Valley Blvd A, Round Rock, TX 78664								
Purpose/Intended Use of Product or Service (summary):									
Renewal of Crack Seal Services Contract									
P.O./Contract Number:	15IFB103	Effective Date:	02/27/2017						
Purchaser/Contract Specialist:	Sydney Richardson	Expiration Date:	02/27/2018						
Requested By:	Terron Evertson, Department Director								
Detailed description of renewal of product and/or service.									
<ul style="list-style-type: none"> • Williamson County wishes to extend this bid/proposal for the same pricing, terms and conditions as the existing contract. • PLEASE INCLUDE THE FOLLOWING: <ul style="list-style-type: none"> - COMPLETED 1295 FORM; AND - RENEWED INSURANCE CERTIFICATE IF IT WAS REQUIRED IN BID/PROPOSAL. • Extend Contract for the 2nd of two (2) one (1) year renewal option periods: <table style="margin-left: 20px; width: 80%;"> <tr> <td>Renewal Option Period 2</td> <td>February 27, 2017 – February 27, 2018</td> </tr> <tr> <td>Renewal Option Period 1</td> <td>February 27, 2016 – February 27, 2017</td> </tr> <tr> <td>Initial Contract Period</td> <td>February 27, 2015 – February 27, 2016</td> </tr> </table> 				Renewal Option Period 2	February 27, 2017 – February 27, 2018	Renewal Option Period 1	February 27, 2016 – February 27, 2017	Initial Contract Period	February 27, 2015 – February 27, 2016
Renewal Option Period 2	February 27, 2017 – February 27, 2018								
Renewal Option Period 1	February 27, 2016 – February 27, 2017								
Initial Contract Period	February 27, 2015 – February 27, 2016								
BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET OUT HEREIN									
Vendor <u>RHB Construction</u>	Williamson County, 710 Main St., Georgetown, TX 78626								
Name <u>Tracey Hummel</u>	Dan A. Gattis								
Title <u>president</u>	Williamson County Judge								
Signature <u></u>	Signature _____								
Date <u>01-10-17.</u>	Date _____								



WILLIAMSON COUNTY AFFIDAVIT AUTHORIZED VENDOR REPRESENTATIVE

I hereby swear, affirm and represent to Williamson County that my signature below represents that I am authorized to bind the bidder/proposer to fully comply with the pricing, terms and conditions for the Contract listed below and any extension thereof, if applicable.

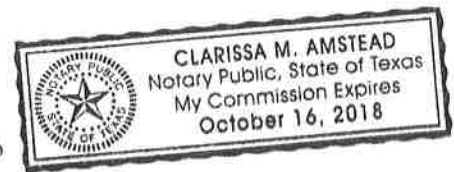
Note: If Signature is by an agent, other than the Sole Proprietor(s) or an officer of a Corporation, Limited Liability Company, General Partner or a member of a General Partnership, a Power of Attorney or equivalent document must be submitted to the Williamson County Purchasing Department prior to being recommended for award of the contract or renewal.

Contract Number:	15IFB103
Contract Name:	Crack Seal Services
Name of Company:	RHB Construction
Contact Person:	Ron Hummel
Phone:	512-738-1296
Email:	rhbco@yahoo.com
Date:	01 10, 2017
Printed Name of Person Submitting Affidavit:	
Signature of Person Submitting Affidavit:	

On this, the 3rd day of JANUARY, 2017, before me a notary public, the undersigned officer, personally appeared TRACEY HUMMEL, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that she/he executed the same for the purposes therein contained.

In witness hereof, I hereunto set my hand and official seal.

Notary Public



CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

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

RHB Construction
Round Rock, TX United States

Certificate Number:
2017-149749

Date Filed:
01/03/2017

Date Acknowledged:

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

Williamson County

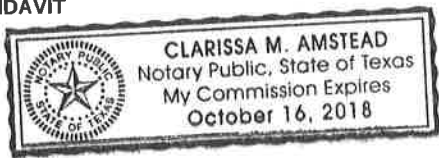
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

15lfb103
Crack Seal

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 AFFIDAVIT



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

[Handwritten Signature]

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said TRACEY Hummel, this the 3rd day of JANUARY, 2017, to certify which, witness my hand and seal of office.

[Handwritten Signature]

Signature of officer administering oath

CLARISSA AMSTEAD

Printed name of officer administering oath

Financial Service Specialist

Title of officer administering oath

Commissioners Court - Regular Session

36.

Meeting Date: 01/24/2017

Authorize Renewal of Cast In Place Contract

Submitted By: Sydney Richardson, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the renewal of Cast in Place, Contract #15IFB106, for the same pricing, terms and conditions as the existing Contract for the term of April 07, 2017 – April 06, 2018, with RHB Construction.

Background

This is the second extension of two (2) possible, one (1) year renewal options.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

1 - Renewal Forms

2 - Form 1295

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Sydney Richardson

Final Approval Date: 01/17/2017

Reviewed By

Wendy Coco

Date

01/17/2017 11:44 AM

Started On: 01/17/2017 09:53 AM



Summary Agreement for Renewal of Williamson County Contract

Purchase/Contract Type:	Goods	Department:	Road & Bridge
Vendor Name:	RHB Construction		
Vendor Address:	402 W Palm Valley Blvd A, Round Rock, TX 78664		
Purpose/Intended Use of Product or Service (summary):			
Renewal of Cast In Place Concrete Contract			
P.O./Contract Number:	15IFB106	Effective Date:	04/07/2017
Purchaser/Contract Specialist:	Sydney Richardson	Expiration Date:	04/06/2018
Requested By:	Terron Evertson, Department Director		
Detailed description of renewal of product and/or service.			
<ul style="list-style-type: none"> • Williamson County wishes to extend this bid/proposal for the same pricing, terms and conditions as the existing contract. • PLEASE INCLUDE THE FOLLOWING: <ul style="list-style-type: none"> - COMPLETED 1295 FORM; AND - RENEWED INSURANCE CERTIFICATE IF IT WAS REQUIRED IN BID/PROPOSAL. • Extend Contract for the 2nd of two (2) one (1) year renewal option periods: 			
Renewal Option Period 2	April 7, 2017 – April 6, 2018		
Renewal Option Period 1	April 7, 2016 – April 6, 2017		
Initial Contract Period	April 7, 2015 – April 6, 2016		
BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET OUT HEREIN			
Vendor <u>RHB Construction</u>	Williamson County, 710 Main St., Georgetown, TX 78626		
Name <u>Tracy Hummel</u>	Dan A. Gattis		
Title <u>president</u>	Williamson County Judge		
Signature <u>[Handwritten Signature]</u>	Signature _____		
Date <u>01-10-2017.</u>	Date _____		



WILLIAMSON COUNTY AFFIDAVIT AUTHORIZED VENDOR REPRESENTATIVE

I hereby swear, affirm and represent to Williamson County that my signature below represents that I am authorized to bind the bidder/proposer to fully comply with the pricing, terms and conditions for the Contract listed below and any extension thereof, if applicable.

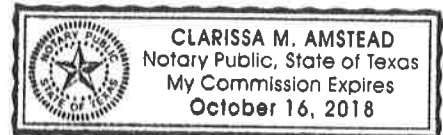
Note: If Signature is by an agent, other than the Sole Proprietor(s) or an officer of a Corporation, Limited Liability Company, General Partner or a member of a General Partnership, a Power of Attorney or equivalent document must be submitted to the Williamson County Purchasing Department prior to being recommended for award of the contract or renewal.

Contract Number:	15IFB106
Contract Name:	Cast In Place Concrete
Name of Company:	RHB Construction
Contact Person:	Ron Hummel
Phone:	512-738-1296
Email:	rhbc@yahoo.com
Date:	01 10 2017
Printed Name of Person Submitting Affidavit:	
Signature of Person Submitting Affidavit:	

On this, the 3rd day of JANUARY, 2017, before me a notary public, the undersigned officer, personally appeared TRACEY HUMMEL, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that she/he executed the same for the purposes therein contained.

In witness hereof, I hereunto set my hand and official seal.

Notary Public



CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2017-149759

Date Filed:
01/03/2017

Date Acknowledged:

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

RHB Construction
Round Rock, 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.

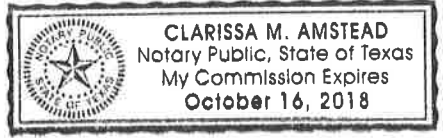
15IFB106
Cast in Place Concrete

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 AFFIDAVIT

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



Tracey Hummel
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said TRACEY Hummel, this the 3rd day of JANUARY, 2017, to certify which, witness my hand and seal of office.

Clarissa Amstead Clarissa Amstead Financial Source Specialist
Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath

Commissioners Court - Regular Session

37.

Meeting Date: 01/24/2017

Tower Maintenance agreement

Submitted By: Jayme Jasso, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving the Agreement between Randel's Tower Tech and Williamson County for Radio Tower Maintenance/ Insurance certificates, for \$20,687.50.

Background

This has been requested by the Radio Shop to have one of their Radio Tower lights replaced. Legal and Audit have approved this agreement and there is enough room in the commodity code for purchase.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Tower Maintenance

Tower Maintenance 1

Tower Maintenance 2

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Jayme Jasso

Final Approval Date: 01/19/2017

Reviewed By

Wendy Coco

Date

01/19/2017 10:30 AM

Started On: 01/17/2017 11:00 AM

THE STATE OF TEXAS

§

COUNTY OF WILLIAMSON

§

§

SERVICES CONTRACT
(Tower Maintenance)

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 Randal’s Tower Tech, Inc., (hereinafter “Service Provider”), with principal offices in Little River, TX 76554. The County agrees to engage Service Provider as an independent contractor, to assist in providing certain operational goods and services pursuant to the following terms, conditions, and restrictions:

I.

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

II.

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

III.

No Assignment: Service Provider may not assign this contract.

IV.

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

V.

Consideration and Compensation: Service Provider will be compensated based on the attached **Proposal dated November 13, 2016**, which is attached and incorporated herein as if copied in full. **The not-to-exceed amount under this agreement is \$20,687.50, unless amended by a change order and approved by the Williamson County Commissioners Court.**

Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of The County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

VI.

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

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 <i>(including premises, completed operations and contractual)</i>	\$ 500,000	\$ 500,000
Aggregate policy limits:		\$1,000,000

Service Provider, as an independent contractor, meets the qualifications of an "Independent Contractor" under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, and must provide its employees, agents and 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.

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) This contract;
- 2) Proposal dated November 13, 2016; and
- 3) Any required insurance certificates for this project.

IX.

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

X.

Confidentiality: Service Provider expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

XI.

Termination: This agreement may be terminated at any time at the option of either party, without *future or prospective* liability for performance upon giving thirty (30) days written notice thereof. In the event of termination, The County will only be liable for its pro rata share of services rendered and goods actually received.

XII.

Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Contract.

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 XI above.

XI.

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 11 day of January, 2017.

WILLIAMSON COUNTY:

SERVICE PROVIDER:

Authorized Signature

Michael Brewer
Authorized Signature

DESCRIPTIONS (Continued from Page 1)

Endorsements available upon request.

Workers Compensation - Waiver of Subrogation endorsement when required by written contract. Endorsement Attached.

General Liability, Auto Liability, Umbrella Liability and Workers Compensation 30 Day Notice of Cancellation included when required by written contract. Endorsements available upon request.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CONTRACTORS' COMMERCIAL GENERAL LIABILITY
BROADENED ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Endorsement - Table of Contents:

<u>Coverage:</u>	<u>Begins on Page:</u>
1. Employee Benefit Liability Coverage	2
2. Unintentional Failure to Disclose Hazards	7
3. Damage to Premises Rented to You	8
4. Supplementary Payments	9
5. Medical Payments	9
6. Voluntary Property Damage (Coverage a.) and Care, Custody or Control Liability Coverage (Coverage b.)	9
7. 180 Day Coverage for Newly Formed or Acquired Organizations	10
8. Waiver of Subrogation	10
9. Automatic Additional Insured - Specified Relationships:	10
• Managers or Lessors of Premises;	
• Lessor of Leased Equipment;	
• Vendors;	
• State or Political Subdivisions - Permits Relating to Premises;	
• State or Political Subdivisions - Permits; and	
• Contractors' Operations	
10. Broadened Contractual Liability - Work Within 50' of Railroad Property	14
11. Property Damage to Borrowed Equipment	14
12. Employees as Insureds - Specified Health Care Services:	14
• Nurses;	
• Emergency Medical Technicians; and	
• Paramedics	
13. Broadened Notice of Occurrence	14

B. Limits of Insurance:

The Commercial General Liability Limits of Insurance apply to the insurance provided by this endorsement, except as provided below:

1. Employee Benefit Liability Coverage

Each Employee Limit: \$ 1,000,000
 Aggregate Limit: \$ 3,000,000
 Deductible: \$ 1,000

3. Damage to Premises Rented to You

The lesser of:

- a. The Each Occurrence Limit shown in the Declarations; or
- b. \$500,000 unless otherwise stated \$ _____

4. Supplementary Payments

a. Bail bonds: \$ 1,000
 b. Loss of earnings: \$ 350

5. Medical Payments

Medical Expense Limit: \$ 10,000

6. **Voluntary Property Damage (Coverage a.) and Care, Custody or Control Liability Coverage (Coverage b.)**

Limits of Insurance (Each Occurrence)

Coverage a. \$1,000
 Coverage b. \$5,000 unless otherwise stated \$ _____

Deductibles (Each Occurrence)

Coverage a. \$250
 Coverage b. \$250 unless otherwise stated \$ _____

COVERAGE	PREMIUM BASIS (a) Area (b) Payroll (c) Gross Sales (d) Units (e) Other	RATE (For Limits in Excess of \$5,000)	ADVANCE PREMIUM (For Limits in Excess of \$5,000)
b. Care, Custody or Control			\$
TOTAL ANNUAL PREMIUM			\$

11. **Property Damage to Borrowed Equipment**

Each Occurrence Limit: \$ 10,000
 Deductible: \$ 250

C. **Coverages:**

1. **Employee Benefit Liability Coverage**

a. The following is added to **SECTION I - COVERAGES: Employee Benefit Liability Coverage.**

(1) **Insuring Agreement**

(a) We will pay those sums that the insured becomes legally obligated to pay as damages caused by any act, error or omission of the insured, or of any other person for whose acts the insured is legally liable, to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any claim or "suit" that may result. But:

- 1) The amount we will pay for damages is limited as described in **SECTION III - LIMITS OF INSURANCE**; and
- 2) Our right and duty to defend ends when we

have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

(b) This insurance applies to damages only if the act, error or omission, is negligently committed in the "administration" of your "employee benefit program"; and

- 1) Occurs during the policy period; or
- 2) Occurred prior to the effective date of this endorsement provided:

a) You did not have knowledge of a claim or "suit" on or before the effective date of this endorsement.

You will be deemed to have knowledge of a claim or "suit" when any "authorized representative";

i) Reports all, or any part, of the act, error or omission to us or any other insurer;

ii) Receives a written or verbal demand or claim for damages because of the act, error or omission; and

b) There is no other applicable insurance.

(2) Exclusions

This insurance does not apply to:

(a) Bodily Injury, Property Damage or Personal and Advertising Injury

"Bodily injury", "property damage" or "personal and advertising injury".

(b) Dishonest, Fraudulent, Criminal or Malicious Act

Damages arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any insured, including the willful or reckless violation of any statute.

(c) Failure to Perform a Contract

Damages arising out of failure of performance of contract by any insurer.

(d) Insufficiency of Funds

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program".

(e) Inadequacy of Performance of Investment / Advice Given With Respect to Participation

Any claim based upon:

1) Failure of any investment to perform;

2) Errors in providing information on past per-

formance of investment vehicles; or

3) Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the "employee benefit program".

(f) Workers' Compensation and Similar Laws

Any claim arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

(g) ERISA

Damages for which any insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.

(h) Available Benefits

Any claim for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

(i) Taxes, Fines or Penalties

Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.

(j) Employment-Related Practices

Any liability arising out of any:

(1) Refusal to employ;

(2) Termination of employment;

(3) Coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or other employ-

ment-related practices, acts or omissions; or

- (4) Consequential liability as a result of (1), (2) or (3) above.

This exclusion applies whether the insured may be held liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

(3) Supplementary Payments

SECTION I - COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGES A AND B also apply to this Coverage.

b. Who is an Insured

As respects Employee Benefit Liability Coverage, **SECTION II - WHO IS AN INSURED** is deleted in its entirety and replaced by the following:

- (1) If you are designated in the Declarations as:
- (a) An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - (b) A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds but only with respect to the conduct of your business.
 - (c) A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - (d) An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

- (e) A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

- (2) Each of the following is also an insured:

- (a) Each of your "employees" who is or was authorized to administer your "employee benefit program".
- (b) Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed.
- (c) Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

- (3) Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if no other similar insurance applies to that organization. However, coverage under this provision:

- (a) Is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and
- (b) Does not apply to any act, error or omission that was committed before you acquired or formed the organization.

c. Limits of Insurance

As respects Employee Benefit Liability Coverage, **SECTION III - LIMITS OF INSURANCE** is deleted in its entirety and replaced by the following:

- (1) The Limits of Insurance shown in Section B, **Limits of Insurance, 1. Employee Benefit Liability Coverage** and the rules below fix the most we will pay regardless of the number of:
- (a) Insureds;

- (b) Claims made or "suits" brought;
 - (c) Persons or organizations making claims or bringing "suits";
 - (d) Acts, errors or omissions; or
 - (e) Benefits included in your "employee benefit program".
- (2) The Aggregate Limit shown in Section B. Limits of Insurance, 1. Employee Benefit Liability Coverage of this endorsement is the most we will pay for all damages because of acts, errors or omissions negligently committed in the "administration" of your "employee benefit program".
- (3) Subject to the limit described in (2) above, the Each Employee Limit shown in Section B. Limits of Insurance, 1. Employee Benefit Liability Coverage of this endorsement is the most we will pay for all damages sustained by any one "employee", including damages sustained by such "employee's" dependents and beneficiaries, as a result of:

- (a) An act, error or omission; or
- (b) A series of related acts, errors or omissions, regardless of the amount of time that lapses between such acts, errors or omissions,

negligently committed in the "administration" of your "employee benefit program".

However, the amount paid under this endorsement shall not exceed, and will be subject to the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program".

(4) Deductible Amount

- (a) Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of the deductible amount stated in the Declarations as applicable to Each Employee. The limits of insurance shall not be reduced by the amount of this deductible.

- (b) The deductible amount stated in the Declarations applies to all damages sustained by any one "employee", including such "employee's" dependents and beneficiaries, because of all acts, errors or omissions to which this insurance applies.

- (c) The terms of this insurance, including those with respect to:

- 1) Our right and duty to defend the insured against any "suits" seeking those damages; and
- 2) Your duties, and the duties of any other involved insured, in the event of an act, error or omission, or claim,

apply irrespective of the application of the deductible amount.

- (d) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as we have paid.

d. Additional Conditions

As respects Employee Benefit Liability Coverage, SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

- (1) Item 2. Duties in the Event of Occurrence, Offense, Claim or Suit is deleted in its entirety and replaced by the following:

2. Duties in the Event of an Act, Error or Omission, or Claim or Suit

- a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a claim. To the extent possible, notice should include:
 - (1) What the act, error or omission was and when it occurred; and
 - (2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission.

b. If a claim is made or "suit" is brought against any insured, you must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an act, error or omission to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

(2) Item 5, Other Insurance is deleted in its entirety and replaced by the following:

5. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when c. 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 b. below.

b. Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer 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, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

c. No Coverage

This insurance shall not cover any loss for which the insured is entitled to recovery under any other insurance in force previous to the effective date of this Coverage Part.

e. Additional Definitions

As respects Employee Benefit Liability Coverage, SECTION V - DEFINITIONS is amended as follows:

(1) The following definitions are added:

1. "Administration" means:

a. Providing information to "employees", including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";

b. Interpreting the "employee benefit programs";

c. Handling records in connection with the "employee benefit programs"; or

d. Effecting, continuing or terminating any "employee's" participation

in any benefit included in the "employee benefit program".

However, "administration" does not include:

- a. Handling payroll deductions; or
 - b. The failure to effect or maintain any insurance or adequate limits of coverage of insurance, including but not limited to unemployment insurance, social security benefits, workers' compensation and disability benefits.
2. "Cafeteria plans" means plan authorized by applicable law to allow "employees" to elect to pay for certain benefits with pre-tax dollars.
3. "Employee benefit programs" means a program providing some or all of the following benefits to "employees", whether provided through a "cafeteria plan" or otherwise:
- a. Group life insurance; group accident or health insurance; dental, vision and hearing plans; and flexible spending accounts; provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;
 - b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible under the plan for such benefits;
 - c. Unemployment insurance, social security

benefits, workers' compensation and disability benefits; and

- d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies.

(2) The following definitions are deleted in their entirety and replaced by the following:

21. "Suit" means a civil proceeding in which money damages because of an act, error or omission to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent;
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent; or
- c. An appeal of a civil proceeding.

8. "Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

2. Unintentional Failure to Disclose Hazards

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 7. Representations is hereby amended by the addition of the following:

Based on our dependence upon your representations as to existing hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not reject coverage under this Coverage Part based solely on such failure.

3. **Damage to Premises Rented to You**

- a. The last Subparagraph of Paragraph 2. **SECTION I - COVERAGES, COVERAGE A. - BODILY INJURY AND PROPERTY DAMAGE, 2, LIABILITY Exclusions** is hereby deleted and replaced by the following:

Exclusions c. through q. do not apply to damage by fire, explosion, lightning, smoke or soot to premises while rented to you or temporarily occupied by you with permission of the owner.

- b. The insurance provided under **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** applies to "property damage" arising out of water damage to premises that are both rented to and occupied by you.

- (1) As respects Water Damage Legal Liability, as provided in Paragraph 3.b. above:

The exclusions under **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2, Exclusions**, other than i. **War** and the **Nuclear Energy Liability Exclusion**, are deleted and the following are added:

This insurance does not apply to:

- (a) "Property damage":
- 1) Assumed in any contract; or
 - 2) Loss caused by or resulting from any of the following:
 - a) Wear and tear;
 - b) Rust, corrosion, fungus, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;
 - c) Smog;
 - d) Mechanical breakdown including rupture or bursting caused by centrifugal force;

- e) Settling, cracking, shrinking or expansion; or
- f) Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents or other animals.

- (b) Loss caused directly or indirectly by any of the following:

- 1) Earthquake, volcanic eruption, landslide or any other earth movement;
- 2) Water that backs up or overflows from a sewer, drain or sump;
- 3) Water under the ground surface pressing on, or flowing or seeping through:
 - a) Foundations, walls, floors or paved surfaces;
 - b) Basements, whether paved or not; or
 - c) Doors, windows or other openings.

- (c) Loss caused by or resulting from water that leaks or flows from plumbing, heating, air conditioning, or fire protection systems caused by or resulting from freezing, unless:

- 1) You did your best to maintain heat in the building or structure; or
- 2) You drained the equipment and shut off the water supply if the heat was not maintained.

- (d) Loss to or damage to:

- 1) Plumbing, heating, air conditioning, fire protection systems, or other equipment or appliances; or
- 2) The interior of any building or structure, or to personal property in the building or structure

caused by or resulting from rain, snow, sleet or ice, whether driven by wind or not.

c. Limit of Insurance

The Damage to Premises Rented to You Limit as shown in the Declarations is amended as follows:

(2) Paragraph 6. of SECTION III - LIMITS OF INSURANCE is hereby deleted and replaced by the following:

6. Subject to 5. above, the Damage to Premises Rented to You Limit is the most we will pay under COVERAGE A, BODILY INJURY AND PROPERTY DAMAGE LIABILITY, for damages because of "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of any one "occurrence" to which this insurance applies.

(3) The amount we will pay is limited as described in Section B, Limits of Insurance, 3. Damage to Premises Rented to You of this endorsement.

4. Supplementary Payments

Under SECTION I - COVERAGE, SUPPLEMENTARY PAYMENTS - COVERAGES A AND B:

a. Paragraph 2. is replaced by the following:

Up to the limit shown in Section B, Limits of Insurance, 4.a. Bail Bonds of this endorsement 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.

b. Paragraph 4. is replaced by the following:

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 the limit shown in Section B, Limits of Insurance, 4.b, Loss of Earnings of this endorsement per day because of time off from work.

5. Medical Payments

The Medical Expense Limit of Any One Person as stated in the Declarations is amended to the limit shown in Section B, Limits of Insurance, 5. Medical Payments of this endorsement.

6. Voluntary Property Damage and Care, Custody or Control Liability Coverage

a. Voluntary Property Damage Coverage

We will pay for "property damage" to property of others arising out of operations incidental to the insured's business when:

- (1) Damage is caused by the insured; or
- (2) Damage occurs while in the insured's possession.

With your consent, we will make these payments regardless of fault.

b. Care, Custody or Control Liability Coverage

SECTION I - COVERAGES, COVERAGE A, BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2, Exclusions,], Damage to Property, Subparagraphs (3), (4) and (5) do not apply to "property damage" to the property of others described therein.

With respect to the insurance provided by this section of the endorsement, the following additional provisions apply:

a. The Limits of Insurance shown in the Declarations are replaced by the limits designated in Section B, Limits of Insurance, 6. Voluntary Property Damage and Care, Custody or Control Liability Coverage of this endorsement with respect to coverage provided by this endorsement. These limits are inclusive of and not in addition to the limits being replaced. The Limits of Insurance shown in Section B, Limits of Insurance, 6. Voluntary Property Damage and Care, Custody or Control Liability Coverage of this endorsement fix the most we will pay in any one "occurrence" regardless of the number of:

- (1) Insureds;
- (2) Claims made or "suits" brought; or
- (3) Persons or organizations making claims or bringing "suits".

b. Deductible Clause

- (1) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the deductible amount stated in Section B, Limits of Insurance, 6. Voluntary Property Damage and Care, Custody or Control Liability Coverage of this endorsement. The limits of insurance will not be reduced by the application of such deductible amount.
- (2) Condition 2, Duties in the Event of Occurrence, Offense, Claim or Suit, applies to each claim or "suit" irrespective of the amount.
- (3) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

7. 180 Day Coverage for Newly Formed or Acquired Organizations

SECTION II - WHO IS AN INSURED is amended as follows:

Subparagraph a. of Paragraph 4. is hereby deleted and replaced by the following:

- a. Insurance 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;

8. Waiver of Subrogation

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 9. Transfer of Rights of Recovery Against Others to Us is hereby amended by the addition of the following:

We waive any right of recovery we may have because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a written contract requiring such waiver with that person or organization and included in the "products-completed operations hazard". However, our rights may only be waived prior to the "occurrence" giving rise to the injury or damage for which we make payment under this Coverage Part. The insured must do nothing after a loss to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce those rights.

9. Automatic Additional Insured - Specified Relationships

a. The following is hereby added to SECTION II - WHO IS AN INSURED:

- (1) Any person or organization described in Paragraph 9.a.(2) below (hereinafter referred to as additional insured) whom you are required to add as an additional insured under this Coverage Part by reason of:

(a) A written contract or agreement; or

(b) An oral agreement or contract where a certificate of insurance showing that person or organization as an additional insured has been issued.

is an insured, provided:

(a) The written or oral contract or agreement is:

1) Currently in effect or becomes effective during the policy period; and

2) Executed prior to an "occurrence" or offense to which this insurance would apply; and

(b) They are not specifically named as an additional insured under any other provision of, or endorsement added to, this Coverage Part.

(2) Only the following persons or organizations are additional insureds under this endorsement, and insurance coverage provided to such additional insureds is limited as provided herein:

(a) The manager or lessor of a premises leased to you with whom you have agreed per Paragraph 9.a.(1) above to provide insurance, but only with respect to liability arising out of the ownership, maintenance or use of that part of a premises leased to you, subject to the following additional exclusions:

This Insurance does not apply to:

1) Any "occurrence" which takes place after

you cease to be a tenant in that premises.

- 2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.
- (b) Any person or organization from which you lease equipment with whom you have agreed per Paragraph 9.a.(1) above to provide insurance. Such person(s) or organization(s) are insureds solely with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person(s) or organizations(s). However, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.
- (c) Any person or organization (referred to below as vendor) with whom you have agreed per Paragraph 9.a.(1) above to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:
- 1) The insurance afforded the vendor does not apply to:
 - a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - b) Any express warranty unauthorized by you;
 - c) Any physical or chemical change in the product made intentionally by the vendor;
 - d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.
- 2) This insurance does not apply to any insured person or organization:
- a) From whom you have acquired such products, or any ingredient, part or container, entering into, ac-

- companying or containing such products; or
- b) When liability included within the "products-completed operations hazard" has been excluded under this Coverage Part with respect to such products.
- (d) Any state or political subdivision with which you have agreed per Paragraph 9.a.(1) above to provide insurance, subject to the following additional provision:
- This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with premises you own, rent or control and to which this insurance applies:
- 1) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - 2) The construction, erection, or removal of elevators; or
 - 3) The ownership, maintenance, or use of any elevators covered by this insurance.
- (e) Any state or political subdivision with which you have agreed per Paragraph 9.a.(1) above to provide insurance, subject to the following provisions:
- 1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
- 2) This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or political subdivision.
- (f) Any person or organization with which you have agreed per Paragraph 9.a.(1) above to provide insurance, but only with respect to liability arising out of "your work" performed for that additional insured by you or on your behalf. A person or organization's status as an insured under this provision of this endorsement continues for only the period of time required by the written contract or agreement, but in no event beyond the expiration date of this Coverage Part. If there is no written contract or agreement, or if no period of time is required by the written contract or agreement, a person or organization's status as an insured under this endorsement ends when your operations for that insured are completed.
- (3) Any insurance provided to an additional insured designated under Paragraph 9.a.(2).
- (a) Subparagraphs (e) and (f) does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard";
 - (b) Subparagraphs (a), (b), (d), (e) and (f) does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence or willful misconduct of the additional insured or their agents, "employees" or any other representative of the additional insured; or
 - (c) Subparagraph (f) does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of:
 - 1) Defects in design furnished by or on behalf

of the additional insured; or

- 2) The rendering of, or failure to render, any professional architectural, engineering or surveying services, including:

- a) The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
- b) Supervisory, inspection, architectural or engineering activities.

- 3) "Your work" for which a consolidated (wrap-up) insurance program has been provided by the primecontractor-project manager or owner of the construction project in which you are involved.

- b. Only with regard to insurance provided to an additional insured designated under Paragraph 9.a.(2) Subparagraph (f) above, **SECTION III - LIMITS OF INSURANCE** is amended to include:

The limits applicable to the additional insured are those specified in the written contract or agreement or in the Declarations of this Coverage Part, whichever are less. If no limits are specified in the written contract or agreement, or if there is no written contract or agreement, the limits applicable to the additional insured are those specified in the Declarations of this Coverage Part. The limits of insurance are inclusive of and not in addition to the limits of insurance shown in the Declarations.

- c. **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is hereby amended as follows:

(1) Condition 5, Other Insurance is amended to include:

- (a) Where required by a written contract or agreement, this insurance is primary and / or noncontributory as re-**

spects any other insurance policy issued to the additional insured, and such other insurance policy shall be excess and / or noncontributing, whichever applies, with this insurance.

- (b) Any insurance provided by this endorsement shall be primary to other insurance available to the additional insured except:

- 1) As otherwise provided in **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 5. Other Insurance, b. Excess Insurance**; or

- 2) For any other valid and collectible insurance available to the additional insured as an additional insured by attachment of an endorsement to another insurance policy that is written on an excess basis. In such case, the coverage provided under this endorsement shall also be excess.

- (2) **Condition 11, Conformance to Specific Written Contract or Agreement** is hereby added:

11. Conformance to Specific Written Contract or Agreement

With respect to additional insureds described in Paragraph 9.a.(2)(f) above only:

If a written contract or agreement between you and the additional insured specifies that coverage for the additional insured:

- a. Be provided by the Insurance Services Office additional insured form number CG 20 10 or CG 20 37 (where edition specified); or
- b. Include coverage for completed operations; or
- c. Include coverage for "your work";

and where the limits or coverage provided to the addi-

tional insured is more restrictive than was specifically required in that written contract or agreement, the terms of Paragraphs 9.a.(3)(a), 9.a.(3)(b) or 9.b. above, or any combination thereof, shall be interpreted as providing the limits or coverage required by the terms of the written contract or agreement, but only to the extent that such limits or coverage is included within the terms of the Coverage Part to which this endorsement is attached. If, however, the written contract or agreement specifies the Insurance Services Office additional insured form number CG 20 10 but does not specify which edition, or specifies an edition that does not exist, Paragraphs 9.a.(3)(a) and 9.a.(3)(b) of this endorsement shall not apply and Paragraph 9.b. of this endorsement shall apply.

10. Broadened Contractual Liability - Work Within 50' of Railroad Property

It is hereby agreed that Paragraph f.(1) of Definition 12. "Insured contract" (SECTION V - DEFINITIONS) is deleted.

11. Property Damage to Borrowed Equipment

- a. The following is hereby added to Exclusion j. **Damage to Property of Paragraph 2., Exclusions of SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

Paragraphs (3) and (4) of this exclusion do not apply to tools or equipment loaned to you, provided they are not being used to perform operations at the time of loss.

- b. With respect to the insurance provided by this section of the endorsement, the following additional provisions apply:

(1) The Limits of insurance shown in the Declarations are replaced by the limits designated in Section B. **Limits of Insurance**, 11. of this endorsement with respect to coverage provided by this endorsement. These limits are inclusive of and not in addition to the limits being replaced. The Limits of Insurance shown in Section B. **Limits of Insurance**,

11. of this endorsement fix the most we will pay in any one "occurrence" regardless of the number of:

- (a) Insureds;
- (b) Claims made or "suits" brought; or
- (c) Persons or organizations making claims or bring "suits".

(2) Deductible Clause

(a) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the Deductible amount stated in Section B. **Limits of Insurance**, 11. of this endorsement. The limits of insurance will not be reduced by the application of such Deductible amount.

(b) Condition 2. **Duties in the Event of Occurrence, Offense, Claim or Suit**, applies to each claim or "suit" irrespective of the amount.

(c) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

12. Employees as Insureds - Specified Health Care Services

It is hereby agreed that Paragraph 2.a.(1)(d) of SECTION II - **WHO IS AN INSURED**, does not apply to your "employees" who provide professional health care services on your behalf as duly licensed:

- a. Nurses;
- b. Emergency Medical Technicians; or
- c. Paramedics,

in the jurisdiction where an "occurrence" or offense to which this insurance applies takes place.

13. Broadened Notice of Occurrence

Paragraph a. of Condition 2. **Duties in the Event of Occurrence, Offense, Claim or Suit (SECTION IV - COMMERCIAL GENERAL LIABILITY CONDI-**

TIONS) is hereby deleted and replaced by the following:

a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

(1) How, when and where the "occurrence" or offense took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

This requirement applies only when the "occurrence" or offense is known to an "authorized representative".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED BY CONTRACT

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM**

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 8/28/16	Policy Number: EBA0347687
Named Insured: Randal's Tower Tech, Inc.	
Countersigned by:	

(Authorized Representative)

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured is amended to include as an Insured any person or organization with which you have agreed in a valid written contract to provide insurance as is afforded by this policy.

This provision is limited to the scope of the valid written contract.

This provision does not apply unless the valid written contract has been executed prior to the "bodily injury" or "property damage".

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF SUBROGATION - AUTO

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 8/28/16	Policy Number: EBA0347687
Named Insured: Randal's Tower Tech, Inc.	
Countersigned by:	

(Authorized Representative)

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

1. Blanket Waiver of Subrogation

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights of Recovery Against Others to Us is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because

of payments we make for "bodily injury" or "property damage" arising out of the operation of a covered "auto" when you have assumed liability for such "bodily injury" or "property damage" under an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the "insured contract".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 8/28/16	Policy Number: EBA0347687
Named Insured: Randal's Tower Tech, Inc.	
Countersigned by:	

(Authorized Representative)

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

1. Noncontributory Insurance

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance is replaced by the following:

- c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Liability Coverage is primary and we will not seek contribution from any other insurance for any liability assumed under an "insured contract" that requires liability to be assumed on a primary noncontributory basis.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AUTOMATIC NON-CONTRIBUTORY COVERAGE
ENDORSEMENT - WHERE REQUIRED BY WRITTEN CONTRACT**

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

SCHEDULE

<p>LIMITS OF INSURANCE:</p> <p>\$ 3,000,000 Each Occurrence Limit</p> <p>\$ 3,000,000 Aggregate Limit</p>	
--	--

COMMERCIAL UMBRELLA LIABILITY COVERAGE FORM, US 101 and US 101 UM, is amended as follows:

A. SECTION III - LIMITS OF INSURANCE is amended to add the following:

- 7. For the purposes of this endorsement only, the Limits of Insurance stated in the Schedule of this endorsement and described below will apply on a "non-contributory basis" within the parameters set forth in **SECTION III - LIMITS OF INSURANCE** of the Coverage Part to which this endorsement is attached:

We will not pay more on behalf of a "non-contributory additional insured" than the lesser of:

- a. The Limits of Insurance stated in the Schedule of this endorsement; or
- b. The limits of insurance required in a written contract on a "non-contributory basis" for such "non-contributory additional insured", but only to the extent the required limits of insurance are in excess of the "underlying insurance"; or
- c. The Limits of Insurance available after the payment of "ultimate net loss" on any insured's behalf from any claim or "suit".

This provision is included within and does not act to increase the Limits of Insurance stated in the Declarations.

B. SECTION IV - CONDITIONS is amended as follows:

- 1. Condition **9. Other Insurance** is amended to add the following:

It is agreed that this condition does not apply to the "non-contributory additional insured's" own insurance program.

This exception to the Other Insurance Condition shall only apply if the applicable "underlying insurance" applies on a "non-contributory basis" for such "non-contributory additional insured" and only to the extent of the specific limits of insurance required in a written contract on a "non-contributory basis" that is in excess of the "underlying insurance".

- 2. The following condition is added:

15. As a precedent to the receipt of insurance coverage hereunder, the "non-contributory additional insured" must give written notice of such claim or "suit", including a demand for defense and indemnity, to any other insurer who had coverage for the claim or "suit" under its policies. Such notice must demand the full coverage available and the "non-contributory additional insured" shall not waive or limit such other available coverage.

This condition does not apply to the "non-contributory additional insured's" own insurance program.

C. SECTION IV - DEFINITIONS is amended to add the following:

- 30. "Non-contributory additional insured" means any person or organization:

- a. Qualifying as an additional insured under **SECTION II - WHO IS AN INSURED**, Paragraph 3, of the Coverage Part to which this endorsement is attached; and
- b. Being granted additional insured status on a "non-contributory basis" in the "underlying insurance" as re-

quired in a written contract between the additional insured and a Named Insured provided:

- (1) The written contract would qualify as an "insured contract" under the Coverage Part to which this endorsement is attached; and
- (2) The written contract is executed before the "occurrence" resulting in "bodily injury", "personal and advertising injury" or "property damage" for which coverage is being sought under this endorsement; and

- (3) The written contract requires a specific limit of insurance on a "non-contributory basis" that is in excess of "underlying insurance".

31. "Non-contributory basis" means that the limits of insurance of the Coverage Part to which this endorsement is attached apply to insured loss on behalf of the "non-contributory additional insured" prior to limits of insurance from other insurance in which the "non-contributory additional insured" is a named insured.



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
- (X) 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 2.00 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 INCLUDED, SEE INFORMATION PAGE.

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 6/3/2016 at 12:01 A.M. standard time, forms a part of

Policy No. 0001079233 of the Texas Mutual Insurance Company

Issued to RANDAL 'S TOWER TECH INC

Premium \$

NCCI Carrier Code 29939

Endorsement No.

Authorized Representative

WC420304B (ED. 6-01-2014)

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4545 Tower
maint.

RANDAL'S TOWER TECH, INC.

P. O. Box 513
Little River, TX 76554

Estimate

Date	Estimate No.
11/13/2016	1673

Name/Address

Catherine Roberts
Williamson County
508 Holly St.
Georgetown, TX 78626

PO Number	Payment Method	Job
	Net 30	Red Only Light Sys

Description	Qty	Rate	Total
Remove and install lighting system at Granger (402' GT)		4,250.00	4,250.00T
Supply Night only Red LED lighting system with side markers		16,437.50	16,437.50T
Deduct \$1000.00 if you can eliminate the side markers			
Out-of-state sale, exempt from sales tax		0.00%	0.00
Total			\$20,687.50

Commissioners Court - Regular Session

38.

Meeting Date: 01/24/2017

Roof Improvements to Justice Center and Sheriff's Office RFP1701-135

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 and receive proposals from contractors for roof improvements for the Williamson County Justice Center Courthouse Annex and Jail/Sheriff's Office under RFP 1701-135.

Background

The roofing at both the Justice Center, Court Annex and Sheriff's Office/Jail facilities are in need of reconstruction. Specifications were obtained for the needed repairs by Jim Whitten Roof Consultants; therefore, the repairs are now ready to be completed. This RFP 1701-135 is to secure the services of a qualified roofing contractor to complete the reconstruction and improvements needed.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

[Bid Packet RFP 1701-135](#)

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Teri Jeffries

Final Approval Date: 01/19/2017

Reviewed By

Wendy Coco

Date

01/19/2017 08:39 AM

Started On: 01/18/2017 08:28 AM

Solicitation 1701-135

Roof reconstruction/improvements for Justice Center and Sheriff's Office

Bid Designation: Public



Williamson County, Texas

Bid 1701-135**Roof reconstruction/improvements for Justice Center and Sheriff's Office**

Bid Number	1701-135
Bid Title	Roof reconstruction/improvements for Justice Center and Sheriff's Office
Bid Start Date	In Held
Bid End Date	Feb 14, 2017 11:00:00 AM CST
Question & Answer End Date	Feb 9, 2017 2:00:00 PM CST
Bid Contact	Teri Jeffries Senior Purchasing Specialist 512-943-1553 Teri.jeffries@wilco.org
Contract Duration	90 days
Contract Renewal	Not Applicable
Prices Good for	180 days
Pre-Bid Conference	Feb 2, 2017 10:00:00 AM CST Attendance is mandatory Location: Williamson County Road and Bridge Facility, located at 3151 S.E. Innerloop, Georgetown, TX
Bid Comments	<p>This project is for roof improvements to the Williamson County Justice Center, Courthouse Annex, located at 405 Martin Luther King Street, and the Williamson County Jail and Sheriff's Office , located at 508 Rock Street, Georgetown, Texas, per the specifications provided by Jim Whitten Roof consultants, LLC, and all requirements incorporated into this request for proposals.</p> <p><u>Summary of Work and Requirements</u> Williamson County seeks qualified roofing contractors to complete the roof improvements to the JUSTICE CENTER COURTHOUSE ANNEX, located at 405 MARTIN LUTHER KING STREET and the JAIL/SHERIFF'S OFFICE, located at 508 ROCK ST, GEORGETOWN, TEXAS.</p> <p>The existing roof assemblies are gravel surfaced, insulated asphalt, multi-ply built-up roofing (BUR). A general summary of the roof improvement scope of work, in part, consists of: Removal and disposal of loose gravel from the multi-ply built-up roof membrane Replace needed insulation materials, Install retrofit roof drains; Additional rigid board insulation to obtain a total LTRR Value of 20; Furnish and install fully adhered 60 mil TPO Membrane System and associated flashings, UL Class A fire-rated that meets the applicable Codes of the City of Georgetown TX and qualifies for the Manufacturer's Twenty Year NDL Guarantee. Furnish and install new 24 gauge pre-finished metal flashings and counter-flashings The Jail and Sheriff's Office located at 508 Rock Street will include selected exterior wall sealant joint and caulking work, and the re-certification of the lightning arrestor system.</p> <p>NOTE: The work to be performed shall fully comply with all the specifications and requirements provided by Jim Whitten Roof Consultants, and as directed by the County.</p> <p><u>REQUIRED QUALIFICATIONS OF RESPONDENTS</u> Respondent must be currently approved and certified by the manufacturer of the roofing materials to be</p>

used.

Only skilled roofers that are completely familiar with the products and manufacturer's current recommended methods of installation will be considered. Respondent must include qualifications of the roofers that will install the products.

Respondent shall provide letters from a minimum of three major roofing materials manufacturers stating that your company has been an approved or certified applicator for a minimum of five (5) years, and that your company is approved to install those manufacturer's products with a 20 twenty year, no dollar limit, (NDL) Warranty and Guarantee.

Respondent shall provide a sample manufacturer's twenty year no dollar limit (NDL) Warranty Guarantee. Respondent must submit a list of a minimum of three (3) projects there respondent completed within the last 10 years that are of similar size, scope and value. List shall include a description of the project, location of the project, contact information of the Owner, Architect/Roof Consultant, and General Contractor if applicable. Evidence of Respondent's qualifications to do business in the State of Texas and the County of Williamson, or covenant to obtain such qualification prior to award of the contract.

Respondent shall submit with its proposal a letter from Respondent's bond company registered to issue bonds in the State of Texas, stating the ability of the Respondent to obtain a Performance and Payment Bond for the Project.

Respondent shall submit a statement that it can and will commence work on the project, within 5 days of the Work Authorization and or Notice to Proceed. Respondent shall also provide information that it can and will continue to daily performance the work until fully completed.

Preferred Qualifications

Contractor shall maintain a permanent office and operate and/or own full-service sheet metal shop within a 60 mile radius of the job.

Evaluation of respondents shall be determined upon the following:

In order to be considered for this project, the respondent must fully comply and satisfy all requirements.

Only those qualified respondents that meet all the requirements will be considered,

The respondents that also have the preferred qualification will have a preference, and

The qualified respondent with the lowest pricing that provides the County with the best overall value will be selected.

Contract negotiations may also be a part of the selection process.

Item Response Form

Item 1701-135--01-01 - Please add all documents and required items to this line item.

Quantity 1 each

Unit Price

Delivery Location **Williamson County, Texas**

Purchasing Department

901 S. Austin Avenue

Georgetown TX 78626

Qty 1

Description

Please attach all documents and items required to submit your proposal to this line item.



PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION

WILLIAMSON COUNTY PURCHASING DEPARTMENT SOLICIATION 1701-135

Roof reconstruction/improvements for Justice Center and Sheriff's
Office

**PROPOSALS MUST BE RECEIVED ON OR BEFORE:
Feb 14, 2017 11:00:00 AM CST**

**PROPOSAL WILL BE PUBLICLY OPENED:
Feb 14, 2017 11:00:00 AM 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.



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 the 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 the 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 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, statutes, ordinances, rules, regulations, orders, and decrees above specified.

4.24 INCORPORATION OF EXHIBITS, APPENDICES AND ATTACHMENTS

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

4.25 NO WAIVER OF IMMUNITIES

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

4.26 NO WAIVER

The failure or delay of any party to enforce at any time or any period of time any of the provisions of this 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 the 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 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 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. If the contractor or Subcontractor and affected worker do not agree before the fifteenth (15th) calendar day after the County determination, the contractor or subcontractor and affected worker must participate in binding arbitration in accordance with the Texas General Arbitration Act, Chapter 171, (Texas Civil Practice and Remedies Code). The parties to the arbitration have ten (10) calendar days after the expiration of the fifteen (15) calendar days referred to above, to agree on an arbitrator; if by the eleventh (11th) calendar day there is no agreement to an arbitrator, a district court shall appoint an arbitrator on the petition of any of the parties to the arbitration.

If an arbitrator determines that a violation has occurred, the arbitrator shall assess and award against the contractor or subcontractor the amount of penalty as provided above and the amount owed the worker. The County may use any amounts retained hereunder to pay the worker the amount as designated in the

arbitration award. If the County has not retained enough from the contractor or subcontractor to pay the worker in accordance with the arbitration award, the worker has a right of action against the contractor and subcontractor as appropriate, and the surety of either to receive the amount owed, attorneys' fees and court costs. The contractor shall promptly furnish a copy of the arbitration award to the County.

Money retained pursuant to the provisions above shall be used to pay the claimant or claimants the difference between the amount the worker received in wages for labor on the project at the rate paid by the contractor or subcontractor and the amount the worker would have received at the general prevailing wage rate as provided by the agreement of the claimant and the contractor or subcontractor affected, or in the arbitrator's award. The full statutory penalty of sixty dollars (\$60.00) per calendar day of violation per worker shall be retained by Williamson County to offset its administrative costs, pursuant to Texas Government Code, Section, 2258.023. Any retained funds in excess of these amounts shall be paid to the contractor on the earlier of the next progress payment or final payment. Provided, however, that the County shall have no duty to release any funds to either the claimant or the contractor until it has received the notices of agreement or the arbitration award as provided under the provision herein-above.

4.43 CONFIDENTIALITY

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.

RFP 1701-135

**ROOF IMPROVEMENTS for WILLIAMSON COUNTY
JUSTICE CENTER COURTHOUSE ANNEX, 405 MARTIN LUTHER KING STREET and
WICO JAIL/SHERIFF’S OFFICE, 508 ROCK ST
GEORGETOWN, TEXAS**

Summary of Work and Requirements

Williamson County seeks qualified roofing contractors to complete the roof improvements to the JUSTICE CENTER COURTHOUSE ANNEX, located at 405 MARTIN LUTHER KING STREET and the JAIL/SHERIFF’S OFFICE, located at 508 ROCK ST, GEORGETOWN, TEXAS.

The existing roof assemblies are gravel surfaced, insulated asphalt, multi-ply built-up roofing (BUR).

A general summary of the roof improvement scope of work, in part, consists of:

- 1. Removal and disposal of loose gravel from the multi-ply built-up roof membrane**
- 2. Replace needed insulation materials,**
- 3. Install retrofit roof drains;**
- 4. Additional rigid board insulation to obtain a total LTTR Value of 20;**
- 5. Furnish and install fully adhered 60 mil TPO Membrane System and associated flashings, UL Class A fire-rated that meets the applicable Codes of the City of Georgetown TX and qualifies for the Manufacturer’s Twenty Year NDL Guarantee.**
- 6. Furnish and install new 24 gauge pre-finished metal flashings and counter-flashings**

The Jail and Sheriff’s Office located at 508 Rock Street will include selected exterior wall sealant joint and caulking work, and the re-certification of the lightning arrestor system.

NOTE: The work to be performed shall fully comply with all the specifications and requirements provided by Jim Whitten Roof Consultants, and as directed by the County.

.....

REQUIRED QUALIFICATIONS OF RESPONDENTS

1. Respondent must be currently approved and certified by the manufacturer of the roofing materials to be used.
2. Only skilled roofers that are completely familiar with the products and manufacturer's current recommended methods of installation will be considered. Respondent must include qualifications of the roofers that will install the products.
3. Respondent shall provide letters from a minimum of three major roofing materials manufacturers stating that your company has been an approved or certified applicator for a minimum of five (5) years, and that your company is approved to install those manufacturer's products with a 20 twenty year, no dollar limit, (NDL) Warranty and Guarantee.
4. Respondent shall provide a sample manufacturer's twenty year no dollar limit (NDL) Warranty Guarantee.
5. Respondent must submit a list of a minimum of three (3) projects there respondent completed within the last 10 years that are of similar size, scope and value. List shall include a description of the project, location of the project, contact information of the Owner, Architect/Roof Consultant, and General Contractor if applicable.
6. Evidence of Respondent's qualifications to do business in the State of Texas and the County of Williamson, or covenant to obtain such qualification prior to award of the contract.
7. Respondent shall submit with its proposal a letter from Respondent's bond company registered to issue bonds in the State of Texas, stating the ability of the Respondent to obtain a Performance and Payment Bond for the Project.
8. Respondent shall submit a statement that it can and will commence work on the project, within 5 days of the Work Authorization and or Notice to Proceed. Respondent shall also provide information that it can and will continue to daily performance the work until fully completed.

Preferred Qualifications

1. Contractor shall maintain a permanent office and operate and/or own full-service sheet metal shop within a 60 mile radius of the job.

Evaluation of respondents shall be determined upon the following:

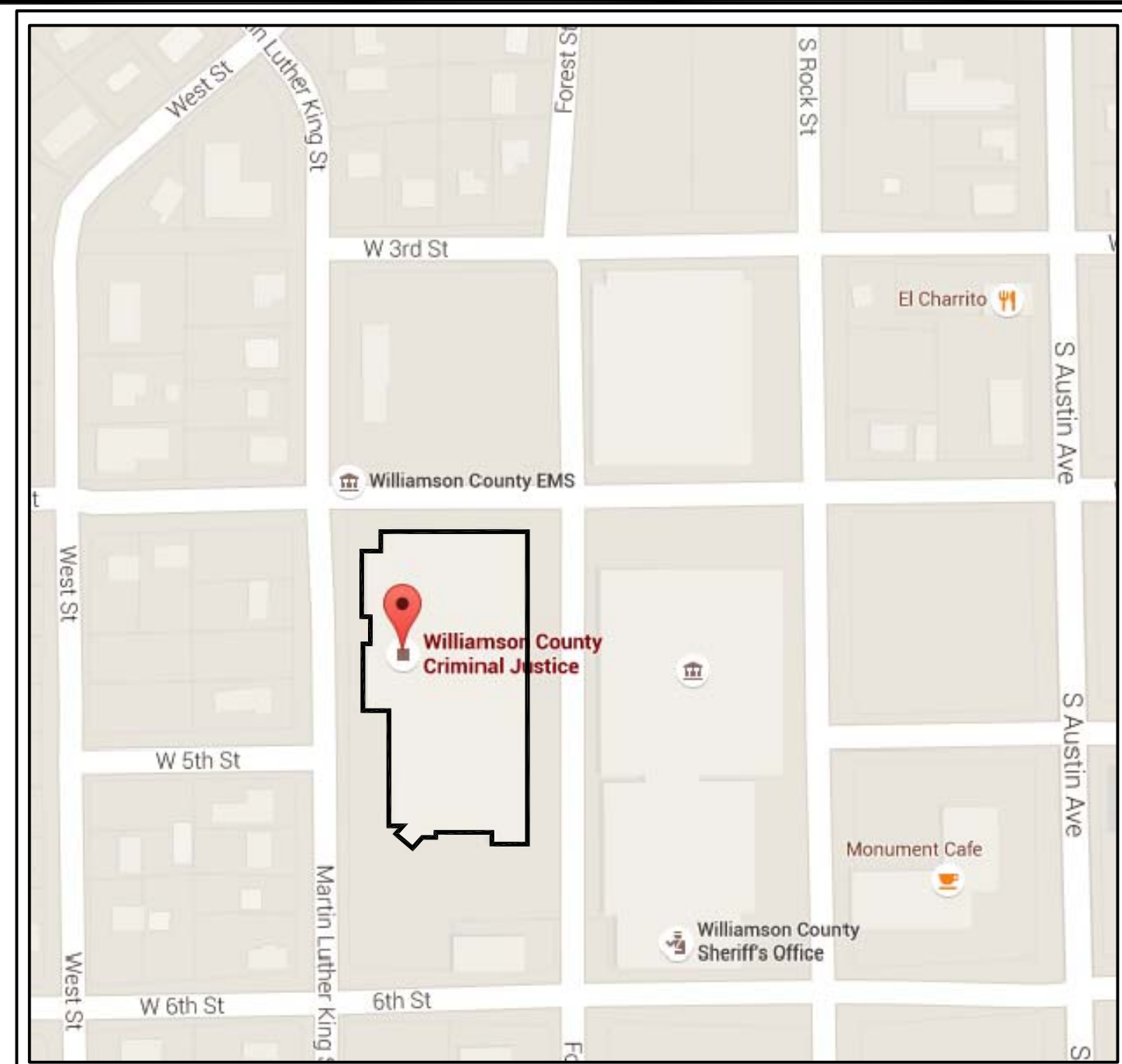
In order to be considered for this project, the respondent must fully comply and satisfy all requirements.

1. **Only those qualified respondents that meet all the requirements will be considered,**
2. **The respondents that also have the preferred qualification will have a preference, and**
3. **The qualified respondent with the lowest pricing that provides the County with the best overall value will be selected.**
4. **Contract negotiations may also be a part of the selection process.**

ROOF IMPROVEMENTS-2016

WILLIAMSON COUNTY JUSTICE CENTER COURTHOUSE ANNEX

405 MARTIN LUTHER KING STREET
GEORGETOWN, TEXAS 78726



VICINITY MAP

Source: Google Maps (No Scale)



AERIAL PHOTO

Source: Google Earth Pro (No Scale)

INDEX OF DRAWINGS

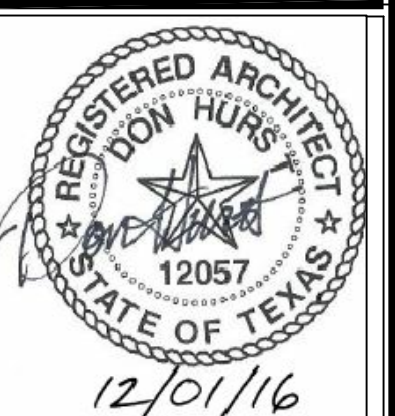
R-0.0	COVER
R-1.0	GENERAL NOTES AND SCOPE OF WORK
R-2.0	ROOF PLAN
R-3.0	ROOF DETAILS
R-3.1	ROOF DETAILS

JIM WHITTEN ROOF +
CONSULTANTS, LLC

TEJAS DESIGN,
LLC
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ROOF IMPROVEMENTS - 2016
WILLIAMSON COUNTY JUSTICE CENTER COURTHOUSE ANNEX
405 Martin Luther King Street
GEORGETOWN, TEXAS 78626

REVISIONS



DATE 12/01/16
SCALE AS SHOWN
SHEET NO.

R-0.0

GENERAL NOTES

1. READ THE PROJECT MANUAL.
2. VERIFY ALL DIMENSIONS AND COORDINATE ALL DRAWINGS WITH ACTUAL FIELD CONDITIONS PRIOR TO BIDDING ON THE PROJECT. NOTIFY ROOF CONSULTANT OF ANY DISCREPANCIES PRIOR TO BIDDING.
3. COMPLY WITH THE CURRENT EDITION OF THE APPLICABLE BUILDING, PLUMBING, ELECTRIC OR FIRE CODES, OR OTHER LOCAL APPLICABLE CODE, WHICHEVER IS THE MORE STRINGENT.
4. FASTENING OR ATTACHMENT OF WOOD BLOCKING, NAILERS, STEEL ANGLES, DECKING AND SHEET METAL SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS FOR THE LATEST EDITION OF FACTORY MUTUAL BULLETIN 1-49.
5. ALL WOOD BLOCKING AND LUMBER SHALL BE KILN-DRIED AFTER TREATMENT (KDAT) AND SHALL BE SCREWED TO ANCHORING SUBSTRATE. STAGGER JOINTS WHEN STACKING LUMBER IN MULTIPLE LAYERS.
6. INSTALL A 1/2" PER FOOT MINIMUM BEVELED OR SLOPED KDAT WOOD SURFACE TO THE TOP OF COPINGS AND EXPANSION JOINTS FOR DRAINAGE. SLOPE THE TOP OF THE COPING TOWARDS THE ROOF SIDE OF THE BUILDING.
7. USE HOT DIPPED GALVANIZED FASTENERS FOR TREATED LUMBER, UNLESS SPECIFIED OTHERWISE.
8. FURNISH AND INSTALL PLYWOOD IN ACCORDANCE WITH THE AMERICAN PLYWOOD ASSOCIATION.
9. SHEET METAL WORK SHALL COMPLY WITH SMACNA.
10. PROVIDE CONTINUOUS 22 GA. GALVANIZED STEEL CLEATS WITH FASTENERS SPACED 8" O.C. AT ALL SHEET METAL GRAVEL GUARD, FASCIA AND COPING. FOR METALS OTHER THAN GALVANIZED STEEL, INSTALL CONTINUOUS CLEAT ONE GAUGE HEAVIER THAN SHEET METAL COMPONENT BEING ATTACHED. STAGGER CLEAT JOINTS FROM JOINTS OF ATTACHED COMPONENTS.
11. PROVIDE BACK-UP PLATES AND COVER PLATES AT ALL GRAVEL GUARD/FASCIA JOINTS.
12. PROVIDE CONTINUOUS WATERPROOFING MEMBRANE BETWEEN SHEET METAL AND TREATED LUMBER.
13. HEM ALL EXPOSED SHEET METAL EDGES A MINIMUM OF 1/2".
14. PROVIDE SHEET METAL COMPONENT CORNERS, INTERSECTIONS, AND TERMINATIONS WITH JOINTS SPACED A MINIMUM OF 18" IN EITHER DIRECTION.
15. SOLDER ALL VERTICAL GALVANIZED STEEL SHEET METAL JOINTS, EXCEPT FOR PRE-FINISHED GALVANIZED STEEL. POP-RIVET AND SEAL ALL VERTICAL JOINTS OF PRE-FINISHED GALVANIZED STEEL.
16. DO NOT INSTALL WATER DISCHARGE POINTS OVER DOORS, WINDOWS OR SIDEWALKS. IF THE DRAWINGS CONFLICT WITH THE ABOVE REQUIREMENT, CONTRACTOR IS RESPONSIBLE FOR NOTIFYING ROOF CONSULTANT FOR DIRECTION PRIOR TO INSTALLING.
17. PROVIDE TAPERED CRICKETS ON THE UP-SLOPE SIDE OF ALL CURBS WIDER THAN 18" PERPENDICULAR TO THE ROOF SLOPE DIRECTION.
18. MINIMUM INSULATION THICKNESS IS 1.5", UNLESS OTHERWISE SPECIFIED OR SHOWN IN DRAWINGS.
19. PROVIDE A MINIMUM BASE FLASHING HEIGHT OF 8" ABOVE THE PLANE OF THE FINISHED ROOF FOR ALL CURBS. CONTRACTOR IS RESPONSIBLE FOR VERIFYING IF GREATER THAN 8" BASE FLASHING HEIGHT IS SPECIFIED OR SHOWN IN DRAWINGS.
20. PROVIDE TWO-PIECE COUNTERFLASHING AND RECEIVER FOR ALL ROOFTOP EQUIPMENT CURBS.
21. PROVIDE WOOD BLOCKING BENEATH ALL EMBEDDED METAL FLASHINGS. WOOD BLOCKING SHALL EXTEND A MINIMUM OF 1-1/2" PAST THE METAL FLANGE OF THE FLASHING.

GENERAL NOTES FOR MECHANICAL ROOF PENETRATIONS:

1. INSTALL MECHANICAL EQUIPMENT OR ACCESSORY CURBS TO BEAR ON STRUCTURAL ROOF DECK. ALL ROOFTOP MEP EQUIPMENT SHALL BE SUPPORTED BY KDAT WOOD CURBS WITH MINIMUM 8" BASE FLASHING HEIGHT.
2. INSTALL MECHANICAL EQUIPMENT CURB BASE FLASHING AND SHEET METAL COUNTERFLASHING PRIOR TO SETTING EQUIPMENT ON CURB. PROVIDE MINIMUM 1" CLEARANCE BETWEEN OUTSIDE SURFACE OF CURB AND INSIDE SURFACE OF EQUIPMENT FLANGE. DO NOT INSTALL EQUIPMENT PRIOR TO OBSERVATION AND ACCEPTANCE BY ROOF CONSULTANT.
3. SCOPE OF WORK FOR RAISING MECHANICAL EQUIPMENT CURBS TO SPECIFIED HEIGHTS INCLUDES MODIFYING ALL MECHANICAL, ELECTRICAL AND PLUMBING ASSOCIATED WITH THE EQUIPMENT FOR A COMPLETE OPERATIONAL ASSEMBLY THAT MEETS CURRENT CODE REQUIREMENTS. WORK SHALL BE PERFORMED BY LICENSED INSTALLERS FOR THE APPLICABLE TRADE.
4. SUPPORT ALL ROOF MOUNTED PIPING AND CONDUIT WITH SPECIFIED PIPE HANGERS OR APPROVED EQUIVALENT, SPACED MAXIMUM 10 FEET O.C. COMPLY WITH MANUFACTURER'S INSTALLATION REQUIREMENTS. SUPPORT PIPE AND CONDUIT SO THAT BOTTOM ELEVATION OF PIPE OR CONDUIT IS A MINIMUM OF 6" ABOVE THE PLANE OF THE FINISHED ROOF.

GENERAL SCOPE OF WORK, ROOF SURFACES A, B, C:

Note: the below list is intended as a general description. Contractor shall refer to all drawings and specifications for scope items not listed below.

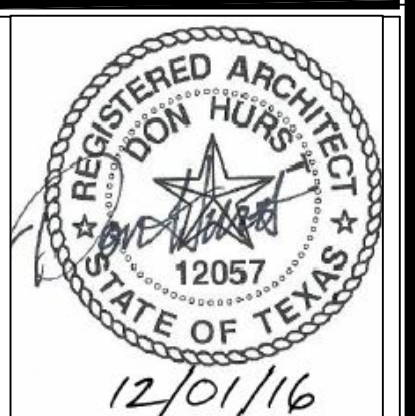
BASE BID: Scope of Work covered by the Contract Documents includes the following roof improvements at the Project:

1. Vacuum and dispose existing loose gravel from the multi-ply built-up roof membrane.
2. Replace any wet insulation material on a per-unit cost basis as specified in the Project Manual.
3. Furnish and install two (2) layers 1.5" polyisocyanurate insulation board, fully adhered over existing spudded BUR roof.
4. Furnish and install one (1) layer of 3/8" High Density polyiso insulation, fully adhered to top layer of 1.5" ISO.
5. Fully adhere 60-mil TPO roof membrane and flashings over 3/8" HD ISO.
6. Roof system shall be U.L. Class A fire-rated, and shall qualify for roof membrane manufacturer's 20-Year No Dollar Limit (NDL) Guarantee.
7. Scope of work to include new retro-fit roof drains and TPO coated sheet metal scuppers as specified.
8. Scope of work to include installation of new wood nailers fastened to existing stone parapet coping and new pre-finished sheet metal coping cap system as specified.

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ROOF IMPROVEMENTS - 2016
WILLIAMSON COUNTY JUSTICE CENTER COURTHOUSE ANNEX
405 Martin Luther King Street
GEORGETOWN, TEXAS 78626



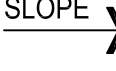

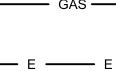







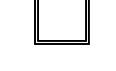



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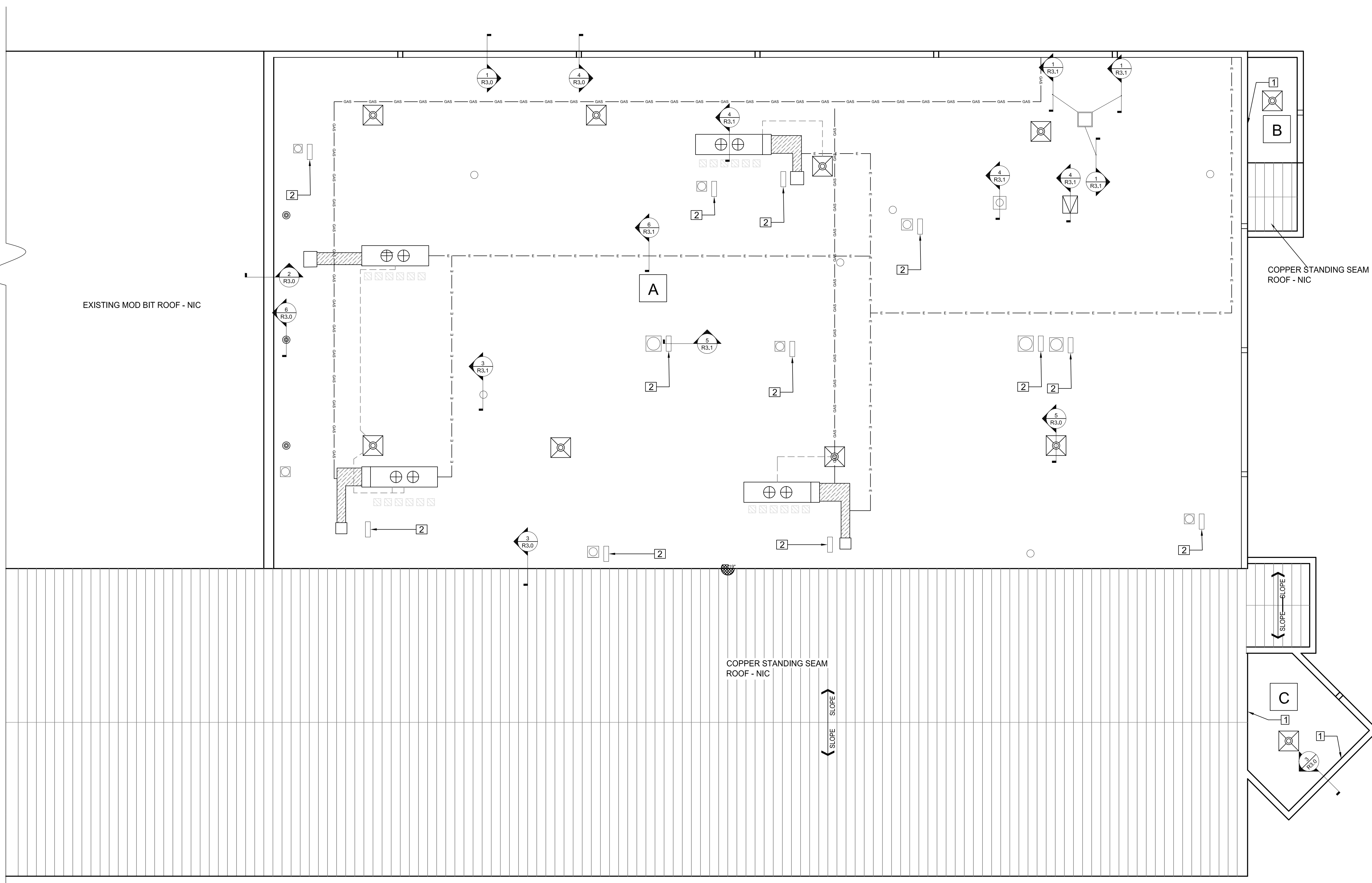
R-1.0

ROOF PLAN LEGEND

-  ROOF AREAS INCLUDED IN SCOPE
-  EXHAUST FAN ON CURB
-  DIRECTION OF SLOPE
-  CONDENSATE DRAIN LINE
-  GAS LINE
-  CONDUIT LINE
-  ROOFTOP UNIT ON CURB
-  PLUMBING DRAIN PIPE
-  OVERFLOW DRAIN
-  PRIMARY ROOF DRAIN WITH 4"x4"x1/2" PER FOOT TAPERED SUMP
-  ROOF HATCH
-  ELECTRICAL STAND
-  EXHAUST FAN TOWER ON CURB WITH GUY WIRES
-  THRU WALL ROOF SCUPPER
-  A/C DUCT
-  MRF WALK TREAD MATERIAL

KEY NOTES:

1. FABRICATE AND INSTALL NEW COPPER COUNTER FLASHING TO MATCH DETAIL 2/R3.0.
2. INSTALL NEW CURBS AND ELECTRICAL DISCONNECT ASSEMBLES AND ASSOCIATED FLASHING MINIMUM 24" FROM EXHAUST FAN CURBS. TYPICAL. MODIFY ELECTRICAL LINE / CONDUIT TO ACCOMMODATE INCREASED DISTANCE FROM CONNECTING UNITS.

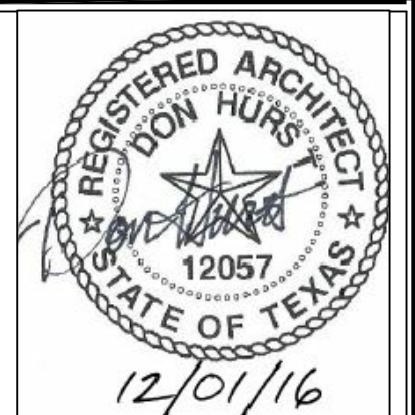


1 WILLIAMSON COUNTY JUSTICE CENTER COURTHOUSE ANNEX ROOF PLAN
 SCALE: 3/32"=1'-0"

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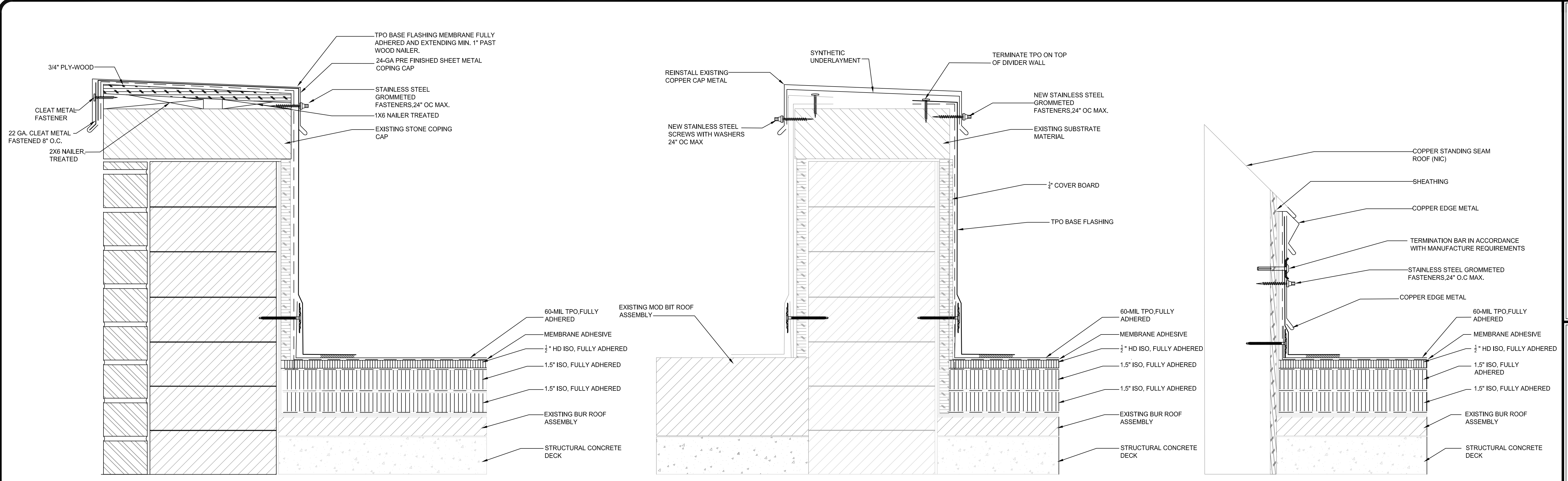
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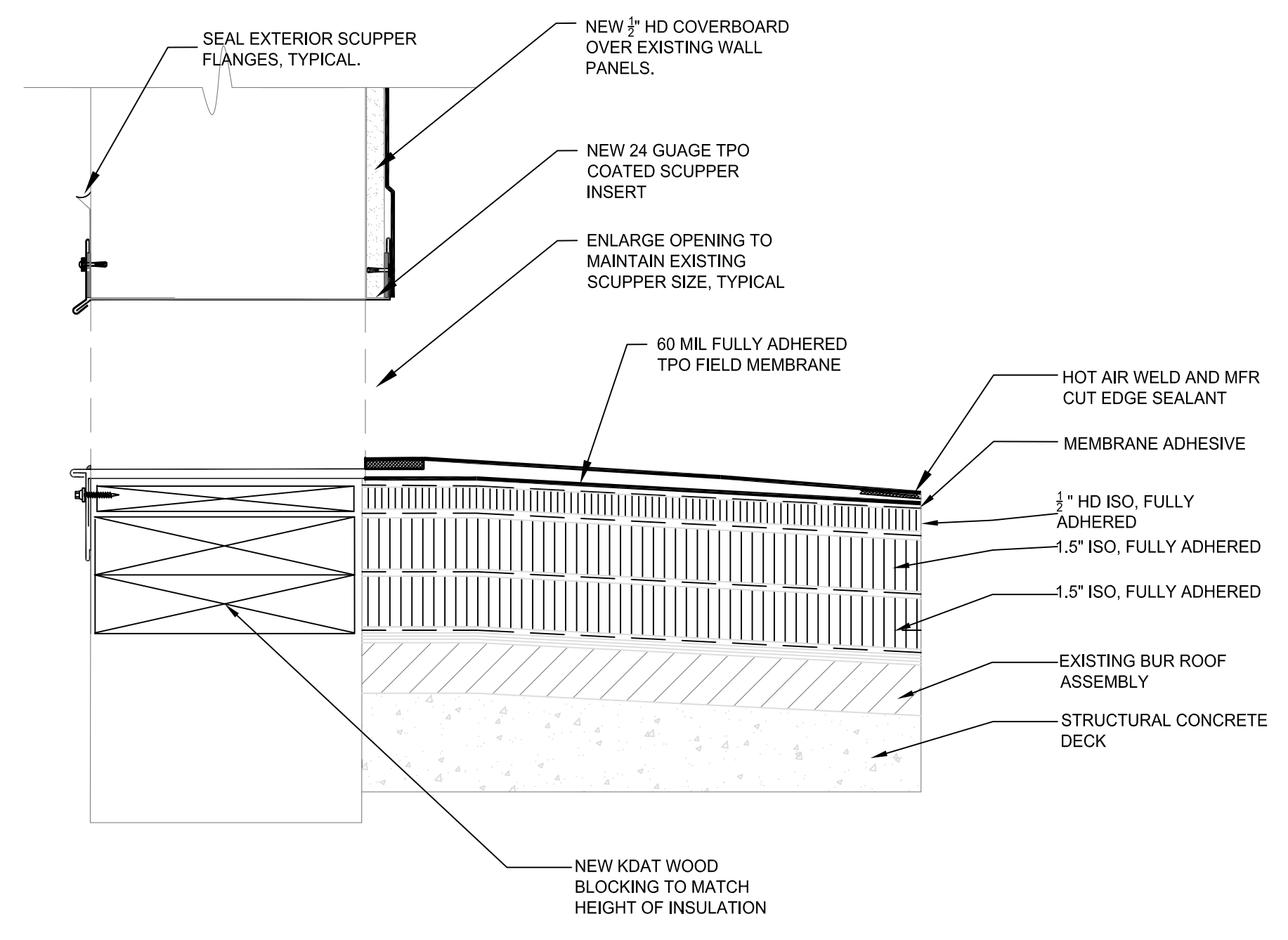
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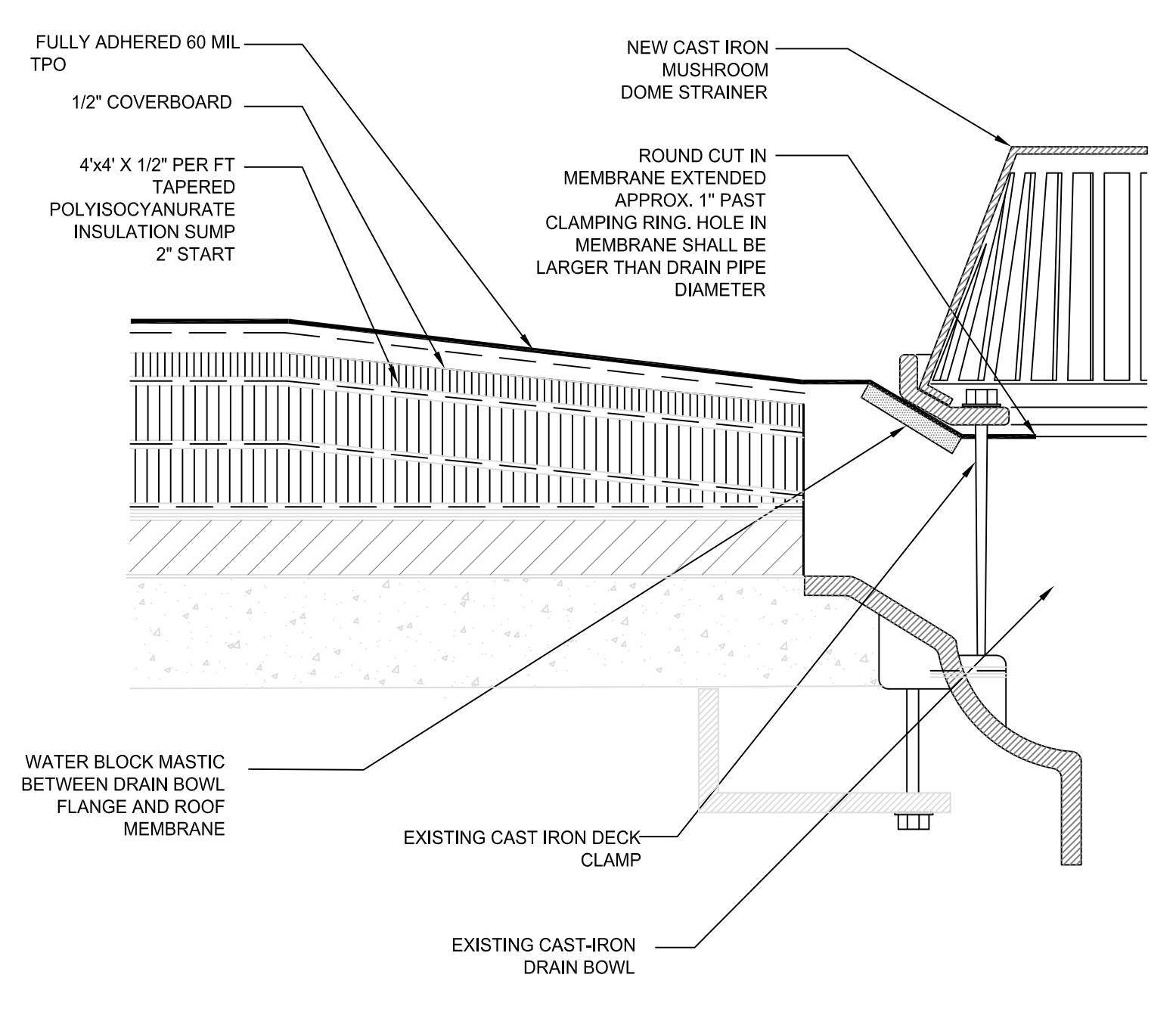
1 EXISTING ROOF ASSEMBLY
SCALE: 3\"/>

2 AREA DIVIDER WALL
SCALE: 3\"/>

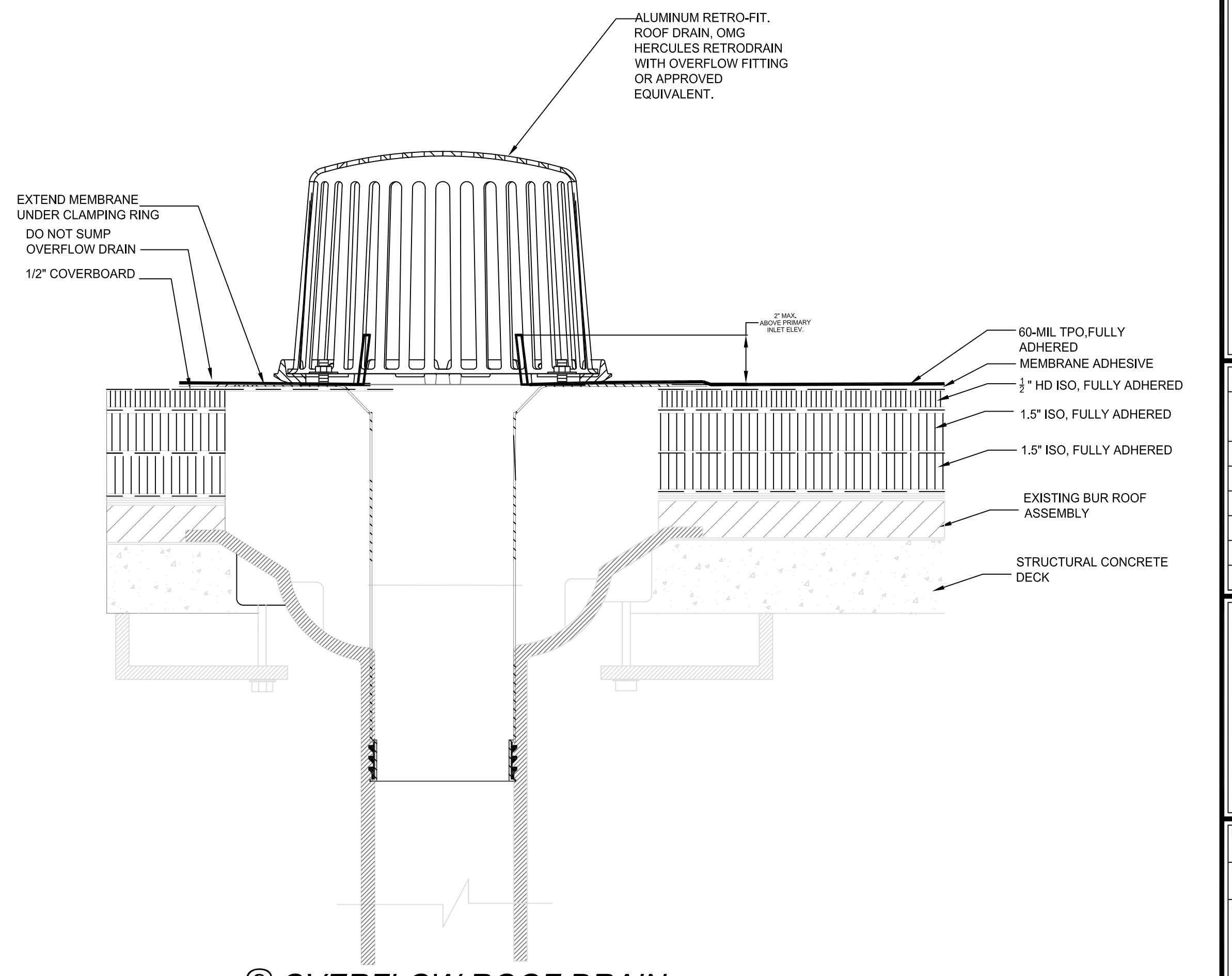
3 FLASHING DETAIL AT RISE WALLS
SCALE: 3\"/>



4 THRU WALL ROOF SCUPPER
SCALE: NTS



5 SUMPED ROOF DRAIN
SCALE: NTS

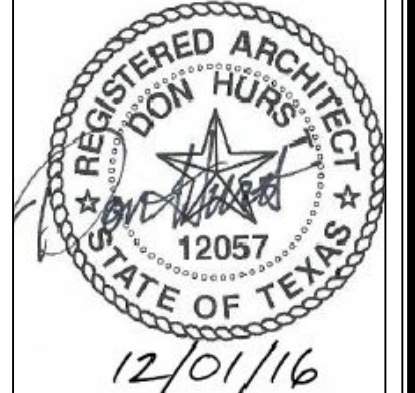


6 OVERFLOW ROOF DRAIN
SCALE: NTS

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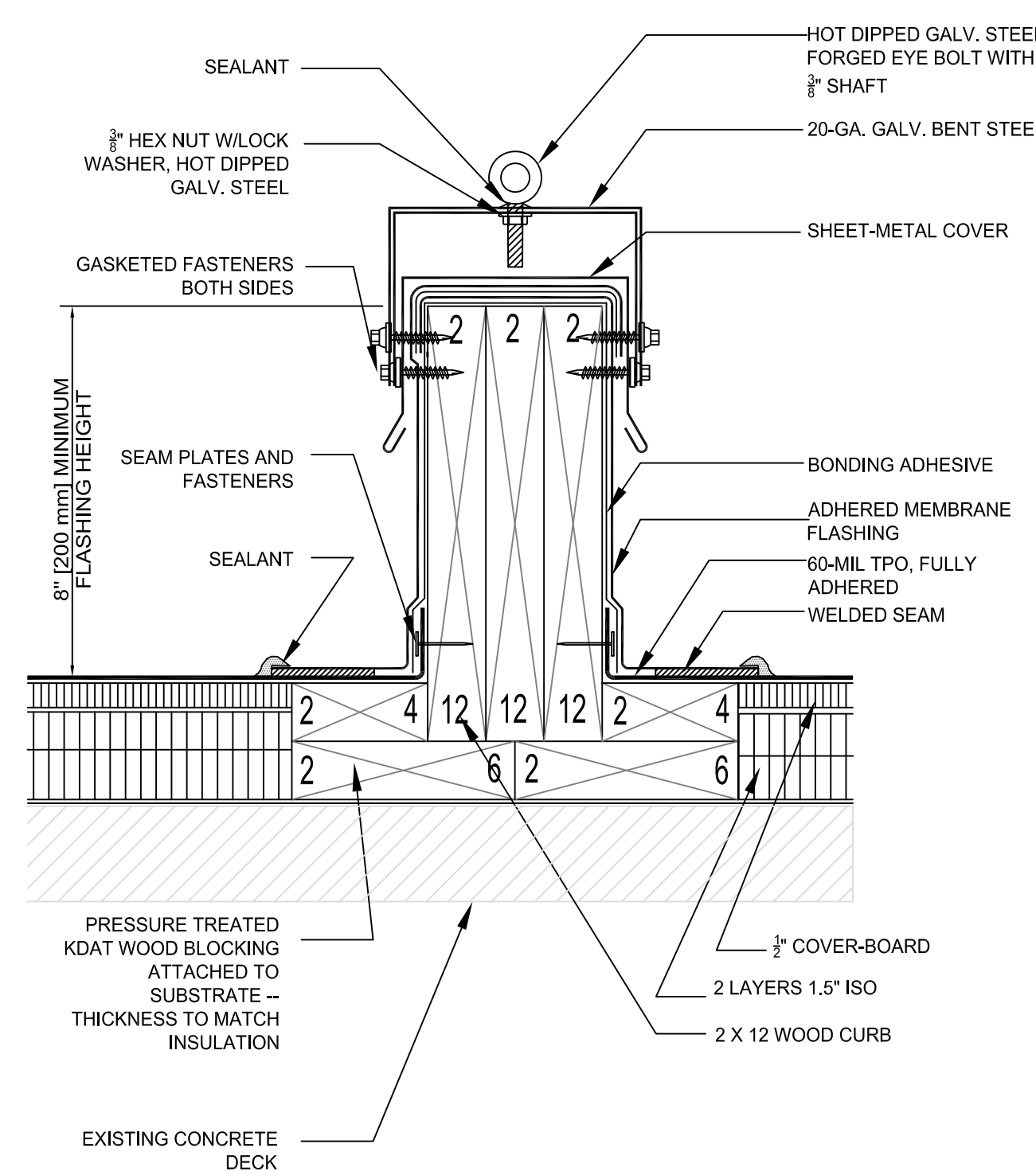
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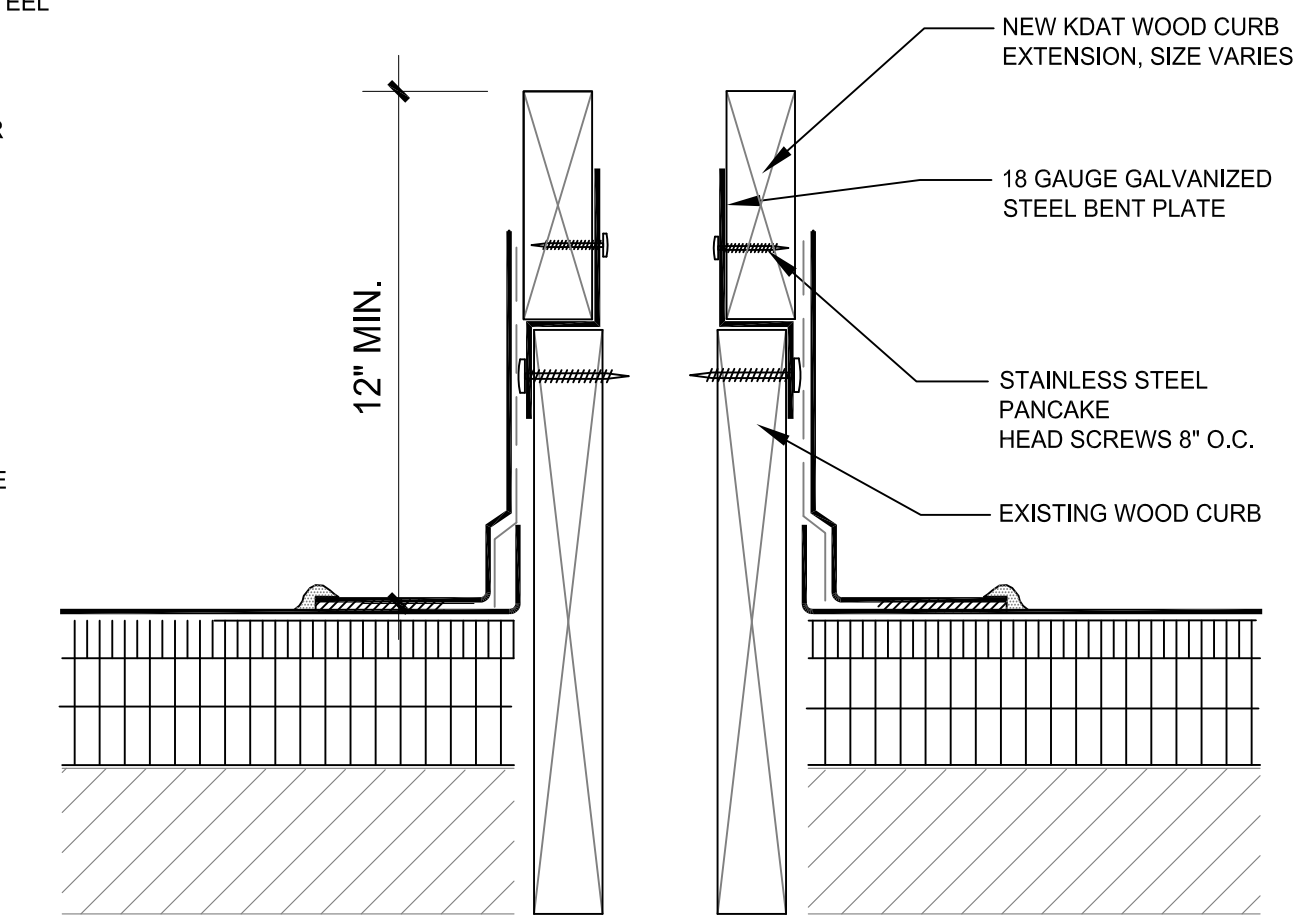


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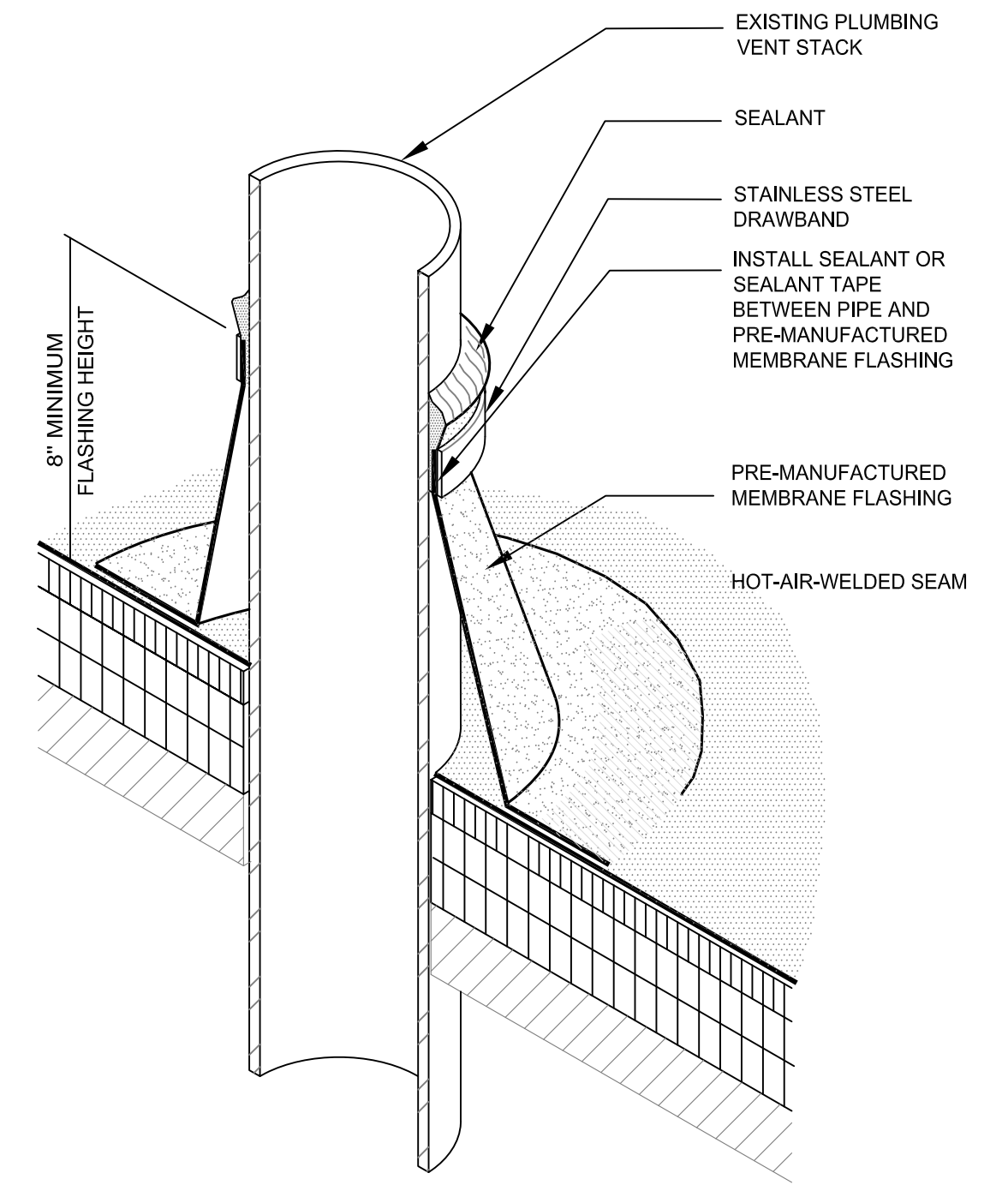
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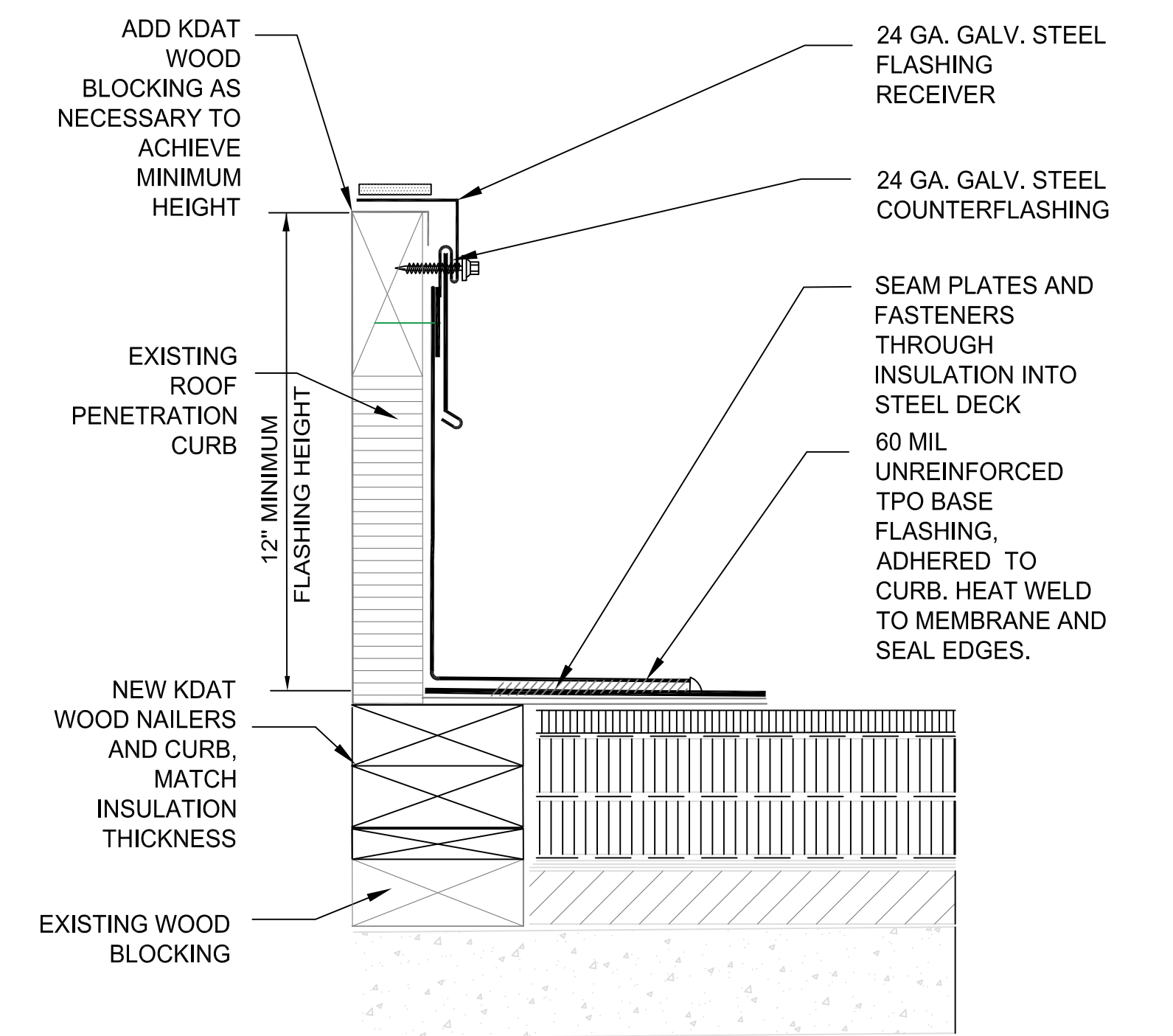
1 LIGHTWEIGHT EQUIPMENT SUPPORT CURB
SCALE: 3" = 1"



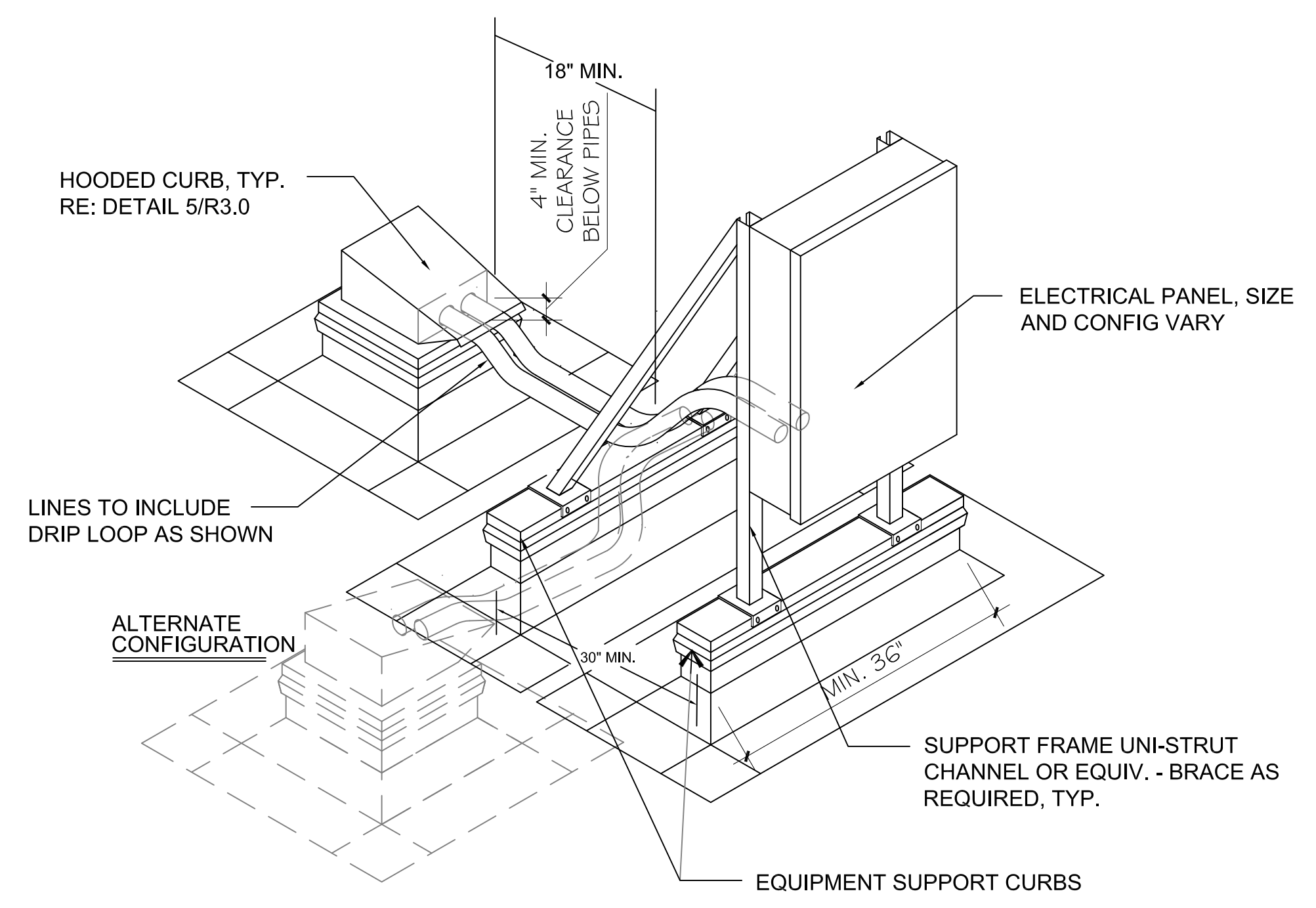
2 EXISTING CURBS - CURB EXTENSION
SCALE: 3" = 1"



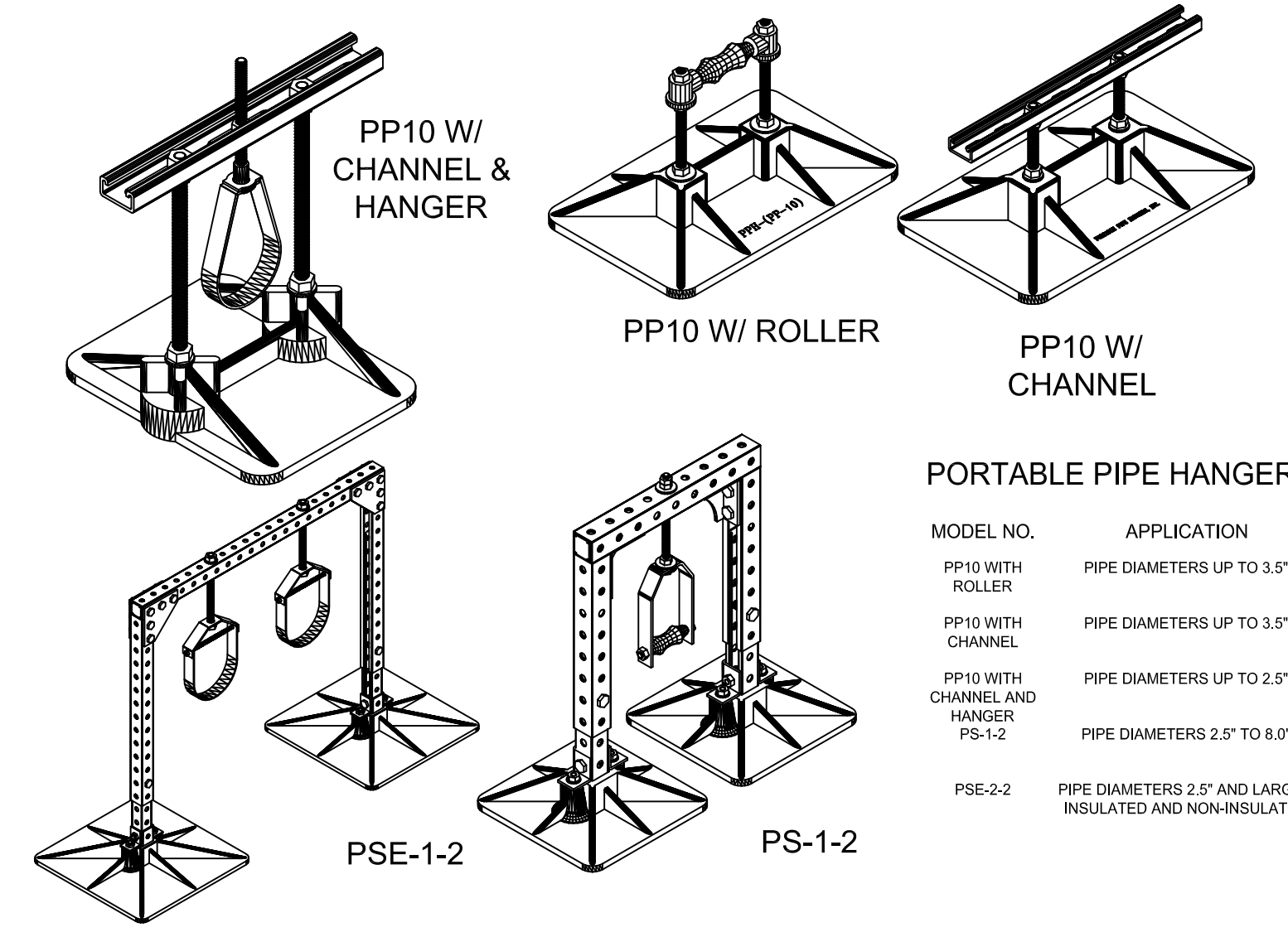
3 PRE-MFD PLUMBING VENT FLASHING
SCALE: 3" = 1"



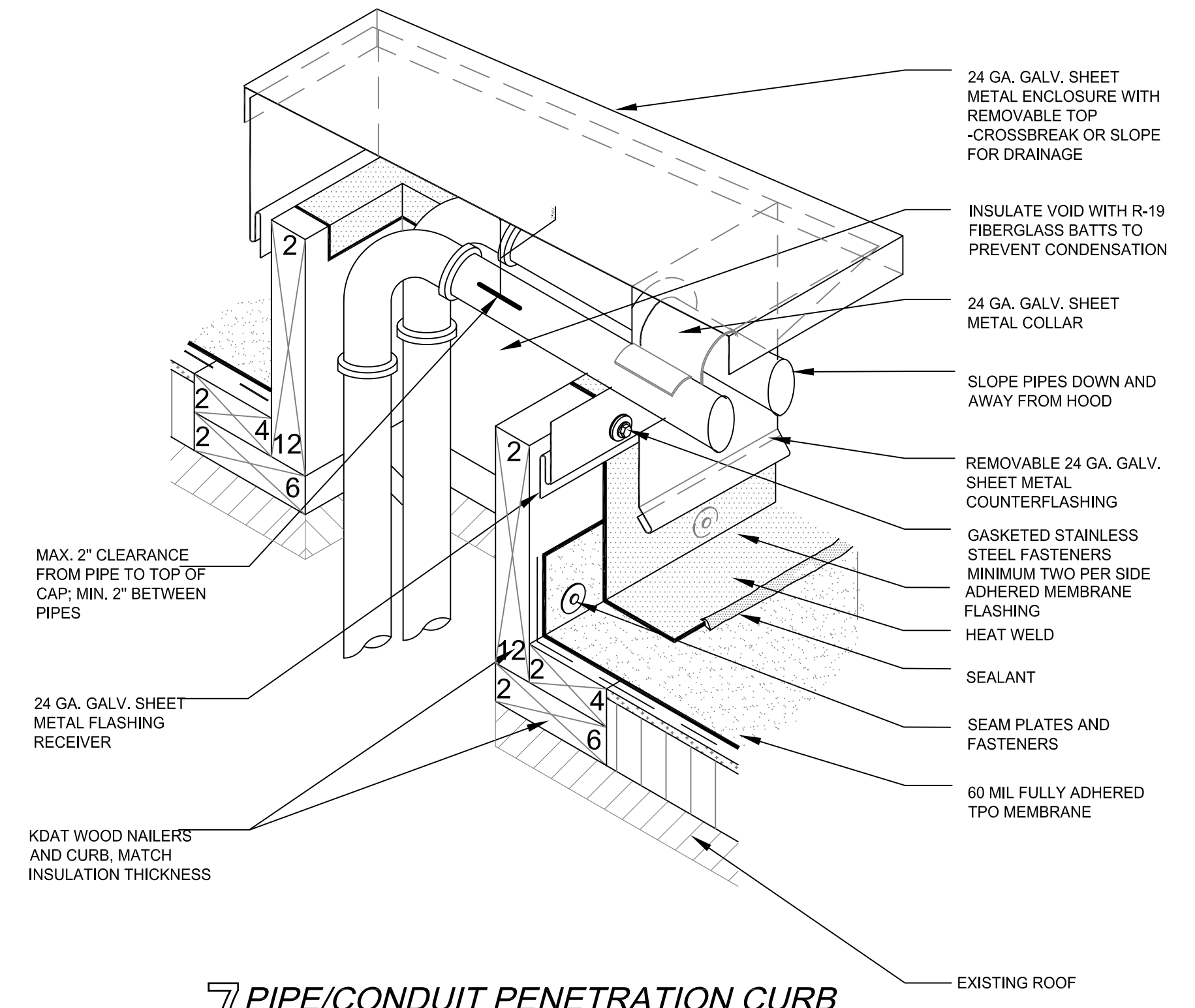
4 EXISTING EQUIPMENT CURB FLASING
SCALE: N.T.S.



5 ELECTRICAL DISCONNECT CURB FLASHING
SCALE: N.T.S.



6 ROOFTOP PIPE SUPPORTS
SCALE: N.T.S.

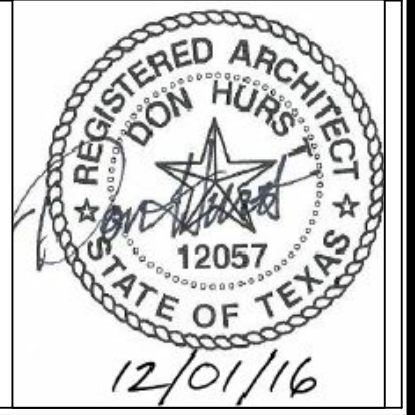


7 PIPE/CONDUIT PENETRATION CURB
SCALE: N.T.S.

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ROOF IMPROVEMENTS - 2016
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R-3.1

PROJECT MANUAL ROOF IMPROVEMENTS – 2016 WILLIAMSON COUNTY JUSTICE CENTER COURTHOUSE ANNEX

405 MARTIN LUTHER KING STREET
GEORGETOWN, TEXAS 78626



Prepared by:

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12/01/16

December 1, 2016

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WILLIAMSON COUNTY JUSTICE CENTER COURTHOUSE ANNEX

ROOF IMPROVEMENTS-2016
December 1, 2016

DISCLOSURE STATEMENT

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WILLIAMSON COUNTY JUSTICE CENTER COURTHOUSE ANNEX

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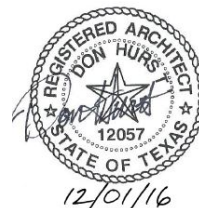
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PROJECT DIRECTORY

Owner's Representative	Mr. Dwayne Gossett Facilities Maintenance Williamson County 3101 SE Inner Loop Rd. Georgetown, Texas 78626	Email: DGossett@wilco.org Phone: (512)943-1611 Office Cell: (254)654-1495
Roof Consultant Architect	Jim Whitten Roof Consultants Tejas Design, LLC P. O. Box 200925 Austin, Texas 78720	Phone: 512.250.0999 Fax: 512.250.9711
	Don Hurst, Architect E-mail: dhurst2@austin.rr.com	Mobile 512-507-6989
	Jim Whitten, <i>Senior Consultant</i> E-mail: jim@jimwhitten.com	Mobile: 512.914.4943
	Rob Hernandez, <i>Senior Consultant</i> Email: rob@jimwhitten.com	Mobile: 512.963.4995
	Wayne Carriker, Project Manager Email: wayne@jimwhitten.com	Mobile: 512.596.6440
	Ted Miers, <i>Field Technician</i> E-mail: ted@jimwhitten.com	Mobile: 512-750-5916
	Jeremy Fabinski, <i>Cadd Operator</i> E-mail: jeremy@jimwhitten.com	Mobile: 903-360-1072

END OF PROJECT DIRECTORY

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SECTION 000860 LIST OF DRAWINGS

SHEET NO.	DESCRIPTION
R-0.0	TITLE SHEET
R-1.0	ROOFING GENERAL NOTES AND GENERAL SCOPE OF WORK
R-2.0	ROOF PLAN
R-3.0-3.1	ROOF DETAILS

END OF SECTION

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SECTION 011100 SUMMARY OF WORK

PART I - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings, provisions of the, and other Division 1 Specification Sections, apply to this Section.

1.2 WORK COVERED BY CONTRACT DOCUMENTS

- A. Project: Roof Improvements – 2016
B. Williamson County Justice Center Courthouse Annex
405 MLK Street, Georgetown, Texas
C. Contract Documents dated August __, 2016
Prepared by: Jim Whitten Roof Consultants, LLC + Tejas Design, LLC
P.O. Box 200925, Austin, Texas, 78720
512.250.0999/ Fax: 512.250.9711/ Cell:
512.914.4943
E-mail: jim@jimwhitten.com

- D. Base and Alternate Bids –Gravel Surfaced Roofs (Areas A, B, C as indicated in Project Drawings): Scope of Work covered by the Contract Documents includes the following roof improvements at the Project:

1. Vacuum and dispose existing loose gravel from the multi-ply built-up roof membrane.
2. Identify and replace any wet insulation material on a per-unit cost basis as specified.
3. Furnish and fully adhere two (2) layers 1.5" polyisocyanurate (ISO) insulation.
4. Furnish and fully adhere one (1) layer ½" High Density ISO insulation.
5. Furnish and fully adhere 60-mil TPO roof membrane and associated flashings.
6. Roof system shall be U.L. Class A fire-rated, and shall qualify for the roof membrane manufacturer's 20-year No Dollar Limit (NDL) Guarantee.
7. Install new retrofit primary and overflow roof drains.
8. Install new 24-guage TPO coated metal scuppers.
9. Install wood nailers over the existing stone coping at the parapet walls and install new sheet metal coping cap system as specified.

- E. Contingency Allowance

1. Owner Contingency Allowance: An Owner's Contingency Allowance of \$2,000 is to be included in the Total Bid.

- F. Unit Prices: A unit price is a price per unit of measurement for materials or services added to or deducted from the Contract Sum by appropriate modification, if estimated quantities of Work required by the Contract Documents are increased or decreased. Unit prices include all necessary material, plus cost for delivery, installation, insurance, overhead, and profit.

1.3 SCOPE OF WORK

- A. The Contract Documents, to the best of Owner's and Roof Consultant's knowledge, reflect existing conditions. Should minor conditions be encountered which are not exactly as indicated, modify the scope of Work as required, at no additional cost to Owner.

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- B. To achieve satisfactory performance from the Work, it may be necessary to perform unanticipated, minor work items encountered during the course of the Work. Consultant and Owner will suggest additional work items as appropriate. Contractor shall assist Owner in applying for and obtaining any available rebates from electrical power provider.
- C. No Change Orders for additional payment will be considered for such additional Work items, unless they represent a substantial change to the Scope of Work.
- D. The Contractor shall assume full responsibility and liability for the compliance with all applicable Federal, State, and local regulations pertaining to work practices, hauling, disposal, and protection of workers, visitors to the site, and persons occupying areas adjacent to the site.

1.4 TIMING OF WORK

- A. Work is to be performed within an operating facility space. Owner intends for work to be performed in such a manner that disruption of operations is to be minimized.

1.5 GUARANTEE AND WARRANTY

- A. Roofing: Provide Manufacturer's Twenty Year No Dollar (NDL) System Warranty and Two-Year Contractor's Warranty for materials and installation.
 - 1. Manufacturer's Warranty and Contractor's Warranty effective date shall be the Date of Substantial Completion.
 - 2. Both the Manufacturer's Warranty and Contractor's Warranty shall cover damage to Work resulting from failure to resist penetration of moisture and replacement of assembly components that fail due to material failure or faulty workmanship.

END OF SECTION

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SECTION 013100 PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 PROJECT COORDINATION, SEQUENCING AND SCHEDULING

- A. Coordinate Work with Owner to minimize interference with normal building and inconvenience to facility users, and to expedite the Work.
- B. The facility spaces adjacent to the work are to be occupied for the conduct of normal operations.
- C. Coordinate Work to assure efficient and orderly sequence of application of construction elements, with provisions for accommodating items installed later.
- D. Coordinate Work to allow observations by the Owner and Consultant.
- E. Provide sufficient and adequate materials, personnel and equipment to facilitate rapid completion of the Work without undue delays.

1.2 USE OF THE PREMISES

- A. Before beginning work, Contractor must verify in writing to Owner that all Owner security measures are understood and followed, and secure approval from the Owner for access to the following:
 - 1. Site: No parking or storage on the designated parking areas.
 - 2. Areas permitted for personnel parking.
 - 3. Areas permitted for storage of materials and debris.
 - 4. Areas permitted for the location of cranes, hoists and chutes for loading and unloading materials to and from the roof.
- B. Roof Areas not included in this Contract (designated by "NIC" on the Roof Plan) may not be used for personnel or equipment rooftop traffic, including removing debris or delivering materials, except as authorized by the Owner and Consultant, and only after adequate protection covering over the existing roof surfaces is approved and provided.
- C. The Owner reserves the right to have criminal background checks performed on all Contractor personnel to be onsite.

1.3 EXISTING CONDITIONS

- A. Review the existing conditions of the facility, prior to commencing the Work, for access, clearances, existing mechanical and electrical equipment, plumbing, structural components and interior finishes that will require removal, replacement or relocation to complete the Work of this Contract.
- B. Notify Owner and Consultant of any additional required work not included in the Contract Documents.
- C. Notify Owner and Consultant upon discovery of any items that differ or conflict

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with the Contract Documents.

1.4 PRE-JOB DAMAGE SURVEY OF FACILITY

- A. Perform a thorough survey of property and all affected areas of the buildings with Owner prior to starting the Work to document existing damage and operational status of existing rooftop equipment. Non-functional or damaged items identified on this survey will not be the responsibility of Contractor to repair or replace unless further damaged by Contractor during execution of the Work.
- B. Include with Pre-Job Submittals, both written description and digital documentation (CD with digital photos or DVD with video) of all items considered to be previously damaged.
- C. Consider any damage to buildings or property not identified in the pre-job damage survey as having resulted from execution of this Contract and correct at no additional expense to Owner.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Limited storage area will be provided by Owner where available. Provide lockable temporary storage containers for storage of equipment and materials. Coordinate with Owner for areas designated for temporary storage.
- B. Deliver roofing materials to Project site in original containers with seals unbroken and labeled with manufacturer's name, product brand name and type, date of manufacture, and directions for storing and mixing with other components.
- C. Store membrane rolls lying down on pallets and fully protected from the weather with clean canvas tarpaulins. Un-vented polyethylene tarpaulins are prohibited. Secure all stored materials at roof level in a manner to resist high wind speeds.
- D. Store liquid materials in their original undamaged containers in a clean, dry, protected location and within the temperature range required by roofing system manufacturer. Protect stored liquid material from direct sunlight.
 - 1. Discard and legally dispose of liquid material that cannot be applied within its stated shelf life.
- E. Protect roof insulation materials from physical damage and from deterioration by sunlight, moisture, soiling, and other sources. Store in a dry location. Comply with insulation manufacturer's written instructions for handling, storing, and protecting during installation.
- F. Handle and store roofing materials and place equipment in a manner to avoid permanent deflection of deck.

1.6 PROTECTION

- A. Contractor shall take necessary and adequate precautions to avoid damaging windows, doors, grass, trees, shrubs, walks, drives, etc.

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- B. Contractor shall be responsible for damage to adjacent buildings, property, and vehicles near the building resulting from its operations. Clean, repair or replace any surfaces, materials or equipment which are marked, soiled or otherwise damaged as a result of the Work to the satisfaction of the Owner to the extent that it is returned to its condition prior to commencement of the work.
- C. Furnish and erect barricades to protect building occupants and vehicles and to prevent pedestrian or vehicular traffic adjacent to any area affected by construction activities.
- D. Protect finished Work from damage, traffic and adverse weather conditions until proper curing, drying and/or finishing are complete. Do not use finished roof membrane as a working surface. Provide temporary means of roof membrane protection.
- E. Existing Drawings and Utilities:
 - 1. Some original drawings may be available from the Owner. The Owner has not verified the information contained on those Drawings. Those Drawings are not a part of the Contract Documents.
 - 2. Repair or replace damaged utilities to a condition equivalent to that before damage occurred. Negligently damaged utilities to be repaired or replaced at no cost to the Owner.

1.7 WORKING HOURS AND SCHEDULE

- A. Working hours shall be between the hours of 7:00 a.m. and 7:00 p.m., Monday through Saturday, except holidays and black-out dates and times assigned by Owner.
- B. The Contract Time will be adjusted by Change Order in the event Owner initiated work stoppages are required.
- C. Alternate work schedules will be considered by Owner with prior notification and approval by Owner.
- D. Obtain approval from Owner prior to altering Work schedule.

1.8 INTERIOR ACCESS

- A. Restrict access to interior spaces of the building to Contractor's Project Superintendent and only those workers required to perform work inside the building.
- B. Coordinate with Owner and obtain Owner approval prior to accessing interior space.

1.9 CLEANING

- A. Maintain areas free of waste materials, debris and rubbish. Maintain site at all times in a clean and orderly fashion.
- B. Remove waste materials, debris, and rubbish from site periodically and dispose off-site in a legal manner. Do not use Owner's trash containers for disposal of waste materials, debris and rubbish.
- C. Periodically clean interior areas affected by the Work to provide suitable conditions for occupied

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areas.

- D. Restore existing facilities used during construction to their condition prior to commencement of work.

1.10 USE OF UTILITIES

- A. Coordinate use of utilities with Owner.
- B. Provide temporary electric feeder from electrical service at location as directed by Owner. Provide temporary wiring and hardware as required for execution of the Work. Ground fault interruption devices and similar protection measures required by authorities having jurisdiction are the responsibility of the Contractor. All such work shall be performed by a licensed electrician.
- C. Connect to existing water sources for temporary use of water. Furnish and maintain all necessary adapters and hoses required to complete the Work.
- D. Restore electrical and water service to original condition at completion of each day's activities, and at the completion of the Work to Owner's approval.

1.11 MONITORING

- A. Owner and Roof Consultant intend to observe the quality and progress of the Work for substantial compliance with the design contract documents. This does not relieve Contractor of his own quality control, testing and supervision responsibilities.

1.12 QUALITY ASSURANCE

- A. Review all Drawings and Specifications before commencing and performing the Work.
- B. Provide at least one copy of the final Drawings and Specifications, Addenda and Modifications for permanent use at the site whenever work is in progress.
- C. Maintain workmanship of the highest quality in accordance with the best trade practices.
- D. Obtain all materials specified in the Contract Documents from the same source throughout the Work. Notify Owner if plans are made to change sources.
- E. Possess a minimum of five years experience, installing/applying the respective materials described in each section of the Specification.
- F. Possess current written approval as an applicator of each material used in the Work.
- G. Provide workmen, engaged in the respective items of the Work, which have satisfactorily completed a program of certification by the manufacturers of materials described in the Specifications, or can demonstrate significant experience on similar projects to verify their qualifications to perform this Work.
- G. Perform quality control test and verifications as required by manufacturers or other

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entities to comply with the requirements of this Contract. Do not use Owner's site observations and testing in lieu of Contractor's own quality control.

- H. Contractor shall have a full-time English speaking non-working superintendent on site when workers are present.

1.13 PARKING

- A. Park only in spaces approved by Owner.

PART 2 – PRODUCTS

PART 3 – EXECUTION

END OF SECTION

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SECTION 013300 SUBMITTAL PROCEDURES

PART I - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and provisions of the Documents including the Statement of Work and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Submittals:
 - 1. Provide submittals required by the Contract Documents in a timely manner and at appropriate times in the execution of the Work to allow for sufficient and prompt review by Owner and Consultant.
 - 2. Provide submittals, all in form and substance satisfactory to the Consultant and Owner.
 - 3. Revise and re-submit submittals as necessary to establish compliance with specified requirements.
- B. Related Sections: Individual requirements for submittals are described in the pertinent Sections of these Specifications.
- C. Color selections and any other aesthetic material approvals shall be in writing by Owner.

1.3 PROCEDURES

- A. Submit complete sets of the Pre-Construction, Progress and Post-Construction Submittals that are available in electronic format or other Windows compatible format if transmitted on a compact disk to Owner and Consultant for review. Submit product samples concurrently with electronic submittals.
- B. Owner and Consultant will review submittals for compliance with Contract Documents. Consultant will compile Owner and Consultant's review comments and issue to Contractor for coordination prior to Contractor distribution of reviewed submittals.
- C. Provide three complete bound sets of reviewed submittals and product samples to Owner; provide one complete bound set of reviewed submittals and product samples to Consultant.

1.4 QUALITY ASSURANCE

- A. Coordination of submittals:
 - 1. Carefully review and coordinate all aspects of each item being submitted.
 - 2. Verify that each item and its appropriate submittal conform in all respects with the specified requirements.
 - 3. Certify that this coordination has taken place by affixing Contractors' stamp, signature and date to the corner of each submittal package.

PART 2 – PRODUCTS (Not Applicable)

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PART 3 - EXECUTION

3.1 IDENTIFICATION OF SUBMITTALS

- A. Submittals shall be identified by applicable Specification Section. Number individual submittal items within a specification section consecutively. Provide a table of contents for each specification section. Show on at least the first page of each submittal and elsewhere as required for positive identification, the applicable submittal section and number.
- B. Identify submittal data applicable to the Work of this Contract when submittal lists more than one option.
- C. Strike through submittal data that does not apply to the Work of this Contract.
- D. Accompany each submittal package with a letter of transmittal showing all information required for identification checking.

3.2 GROUPING OF SUBMITTALS

- A. Group submittals into packages identified as Pre-Construction Submittals, Progress Submittals, and Post-Construction Submittals.
- B. Partial submittals may be rejected as not complying with the provisions of the Contract.

3.3 TIMING OF SUBMITTALS

- A. Make submittals far enough in advance of scheduled dates for commencement, execution or installation to provide time required for reviews, for securing necessary approvals, for possible revisions and re-submittals, and for placing orders and securing delivery.
- B. Allow at least 5 working days for review by the Owner following his/her receipt of submittals.
- C. Contractor will be held responsible for delays occasioned by incomplete or tardy submittal packages.
- D. Pre-construction Submittals: Submit within 5 business days following Notice of Award.
- E. Progress Submittals: Submit, as required, throughout the performance of the Work of the Contract.
- F. Post-Construction Submittals: Submit with final payment request.

3.4 PRE-CONSTRUCTION SUBMITTALS

- A. The Contractor's Pre-Construction Submittal package shall include the following:
 - 1. Contract Execution Package executed by Contractor, containing:
 - a. Standard Form of Agreement between Owner and Contractor
 - b. Certificates of Insurance, properly endorsed.
 - c. Supplementary Conditions

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- d. Addenda
- e. Bonds
2. Certification of insurance for all subcontractors.
3. Proposed Progress Schedule.
4. Proposed Schedule of Values, with subdivisions for costs associated with requirements stated in the General Services Agreement and Statement of Work, material and labor broken out by phases of the Work, including but not limited to demolition, insulation, membrane, sheet metal, plumbing and closeout.
5. Names of supervisory personnel and their qualifications.
6. Scaled Roof Plans indicating tapered insulation slope, flashing Details, perimeter edge conditions, and proposed gutter and downspout size and locations.
7. Product data for materials proposed to be used.
8. Subcontractor list.
9. Any required building/construction permits.
10. Sample of No-Dollar Limit Guarantee.
11. Copy of blank Daily Report to be utilized.

3.5 PROGRESS SUBMITTALS

A. Daily Reports: Prepare daily reports and submit to Owner and Roof Consultant no later than 10:00 AM of the following work day as a single attachment to an email. Include in report, the following minimum items:

1. Description of Work completed by area, include sketch of area on 8.5" x 11" schematic roof plan, six (6) photos in PDF format of work in progress.
2. Number of personnel present, including names, phone numbers, and Texas Drivers' License numbers.
3. Description and estimated quantity of materials removed and materials installed.
4. Description, quantity and location of unit priced items, if any.
5. Estimate of remaining quantity of tear off remaining.
6. Planned activity for following work day.
7. Reason and justification for not working if no work was performed.
8. Report to include weather conditions at start of work, noon and end of work.
9. Report to include name of supervisory person overseeing the work.

B Applications for payment: The Contractor's applications for payment shall include the following:

1. An invoice on the contractor's company letterhead.
2. An Application for Payment, and Waiver of Lien.
3. Unconditional, notarized Waiver of Liens from the Contractor for the amount of Work performed for which payment less retainage was requested in the previous payment request.
4. Unconditional, notarized Waivers of Liens from Subcontractors, and material and equipment suppliers for the Work performed or materials and equipment supplied during the period covered by the previous payment request. Data for materials proposed to be used.
5. Updated, current progress schedule.

C. Other Submittals required by the Contract Documents.

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3.6 OWNER AND CONSULTANT REVIEW

- A. Review by Owner and Consultant does not relieve Contractor from responsibility for errors that may exist in the submitted data.
- B. Make revisions if required by Owner and Consultant and resubmit for review.
- C. "Or equivalent":
 - 1. Do not assume where the phrase "or equivalent", or "or equivalent as approved by the Owner", occurs in the Contract Documents, that particular materials, equipment, or methods will be approved as equivalent unless the item has been specifically approved for this Work by the Owner.
 - 2. Decision of the Owner shall be final.

END OF SECTION

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SECTION 015000 TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the General Services Agreement, including the Statement of Work and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Provide temporary facilities and controls as needed and as specified for the Work.
- B. Maintain temporary facilities and controls in proper and safe condition throughout progress of the Work.
- C. Related Sections: Additional requirements may also be prescribed in other Sections of these Specifications.

PART 2 – PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 TELEPHONE SERVICE

- A. Contractor shall provide his own telephone service as required. Contractor's Project Manager and Superintendent shall have a cell phone available at all times.
- B. Use of Owner's private phones is not allowed unless authorized by Owner.

3.2 TOILET FACILITIES

- A. Contractor shall provide and maintain an adequate number of temporary toilets with proper enclosures as necessary for use of workmen during construction. Keep toilets clean and comply with all local and state health requirements and sanitary regulations.
- B. Locate toilet facilities in Parking/Staging storage area as approved by Owner.

3.3 FIRST AID SUPPLIES

- A. Provide medical supplies and equipment at the site for first-aid service to persons injured in connection with the Work.

3.4 FIRE PROTECTION

- A. Fire Protection:

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1. Provide temporary fire protection as required by federal, state, as local laws, codes, and ordinances.
2. Provide minimum two (2) charged and functioning fire extinguishers of appropriate size, within 10'- 0" of combustible materials. Ensure that all personnel are fully trained in operation of provided extinguishers.
3. Reasonable precautions against fire shall be taken throughout Operations. Flammable material shall be properly handled and stored in accordance with governing code requirements.
4. Open fires are prohibited at the site.

3.5 DRAINS AND SEWERS

- A. Contractor shall keep drains and sewers clean and free of construction debris during all phases of Work.
- B. Do not permit debris or other contaminants deleterious to the City sewer system to be washed down drains or sewers.
- C. Protect City of Georgetown storm drainage facilities that are adjacent to or affected by the Work of this Contract. Comply with City of Georgetown requirements for protecting storm sewer system from construction generated waste water.

3.6 TRAFFIC CONTROL AND PROTECTION

- A. Provide signs, flagmen, lights, or other warning devices as required to control pedestrian traffic around the building and to prevent pedestrians from entering areas of the Work.
- B. All sidewalks shall remain open and accessible at all times. Protective canopies or other appropriate means shall be installed over building entrances when work is occurring overhead or adjacent to those areas.
- C. Furnish and erect barricades to protect building occupants and vehicles and to prevent pedestrian or vehicular traffic adjacent to any area affected by construction activities.
- D. Contractor shall be responsible for maintaining any means of egress required by governing building codes for continual public use of the building.
- E. Provide barricades as necessary at building entrances to protect occupants during work in these areas.

3.7 SPECIAL CONTROLS

- A. Parking: Park only in areas approved by Owner.
- B. Dust, Debris and Water Control:
 1. Contractor shall take precautions as necessary to prevent dust, dirt, construction-related water and particles, etc. from leaving the immediate work area.
 2. Contractor shall take appropriate means if dust or debris exceeds levels established by City laws and ordinances.

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- C. Construction Warning Signs: Provide and maintain suitable signs at each building entrance to warn guests and public of work while repair work is in progress.

3.8 MAINTENANCE

- A. Maintain temporary facilities and controls as long as necessary for safe and proper completion of the Work.

3.9 REMOVAL

- A. Remove temporary facilities and controls as rapidly as progress of the Work will safely permit.

3.10 CLEANING

- A. Maintain areas free of waste materials, debris and rubbish. Maintain site at all times in a clean and orderly fashion.
- B. Remove waste materials, debris, and rubbish from site periodically and dispose off-site in a legal manner. Do not use Owner's trash containers for disposal of waste materials, debris and rubbish.
- C. Periodically clean interior areas affected by the Work to provide suitable conditions for occupied areas.
- D. Restore existing facilities used during construction to their condition prior to commencement of work.

END OF SECTION

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SECTION 015113 TEMPORARY HEATING, COOLING, AND VENTILATING

PART 1 - GENERAL

1.1 DESCRIPTION

- A. For those Projects requiring incidental Mechanical Work; includes installation of temporary mechanical work, disconnects, reconnects, and other incidental mechanical, and plumbing work, not specified herein but necessary for the successful execution of the Work as set forth in the Contract Documents.

PART 2 - PRODUCTS

2.1 MATERIAL AND WORKMANSHIP

- A. All materials and equipment required shall be:
 - 1. Installed by mechanics skilled in their trades, working under the direct supervision of competent experienced foremen or superintendents.
 - 2. Installed in compliance with all applicable Occupational Safety and Health Administration Rules and Regulations.
 - 3. Installed in compliance with all applicable local, Ventilating, Air Conditioning, and Plumbing Codes.
- B. Prior to conducting any mechanical work, perform a complete survey of all roof top mechanical equipment with the Owner's representative to verify the functional condition of the equipment. Document the survey in writing, signed by the Owner's representative and the Contractor. Provide a copy to the Roof Consultant.

2.2 TIMELY PLACEMENT OF MATERIALS AND EQUIPMENT

- A. Install items specified in Paragraph 2.01 of this Section at the proper time during progress of construction. Coordinate work operations with other trades as necessary.

PART 3 - EXECUTION

3.1 GENERAL

- A. Install temporary mechanical work necessary to comply with the work of other Sections.
- B. Remove temporary mechanical work necessary to comply with other Sections at completion of Project and correct any damage to property.
- C. At the end of the Project, any non-functional mechanical equipment (not noted on the survey list) will be the responsibility of the Contractor to restore to functional working order.

END OF SECTION

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SECTION 015123 TEMPORARY ELECTRICITY

PART 1 - GENERAL

1.1 DESCRIPTION

- A. For those Projects requiring incidental Electrical Work: Included installation of temporary power, disconnects, reconnects, lightning arrestor systems, and other incidental electrical work necessary to perform the Work of the Contract Documents.

PART 2 - PRODUCTS

2.1 MATERIALS AND WORKMANSHIP

- A. All materials and equipment required shall be:
1. Approved by Underwriters Laboratories and solabeled.
 2. For wire and cable, marked as required by Article 310-1- National Electrical Code.
 3. Installed by mechanics skilled in their trades, working under the direct supervision of competent experience foremen or superintendents.
 4. Installed in compliance with all applicable Occupational Safety and Health Administration and applicable local electrical codes.
- B. Prior to conducting any electrical work, perform a complete survey of all roof top electrical lines and service with the Owner's representative to verify the functional condition of the electrical service. Document the survey in writing, signed by the Owner's representative and the Contractor. Provide a copy to the Roof Consultant.

2.2 TIMELY PLACEMENT OF MATERIALS AND EQUIPMENT

- A. Install items specified in Paragraph 2.01 of this Section at the proper time during progress of construction. Coordinate work operations with other trades as necessary.

PART 3 - EXECUTION

3.1 GENERAL

- A. Provide temporary electrical power as required to perform the Work of the Contract Documents.
- B. Remove all temporary electrical items at completion of Project and correct any damage to property.
- C. At the end of the Project, any non-functional electrical service (not noted on the survey list) will be the responsibility of the Contractor to restore to functional working order.

END OF SECTION

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SECTION 016000 PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the General Services Agreement, including the Statement of Work and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for handling requests for substitutions made after award of the Contract.
- B. Related Sections: The following Sections contain requirements that relate to this Section:
1. Section 013300 "Submittal Procedures" specifies requirements for submitting the Contractor's Construction Schedule and the Submittal Schedule.

1.3 DEFINITIONS

- A. Definitions in this Article do not change or modify the meaning of other terms used in the Contract Documents.
- B. Substitutions: Changes in products, materials, equipment, and methods of construction required by the Contract Documents proposed by the Contractor after award of the Contract are considered to be requests for substitutions. The following are not considered to be requests for substitutions:
1. Substitutions requested during the bidding period, and accepted by Addendum prior to award of the Contract, are included in the Contract Documents and are not subject to requirements specified in this Section for substitutions.
 2. Revisions to the Contract Documents requested by the Owner.
 3. Specified options of products and construction methods included in the Contract Documents.
 4. The Contractor's determination of and compliance with governing regulations and orders issued by governing authorities.

1.4 SUBMITTALS

- A. Substitution Request Submittal: The Owner will consider requests for substitution if received within 10 days after commencement of the Work. Requests received more than 10 days after commencement of the Work may be considered or rejected at the discretion of the Owner.
1. Submit 3 copies of each request for substitution for consideration. Submit requests in the form and according to procedures required for change-order proposals.
 2. Identify the product or the fabrication or installation method to be replaced in each request. Include related Specification Section and Drawing numbers.
 3. Provide complete documentation showing compliance with the requirements for substitutions, and the following information, as appropriate:

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- a. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by the Owner and separate contractors that will be necessary to accommodate the proposed substitution.
 - b. A detailed comparison of significant qualities of the proposed substitution with those of the Work specified. Significant qualities may include elements, such as performance, weight, size, durability, and visual effect.
 - c. Product Data, including Drawings and descriptions of products and fabrication and installation procedures.
 - d. Samples, where applicable or requested.
 - e. A statement indicating the substitution effect on the Contractor's Construction Schedule compared to the schedule without approval of the substitution. Indicate the effect of the proposed substitution on overall Contract Time.
 - f. Cost information, including a proposal of the net change, if any in the Contract Sum.
 - g. The Contractor's certification that the proposed substitution conforms to requirements in the Contract Documents in every respect and is appropriate for the applications indicated.
 - h. The Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of the failure of the substitution to perform adequately.
4. Owner's Action: If necessary, the Owner will request additional information or documentation for evaluation within one week of receipt of a request for substitution. The Owner will notify the Contractor of acceptance or rejection of the substitution within two weeks of receipt of the request, or one week of receipt of additional information or documentation, whichever is later. Acceptance will be in the form of a change order.
- a. Use the product specified if the Owner cannot make a decision on the use of a proposed substitute within the time allocated.

PART 2 - PRODUCTS

2.1 SUBSTITUTIONS

- A. Conditions: The Owner will receive and consider the Contractor's request for substitution when one or more of the following conditions are satisfied, as determined by the Owner. If the following conditions are not satisfied, the Owner will return the requests without action except to record noncompliance with these requirements.
1. Extensive revisions to the Contract Documents are not required.
 2. Proposed changes are in keeping with the general intent of the Contract Documents.
 3. The request is timely, fully documented, and properly submitted.
 4. The specified product or method of construction cannot be provided within the Contract Time. The Owner will not consider the request if the product or method cannot be provided as a result of failure to pursue the Work promptly or coordinate activities properly.
 5. The request is directly related to an "or-equivalent" clause or similar language in the Contract Documents.
 6. The requested substitution offers the Owner a substantial advantage, in cost,

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time, energy conservation, or other considerations, after deducting additional responsibilities the Owner must assume.

7. The specified product or method of construction cannot receive necessary approval by a governing authority, and the requested substitution can be approved.

The specified product or method of construction cannot be provided in a manner that is compatible with other materials and where the Contractor certifies that the substitution will overcome the incompatibility.

8. The specified product or method of construction cannot be coordinated with other materials and where the Contractor certifies that the proposed substitution can be coordinated.
 9. The specified product or method of construction cannot provide a warranty required by the Contract Documents and where the Contractor certifies that the proposed substitution provides the required warranty.
- B. The Contractor's submittal and the Owner's acceptance of Shop Drawings, Product Data, or Samples for construction activities not complying with the Contract Documents do not constitute an acceptable or valid request for substitution, nor do they constitute approval.

PART 3 – EXECUTION (Not Applicable)

END OF SECTION

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SECTION 017100 CLEANING

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work included: Maintain the building and site in a standard of cleanliness throughout the construction period as described in this Section.
- B. Clean roof upon completion of all Work to satisfaction of Owner and Roof Consultant.

1.2 QUALITY ASSURANCE

- A. Conduct daily inspections, and more often if necessary, to verify that requirements for cleanliness are being met.
- B. In addition to the standards described in this Section, comply with pertinent requirements of governmental agencies having jurisdiction.

PART 2 - PRODUCTS

2.1 CLEANING MATERIALS AND EQUIPMENT

- A. Provide required personnel, equipment and materials needed to maintain the specified standard of cleanliness.

2.2 COMPATIBILITY

- A. Use only the cleaning materials and equipment, which are compatible with the surface being cleaned, as recommended by the manufacturer of the materials.

PART 3 - EXECUTION

3.1 PROGRESS CLEANING

- A. Do not allow accumulation of scrap, debris, waste material, and other items not required for construction of the Work to remain overnight on the roof.
- B. Daily, and more often if necessary, inspect the site and pick up all scrap, debris, and waste material. Remove such items to the place designated for their storage.
- C. Provide adequate storage for all items awaiting removal from the job site, observing requirements for fire protection and protection of the ecology.
- D. At least once each week, and more often if necessary, completely remove all scrap, debris, and waste material from the job site.

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3.2 FINAL CLEANING

- A. "Clean", for the purpose of this Article, and except as may be specifically provided otherwise, shall be interpreted as meaning the level of cleanliness generally provided by skilled cleaners using commercial quality materials.
- B. Prior to completion of the Work remove from the job site all tools, surplus materials, equipment, scrap, debris and waste. Conduct final progress cleaning as described in Article 3.01 above.
- C. Membrane: Power wash roof membrane per manufacturer's instructions upon completion of substantial completion punch list to provide a roof membrane surface that is free of stains (adhesives, dirt, etc.) incurred during completion of the work.
- D. Site:
 - 1. Unless otherwise specifically directed by the Owner, broom clean paved areas on the site and public paved areas adjacent to the site.
 - 2. Completely remove resultant debris.
 - 3. Remove evidence of construction operations from all landscaped and pervious surfaces.
- E. Interior: remove all evidence of construction operations; surfaces ground smooth; finishes replaced.
- F. Schedule final cleaning as approved by Owner.

END OF SECTION

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SECTION 017700 CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work Included: Provide an orderly and efficient transfer of the completed Work to the Owner.

1.2 QUALITY ASSURANCE

- A. Prior to requesting Substantial and Final Completion Inspections, use adequate means to assure that the Work is completed in accordance with the specified requirements and is ready for the requested inspection.

1.3 PROCEDURES

- A. Final Completion:
1. Verify in writing by written request to Owner and Consultant.
 2. Certify that:
 - a. Contract Documents have been reviewed.
 - b. Work has been inspected for compliance with the Contract Documents.
 - c. Work has been completed in accordance with the Contract Documents.
 - d. Work is completed and ready for Final Punchlist Inspection.
 3. The Owner and Consultant will observe the Work to document status of completion. Provide Owner and Consultant access to the Work, as required to perform Inspection.
 4. Should the Owner and Consultant determine that the Work is incomplete or defective:
 - a. The Owner promptly will so notify the Contractor, in writing, listing the incomplete or defective work.
 - b. Remedy the deficiencies promptly, and notify the Owner when ready for re-inspection. Provide the Owner with access to the Work, as required to perform re-inspection.
 5. When the Owner determines that the Work is acceptable under the Contract Documents, he will request the Contractor to make closeout submittals.
- B. Closeout submittals include, but are not necessarily limited to:
1. Manufacturer's product literature for all proprietary products used in the Work.
 2. As-built drawings and specifications, indicating changes (Change Orders, RFIs, Field Directives, etc.) in construction affecting the contract documents.
 3. Operation and maintenance data for items so listed in pertinent other Sections of these Specifications, and for other items when so directed by the Owner.
 4. Warranties and bonds.
 5. Evidence of compliance with requirements of governmental agencies having jurisdiction including but not necessarily limited to Certificate of Inspection.

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6. Certificates of Insurance for products and completed operations.
7. Evidence of payment and release of liens.
8. List of subcontractors, service organizations, and principal vendors, including names, addresses, email addresses, and telephone numbers where they can be reached.

C. Final Adjustment of Accounts:

1. Submit a final statement of accounting to the Owner, showing all adjustments to the Contract Sum.
2. If so required, the Contractor will prepare final Charge Order showing adjustments to the Contract Sum, which was not made previously by Change Orders.
3. Final payment may be withheld if warranties and other closeout submittals do not comply with requirements of the Contract Documents.

1.4 INSTRUCTION

- A. Instruct the Owner's personnel in proper operation and maintenance of all applicable items provided as part of the Work.

1.5 WARRANTIES

- A. .Manufacturer's System Warranty Roof
B. Stucco Manufacturer's Warranty
C. Contractor's Two Year Warranty: Warranty shall be assigned to Owner and submitted on the form provided in Section 017836
D. Warranties shall be fully transferable.

END OF SECTION

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SECTION 024100 DEMOLITION

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Removal of existing surface gravel from built-up roof to accept the new re-cover system.
- B. Removal of any wet or otherwise non-functional existing insulation.
- C. Contractor shall dispose of all materials in a licensed landfill and provide the Owner with signed documentation of all materials disposed.

1.2 SUBMITTALS

- A. Submit demolition and removal procedures and schedule under provisions of Division 1.
- B. Submit record documents under provisions of Division 1.

1.3 SEQUENCING AND SCHEDULING

- A. Sequence and schedule work to accommodate Owner's use of premises.

1.4 EXISTING CONDITIONS

- A. Conduct demolition to minimize interference with adjacent roofing, roof-mounted equipment, and roof deck and structure to remain.
- B. Provide, erect, and maintain temporary barriers and security devices.
- C. Conduct operations with minimum interference to public or private thoroughfares. Maintain egress and access at all times.
- D. Do not close or obstruct roadways or sidewalks without Owner's written consent.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that areas to be demolished are clear of encumbrances.
- B. Beginning of demolition means acceptance of existing conditions.

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3.2 PREPARATION

- A. Protect existing landscaping materials, appurtenances, structures, paving, roofing and siding, roof mounted equipment, roof deck and structure, which are not to be demolished.
- B. Verify abandoned equipment and penetrations to be removed and obtain written confirmation from Owner's representative prior to removal and repair of deck opening.

3.3 EXECUTION

- A. Contractor shall only perform demolition at areas that can be recovered watertight in the same day. Contractor shall not leave demolished materials in a non-watertight condition overnight.
- B. Evenly cut edges of existing materials that are to be expanded, replaced, or modified.
- C. Cease operations and notify Owner immediately if adjacent structures or materials appear to be endangered. Do not resume operations until corrective measures have been taken.
- D. Except when instructed otherwise, immediately remove demolished material from site daily.
- E. Remove materials to be re-installed or retained by Owner in a manner to prevent damage.
- F. Do not burn or bury materials onsite.
- G. Remove demolished materials from site daily as the work progresses. Keep common areas free of debris at all times. Leave site in clean condition.
- H. Stop demolition work and notify the Owner and Roof Consultant immediately if suspected hazardous or unknown materials are encountered.
- I. Exercise care in demolition work to prevent damage to interior finishes.

END OF SECTION

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SECTION 061050 ROUGH CARPENTRY

PART I - GENERAL

1.1 SECTION INCLUDES

- A. All materials and labor for work requiring new lumber such as nailers and curbs will be provided and installed by Contractor.

1.2 QUALITY ASSURANCE

- A. Rough Carpentry Lumber: Visible grade stamp of agency certified by SFPA.
- B. Provide Underwriters' Laboratories (UL) approved identification for fire resistant treated materials.

1.3 REGULATORY REQUIREMENTS

- A. Conform to applicable building code, latest edition, for fire retardant requirements of wood.
- B. Conform to FM Loss Data Bulletin I-49 for securement requirements.

1.4 SUBMITTALS

- A. Submit shop drawings and product data under provisions of Section 013300.
- B. Indicate materials, fastening methods, accessories, and locations.
- C. Submit manufacturer's certifications under provisions of Section 013300 that wood treatment is in accordance with applicable requirements.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Lumber and Wood Cants: No. 2 Grade Yellow Pine, Standard Douglas Fir.
- B. Curbs and curb extensions: No. 2 grade yellow pine, Standard Douglas Fir, pressure treated, KDAT 19%.
- C. Plywood: Wolmanized, 5/8-inch, exterior grade CDX or better, APA grade marked.

2.2 WOOD TREATMENT

- A. Wood Preservative (Pressure Treatment): Shop pressure treatment using waterborne preservatives; 0.25 pounds per cubic foot of preservative, kiln dried after treatment (KDAT) to maximum 19 percent moisture content, meeting Federal Specification TT-W-550, or the latest Federal approval for wood preservative pressure treatment.

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2.3 SCHEDULE OF FASTENERS

A. Fasteners – General:

1. Exposed fasteners: non-ferrous stainless steel with bonded neoprene washers.
2. Fasteners compatible to all materials to which they come in contact so that dielectric corrosion does not occur.

B. Wood Nailer Fasteners:

1. Wood Substrate: Non-ferrous stainless steel screws, gauge and length to suit application and as necessary to penetrate underlying wood support members a minimum of 1-1/4 inch. Each screw to have a minimum pull out resistance of 100 pounds.
2. Metal Substrate: A No. 12 Factory Mutual approved, fluorocarbon coated roofing screw.
3. Concrete or masonry surfaces: Non-ferrous stainless steel anchor with expansion shank, length as recommended by manufacturer for minimum 1,000 pound pull-out resistance.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that surfaces are ready to receive work.
- B. Verify mechanical, electrical, and building items affecting work of this Section are placed and ready to receive this work.
- C. Beginning of installation means acceptance of existing conditions.

3.2 PREPARATION

- A. Before installation, prime paint wood surfaces of items or assembles to be in contact with cementitious materials.

3.3 INSTALLATION

- A. Set and secure materials and components in place, plumb and level.
- B. Install components with approved fasteners suited to materials.
- C. Curbs:
 1. Install new wood to provide total height of a minimum of 8 inches above the finished roof surface, and to allow for height of tapered insulation system and crickets, as applicable.
 2. Fasten securely to substrate.
 3. Treat surfaces exposed by cutting as recommended by preservative manufacturer.
 4. Fasten wood curb to nailer prior to installation with appropriate wood nailer fasteners on 12-inch centers.
- D. Wood Nailer Installation: Attach nailers to wood substrates with two rows of appropriate fasteners on 12-inch centers, or as shown in Drawings. Offset fasteners from underlying wood nailer fasteners.

END OF SECTION

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SECTION 07220 ROOF AND DECK INSULATION

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Roof and Deck Insulation.

1.2 RELATED WORK

- A. Section 06100 – Rough Carpentry
- B. Section 07015 – Preparation for Reroofing
- C. Section 07530 – Fully Adhered Single-Ply Membrane System
- D. Section 07600 – Flashing and Sheet Metal

SYSTEM DESCRIPTION

- A. New Roof System Insulation: Rigid insulation board consisting of two (2) layers (1.5") inch polyiso rigid insulation board as specified to achieve a complete and proper substrate for the specified roof membrane system.
- B. ½" High Density polyiso board.
- C. Tapered Polyisocyanurate Insulation for crickets, saddles and sumps: ASTM C1289, closed cell foam core bonded to fiberglass facers top and bottom, slope as required to achieve minimum two times the opposing slope per foot; minimum ¾-inch starting thickness and maximum thickness of 2"; 4'x4' maximum board dimension.

1.4 SUBMITTALS

- A. Submit manufacturer's installation instructions, samples and product data, in accordance with the provisions of Section 01300.
- B. Submit two full size samples of each insulation board type and thickness.
- C. Submit manufacturer's certificate, in accordance with the provisions of Section 01300, that products meet or exceed specified requirements.
- D. Submit certification from roof membrane manufacturer that board insulation materials are acceptable for use with roof membrane materials.

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- E. For mechanically attached systems, submit results of the fastener pull-out resistance testing. Provide fastener pull-out resistance test results. Pull-out resistance testing is to be performed by a technical representative of the fastener manufacturer. A minimum number resistance tests shall be performed and documented. Any pull tests falling below the value required by the system manufacturer shall be re-tested in the same vicinity of the low value test.

1.5 STORAGE AND HANDLING

- A. Store products of this Section in lockable watertight storage containers.
- B. Rooftop storage shall be limited to quantities of material that can be installed daily. No overnight rooftop storage of materials is permitted.

PART 2 - PRODUCTS

2.1 INSULATION BOARD

- A. Polyiso Rigid Insulation Board: , closed cell foam core bonded to fiberglass facers top and bottom, in compliance with ASTM C 1289

Thickness: two (2) layers of 1.5" polyiso.

One (1) layer of ½" HD polyiso.

- C. Tapered Polyisocyanurate Insulation for crickets, saddles and sumps: ASTM C1289, closed cell foam core bonded to fiberglass facers top and bottom, slope as required to achieve minimum two times the opposing slope per foot; minimum ¾-inch starting thickness and maximum thickness of 2"; 4'x4' maximum board dimension.

2.2 FASTENERS

- A. Fasteners and Plates: Polymer coated case-hardened steel screw with pre- assembled galvanized steel plate, as approved by the insulation and membrane manufacturer to be included in their System Warranty.
- B. Bead Adhesive: Insulation manufacturer's recommended bead adhesive, with bead spacing as recommended by manufacturer.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Clean deck. If necessary, repair deteriorated or non-serviceable steel deck in accordance with Section 07015.

3.2 INSTALLATION

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- A. Verify and document in Daily Report that the existing deck/substrate is functional; insulation board is free from moisture and suitable as substrate for roof membrane.
- B. Install insulation in accordance with the primary roofing materials manufacturer's latest published recommendations.

END OF SECTION

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**SECTION 07530
THERMOPLASTIC TPO MEMBRANE SYSTEM**

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Base Bid: Installation of fully adhered TPO roof membrane and flashings.

- B. The roof system (membrane, flashings, accessories, and insulation) shall qualify for the Manufacturer's Twenty (20) Year No Dollar Limit (NDL) System Guarantee. The Warranty shall be fully transferable.

1.2 RELATED SECTIONS

- A. Section 06100 – Rough Carpentry
- B. Section 07220 – Roof and Deck Insulation
- C. Section 07600 – Flashings and Sheet Metal

1.3 EXTENT OF WORK

- A. Provide all labor, material, tools, equipment, and supervision necessary to complete the installation of a .060" (60-mil) thick, white, reinforced TPO (Thermoplastic Polyolefin) membrane, and flashings as specified herein and as indicated on the Drawings in accordance with the manufacturer's most current specifications, details, and the Specifications and Drawings, whichever is more stringent.
- B. Contractor shall be fully knowledgeable of all requirements of the Contract Documents and shall make themselves aware of all job site conditions that will affect their work.
- C. Contractor shall confirm all given information and advise the Roof Consultant and Architect, prior to bid, of any conflicts that will affect their cost proposal.
- D. Any Contractor who intends to submit a bid using a roofing system other than the approved manufacturers must submit for pre-qualification in writing a minimum of four calendar days prior to the bid date. Any Contractor who fails to submit all information as requested will be subject to rejection. Bids stating "as per plans and specs" will be unacceptable.

1.4 SUBMITTALS

- A. Prior to starting work, the Contractor must submit the following:
 - 1. Shop drawings showing layout, details of construction and identification of materials.

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2. Sample of the manufacturer's Twenty (20) Year NDL Membrane System Warranty, and copy of the Application for Warranty.
 3. Submit a letter of certification from the manufacturer, which certifies that the Contractor has been authorized a minimum of 5 years to install the manufacturer's Twenty Year NDL System Warranty and list foremen who have received training from the manufacturer along with the dates training was received.
 4. For mechanically fastened systems, certification from the membrane manufacturer indicating the fasteners are capable of providing a static back out resistance of 300 pounds minimum.
 5. Certification from the membrane manufacturer indicating the membrane thickness over the reinforcing scrim (top ply membrane thickness) is nominal .015" (15-mil).
 6. Certification of the manufacturer's warranty reserve.
 7. Copy of the Energy Star Rebate Application to the primary electric power provider for the Project, as applicable.
 8. Copy of the pre-existing damage documentation.
- B. Upon completion of the installed work, submit:
1. Copies of the manufacturer's final inspection prior to the issuance of the manufacturer's warranty.

1.5 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Deliver materials to the job site in the manufacturer's original, unopened containers or wrappings with the manufacturer's name, brand name and installation instructions intact and legible. Deliver in sufficient quantity to permit work to continue without interruption.
- B. No overnight rooftop storage will be permitted.
- C. Comply with the manufacturer's written instructions for proper material storage.
 1. Store membrane in the original undisturbed plastic wrap in a cool, shaded area and cover with light-colored, breathable, waterproof tarpaulins. Membrane that has been exposed to the elements for approximately 7 days must be prepared with manufacturer's membrane cleaner prior to hot air welding.
 2. Store curable materials (adhesives and sealants) between 60 degrees F and 80 degrees F in dry areas protected from water and direct sunlight. If exposed to lower temperature, restore to 60 degrees F minimum temperature before using.
 3. Store materials containing solvents in dry, well-ventilated spaces with proper

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fire and safety precautions. Keep lids on tight. Use before expiration of their shelf life.

- D. Any materials which are found to be damaged shall be removed and replaced at the applicator's expense.

1.6 WORK SEQUENCE

- A. Schedule and execute work to prevent leaks and excessive traffic on completed roof sections. Care should be exercised to provide protection for the interior of the building and to ensure water does not flow beneath any completed sections of the membrane system.
- B. Furnish and install temporary membrane protection for all foot and equipment traffic required over newly installed completed roofing sections.
- C. Do not disrupt activities in occupied spaces.

1.7 USE OF THE PREMISES

- A. Before beginning work, the Contractor must secure approval from the building owner's representative for the following:
 - 1. Areas permitted for personnel parking.
 - 2. Access to the site.
 - 3. Areas permitted for storage of materials and debris.
 - 4. Areas permitted for the location of cranes, hoists and chutes for loading and unloading materials to and from the roof.

1.8 EXISTING CONDITIONS

- A. If discrepancies are discovered between the existing conditions and those noted on the drawings, immediately notify the Architect and Roof Consultant by phone and solicit the manufacturer's approval prior to commencing with the work. Necessary steps shall be taken to make the building watertight until the discrepancies are resolved.

1.9 TEMPORARY FACILITIES AND CONTROLS

- A. Temporary Utilities:
 - 1. Water, power for construction purposes and lighting are available at the site and will be made available to the Contractor, by prior approval of the Owner; and said use will not interfere with the building's operations.
 - 2. Provide all hoses, valves and connections for water from source designated by the owner when made available.
 - 3. When available, electrical power should be extended as required from the

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source. Provide all trailers, connections and fused disconnects.

B. Temporary Sanitary Facilities

1. Sanitary facilities will not be available at the job site. The Contractor shall be responsible for the provision and maintenance of portable toilets or their equal.

C. Building Site:

1. Contractor shall use reasonable care and responsibility to protect the building and site against damages. The contractor shall be responsible for the correction of any damage incurred as a result of the performance of the Contract.
2. A pre-roof construction walk-through of the interior and exterior of the building shall be performed by the Contractor's Project Manager and a representative of the Owner to document all pre-existing damage by digital photographs or by video, to be submitted to the Architect and Roof Consultant. At the end of the Project, the correction of all roof related damages not previously documented, shall be the responsibility of the Contractor to correct.
3. The Contractor shall remove all debris from the job site in a timely and legally acceptable manner so as to not detract from the aesthetics or the functions of the building.

D. Security:

1. Comply with the owner's requirements for personnel identification, inspection and other security measures.

1.10 JOB SITE PROTECTION

- A. The Contractor shall adequately protect building, paved areas, service drives, lawn, shrubs, trees, etc. from damage while performing the required work. Provide canvas, boards and sheet metal (properly secured) as necessary for protection and remove protection material at completion. The contractor shall repair or be responsible for costs to repair all property damaged during the roofing application.
- B. During the Contractor's performance of the work, the building owner will continue to occupy the existing building. The contractor shall take precautions to prevent the spread of dust and debris, particularly where such material may sift into the building. The Contractor shall provide labor and materials to construct, maintain and remove necessary temporary enclosures to prevent dust or debris in the construction area(s) from entering the remainder of the building.
- C. Do not overload any portion of the building, either by use of or placement of equipment, storage of debris, or storage of materials.
- D. Protect against fire and flame spread. Maintain proper and adequate fire extinguishers.
- E. Take precautions to prevent drains, gutters and downspouts from clogging during

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the roofing application. Remove debris at the completion of each day's work and clean drains and gutters if required. At completion, test drains and gutters to ensure the system is free running and drains are watertight. Remove strainers and plug drains in areas

Where work is in progress. Install flags or other telltales on plugs. Remove plugs each night and replace strainers.

- F. Remove all traces of piled bulk materials and return the job site to its original condition upon completion of the work.

1.11 WORKMANSHIP

- A. Applicators installing new roof, flashing and related work shall be factory trained and approved by the manufacturer they are representing.
- B. All work shall be of highest quality and in strict accordance with the manufacturer's published specifications and to the building owner's and Roof Consultant's satisfaction.
- C. Provide at least one thoroughly trained and experienced, non-working English speaking superintendent on the job at all times roofing work is in progress.

1.12 QUALITY ASSURANCE

- A. The roofing system must achieve a UL Class A and fastening pattern equal to FM 1-75 rating.
- B. Unless otherwise noted in this specification, the Contractor must strictly comply with the manufacturer's current specifications and details.
- C. The roofing system must be installed by an applicator authorized and trained by the manufacturer in compliance with shop drawings as approved by the manufacturer.
- D. Provide an adequate number of experienced workmen regularly engaged in this type of work who are skilled in the application techniques of the materials specified.
- E. There shall be no deviations made from this specification or the approved shop drawings without the prior written approval of the Architect and Roof Consultant. Any deviation from the manufacturer's installation procedures must be supported by a written certification on the manufacturer's letterhead and presented for the Architect and Roof Consultant's consideration.
- F. Before commencement of the roof construction, the Contractor shall arrange for inspections to be made by a non-sales technical representative of the membrane manufacturer, as follows:
 1. On the first day of roof membrane installation;
 2. A minimum of one interim inspection;
 3. A final inspection in order to determine whether or not corrective work will be required before the warranty will be issued.

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4. Notify the Architect and Roof Consultant seventy-two (72) hours prior to the manufacturer's inspections, and coordinate the inspection visits to coincide with visits by the Contractor's Project Manager, and the Roof Consultant.
5. Provide copies of the membrane manufacturer's inspection reports to the Architect and Roof Consultant not later than five (5) calendar days following the inspection.

1.13 JOB CONDITIONS, CAUTIONS AND WARNINGS

- A. Material Safety Data Sheets (MSDS) must be on location at all times during the transportation, storage and application of materials.
- B. When positioning membrane sheets, locate all field splices away from low spots and out of drain sumps. All field splices shall be shingled to prevent bucking of water.
- C. When loading materials onto the roof, the installer must comply with the requirements of the building owner to prevent overloading and possible disturbance to the building structure.
- D. Proceed with roofing work only when weather conditions are in compliance with the manufacturer's recommended limitations, and when conditions will permit the work to proceed in accordance with the manufacturer's requirements and recommendations.
- E. Proceed with work so new roofing materials are not subject to construction traffic. When necessary, new roof sections shall be protected and inspected upon completion for possible damage.
- F. Provide temporary protection, such as 3/4 inch thick plywood over minimum 1-inch thick rigid insulation board, for all roof areas exposed to traffic during construction. Plywood must be smooth and free of fasteners and splinters. Ensure temporary protection is weighed down to prevent wind uplift.
- G. The surface on which the insulation or roofing membrane is to be applied shall be clean, smooth, dry, and free of projections or contaminants that would prevent proper application of or be incompatible with the new installation, such as fins, sharp edges, foreign materials, oil and grease.
- H. New roofing shall be complete and weathertight at the end of each workday.
- I. Contaminants such as grease, fats and oils shall not be allowed to come in direct contact with the roofing membrane.
- J. Pro-rated System Warranties shall not be accepted. The System Warranty shall be fully transferable, and transfer of the Warranty shall not be unreasonably withheld.

Evidence of the manufacturer's warranty reserve shall be included as part of the project submittals for the Roof Consultant's approval.

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PART 2 - PRODUCTS

2.1 GENERAL

- A. All components of the specified roofing system shall be products of the following approved manufacturers:
1. Carlisle-Syntec
 2. GAF Mfr.
 3. Firestone Building Products
 4. Pre-bid approved equivalent.
- B. All products (including insulation, fasteners, fastening plates and edgings) must be manufactured and supplied by the roofing system manufacturer and covered by the warranty. Any products required by the Project not manufactured by the roofing system manufacturer shall be approved for use, in writing, by the roofing systems manufacturer.

2.2 MEMBRANE

- A. Furnish .060" (60-mil) thick, white reinforced TPO (Thermoplastic Polyolefin) membrane as needed to complete the roofing system. Membrane thickness over the reinforcing scrim (top-ply thickness) shall be nominal .015" thick (15-mil).

2.3 INSULATION/UNDERLAYMENT

- A. The rigid insulation board shall be as specified in Section 07220.

2.4 ADHESIVES AND CLEANERS

All products shall be furnished by the primary membrane manufacturer, and specifically formulated for the intended purpose.

- A. Bonding Adhesive
- B. Edge Sealant
- C. Water Cut-Off Mastic and Sealant
- D. Pocket Sealant
- E. Membrane Cleaner

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2.5 FASTENERS AND PLATES

- A. Seam Fastening Plates at Concrete Walls: 1-1/4" long expansion anchor with a zinc plated steel drive pin, 8 inches on center maximum, with 3" diameter round galvanized plate.

PART 3 - EXECUTION

3.1 GENERAL

- A. Inspect the deck/existing spudded roof assembly and verify preparation to provide an installation of the membrane system.
- B. Comply with the manufacturer's published instructions for the installation of the membrane roofing system including proper substrate preparation, jobsite considerations and weather restrictions.
- C. Position sheets to accommodate contours of the roof deck and shingle splices to avoid bucking water.

3.2 MEMBRANE PLACEMENT AND ATTACHMENT

- A. Unroll and position membrane without stretching. Provide and secure both perimeter and field membrane sheets in accordance with the manufacturer's most current specifications, details, the Contract Document Specifications and Drawings, and FM 1-75.
- B. Secure the membrane with bonding adhesive, in strict accordance with the manufacturer's requirements to qualify for a Twenty (20) Year NDL system warranty.
- C. Install adjoining membrane sheets in the same manner in accordance with the manufacturer's specifications.

3.3 MEMBRANE SPLICING/HOT AIR WELDING PROCEDURES

- A. Perform calibration test of the automatic hot air welding machine or hot air hand welder in accordance with the manufacturer's specifications, with Roof Consultant present prior to commencing installation. Record calibration test in Daily Logs.
- B. Hot air weld the membrane using the calibrated automatic hot air welding machine or hot air hand welder in accordance with the manufacturer's specifications. At all splice intersections, roll the seam with a silicone roller prior to membrane seam cooling.
- C. Probe all seams once the hot air welds have thoroughly cooled (approximately 30 minutes). Document in Daily Log that all seams have been probed and the results of probes. Provide a minimum of two (2) side lap seam "tear" samples, indicating compliant seaming as indicated by exposed scrim in lap "tear".
- D. Date and retain samples including one (1) dated sample for Roof Consultant's Field Observer.
- E. Repair all seam deficiencies the same day they are discovered. Document in Daily Log

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when deficient seams are discovered and repaired.

- F. Apply cut edge sealant on all cut edges of reinforced membrane (where the scrim reinforcement is exposed) after seam probing is complete.

3.4 FLASHING

- A. Flashing of parapets, curbs, expansion joints and other parts of the roof must be performed using reinforced TPO membrane.
- B. Non-reinforced TPO membrane can be used for flashing pipe and tube penetrations, sealant pockets, scuppers, as well as inside and outside corners, only when the use of pre-fabricated accessories is not feasible, in accordance with the membrane manufacturer, Contract Document requirements, and if approved by Roof Consultant in writing.

3.5 WALKWAYS

- A. Install walkway pads where shown in the Drawings, and as required by the membrane manufacturer.
- B. Hot air weld walkway pads to the membrane in accordance with the manufacturer's specifications.

3.6 DAILY SEAL

- A. On phased roofing, when the completion of flashings and terminations is not achieved by the end of the work day, a daily seal must be performed to temporarily close the membrane to prevent water infiltration.
- B. Complete an acceptable membrane seal in accordance with the manufacturer's requirements.

3.7 CLEAN UP

- A. Perform daily clean-up to collect all wrappings, empty containers, paper, and other debris from the project site. Remove all debris from roof on a daily basis. Overnight storage of debris is prohibited. Upon completion, all debris must be disposed of in a legally acceptable manner.
- B. Prior to the manufacturer's inspection for warranty and request for Substantial Completion site visit, the applicator must perform a pre-inspection to review all work and to verify all flashing has been completed as well as the application of all caulking. Submit pre-inspection report to Architect and Roof Consultant no later than three (3) calendar days following inspection.

END OF SECTION

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SECTION 076000 FLASHING AND SHEET METAL

PART I - GENERAL

1.1 WORK INCLUDED

- A. Install flashing and sheet metal as indicated on Drawings and in these specifications as required for a complete and proper installation. The following items are included:
 - 1. Curb Flashing.
 - 2. Counter flashing.
 - 3. Counter flashing and termination bars, roof mounted mechanical equipment, vent stacks, and other terminations.
 - 4. Coping cap metal.

1.2 RELATED WORK

- A. Section 07015 – Preparation for Reroofing
- B. Section 06100 – Rough Carpentry
- C. Section 07220 – Roof And Deck Insulation
- D. Section 07530 – Fully Adhered Single Ply Membrane System

1.3 SUBMITTALS

- A. Submit shop drawings and product data under provisions of Section 01300.
- B. Describe material profile, jointing pattern, jointing details, fastening methods, and installation details.
- C. Submit samples under provisions of Section 01300.
- D. Provide full sized sample of metal flashing and post supports illustrating typical seam, external corner, internal corner, material, and finish.

1.4 QUALITY ASSURANCE

- A. Perform work in accordance with SMACNA and NRCA standard details and requirement.

1.5 QUALIFICATIONS

- A. Company specializing in sheet metal flashing work with a minimum of 10-years documented experience.

1.6 STORAGE AND HANDLING

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- A. Stack pre-formed materials to prevent twisting, bending, or abrasion, and to provide ventilation.
- B. Prevent contact with materials during storage that may cause discoloration, staining, or damage. "White rust" is considered damage and is cause for rejection.
- C. Deliver materials to the job site in the manufacturer's original, unopened packages and containers bearing manufacturer's name and label.

1.7 WARRANTY

- A. Sheet Metal work and accessories to be included in Two-Year Contractor's Warranty.
- B. Provide pre-finished metal manufacturer's twenty-year coating guarantee.
- C. Provide pre-finished metal manufacturer's twenty-year galvanized steel guarantee.

PART 2 - PRODUCTS

2.1 SHEET METALS

- A. Sheet metal flashing: 24 gauge galvanized steel.
- B. Sheet metal flashing:
 - 1. Base Bid: 24 gauge galvanized steel, TPO coated metal.
- C. Pre-finished metal: 24 gauge galvanized steel, Kynar 500.
- D. Lead: FS QQ-L-171e, hard lead, containing no less than 4 percent or more than 6 percent antimony.
- E. Copper: 16 oz. sheet

2.2 SHEET METAL COMPONENTS (as applicable)

- A. Counterflashing: 24 gauge galvanized steel.
- B. Edge flashing, Expansion Joint Covers, Coving, Conductor heads, Gutters, and Downspouts: Pre-finished 24 gauge galvanized steel.
- C. Two-piece fascia extension is required whenever fascia vertical height exceeds 8 inches.
- D. Downspout Hangers: Minimum 1/8-inch by 1-inch galvanized steel.
- E. Cover Plates, End Caps and Miscellaneous Sheet Metal: Same materials, gauge and profile as edge metal or expansion joint material.
- F. Cleats: 22 gauge galvanized steel.

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- G. Tubular Penetration Sleeves and Rain Hoods: Minimum 24 gauge galvanized steel.
- H. Lead Sleeves: Minimum 2 1/2-pound lead.
- I. Splash Block: Pre-cast concrete at ground level, where downspout discharges on surfaces other than asphalt or concrete only.
- J. Termination Bar: 1/8-inch by 1-inch galvanized bar with pre-drilled holes minimum 8-inches on center.

2.3 ACCESSORIES

- A. Solder: ANSI/ASTM B 32 50/50 type.
- B. Elastomeric Membrane: 30 mil-thick PVC vinyl water barrier.
- C. Ice and Water Shield: as manufactured by W. R. Grace and Company, or approved equivalent.
- D. Clamping Collar: Stainless steel of size necessary to fit over vent or pipe circumference, as applicable.
- E. Self-Sealing Moisture Barrier Sheet: Heat resistant, self-adhering moisture barrier.

2.4 SEALANT

- A. Type I: Application exposures to sunlight, ASTM C-920-87, Federal Specification TT-S- 00230-C one component gun-grade polyurethane sealant suitable for continuous immersion and resistant to asphalt products.
- B. Type II: Applications not exposed to sunlight, butyl rubber based.
- C. Hot vent sealant: one component neutral moisture curing silicone sealant.

2.5 SCHEDULE OF FASTENERS

- A. Exposed fasteners: Shall be non-ferrous stainless steel with stainless steel bonded neoprene or EPDM washers.
- B. Fasteners shall be compatible to all materials to which they come in contact.
- C. Cleat, Counter-flashing, and Surface Fastened Components.
 - 1. Wood Substrate: No. 10 non-ferrous stainless steel wood screws with stainless steel bonded neoprene washers of length necessary to penetrate wood substrate one inch.
 - 2. Metal Substrate: Minimum No. 10 non-ferrous stainless steel sheet metal screws or as necessary to suit application with stainless steel bonded neoprene washers.

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- D. Blind Pop-Rivets: Non-ferrous Stainless steel.

2.6 FABRICATION

- A. Form sections to match existing profiles, true to shape, accurate in size, square, and free from distortion or defects.
- B. Fabricate continuous cleats and starter strips of same material as sheet, inter-lockable with sheet.
- C. Form pieces in longest practical lengths.
- D. Hem exposed edges of metal 1/2-inch; miter and seam corners.
- E. Form materials with cover plate seam.
- F. Fasten and seal metal joints.
- G. Fabricate corners from one piece with minimum 18-inch and maximum 36-inch long legs; fasten for rigidity, seal with sealant.
- H. Fabricate vertical faces with bottom edge formed outward 1/4-inch and hemmed to form drip.
- I. Form edge metal/fascia as existing profiles as specified herein and as shown on Drawings.
- J. Form sections square, true, and accurate in size, in maximum possible lengths and free of distortion or defects detrimental to appearance or performance. Allow for expansion at joints
- K. Enlarge holes for fastening counter flashing, coping, and pressure bars as necessary to allow for thermal expansion and contraction. Cover exposed holes with appropriate washers.
- L. All fabrication and installation of sheet metal shall be in accordance with the latest published SMACNA and NRCA guidelines and recognized roofing and sheet metal industry standards.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify roof openings, curbs, pipes, sleeves, ducts, or vents through roof are solidly set, and cant strips in place, and nailing strips located.
- B. Verify membrane termination and base flashings are in place, sealed, and secure.
- C. Beginning of installation means acceptance of existing conditions.

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3.2 PREPARATION

- A. Field measure site conditions prior to fabricating work.
- B. Apply bituminous protective backing on surfaces in contact with dissimilar materials.
- C. Tie-ins or contact with dissimilar metals: Install separation layer of elastomeric membrane between metal surfaces.

3.3 INSTALLATION - GENERAL

- A. Provide flashings of materials indicated on Drawings at all junctures of the roof with perimeters, curbs, mechanical, electrical equipment, etc., that a completely watertight installation is achieved.
- B. Fabricate and install sheet metal work with lines, arises and angles sharp and true, and plane surfaces free from warps and buckles. Bead or return all exposed edges. Tin metal for full area of contact on soldered seams and joints. Do soldering slowly with well heated coppers, thoroughly heating seams and completely filling them with solder.
- C. Prime all sheet metal to receive roofing plies or to be set in mastic.
- D. Submit details not covered in Drawings for approval by Owner or Roof Consultant.
- E. Install starter and edge strips, and cleats before starting installation.
- F. Secure flashings in place using concealed fasteners. Use exposed fasteners only in locations approved by Roof Consultant.
- G. Lock and seal all joints.
- H. Fit flashings tight in place. Make corners square, surfaces true and straight in planes, and lines accurate to profiles.
- I. Fasten sheet metal with approved fasteners at a minimum of 12 inches on centers unless otherwise specified in these Specifications or the Drawings.

3.4 TWO-PIECE COUNTERFLASHING INSTALLATION

- A. Secure counterflashing receiver over base flashing to substrate with appropriate fasteners. Secure counterflashing to receiver with stainless steel screws with bonded neoprene washers spaced 12-inches on centers.

- B. Pop-rivet and solder all seams.

3.5 CLEAT INSTALLATION

- A. Install cleats for edge/coping flashing with appropriate fasteners on eight-inch centers.

3.4 COPING CAP INSTALLATION

- A. Fabricate and install these flashings according to the latest published SMACNA and

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NRCA guidelines and in accordance with recognized roofing and sheet metal industry standards.

- B. All horizontal joints shall have a 1" standing seam as shown in the Drawings.
- C. Vertical flanges shall have a minimum height of three (3) inches. High side (outside) shall be cleated continuously; other side mechanically fastened as shown on the drawings.
- D. All corners shall be shop mitered, and all shall not be more than two feet beyond a corner in either direction.

END OF SECTION

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SECTION 15000 INCIDENTAL MECHANICAL WORK

PART 1 - GENERAL

1.01 DESCRIPTION

For those Projects requiring incidental Mechanical Work; includes installation of temporary mechanical work, disconnects, reconnects, and other incidental mechanical, and plumbing work, not specified herein but necessary for the successful execution of the Work as set forth in the Contract Documents.

PART 2 - PRODUCTS

2.1 MATERIAL AND WORKMANSHIP

- A. All materials and equipment required shall be:
 - 4. Installed by mechanics skilled in their trades, working under the direct supervision of competent experienced foremen or superintendents.
 - 5. Installed in compliance with all applicable Occupational Safety and Health Administration Rules and Regulations.
 - 6. Installed in compliance with all applicable local, Ventilating, Air Conditioning, and Plumbing Codes.
- B. Prior to conducting any mechanical work, perform a complete survey of all roof top mechanical equipment with the Owner's representative to verify the functional condition of the equipment. Document the survey in writing, signed by the Owner's representative and the Contractor. Provide a copy to the Roof Consultant.

2.2 TIMELY PLACEMENT OF MATERIALS AND EQUIPMENT

- A. Install items specified in Paragraph 2.1 of this Section at the proper time during progress of construction. Coordinate work operations with other trades as necessary.

PART 3 - EXECUTION

3.01 GENERAL

- A. Install temporary mechanical work necessary to comply with the work of other Sections.
- B. Remove temporary mechanical work necessary to comply with other Sections at completion of Project and correct any damage to property.
- C. At the end of the Project, any non-functional mechanical equipment (not noted on the survey list) will be the responsibility of the Contractor to restore to functional working order.

END OF SECTION

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SECTION 16010 INCIDENTAL ELECTRICAL WORK

PART 1 - GENERAL

1.01 DESCRIPTION

- A. For those Projects requiring incidental Electrical Work: Included installation of temporary power, disconnects, reconnects, lightning arrestor systems, and other incidental electrical work necessary to perform the Work of the Contract Documents.

PART 2 - PRODUCTS

2.1 MATERIALS AND WORKMANSHIP

- A. All materials and equipment required shall be:
5. Approved by Underwriters Laboratories and so labeled.
 6. For wire and cable, marked as required by Article 310-1- National Electrical Code.
 7. Installed by mechanics skilled in their trades, working under the direct supervision of competent experience foremen or superintendents.
 8. Installed in compliance with all applicable Occupational Safety and Health Administration and applicable local electrical codes.
- B. Prior to conducting any electrical work, perform a complete survey of all roof top electrical lines and service with the Owner's representative to verify the functional condition of the electrical service. Document the survey in writing, signed by the Owner's representative and the Contractor. Provide a copy to the Roof Consultant.

2.2 TIMELY PLACEMENT OF MATERIALS AND EQUIPMENT

- A. Install items specified in Paragraph 2.01 of this Section at the proper time during progress of construction. Coordinate work operations with other trades as necessary.

PART 3 - EXECUTION

3.01 GENERAL

- A. Provide temporary electrical power as required to perform the Work of the Contract Documents.
- B. Remove all temporary electrical items at completion of Project and correct any damage to property.

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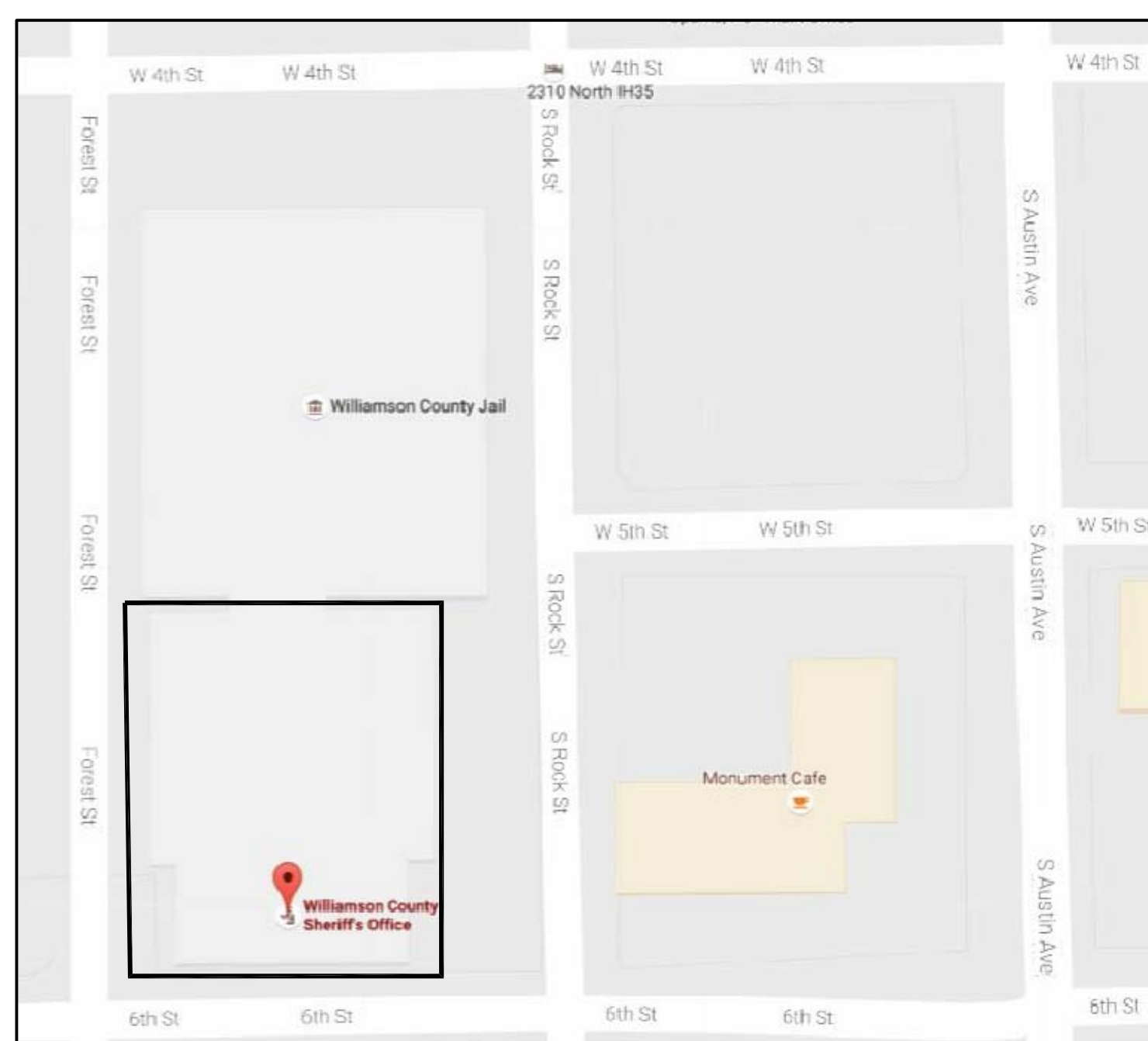
- C. At the end of the Project, any non-functional electrical service (not noted on the survey list) will be the responsibility of the Contractor to restore to functional working order.

END OF SECTION

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GEORGETOWN, TEXAS 78626



VICINITY MAP

Source: Google Maps (No Scale)



AERIAL PHOTO

Source: Google Earth Pro (No Scale)

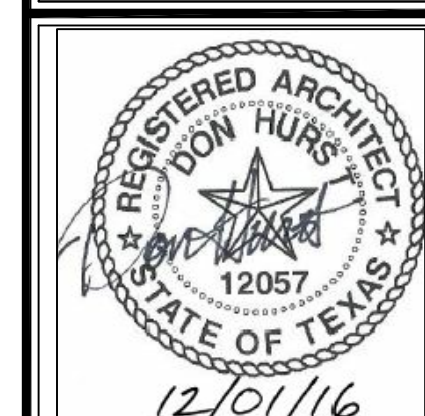
INDEX OF DRAWINGS

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R-3.1	ROOF DETAILS
R-3.2	CROSSOVER DETAIL

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508 ROCK STREET
GEORGETOWN, TEXAS 78626

REVISIONS



DATE 12/01/16
SCALE AS SHOWN
SHEET NO.

R-0.0

GENERAL NOTES

1. READ THE PROJECT MANUAL.
2. VERIFY ALL DIMENSIONS AND COORDINATE ALL DRAWINGS WITH ACTUAL FIELD CONDITIONS PRIOR TO BIDDING ON THE PROJECT. NOTIFY ROOF CONSULTANT OF ANY DISCREPANCIES PRIOR TO BIDDING.
3. COMPLY WITH THE CURRENT EDITION OF THE APPLICABLE BUILDING, PLUMBING, ELECTRIC OR FIRE CODES, OR OTHER LOCAL APPLICABLE CODE, WHICHEVER IS THE MORE STRINGENT.
4. FASTENING OR ATTACHMENT OF WOOD BLOCKING, NAILERS, STEEL ANGLES, DECKING AND SHEET METAL SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS FOR THE LATEST EDITION OF FACTORY MUTUAL BULLETIN 1-49.
5. ALL WOOD BLOCKING AND LUMBER SHALL BE KILN-DRIED AFTER TREATMENT (KDAT) AND SHALL BE SCREWED TO ANCHORING SUBSTRATE. STAGGER JOINTS WHEN STACKING LUMBER IN MULTIPLE LAYERS.
6. INSTALL A 1/2" PER FOOT MINIMUM BEVELED OR SLOPED KDAT WOOD SURFACE TO THE TOP OF COPINGS AND EXPANSION JOINTS FOR DRAINAGE. SLOPE THE TOP OF THE COPING TOWARDS THE ROOF SIDE OF THE BUILDING.
7. USE HOT DIPPED GALVANIZED FASTENERS FOR TREATED LUMBER, UNLESS SPECIFIED OTHERWISE.
8. FURNISH AND INSTALL PLYWOOD IN ACCORDANCE WITH THE AMERICAN PLYWOOD ASSOCIATION.
9. SHEET METAL WORK SHALL COMPLY WITH SMACNA.
10. PROVIDE CONTINUOUS 22 GA. GALVANIZED STEEL CLEATS WITH FASTENERS SPACED 8" O.C. AT ALL SHEET METAL GRAVEL GUARD, FASCIA AND COPING. FOR METALS OTHER THAN GALVANIZED STEEL, INSTALL CONTINUOUS CLEAT ONE GAUGE HEAVIER THAN SHEET METAL COMPONENT BEING ATTACHED. STAGGER CLEAT JOINTS FROM JOINTS OF ATTACHED COMPONENTS.
11. PROVIDE BACK-UP PLATES AND COVER PLATES AT ALL GRAVEL GUARD/FASCIA JOINTS.
12. PROVIDE CONTINUOUS WATERPROOFING MEMBRANE BETWEEN SHEET METAL AND TREATED LUMBER.
13. HEM ALL EXPOSED SHEET METAL EDGES A MINIMUM OF 1/2".
14. PROVIDE SHEET METAL COMPONENT CORNERS, INTERSECTIONS, AND TERMINATIONS WITH JOINTS SPACED A MINIMUM OF 18" IN EITHER DIRECTION.
15. SOLDER ALL VERTICAL GALVANIZED STEEL SHEET METAL JOINTS, EXCEPT FOR PRE-FINISHED GALVANIZED STEEL. POP-RIVET AND SEAL ALL VERTICAL JOINTS OF PRE-FINISHED GALVANIZED STEEL.
16. DO NOT INSTALL WATER DISCHARGE POINTS OVER DOORS, WINDOWS OR SIDEWALKS. IF THE DRAWINGS CONFLICT WITH THE ABOVE REQUIREMENT, CONTRACTOR IS RESPONSIBLE FOR NOTIFYING ROOF CONSULTANT FOR DIRECTION PRIOR TO INSTALLING.
17. PROVIDE TAPERED CRICKETS ON THE UP-SLOPE SIDE OF ALL CURBS WIDER THAN 18" PERPENDICULAR TO THE ROOF SLOPE DIRECTION.
18. MINIMUM INSULATION THICKNESS IS 1.5", UNLESS OTHERWISE SPECIFIED OR SHOWN IN DRAWINGS.
19. PROVIDE A MINIMUM BASE FLASHING HEIGHT OF 8" ABOVE THE PLANE OF THE FINISHED ROOF FOR ALL CURBS. CONTRACTOR IS RESPONSIBLE FOR VERIFYING IF GREATER THAN 8" BASE FLASHING HEIGHT IS SPECIFIED OR SHOWN IN DRAWINGS.
20. PROVIDE TWO-PIECE COUNTERFLASHING AND RECEIVER FOR ALL ROOFTOP EQUIPMENT CURBS.
21. PROVIDE WOOD BLOCKING BENEATH ALL EMBEDDED METAL FLASHINGS. WOOD BLOCKING SHALL EXTEND A MINIMUM OF 1-1/2" PAST THE METAL FLANGE OF THE FLASHING.

GENERAL NOTES FOR MECHANICAL ROOF PENETRATIONS:

1. INSTALL MECHANICAL EQUIPMENT OR ACCESSORY CURBS TO BEAR ON STRUCTURAL ROOF DECK. ALL ROOFTOP MEP EQUIPMENT SHALL BE SUPPORTED BY KDAT WOOD CURBS WITH MINIMUM 8" BASE FLASHING HEIGHT.
2. INSTALL MECHANICAL EQUIPMENT CURB BASE FLASHING AND SHEET METAL COUNTERFLASHING PRIOR TO SETTING EQUIPMENT ON CURB. PROVIDE MINIMUM 1" CLEARANCE BETWEEN OUTSIDE SURFACE OF CURB AND INSIDE SURFACE OF EQUIPMENT FLANGE. DO NOT INSTALL EQUIPMENT PRIOR TO OBSERVATION AND ACCEPTANCE BY ROOF CONSULTANT.
3. SCOPE OF WORK FOR RAISING MECHANICAL EQUIPMENT CURBS TO SPECIFIED HEIGHTS INCLUDES MODIFYING ALL MECHANICAL, ELECTRICAL AND PLUMBING ASSOCIATED WITH THE EQUIPMENT FOR A COMPLETE OPERATIONAL ASSEMBLY THAT MEETS CURRENT CODE REQUIREMENTS. WORK SHALL BE PERFORMED BY LICENSED INSTALLERS FOR THE APPLICABLE TRADE.
4. SUPPORT ALL ROOF MOUNTED PIPING AND CONDUIT WITH SPECIFIED PIPE HANGERS OR APPROVED EQUIVALENT, SPACED MAXIMUM 10 FEET O.C. COMPLY WITH MANUFACTURER'S INSTALLATION REQUIREMENTS. SUPPORT PIPE AND CONDUIT SO THAT BOTTOM ELEVATION OF PIPE OR CONDUIT IS A MINIMUM OF 6" ABOVE THE PLANE OF THE FINISHED ROOF.

GENERAL SCOPE OF WORK, ROOF SURFACES A, B, C:

Note: the below list is intended as a general description. Contractor shall refer to all drawings and specifications for scope items not listed below.

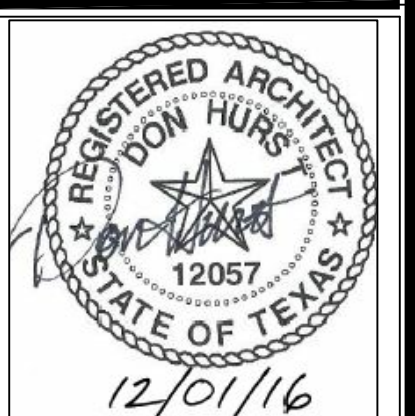
A. BASE AND ALTERNATE BIDS -GRAVEL SURFACED ROOFS (AREAS A, B, C AS INDICATED IN PROJECT DRAWINGS): SCOPE OF WORK COVERED BY THE CONTRACT DOCUMENTS INCLUDES THE FOLLOWING ROOF IMPROVEMENTS AT THE PROJECT:

1. VACUUM AND DISPOSE EXISTING LOOSE GRAVEL FROM THE MULTI-PLY BUILT-UP ROOF MEMBRANE.
2. IDENTIFY AND REPLACE ANY WET INSULATION MATERIAL ON A PER-UNIT COST BASIS AS SPECIFIED.
3. FURNISH AND FULLY ADHERE TWO (2) LAYERS 1.5" POLYISOCYANURATE (ISO) INSULATION.
4. FURNISH AND FULLY ADHERE ONE (1) LAYER 1/2" HIGH DENSITY ISO INSULATION.
5. FURNISH AND FULLY ADHERE 60-MIL TPO ROOF MEMBRANE AND ASSOCIATED FLASHINGS.
6. ROOF SYSTEM SHALL BE U.L. CLASS A FIRE-RATED, AND SHALL QUALIFY FOR THE ROOF MEMBRANE MANUFACTURER'S 20-YEAR NO DOLLAR LIMIT (NDL) GUARANTEE.
7. INSTALL NEW RETROFIT PRIMARY AND OVERFLOW ROOF DRAINS.
8. INSTALL NEW 24-GUAGE TPO COATED METAL SCUPPERS.
9. INSTALL WOOD NAILERS OVER THE EXISTING STONE COPING AT THE PARAPET WALLS AND INSTALL NEW SHEET METAL COPING CAP SYSTEM AS SPECIFIED.
10. JOINT SEALANTS:
BASE BID: REPLACE CONTROL JOINT MASONRY SEALANTS AT ALL EXTERIOR WALLS
ALTERNATE BID: REPLACE CONTROL JOINT MASONRY SEALANTS AT ALL INTERIOR WALLS OF RECREATION AREA
11. COORDINATE WITH LIGHTNING PROTECTION COMPANY THE DIS-CONNECT, RE-CONNECT AND RE-CERTIFICATION OF THE EXISTING LIGHTNING ARRESTOR SYSTEM.

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ROOF IMPROVEMENTS - 2016
WILLIAMSON COUNTY JAIL AND SHERIFF'S OFFICE
508 ROCK STREET
GEORGETOWN, TEXAS 78626

REVISIONS

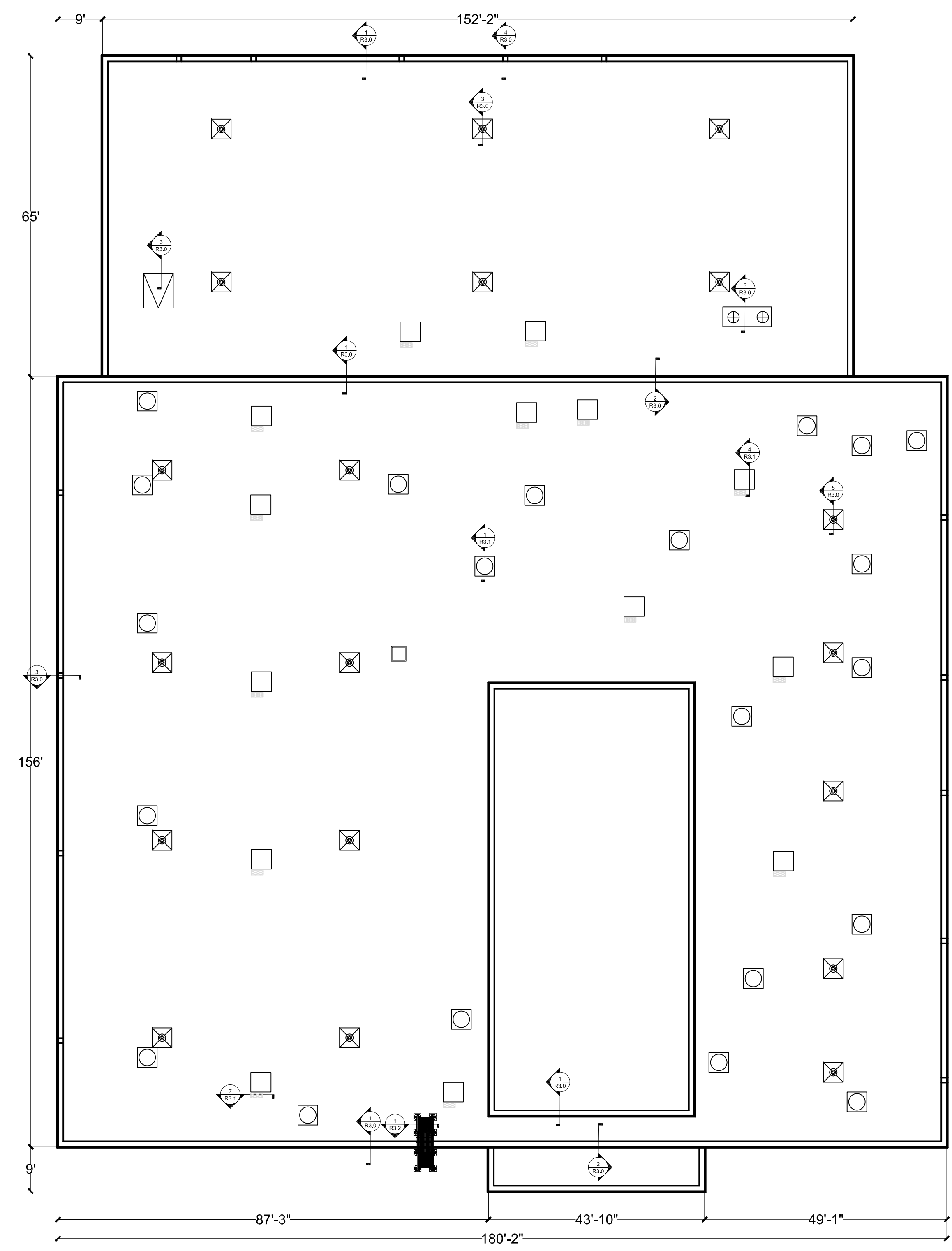


DATE 12/01/16
SCALE AS SHOWN
SHEET NO.

R-1.0

ROOF PLAN LEGEND

	EXHAUST FAN ON CURB
	DIRECTION OF SLOPE
	ROOFTOP UNIT ON CURB
	OVERFLOW DRAIN
	PRIMARY ROOF DRAIN WITH 4"x4" PER FOOT TAPERED SUMP
	ROOF HATCH
	EXHAUST FAN TOWER ON CURB WITH GUY WIRES
	THRU WALL ROOF SCUPPER
	MIF WALK TREAD MATERIAL
	CROSSOVER

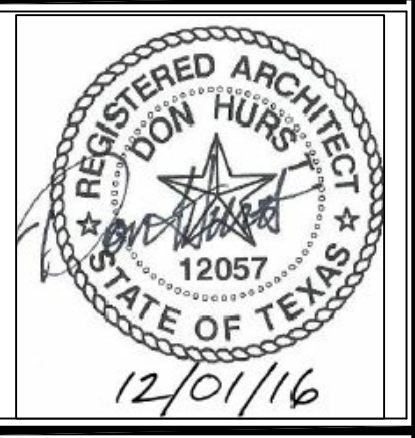


1 WILLIAMSON COUNTY JAIL AND SHERIFF'S OFFICE ROOF PLAN
 SCALE: 1/16"=1'-0"

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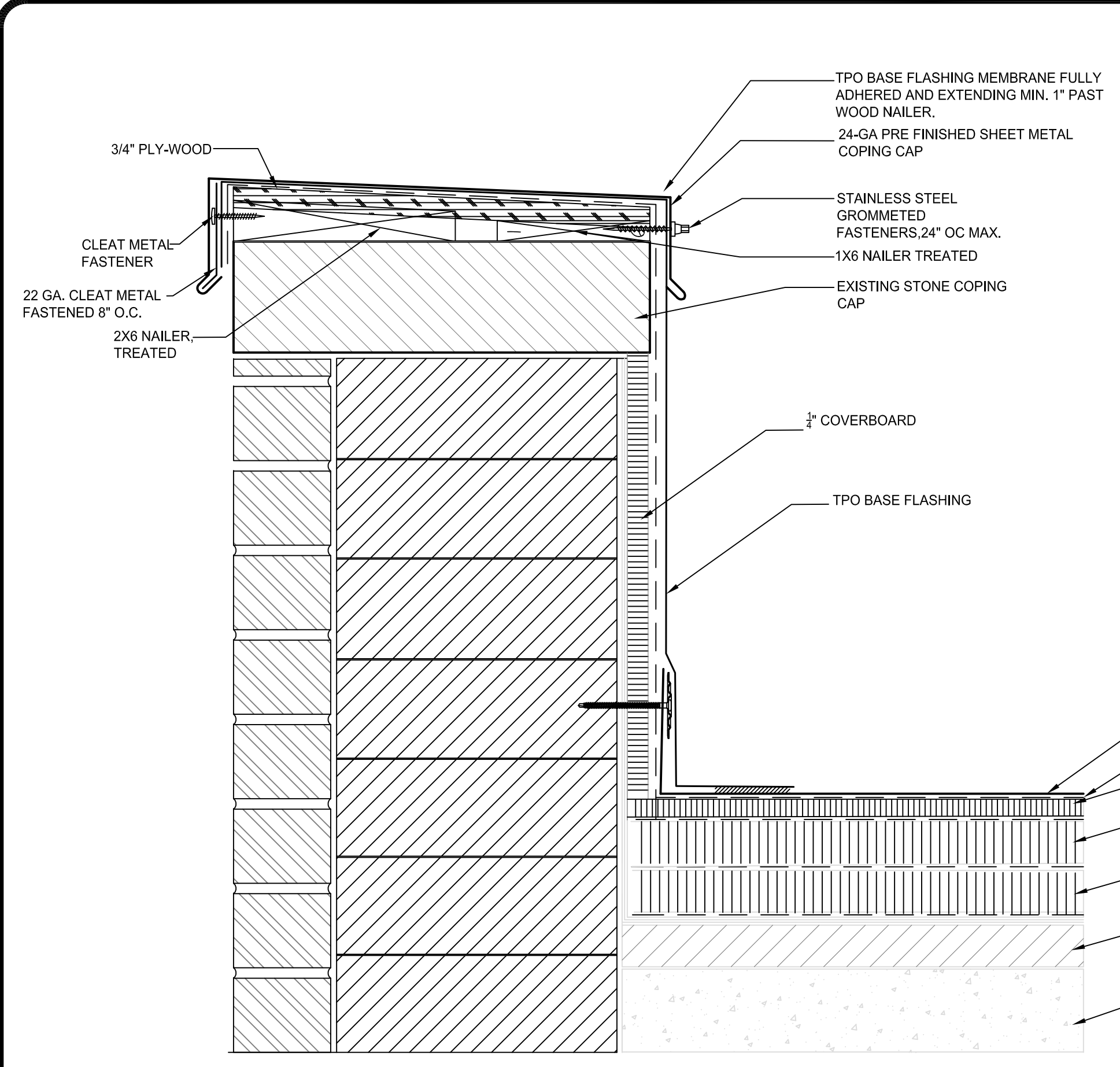
ROOF IMPROVEMENTS - 2016
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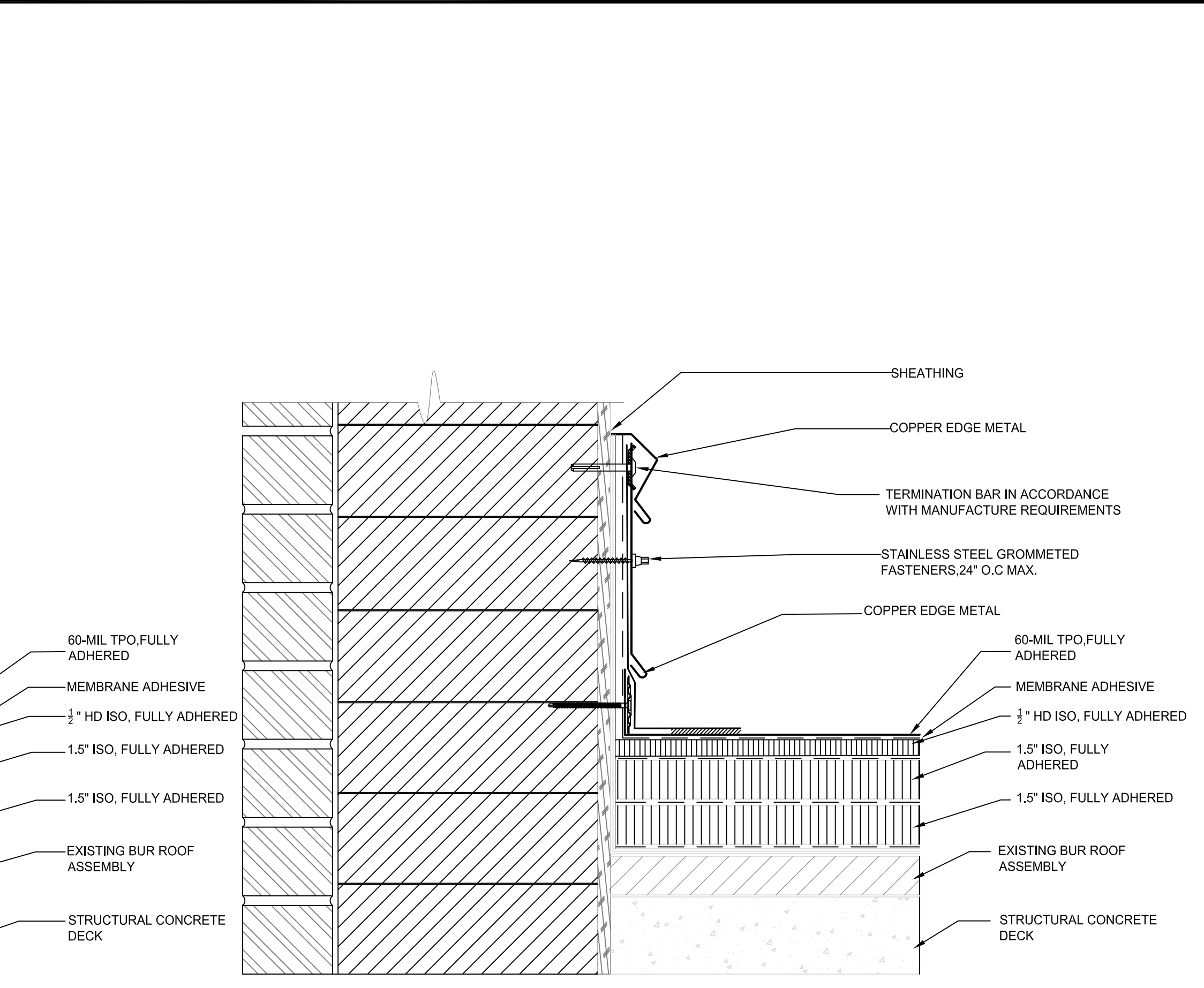


DATE 12/01/16
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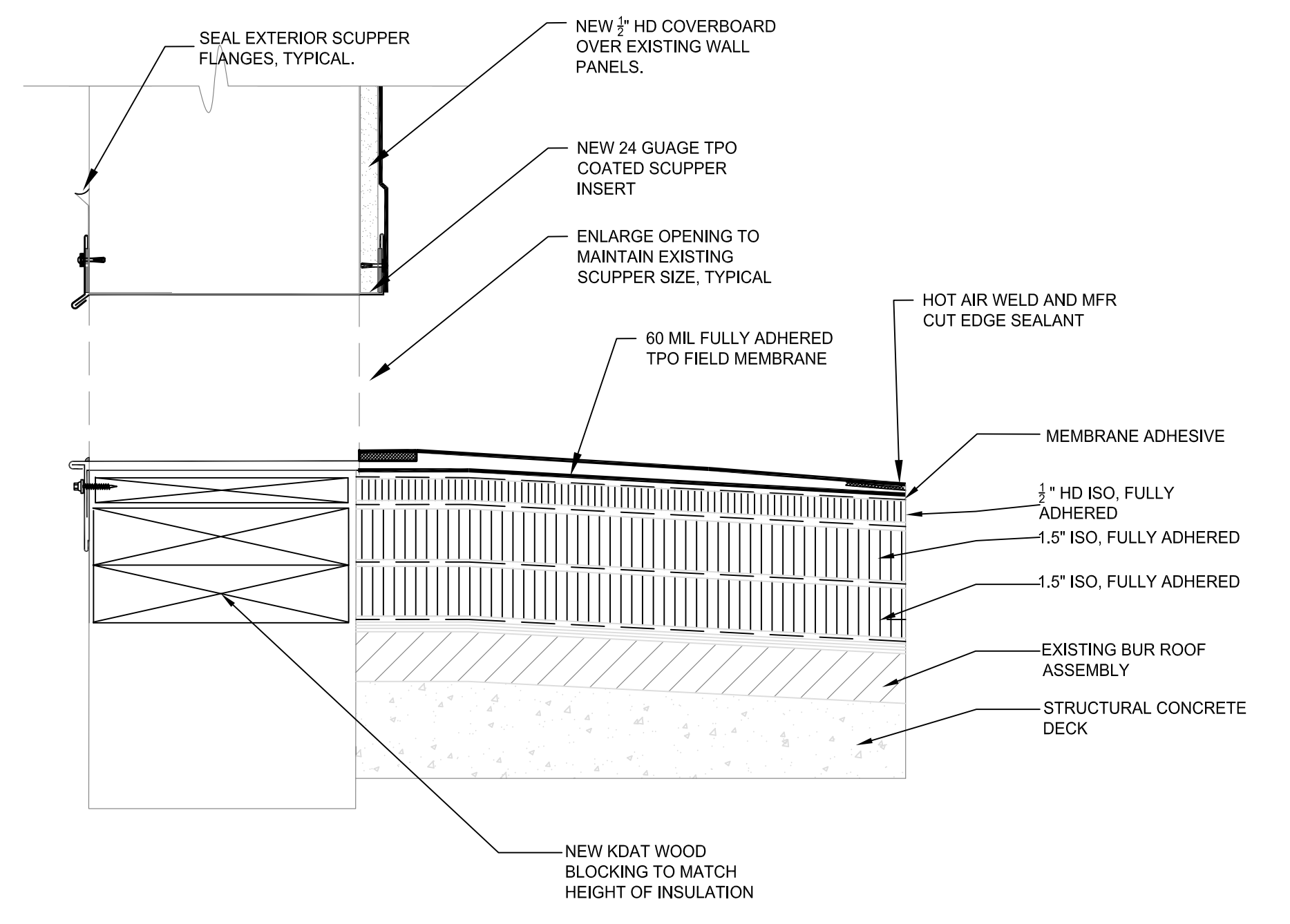
R-2.0



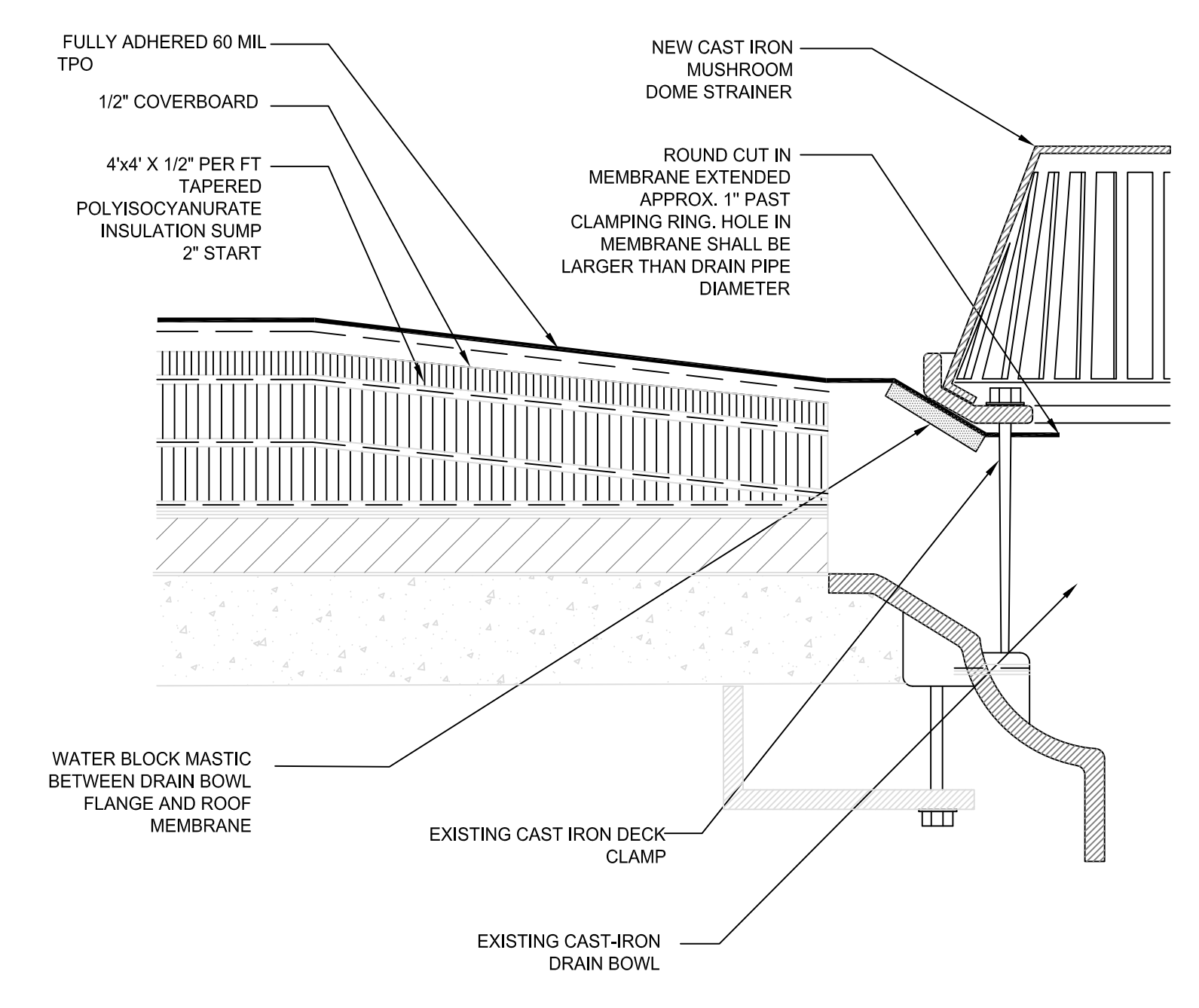
1 EXISTING ROOF ASSEMBLY
SCALE: 3"=1'-0"



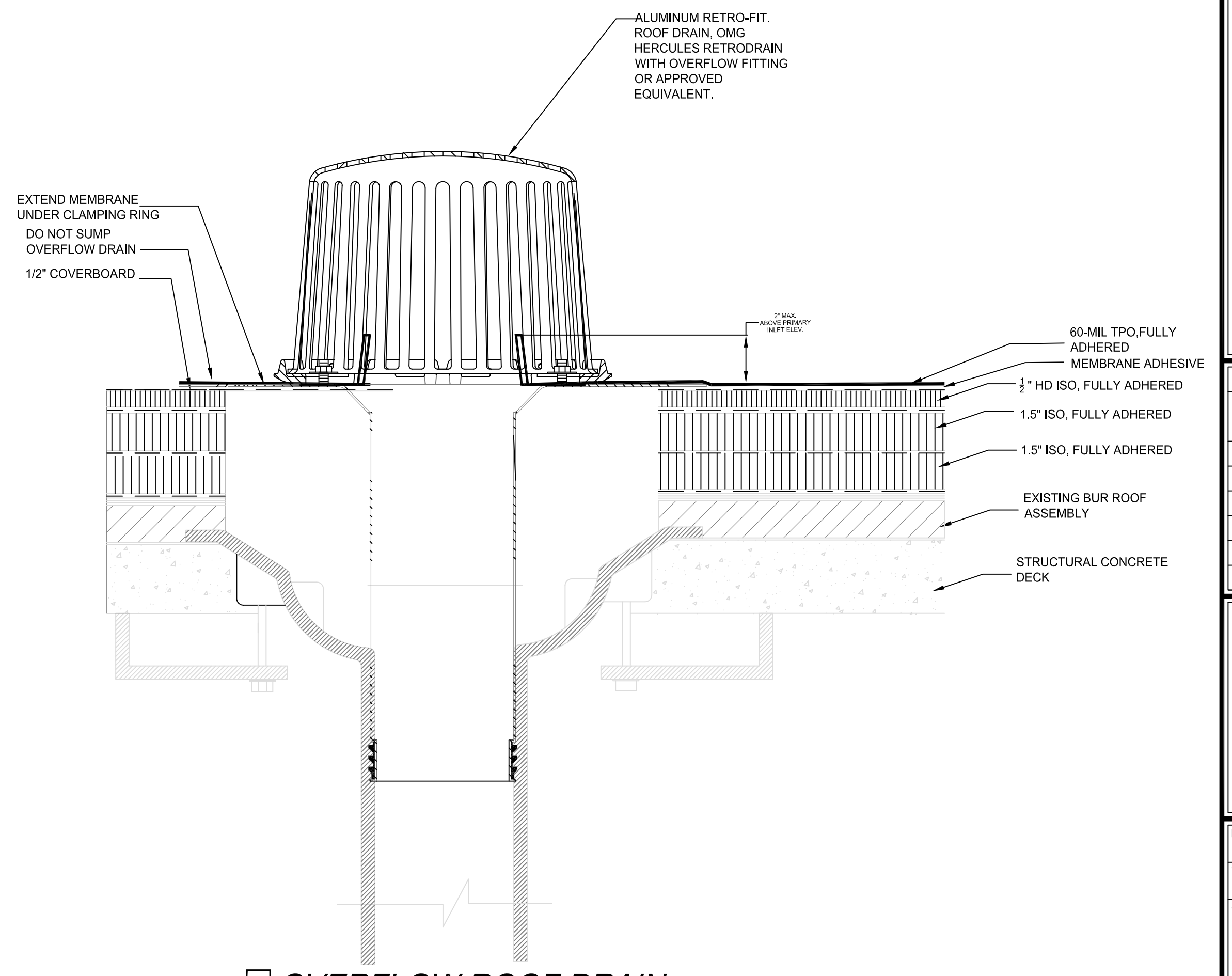
2 FLASHING DETAIL AT PENTHOUSE WALLS
SCALE: 3"=1'-0"



3 THRU WALL ROOF SCUPPER
SCALE: NTS



4 SUMPED ROOF DRAIN
SCALE: NTS

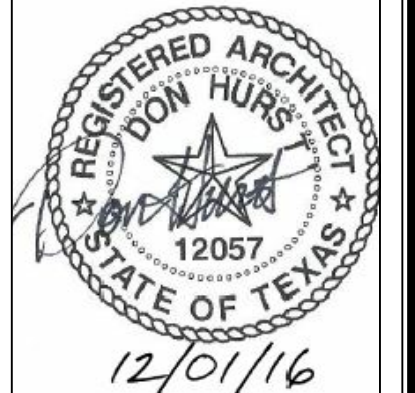


5 OVERFLOW ROOF DRAIN
SCALE: NTS

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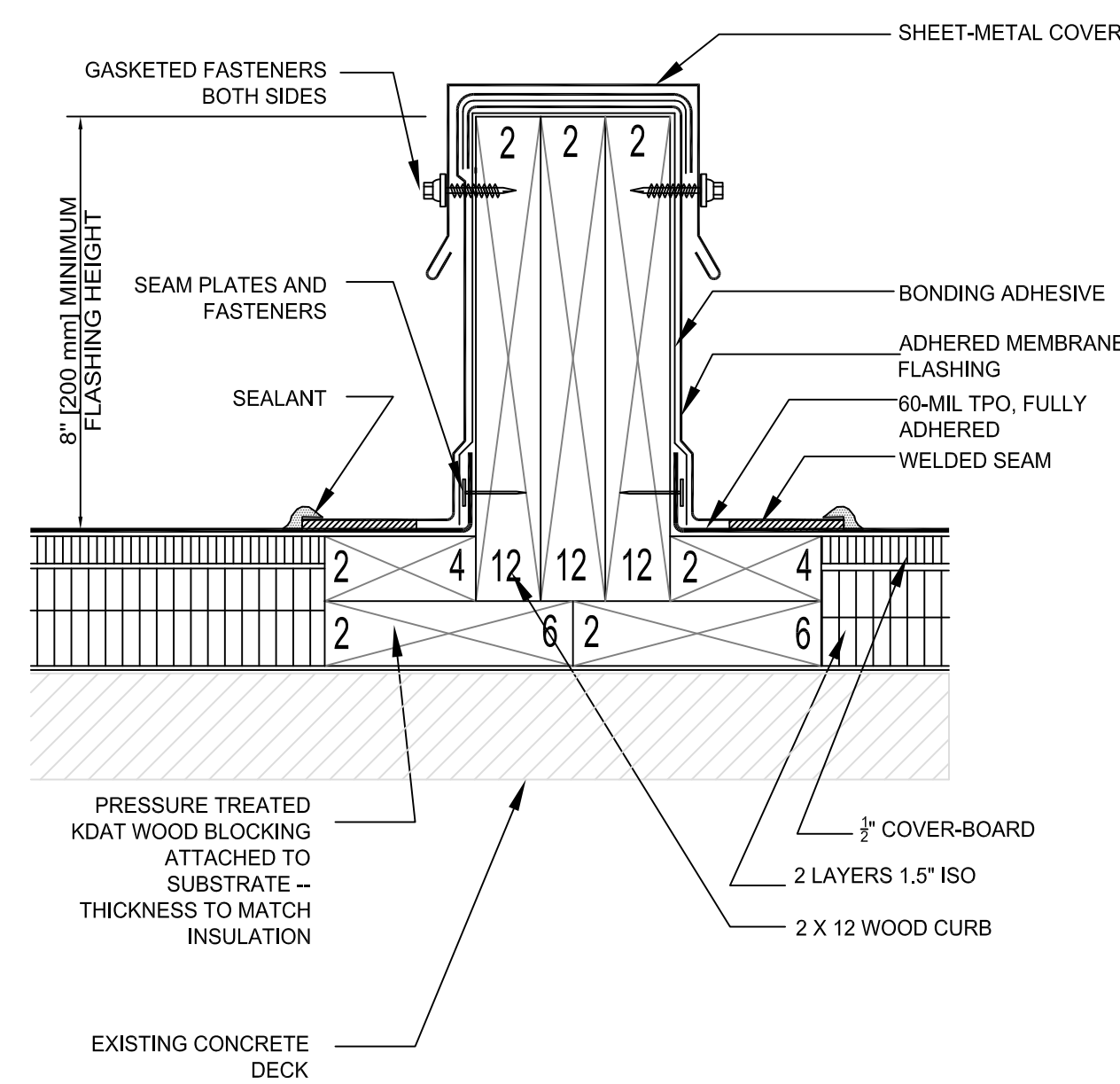
ROOF IMPROVEMENTS - 2016
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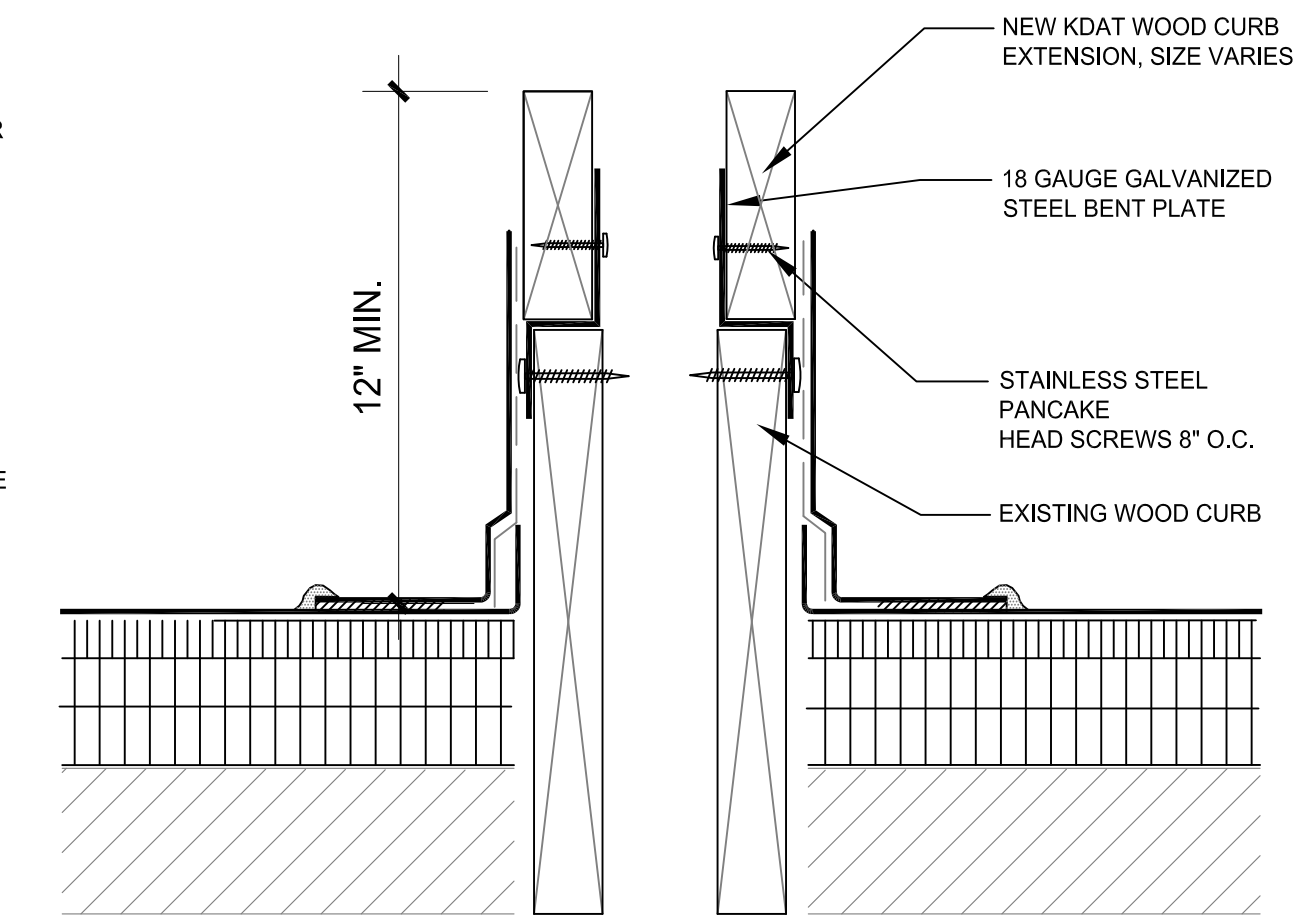


DATE: 12/01/16
 SCALE: AS SHOWN
 SHEET NO.

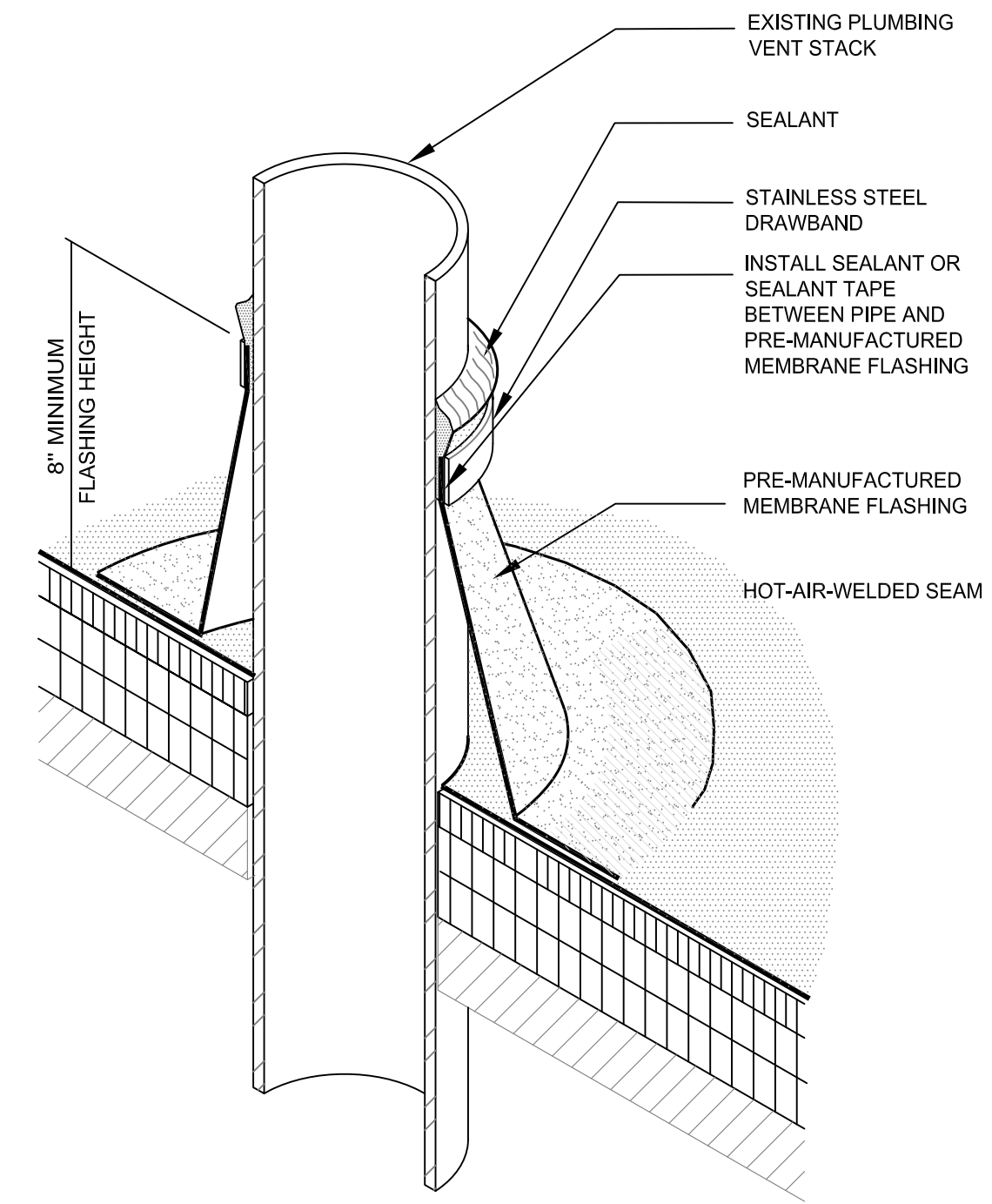
R-3.0



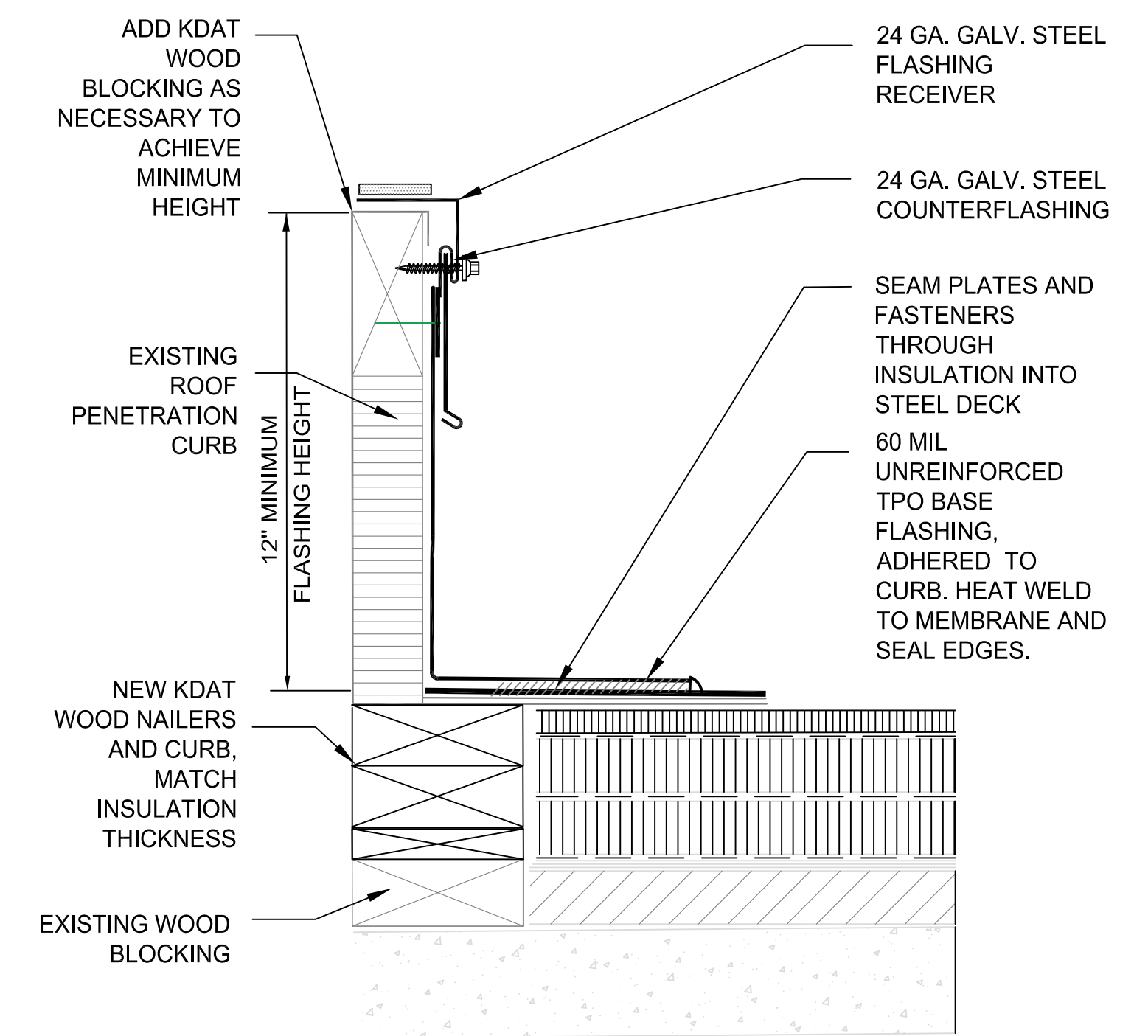
1 LIGHTWEIGHT EQUIPMENT SUPPORT CURB
SCALE: 3"= 1"



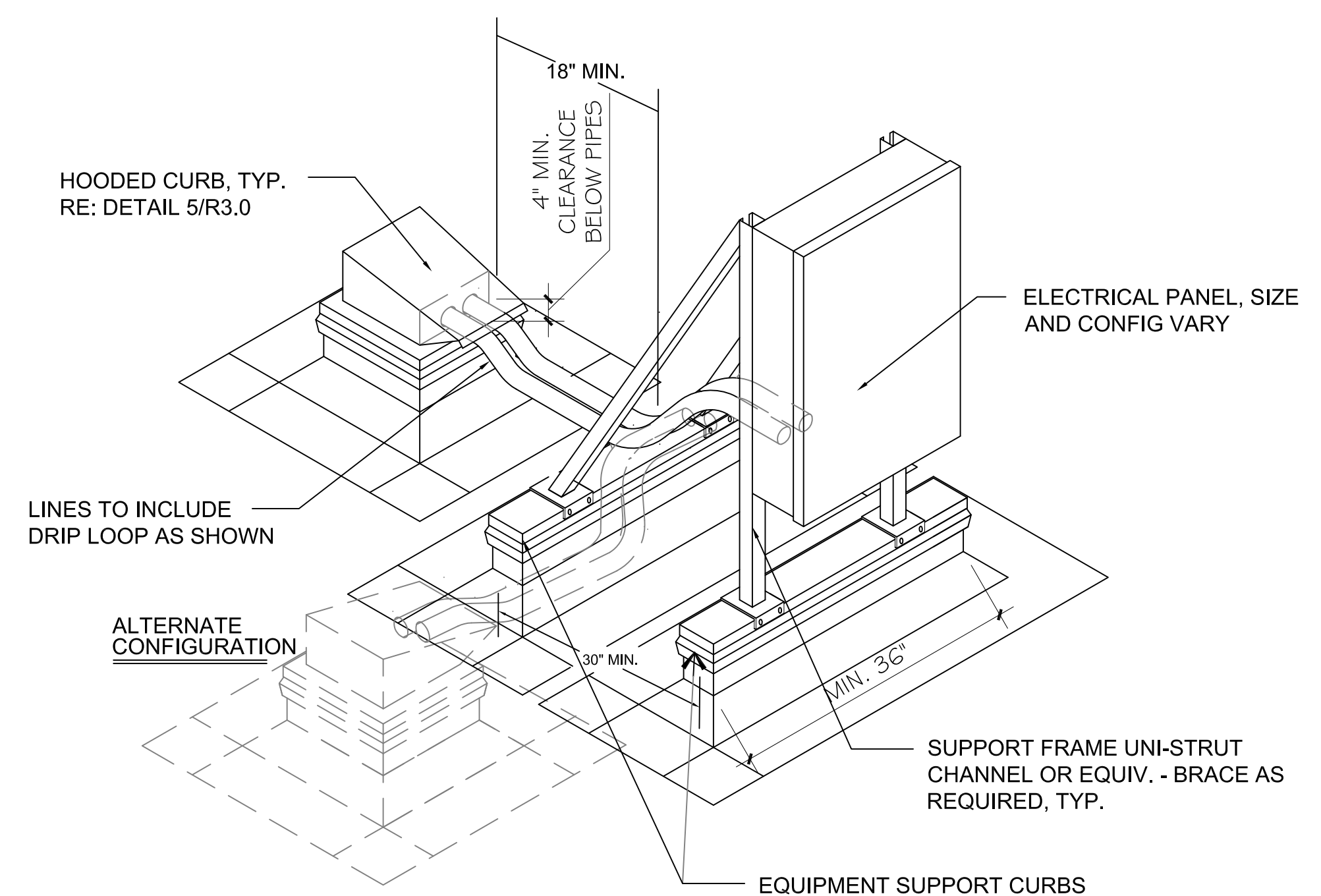
2 EXISTING CURBS - CURB EXTENSION
SCALE: 3"= 1"



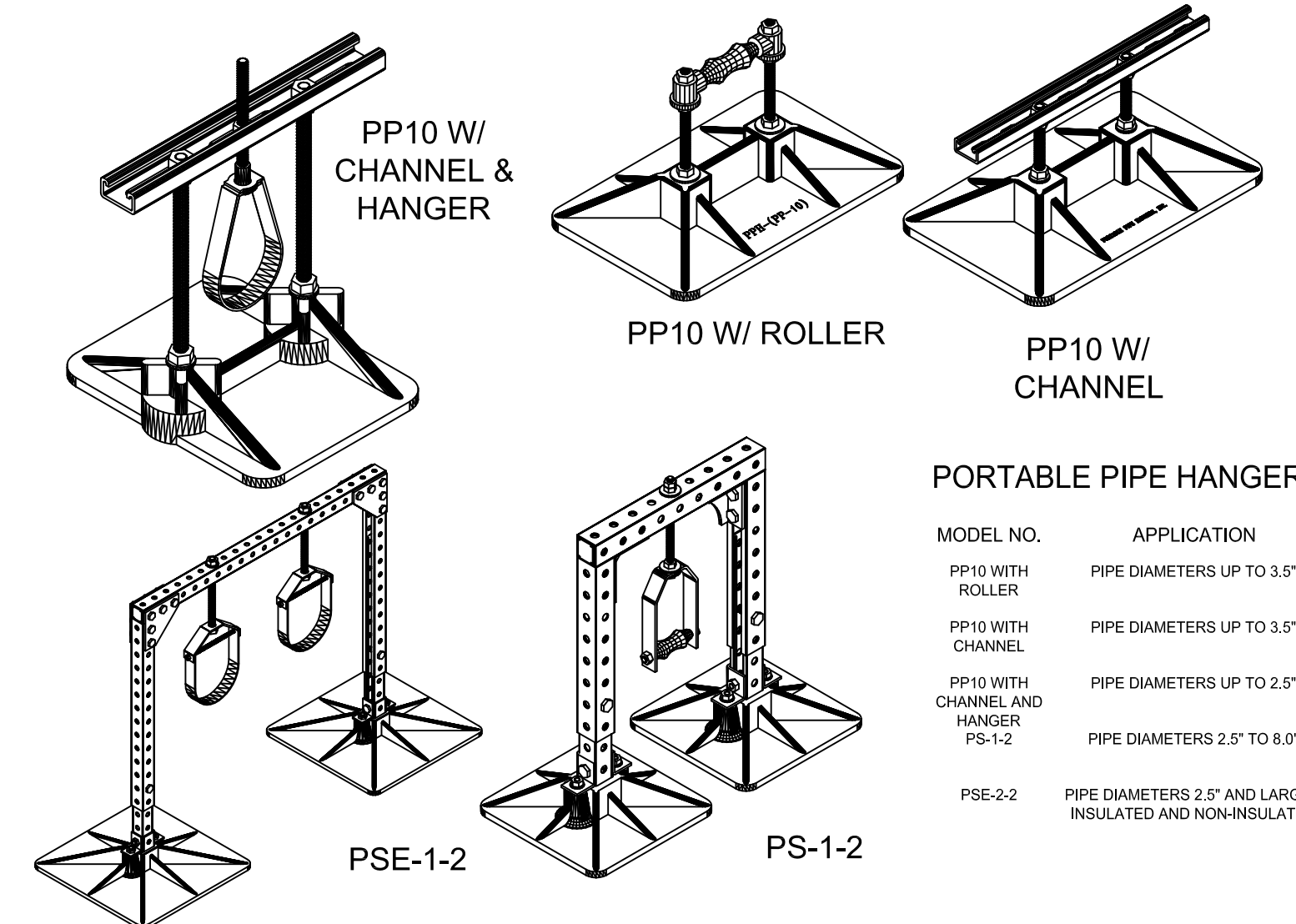
3 PRE-MFD PLUMBING VENT FLASHING
SCALE: 3"= 1"



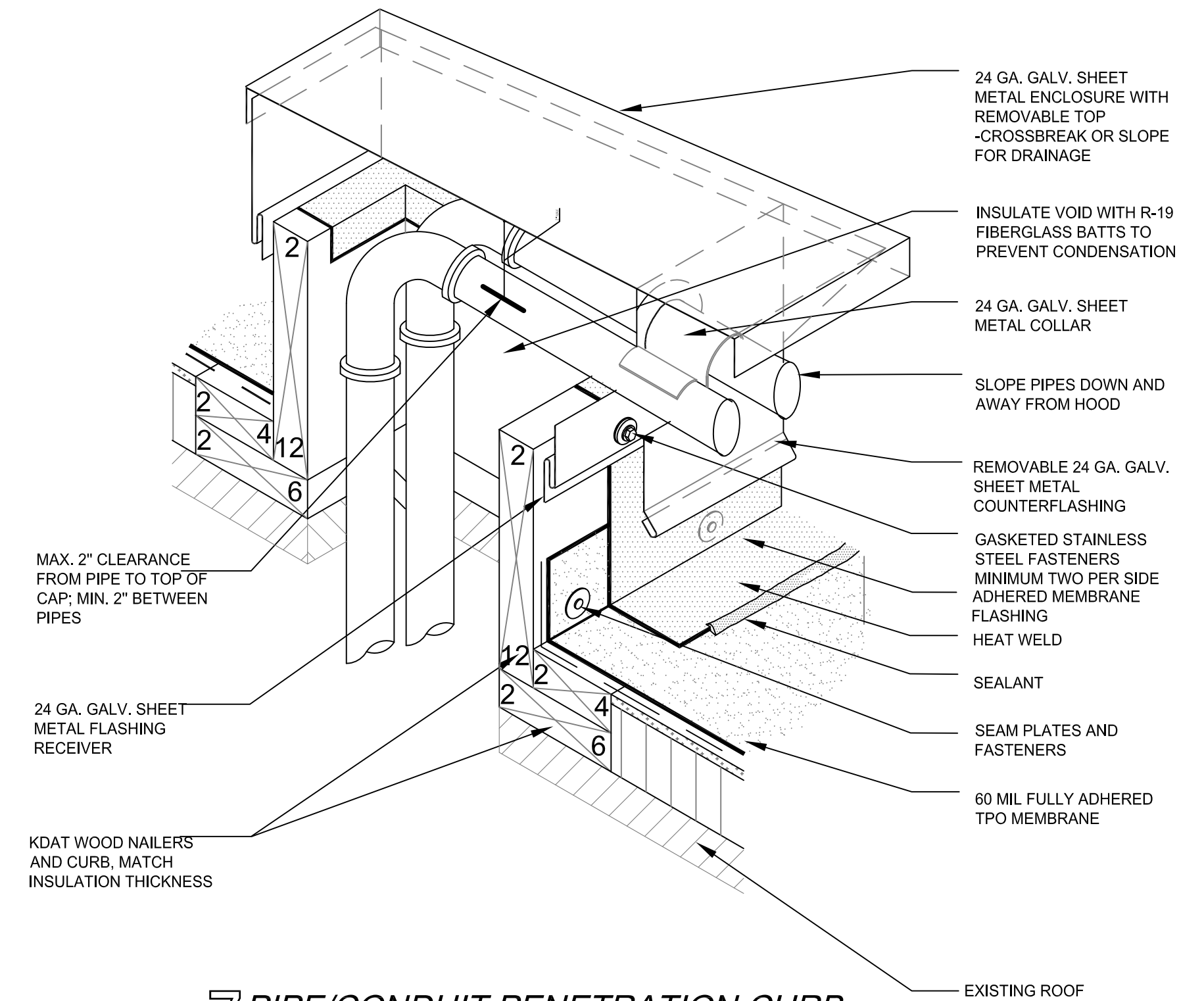
4 EXISTING EQUIPMENT CURB FLASING
SCALE: N.T.S.



5 ELETRICAL DISCONNECT CURB FLASHING
SCALE: N.T.S.



6 ROOFTOP PIPE SUPPORTS
SCALE: N.T.S.

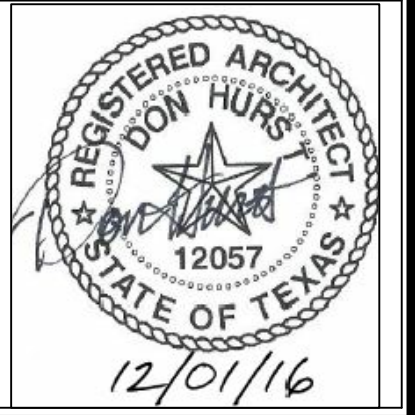


7 PIPE/CONDUIT PENETRATION CURB
SCALE: N.T.S.

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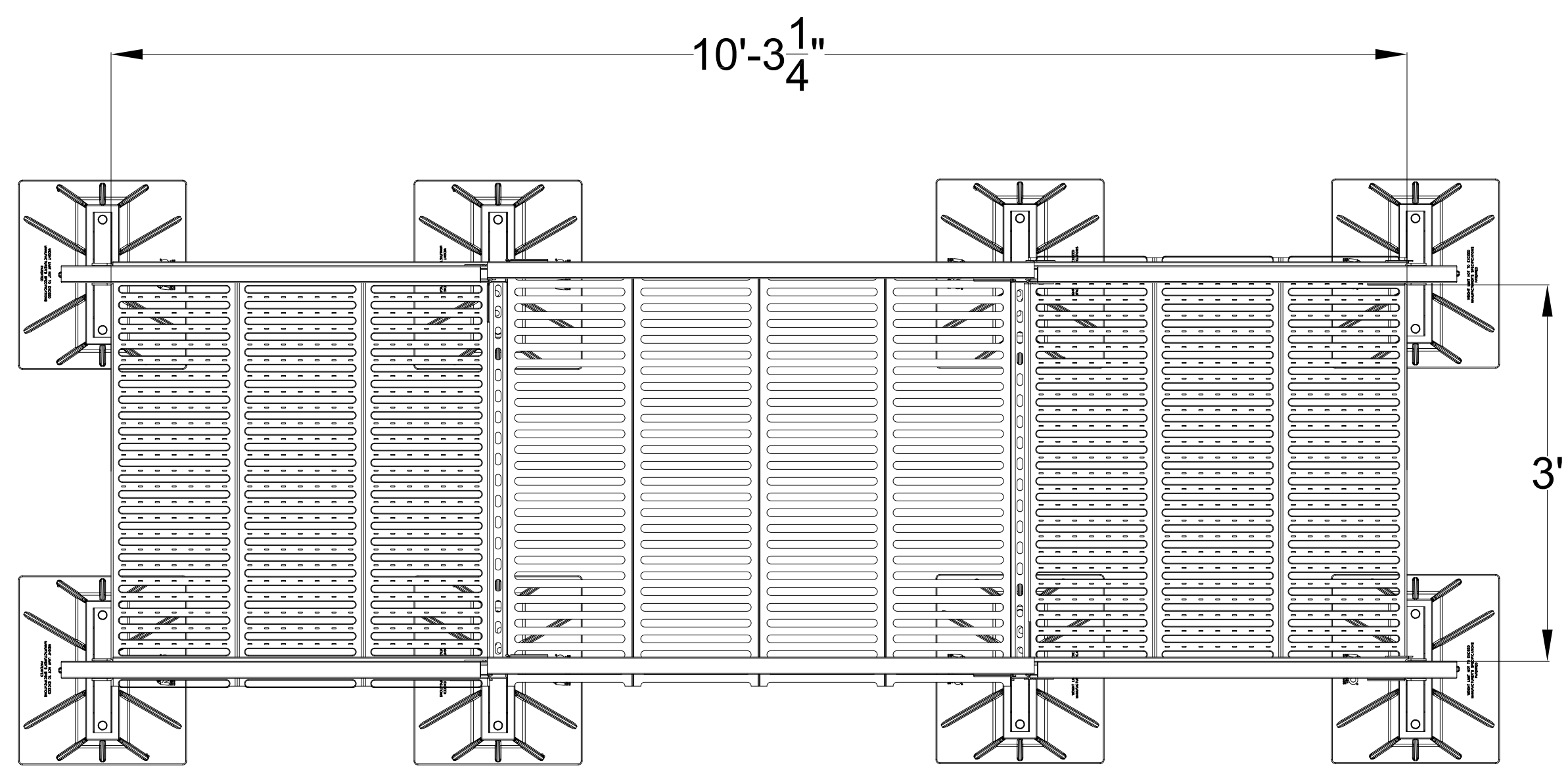
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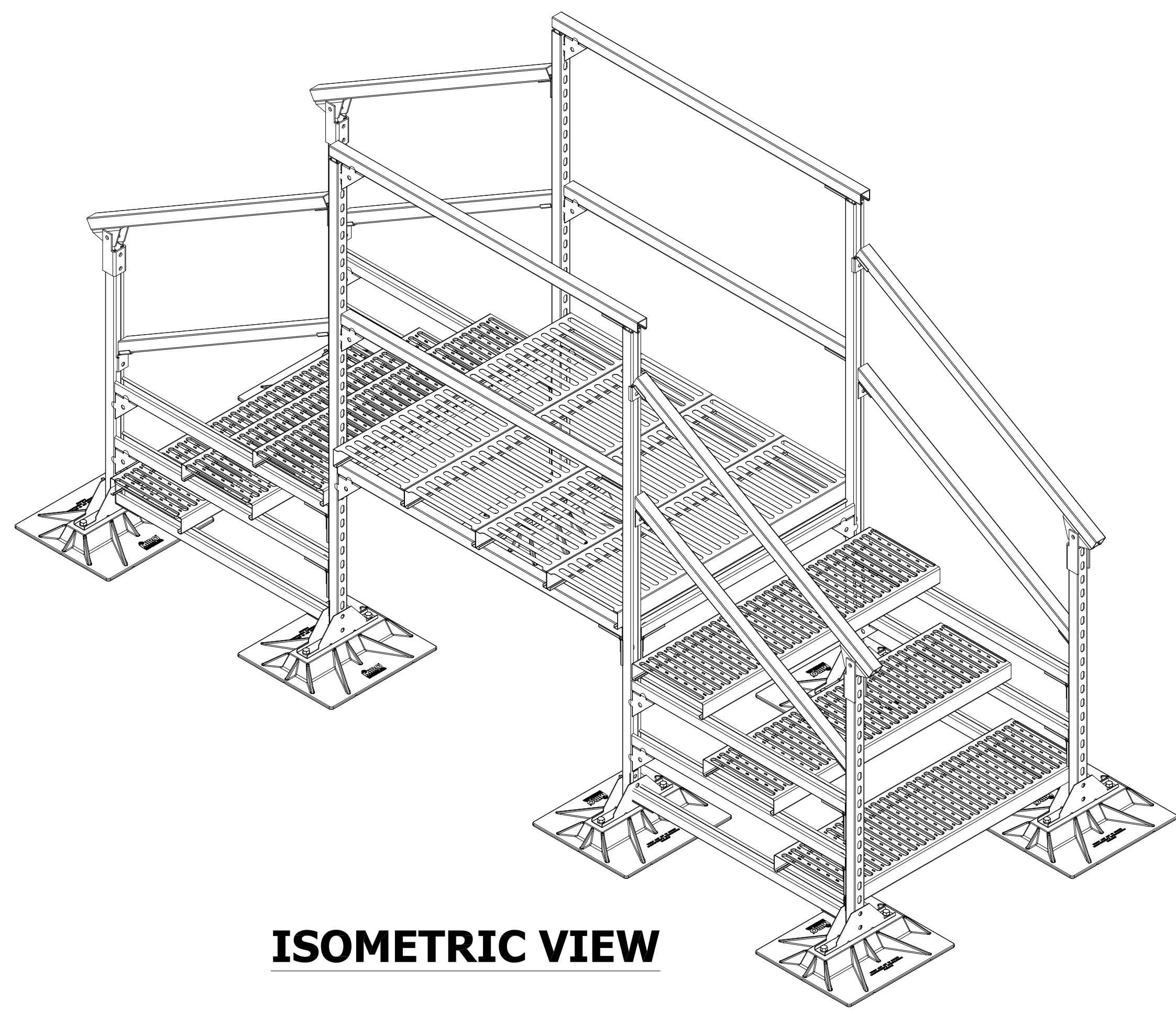


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SHEET NO.

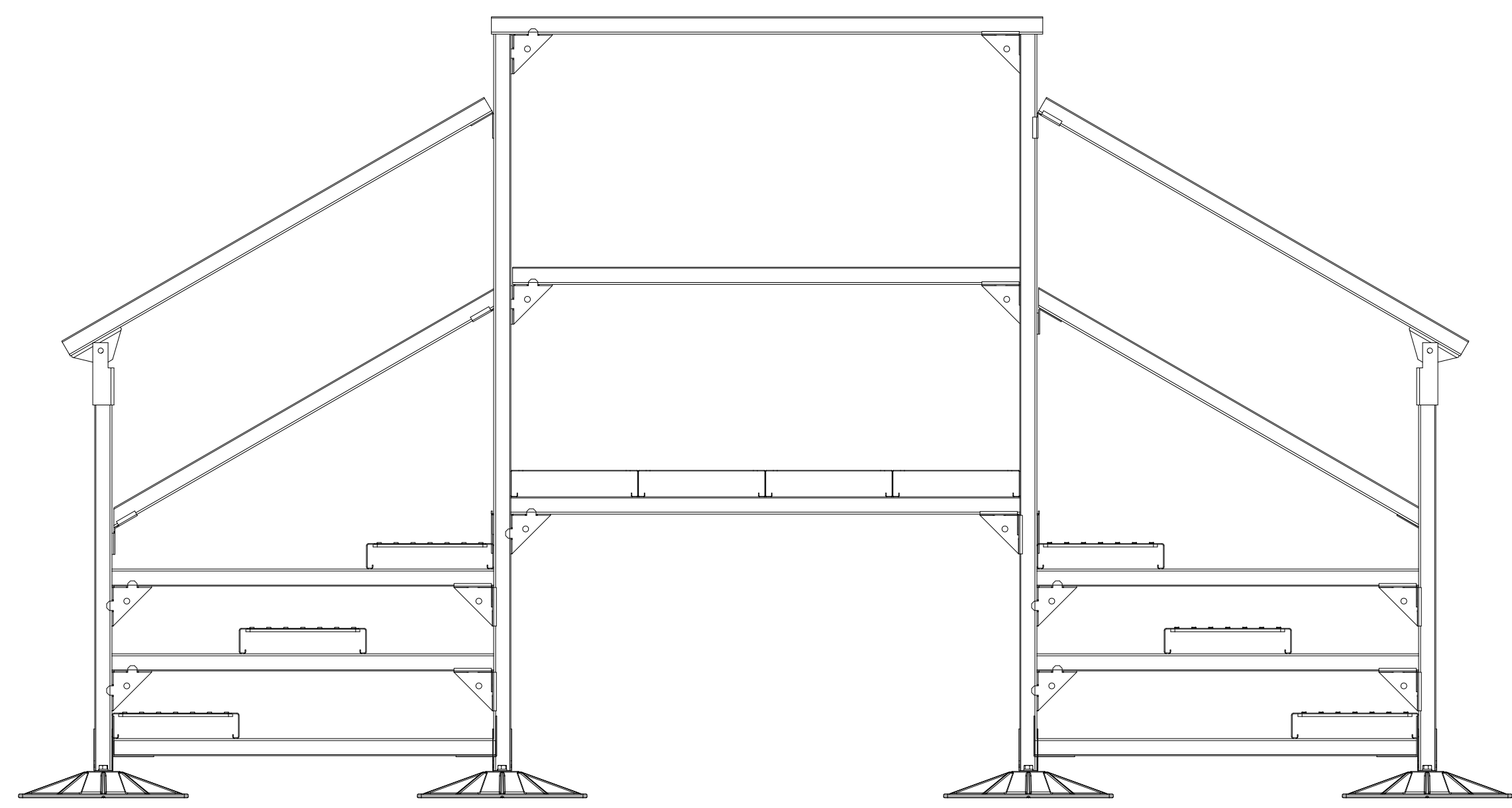
R-3.1



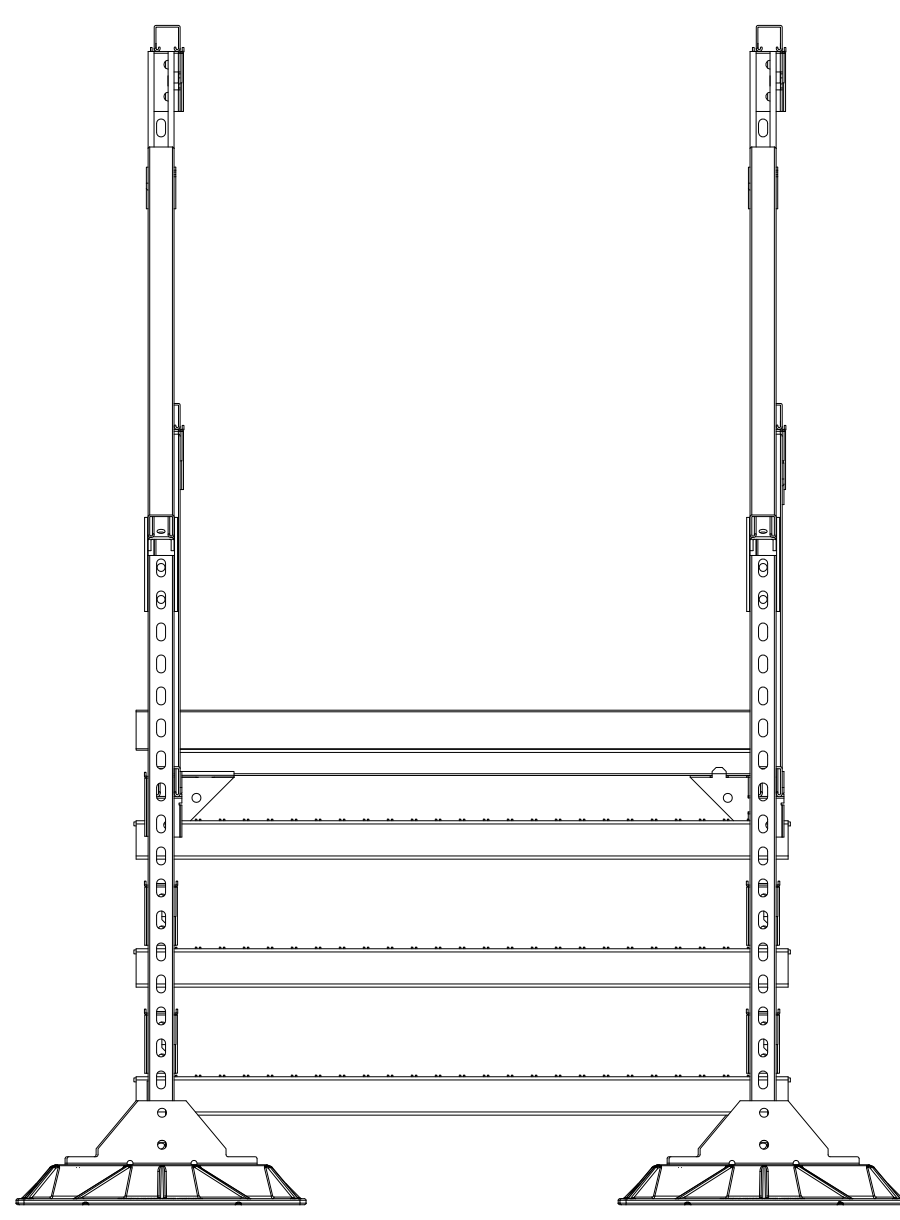
TOP VIEW



ISOMETRIC VIEW



SIDE VIEW



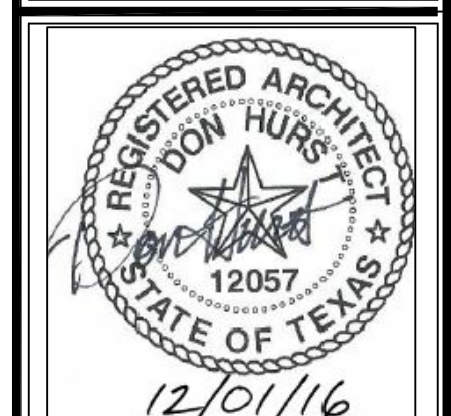
END VIEW

1 CROSSOVER
SCALE: 1"=1'-0"

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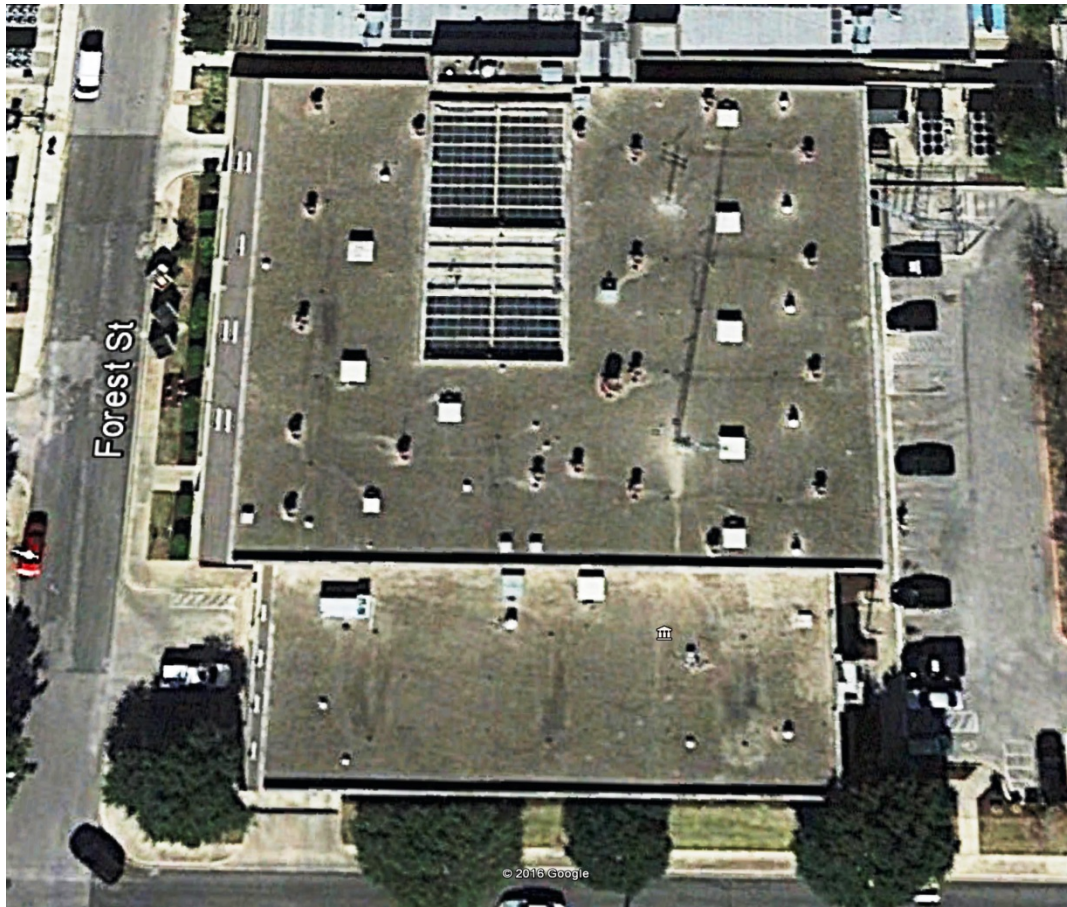


DATE 12/01/16
SCALE AS SHOWN
SHEET NO.

R-3.2

PROJECT MANUAL ROOF IMPROVEMENTS – 2016 WILLIAMSON COUNTY JAIL AND SHERIFF'S OFFICE

508 ROCK STREET
GEORGETOWN, TEXAS 78626



Prepared by:
JIM WHITTEN ROOF CONSULTANTS, LLC
+
TEJAS DESIGN, LLC
P.O. BOX 200925 – AUSTIN, TEXAS 78720



DECEMBER 01, 2016

JIM WHITTEN ROOF CONSULTANTS, LLC
WILLIAMSON COUNTY JAIL AND SHERIFF'S OFFICE

ROOF IMPROVEMENTS-2016
December 1, 2016

DISCLOSURE STATEMENT

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ROOF IMPROVEMENTS-2016
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Mechanical

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12/01/16

JIM WHITTEN ROOF CONSULTANTS, LLC
WILLIAMSON COUNTY JAIL AND SHERIFF'S OFFICE

ROOF IMPROVEMENTS-2016
December 1, 2016

PROJECT DIRECTORY

Owner's Representative	Mr. Dwayne Gossett Facilities Maintenance Williamson County 3101 SE Inner Loop Rd. Georgetown, Texas 78626	Email: DGossett@wilco.org Phone: (512)943-1611 Office Cell: (254)654-1495
Roof Consultant Architect	Jim Whitten Roof Consultants + Tejas Design, LLC P. O. Box 200925 Austin, Texas 78720	Phone: 512.250.0999 Fax: 512.250.9711
	Don Hurst, Architect E-mail: dhurst2@austin.rr.com	Mobile 512-507-6989
	Jim Whitten, <i>Senior Consultant</i> E-mail: jim@jimwhitten.com	Mobile: 512.914.4943
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	Wayne Carriker, Project Manager Email: wayne@jimwhitten.com	Mobile: 512.596.6440
	Ted Miars, <i>Field Technician</i> E-mail: ted@jimwhitten.com	Mobile: 512-750-5916
	Jeremy Fabinski, CADD Tech/Staff Tech E-mail: jeremy@jimwhitten.com	Mobile: 903-360-1072

END OF PROJECT DIRECTORY

JIM WHITTEN ROOF CONSULTANTS, LLC
WILLIAMSON COUNTY JAIL AND SHERIFF'S OFFICE

ROOF IMPROVEMENTS-2016
December 1, 2016

SECTION 000860 LIST OF DRAWINGS

SHEET NO.	DESCRIPTION
R-0.0	TITLE SHEET
R-1.0	ROOFING GENERAL NOTES AND GENERAL SCOPE OF WORK
R-2.0	ROOF PLAN
R-3.0	ROOF DETAILS
R-3.1	ROOF DETAILS
R-3.2	CROSSOVER DETAILS

END OF SECTION

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SECTION 011100 SUMMARY OF WORK

PART I - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings, provisions of the, and other Division 1 Specification Sections, apply to this Section.

1.2 WORK COVERED BY CONTRACT DOCUMENTS

- A. Project: Roof Improvements – 2016
- B. Williamson County Jail and Sheriff's Office
508 Rock Street, Georgetown, Texas
- C. Contract Documents dated December 1, 2016
Prepared by: Jim Whitten Roof Consultants, LLC + Tejas Design, LLC
P.O. Box 200925, Austin, Texas, 78720
512.250.0999/ Fax: 512.250.9711/ Cell:
512.914.4943
E-mail: jim@jimwhitten.com
- D. Base and Alternate Bids –Gravel Surfaced Roofs (Areas A, B, C as indicated in Project Drawings): Scope of Work covered by the Contract Documents includes the following roof improvements at the Project:
1. Vacuum and dispose existing loose gravel from the multi-ply built-up roof membrane.
 2. Identify and replace any wet insulation material on a per-unit cost basis as specified.
 3. Furnish and fully adhere two (2) layers 1.5" polyisocyanurate (ISO) insulation.
 4. Furnish and fully adhere one (1) layer ½" High Density ISO insulation.
 5. Furnish and fully adhere 60-mil TPO roof membrane and associated flashings.
 6. Roof system shall be U.L. Class a fire-rated, and shall qualify for the roof membrane manufacturer's 20-year No Dollar Limit (NDL) Guarantee, and meet all applicable City of Georgetown, TX codes.
 7. Install new retrofit primary and overflow roof drains.
 8. Install new 24-guage TPO coated metal scuppers.
 9. Install wood nailers over the existing stone coping at the parapet walls and install new sheet metal coping cap system as specified.
 10. Joint Sealants:
Base Bid: Replace Control Joint Masonry sealants at all exterior walls
Alternate Bid: Replace Control Joint Masonry sealants at all interior walls of Recreation Area
 11. Coordinate with Lightning Protection Company the dis-connect, re-connect and re-certification of the existing lightning arrestor system.
- E. Contingency Allowance
1. Owner Contingency Allowance: An Owner's Contingency Allowance of \$5,000 is to be included in the Total Bid.
- F. Unit Prices: A unit price is a price per unit of measurement for materials or services added to or deducted from the Contract Sum by appropriate modification, if estimated quantities of Work required by the Contract Documents are increased or decreased. Unit prices include all necessary material, plus cost for delivery, installation, insurance, overhead, and profit.

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ROOF IMPROVEMENTS-2016
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1.3 SCOPE OF WORK

- A. The Contract Documents, to the best of Owner's and Roof Consultant's knowledge, reflect existing conditions. Should minor conditions be encountered which are not exactly as indicated, modify the scope of Work as required, at no additional cost to Owner.
- B. To achieve satisfactory performance from the Work, it may be necessary to perform unanticipated, minor work items encountered during the course of the Work. Consultant and Owner will suggest additional work items as appropriate. Contractor shall assist Owner in applying for and obtaining any available rebates from electrical power provider.
- C. No Change Orders for additional payment will be considered for such additional Work items, unless they represent a substantial change to the Scope of Work.
- D. The Contractor shall assume full responsibility and liability for the compliance with all applicable Federal, State, and local regulations pertaining to work practices, hauling, disposal, and protection of workers, visitors to the site, and persons occupying areas adjacent to the site.

1.4 TIMING OF WORK

- A. Work is to be performed within an operating facility space. Owner intends for work to be performed in such a manner that disruption of operations is to be minimized.

1.5 GUARANTEE AND WARRANTY

- A. Roofing: Provide Manufacturer's Twenty Year No Dollar (NDL) System Warranty and Two-Year Contractor's Warranty for materials and installation.
 - 1. Manufacturer's Warranty and Contractor's Warranty effective date shall be the Date of Substantial Completion.
- B. Joint Sealants: Provide Manufacturer's Five (5) Year Warranty for Joint Sealants.

Both the Manufacturer's Warranty and Contractor's Warranty shall cover damage to Work resulting from failure to resist penetration of moisture and replacement of assembly components that fail due to material failure or faulty workmanship.

END OF SECTION

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WILLIAMSON COUNTY JAIL AND SHERIFF'S OFFICE

ROOF IMPROVEMENTS-2016
December 1, 2016

SECTION 013100 PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 PROJECT COORDINATION, SEQUENCING AND SCHEDULING

- A. Coordinate Work with Owner to minimize interference with normal building and inconvenience to facility users, and to expedite the Work.
- B. The facility spaces adjacent to the work are to be occupied for the conduct of normal operations.
- C. Coordinate Work to assure efficient and orderly sequence of application of construction elements, with provisions for accommodating items installed later.
- D. Coordinate Work to allow observations by the Owner and Consultant.
- E. Provide sufficient and adequate materials, personnel and equipment to facilitate rapid completion of the Work without undue delays.

1.2 USE OF THE PREMISES

- A. Before beginning work, Contractor must verify in writing to Owner that all Owner security measures are understood and followed, and secure approval from the Owner for access to the following:
 - 1. Site: No parking or storage on the designated parking areas.
 - 2. Areas permitted for personnel parking.
 - 3. Areas permitted for storage of materials and debris.
 - 4. Areas permitted for the location of cranes, hoists and chutes for loading and unloading materials to and from the roof.
- B. Roof Areas not included in this Contract (designated by "NIC" on the Roof Plan) may not be used for personnel or equipment rooftop traffic, including removing debris or delivering materials, except as authorized by the Owner and Consultant, and only after adequate protection covering over the existing roof surfaces is approved and provided.
- C. The Owner reserves the right to have criminal background checks performed on all Contractor personnel to be onsite.

1.3 EXISTING CONDITIONS

- A. Review the existing conditions of the facility, prior to commencing the Work, for access, clearances, existing mechanical and electrical equipment, plumbing, structural components and interior finishes that will require removal, replacement or relocation to complete the Work of this Contract.
- B. Notify Owner and Consultant of any additional required work not included in the Contract Documents.
- C. Notify Owner and Consultant upon discovery of any items that differ or conflict

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WILLIAMSON COUNTY JAIL AND SHERIFF'S OFFICE

ROOF IMPROVEMENTS-2016
December 1, 2016

with the Contract Documents.

1.4 PRE-JOB DAMAGE SURVEY OF FACILITY

- A. Perform a thorough survey of property and all affected areas of the buildings with Owner prior to starting the Work to document existing damage and operational status of existing rooftop equipment. Non-functional or damaged items identified on this survey will not be the responsibility of Contractor to repair or replace unless further damaged by Contractor during execution of the Work.
- B. Include with Pre-Job Submittals, both written description and digital documentation (CD with digital photos or DVD with video) of all items considered to be previously damaged.
- C. Consider any damage to buildings or property not identified in the pre-job damage survey as having resulted from execution of this Contract and correct at no additional expense to Owner.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Limited storage area will be provided by Owner where available. Provide lockable temporary storage containers for storage of equipment and materials. Coordinate with Owner for areas designated for temporary storage.
- B. Deliver roofing materials to Project site in original containers with seals unbroken and labeled with manufacturer's name, product brand name and type, date of manufacture, and directions for storing and mixing with other components.
- C. Store membrane rolls lying down on pallets and fully protected from the weather with clean canvas tarpaulins. Un-vented polyethylene tarpaulins are prohibited. Secure all stored materials at roof level in a manner to resist high wind speeds.
- D. Store liquid materials in their original undamaged containers in a clean, dry, protected location and within the temperature range required by roofing system manufacturer. Protect stored liquid material from direct sunlight.
 - 1. Discard and legally dispose of liquid material that cannot be applied within its stated shelf life.
- E. Protect roof insulation materials from physical damage and from deterioration by sunlight, moisture, soiling, and other sources. Store in a dry location. Comply with insulation manufacturer's written instructions for handling, storing, and protecting during installation.
- F. Handle and store roofing materials and place equipment in a manner to avoid permanent deflection of deck.

1.6 PROTECTION

- A. Contractor shall take necessary and adequate precautions to avoid damaging windows, doors, grass, trees, shrubs, walks, drives, etc.

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- B. Contractor shall be responsible for damage to adjacent buildings, property, and vehicles near the building resulting from its operations. Clean, repair or replace any surfaces, materials or equipment which are marked, soiled or otherwise damaged as a result of the Work to the satisfaction of the Owner to the extent that it is returned to its condition prior to commencement of the work.
- C. Furnish and erect barricades to protect building occupants and vehicles and to prevent pedestrian or vehicular traffic adjacent to any area affected by construction activities.
- D. Protect finished Work from damage, traffic and adverse weather conditions until proper curing, drying and/or finishing are complete. Do not use finished roof membrane as a working surface. Provide temporary means of roof membrane protection.
- E. Existing Drawings and Utilities:
 - 1. Some original drawings may be available from the Owner. The Owner has not verified the information contained on those Drawings. Those Drawings are not a part of the Contract Documents.
 - 2. Repair or replace damaged utilities to a condition equivalent to that before damage occurred. Negligently damaged utilities to be repaired or replaced at no cost to the Owner.

1.7 WORKING HOURS AND SCHEDULE

- A. Working hours shall be between the hours of 7:00 a.m. and 7:00 p.m., Monday through Saturday, except holidays and black-out dates and times assigned by Owner.
- B. The Contract Time will be adjusted by Change Order in the event Owner initiated work stoppages are required.
- C. Alternate work schedules will be considered by Owner with prior notification and approval by Owner.
- D. Obtain approval from Owner prior to altering Work schedule.

1.8 INTERIOR ACCESS

- A. Restrict access to interior spaces of the building to Contractor's Project Superintendent and only those workers required to perform work inside the building.
- B. Coordinate with Owner and obtain Owner approval prior to accessing interior space.

1.9 CLEANING

- A. Maintain areas free of waste materials, debris and rubbish. Maintain site at all times in a clean and orderly fashion.
- B. Remove waste materials, debris, and rubbish from site periodically and dispose off-site in a legal manner. Do not use Owner's trash containers for disposal of waste materials, debris and rubbish.
- C. Periodically clean interior areas affected by the Work to provide suitable conditions for occupied

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areas.

- D. Restore existing facilities used during construction to their condition prior to commencement of work.

1.10 USE OF UTILITIES

- A. Coordinate use of utilities with Owner.
- B. Provide temporary electric feeder from electrical service at location as directed by Owner. Provide temporary wiring and hardware as required for execution of the Work. Ground fault interruption devices and similar protection measures required by authorities having jurisdiction are the responsibility of the Contractor. All such work shall be performed by a licensed electrician.
- C. Connect to existing water sources for temporary use of water. Furnish and maintain all necessary adapters and hoses required to complete the Work.
- D. Restore electrical and water service to original condition at completion of each day's activities, and at the completion of the Work to Owner's approval.

1.11 MONITORING

- A. Owner and Roof Consultant intend to observe the quality and progress of the Work for substantial compliance with the design contract documents. This does not relieve Contractor of his own quality control, testing and supervision responsibilities.

1.12 QUALITY ASSURANCE

- A. Review all Drawings and Specifications before commencing and performing the Work.
- B. Provide at least one copy of the final Drawings and Specifications, Addenda and Modifications for permanent use at the site whenever work is in progress.
- C. Maintain workmanship of the highest quality in accordance with the best trade practices.
- D. Obtain all materials specified in the Contract Documents from the same source throughout the Work. Notify Owner if plans are made to change sources.
- E. Possess a minimum of five years experience, installing/applying the respective materials described in each section of the Specification.
- F. Possess current written approval as an applicator of each material used in the Work.
- G. Provide workmen, engaged in the respective items of the Work, which have satisfactorily completed a program of certification by the manufacturers of materials described in the Specifications, or can demonstrate significant experience on similar projects to verify their qualifications to perform this Work.
- G. Perform quality control test and verifications as required by manufacturers or other

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entities to comply with the requirements of this Contract. Do not use Owner's site observations and testing in lieu of Contractor's own quality control.

- H. Contractor shall have a full-time English speaking non-working superintendent on site when workers are present.

1.13 PARKING

- A. Park only in spaces approved by Owner.

PART 2 – PRODUCTS

PART 3 – EXECUTION

END OF SECTION

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SECTION 013300 SUBMITTAL PROCEDURES

PART I - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and provisions of the Documents including the Statement of Work and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Submittals:
 - 1. Provide submittals required by the Contract Documents in a timely manner and at appropriate times in the execution of the Work to allow for sufficient and prompt review by Owner and Consultant.
 - 2. Provide submittals, all in form and substance satisfactory to the Consultant and Owner.
 - 3. Revise and re-submit submittals as necessary to establish compliance with specified requirements.
- B. Related Sections: Individual requirements for submittals are described in the pertinent Sections of these Specifications.
- C. Color selections and any other aesthetic material approvals shall be in writing by Owner.

1.3 PROCEDURES

- A. Submit complete sets of the Pre-Construction, Progress and Post-Construction Submittals that are available in electronic format or other Windows compatible format if transmitted on a compact disk to Owner and Consultant for review. Submit product samples concurrently with electronic submittals.
- B. Owner and Consultant will review submittals for compliance with Contract Documents. Consultant will compile Owner and Consultant's review comments and issue to Contractor for coordination prior to Contractor distribution of reviewed submittals.
- C. Provide three complete bound sets of reviewed submittals and product samples to Owner; provide one complete bound set of reviewed submittals and product samples to Consultant.

1.4 QUALITY ASSURANCE

- A. Coordination of submittals:
 - 1. Carefully review and coordinate all aspects of each item being submitted.
 - 2. Verify that each item and its appropriate submittal conform in all respects with the specified requirements.
 - 3. Certify that this coordination has taken place by affixing Contractors' stamp, signature and date to the corner of each submittal package.

PART 2 – PRODUCTS (Not Applicable)

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PART 3 - EXECUTION

3.1 IDENTIFICATION OF SUBMITTALS

- A. Submittals shall be identified by applicable Specification Section. Number individual submittal items within a specification section consecutively. Provide a table of contents for each specification section. Show on at least the first page of each submittal and elsewhere as required for positive identification, the applicable submittal section and number.
- B. Identify submittal data applicable to the Work of this Contract when submittal lists more than one option.
- C. Strike through submittal data that does not apply to the Work of this Contract.
- D. Accompany each submittal package with a letter of transmittal showing all information required for identification checking.

3.2 GROUPING OF SUBMITTALS

- A. Group submittals into packages identified as Pre-Construction Submittals, Progress Submittals, and Post-Construction Submittals.
- B. Partial submittals may be rejected as not complying with the provisions of the Contract.

3.3 TIMING OF SUBMITTALS

- A. Make submittals far enough in advance of scheduled dates for commencement, execution or installation to provide time required for reviews, for securing necessary approvals, for possible revisions and re-submittals, and for placing orders and securing delivery.
- B. Allow at least 5 working days for review by the Owner following his/her receipt of submittals.
- C. Contractor will be held responsible for delays occasioned by incomplete or tardy submittal packages.
- D. Pre-construction Submittals: Submit within 5 business days following Notice of Award.
- E. Progress Submittals: Submit, as required, throughout the performance of the Work of the Contract.
- F. Post-Construction Submittals: Submit with final payment request.

3.4 PRE-CONSTRUCTION SUBMITTALS

- A. The Contractor's Pre-Construction Submittal package shall include the following:
 - 1. Contract Execution Package executed by Contractor, containing:
 - a. Standard Form of Agreement between Owner and Contractor
 - b. Certificates of Insurance, properly endorsed.
 - c. Supplementary Conditions

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- d. Addenda
- e. Bonds
2. Certification of insurance for all subcontractors.
3. Proposed Progress Schedule.
4. Proposed Schedule of Values, with subdivisions for costs associated with requirements stated in the General Services Agreement and Statement of Work, material and labor broken out by phases of the Work, including but not limited to demolition, insulation, membrane, sheet metal, plumbing and closeout.
5. Names of supervisory personnel and their qualifications.
6. Scaled Roof Plans indicating tapered insulation slope, flashing Details, perimeter edge conditions, and proposed gutter and downspout size and locations.
7. Product data for materials proposed to be used.
8. Subcontractor list.
9. Any required building/construction permits.
10. Sample of No-Dollar Limit Guarantee.
11. Copy of blank Daily Report to be utilized.

3.5 PROGRESS SUBMITTALS

- A. Daily Reports: Prepare daily reports and submit to Owner and Roof Consultant no later than 10:00 AM of the following work day as a single attachment to an email. Include in report, the following minimum items:
 1. Description of Work completed by area, include sketch of area on 8.5" x 11" schematic roof plan, six (6) photos in PDF format of work in progress.
 2. Number of personnel present, including names, phone numbers, and Texas Drivers' License numbers.
 3. Description and estimated quantity of materials removed and materials installed.
 4. Description, quantity and location of unit priced items, if any.
 5. Estimate of remaining quantity of tear off remaining.
 6. Planned activity for following work day.
 7. Reason and justification for not working if no work was performed.
 8. Report to include weather conditions at start of work, noon and end of work.
 9. Report to include name of supervisory person overseeing the work.
- B. Applications for payment: The Contractor's applications for payment shall include the following:
 1. An invoice on the contractor's company letterhead.
 2. An Application for Payment, and Waiver of Lien.
 3. Unconditional, notarized Waiver of Liens from the Contractor for the amount of Work performed for which payment less retainage was requested in the previous payment request.
 4. Unconditional, notarized Waivers of Liens from Subcontractors, and material and equipment suppliers for the Work performed or materials and equipment supplied during the period covered by the previous payment request. Data for materials proposed to be used.
 5. Updated, current progress schedule.
- C. Other Submittals required by the Contract Documents.

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3.6 OWNER AND CONSULTANT REVIEW

- A. Review by Owner and Consultant does not relieve Contractor from responsibility for errors that may exist in the submitted data.
- B. Make revisions if required by Owner and Consultant and resubmit for review.
- C. "Or equivalent":
 - 1. Do not assume where the phrase "or equivalent", or "or equivalent as approved by the Owner", occurs in the Contract Documents, that particular materials, equipment, or methods will be approved as equivalent unless the item has been specifically approved for this Work by the Owner.
 - 2. Decision of the Owner shall be final.

END OF SECTION

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SECTION 015000 TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the General Services Agreement, including the Statement of Work and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Provide temporary facilities and controls as needed and as specified for the Work.
- B. Maintain temporary facilities and controls in proper and safe condition throughout progress of the Work.
- C. Related Sections: Additional requirements may also be prescribed in other Sections of these Specifications.

PART 2 – PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 TELEPHONE SERVICE

- A. Contractor shall provide his own telephone service as required. Contractor's Project Manager and Superintendent shall have a cell phone available at all times.
- B. Use of Owner's private phones is not allowed unless authorized by Owner.

3.2 TOILET FACILITIES

- A. Contractor shall provide and maintain an adequate number of temporary toilets with proper enclosures as necessary for use of workmen during construction. Keep toilets clean and comply with all local and state health requirements and sanitary regulations.
- B. Locate toilet facilities in Parking/Staging storage area as approved by Owner.

3.3 FIRST AID SUPPLIES

- A. Provide medical supplies and equipment at the site for first-aid service to persons injured in connection with the Work.

3.4 FIRE PROTECTION

- A. Fire Protection:

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1. Provide temporary fire protection as required by federal, state, as local laws, codes, and ordinances.
2. Provide minimum two (2) charged and functioning fire extinguishers of appropriate size, within 10'- 0" of combustible materials. Ensure that all personnel are fully trained in operation of provided extinguishers.
3. Reasonable precautions against fire shall be taken throughout Operations. Flammable material shall be properly handled and stored in accordance with governing code requirements.
4. Open fires are prohibited at the site.

3.5 DRAINS AND SEWERS

- A. Contractor shall keep drains and sewers clean and free of construction debris during all phases of Work.
- B. Do not permit debris or other contaminants deleterious to the City sewer system to be washed down drains or sewers.
- C. Protect City of Georgetown storm drainage facilities that are adjacent to or affected by the Work of this Contract. Comply with City of Georgetown requirements for protecting storm sewer system from construction generated waste water.

3.6 TRAFFIC CONTROL AND PROTECTION

- A. Provide signs, flagmen, lights, or other warning devices as required to control pedestrian traffic around the building and to prevent pedestrians from entering areas of the Work.
- B. All sidewalks shall remain open and accessible at all times. Protective canopies or other appropriate means shall be installed over building entrances when work is occurring overhead or adjacent to those areas.
- C. Furnish and erect barricades to protect building occupants and vehicles and to prevent pedestrian or vehicular traffic adjacent to any area affected by construction activities.
- D. Contractor shall be responsible for maintaining any means of egress required by governing building codes for continual public use of the building.
- E. Provide barricades as necessary at building entrances to protect occupants during work in these areas.

3.7 SPECIAL CONTROLS

- A. Parking: Park only in areas approved by Owner.
- B. Dust, Debris and Water Control:
 1. Contractor shall take precautions as necessary to prevent dust, dirt, construction-related water and particles, etc. from leaving the immediate work area.
 2. Contractor shall take appropriate means if dust or debris exceeds levels established by City laws and ordinances.

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- C. Construction Warning Signs: Provide and maintain suitable signs at each building entrance to warn guests and public of work while repair work is in progress.

3.8 MAINTENANCE

- A. Maintain temporary facilities and controls as long as necessary for safe and proper completion of the Work.

3.9 REMOVAL

- A. Remove temporary facilities and controls as rapidly as progress of the Work will safely permit.

3.10 CLEANING

- A. Maintain areas free of waste materials, debris and rubbish. Maintain site at all times in a clean and orderly fashion.
- B. Remove waste materials, debris, and rubbish from site periodically and dispose off-site in a legal manner. Do not use Owner's trash containers for disposal of waste materials, debris and rubbish.
- C. Periodically clean interior areas affected by the Work to provide suitable conditions for occupied areas.
- D. Restore existing facilities used during construction to their condition prior to commencement of work.

END OF SECTION

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SECTION 015113 TEMPORARY HEATING, COOLING, AND VENTILATING

PART 1 - GENERAL

1.1 DESCRIPTION

- A. For those Projects requiring incidental Mechanical Work; includes installation of temporary mechanical work, disconnects, reconnects, and other incidental mechanical, and plumbing work, not specified herein but necessary for the successful execution of the Work as set forth in the Contract Documents.

PART 2 - PRODUCTS

2.1 MATERIAL AND WORKMANSHIP

- A. All materials and equipment required shall be:
1. Installed by mechanics skilled in their trades, working under the direct supervision of competent experienced foremen or superintendents.
 2. Installed in compliance with all applicable Occupational Safety and Health Administration Rules and Regulations.
 3. Installed in compliance with all applicable local, Ventilating, Air Conditioning, and Plumbing Codes.
- B. Prior to conducting any mechanical work, perform a complete survey of all roof top mechanical equipment with the Owner's representative to verify the functional condition of the equipment. Document the survey in writing, signed by the Owner's representative and the Contractor. Provide a copy to the Roof Consultant.

2.2 TIMELY PLACEMENT OF MATERIALS AND EQUIPMENT

- A. Install items specified in Paragraph 2.01 of this Section at the proper time during progress of construction. Coordinate work operations with other trades as necessary.

PART 3 - EXECUTION

3.1 GENERAL

- A. Install temporary mechanical work necessary to comply with the work of other Sections.
- B. Remove temporary mechanical work necessary to comply with other Sections at completion of Project and correct any damage to property.
- C. At the end of the Project, any non-functional mechanical equipment (not noted on the survey list) will be the responsibility of the Contractor to restore to functional working order.

END OF SECTION

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SECTION 015123 TEMPORARY ELECTRICITY

PART 1 - GENERAL

1.1 DESCRIPTION

- A. For those Projects requiring incidental Electrical Work: Included installation of temporary power, disconnects, reconnects, lightning arrestor systems, and other incidental electrical work necessary to perform the Work of the Contract Documents.

PART 2 - PRODUCTS

2.1 MATERIALS AND WORKMANSHIP

- A. All materials and equipment required shall be:
1. Approved by Underwriters Laboratories and solabeled.
 2. For wire and cable, marked as required by Article 310-1- National Electrical Code.
 3. Installed by mechanics skilled in their trades, working under the direct supervision of competent experience foremen or superintendents.
 4. Installed in compliance with all applicable Occupational Safety and Health Administration and applicable local electrical codes.
- B. Prior to conducting any electrical work, perform a complete survey of all roof top electrical lines and service with the Owner's representative to verify the functional condition of the electrical service. Document the survey in writing, signed by the Owner's representative and the Contractor. Provide a copy to the Roof Consultant.

2.2 TIMELY PLACEMENT OF MATERIALS AND EQUIPMENT

- A. Install items specified in Paragraph 2.01 of this Section at the proper time during progress of construction. Coordinate work operations with other trades as necessary.

PART 3 - EXECUTION

3.1 GENERAL

- A. Provide temporary electrical power as required to perform the Work of the Contract Documents.
- B. Remove all temporary electrical items at completion of Project and correct any damage to property.
- C. At the end of the Project, any non-functional electrical service (not noted on the survey list) will be the responsibility of the Contractor to restore to functional working order.

END OF SECTION

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SECTION 016000 PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the General Services Agreement, including the Statement of Work and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for handling requests for substitutions made after award of the Contract.
- B. Related Sections: The following Sections contain requirements that relate to this Section:
1. Section 013300 "Submittal Procedures" specifies requirements for submitting the Contractor's Construction Schedule and the Submittal Schedule.

1.3 DEFINITIONS

- A. Definitions in this Article do not change or modify the meaning of other terms used in the Contract Documents.
- B. Substitutions: Changes in products, materials, equipment, and methods of construction required by the Contract Documents proposed by the Contractor after award of the Contract are considered to be requests for substitutions. The following are not considered to be requests for substitutions:
1. Substitutions requested during the bidding period, and accepted by Addendum prior to award of the Contract, are included in the Contract Documents and are not subject to requirements specified in this Section for substitutions.
 2. Revisions to the Contract Documents requested by the Owner.
 3. Specified options of products and construction methods included in the Contract Documents.
 4. The Contractor's determination of and compliance with governing regulations and orders issued by governing authorities.

1.4 SUBMITTALS

- A. Substitution Request Submittal: The Owner will consider requests for substitution if received within 10 days after commencement of the Work. Requests received more than 10 days after commencement of the Work may be considered or rejected at the discretion of the Owner.
1. Submit 3 copies of each request for substitution for consideration. Submit requests in the form and according to procedures required for change-order proposals.
 2. Identify the product or the fabrication or installation method to be replaced in each request. Include related Specification Section and Drawing numbers.
 3. Provide complete documentation showing compliance with the requirements for substitutions, and the following information, as appropriate:

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- a. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by the Owner and separate contractors that will be necessary to accommodate the proposed substitution.
 - b. A detailed comparison of significant qualities of the proposed substitution with those of the Work specified. Significant qualities may include elements, such as performance, weight, size, durability, and visual effect.
 - c. Product Data, including Drawings and descriptions of products and fabrication and installation procedures.
 - d. Samples, where applicable or requested.
 - e. A statement indicating the substitution effect on the Contractor's Construction Schedule compared to the schedule without approval of the substitution. Indicate the effect of the proposed substitution on overall Contract Time.
 - f. Cost information, including a proposal of the net change, if any in the Contract Sum.
 - g. The Contractor's certification that the proposed substitution conforms to requirements in the Contract Documents in every respect and is appropriate for the applications indicated.
 - h. The Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of the failure of the substitution to perform adequately.
4. Owner's Action: If necessary, the Owner will request additional information or documentation for evaluation within one week of receipt of a request for substitution. The Owner will notify the Contractor of acceptance or rejection of the substitution within two weeks of receipt of the request, or one week of receipt of additional information or documentation, whichever is later. Acceptance will be in the form of a change order.
- a. Use the product specified if the Owner cannot make a decision on the use of a proposed substitute within the time allocated.

PART 2 - PRODUCTS

2.1 SUBSTITUTIONS

- A. Conditions: The Owner will receive and consider the Contractor's request for substitution when one or more of the following conditions are satisfied, as determined by the Owner. If the following conditions are not satisfied, the Owner will return the requests without action except to record noncompliance with these requirements.
1. Extensive revisions to the Contract Documents are not required.
 2. Proposed changes are in keeping with the general intent of the Contract Documents.
 3. The request is timely, fully documented, and properly submitted.
 4. The specified product or method of construction cannot be provided within the Contract Time. The Owner will not consider the request if the product or method cannot be provided as a result of failure to pursue the Work promptly or coordinate activities properly.
 5. The request is directly related to an "or-equivalent" clause or similar language in the Contract Documents.
 6. The requested substitution offers the Owner a substantial advantage, in cost,

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time, energy conservation, or other considerations, after deducting additional responsibilities the Owner must assume.

7. The specified product or method of construction cannot receive necessary approval by a governing authority, and the requested substitution can be approved.

The specified product or method of construction cannot be provided in a manner that is compatible with other materials and where the Contractor certifies that the substitution will overcome the incompatibility.

8. The specified product or method of construction cannot be coordinated with other materials and where the Contractor certifies that the proposed substitution can be coordinated.
 9. The specified product or method of construction cannot provide a warranty required by the Contract Documents and where the Contractor certifies that the proposed substitution provides the required warranty.
- B. The Contractor's submittal and the Owner's acceptance of Shop Drawings, Product Data, or Samples for construction activities not complying with the Contract Documents do not constitute an acceptable or valid request for substitution, nor do they constitute approval.

PART 3 – EXECUTION (Not Applicable)

END OF SECTION

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SECTION 017100 CLEANING

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work included: Maintain the building and site in a standard of cleanliness throughout the construction period as described in this Section.
- B. Clean roof upon completion of all Work to satisfaction of Owner and Roof Consultant.

1.2 QUALITY ASSURANCE

- A. Conduct daily inspections, and more often if necessary, to verify that requirements for cleanliness are being met.
- B. In addition to the standards described in this Section, comply with pertinent requirements of governmental agencies having jurisdiction.

PART 2 - PRODUCTS

2.1 CLEANING MATERIALS AND EQUIPMENT

- A. Provide required personnel, equipment and materials needed to maintain the specified standard of cleanliness.

2.2 COMPATIBILITY

- A. Use only the cleaning materials and equipment, which are compatible with the surface being cleaned, as recommended by the manufacturer of the materials.

PART 3 - EXECUTION

3.1 PROGRESS CLEANING

- A. Do not allow accumulation of scrap, debris, waste material, and other items not required for construction of the Work to remain overnight on the roof.
- B. Daily, and more often if necessary, inspect the site and pick up all scrap, debris, and waste material. Remove such items to the place designated for their storage.
- C. Provide adequate storage for all items awaiting removal from the job site, observing requirements for fire protection and protection of the ecology.
- D. At least once each week, and more often if necessary, completely remove all scrap, debris, and waste material from the job site.

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3.2 FINAL CLEANING

- A. "Clean", for the purpose of this Article, and except as may be specifically provided otherwise, shall be interpreted as meaning the level of cleanliness generally provided by skilled cleaners using commercial quality materials.
- B. Prior to completion of the Work remove from the job site all tools, surplus materials, equipment, scrap, debris and waste. Conduct final progress cleaning as described in Article 3.01 above.
- C. Membrane: Power wash roof membrane per manufacturer's instructions upon completion of substantial completion punch list to provide a roof membrane surface that is free of stains (adhesives, dirt, etc.) incurred during completion of the work.
- D. Site:
 - 1. Unless otherwise specifically directed by the Owner, broom clean paved areas on the site and public paved areas adjacent to the site.
 - 2. Completely remove resultant debris.
 - 3. Remove evidence of construction operations from all landscaped and pervious surfaces.
- E. Interior: remove all evidence of construction operations; surfaces ground smooth; finishes replaced.
- F. Schedule final cleaning as approved by Owner.

END OF SECTION

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SECTION 017700 CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work Included: Provide an orderly and efficient transfer of the completed Work to the Owner.

1.2 QUALITY ASSURANCE

- A. Prior to requesting Substantial and Final Completion Inspections, use adequate means to assure that the Work is completed in accordance with the specified requirements and is ready for the requested inspection.

1.3 PROCEDURES

- A. Final Completion:
1. Verify in writing by written request to Owner and Consultant.
 2. Certify that:
 - a. Contract Documents have been reviewed.
 - b. Work has been inspected for compliance with the Contract Documents.
 - c. Work has been completed in accordance with the Contract Documents.
 - d. Work is completed and ready for Final Punchlist Inspection.
 3. The Owner and Consultant will observe the Work to document status of completion. Provide Owner and Consultant access to the Work, as required to perform Inspection.
 4. Should the Owner and Consultant determine that the Work is incomplete or defective:
 - a. The Owner promptly will so notify the Contractor, in writing, listing the incomplete or defective work.
 - b. Remedy the deficiencies promptly, and notify the Owner when ready for re-inspection. Provide the Owner with access to the Work, as required to perform re-inspection.
 5. When the Owner determines that the Work is acceptable under the Contract Documents, he will request the Contractor to make closeout submittals.
- B. Closeout submittals include, but are not necessarily limited to:
1. Manufacturer's product literature for all proprietary products used in the Work.
 2. As-built drawings and specifications, indicating changes (Change Orders, RFIs, Field Directives, etc.) in construction affecting the contract documents.
 3. Operation and maintenance data for items so listed in pertinent other Sections of these Specifications, and for other items when so directed by the Owner.
 4. Warranties and bonds.
 5. Evidence of compliance with requirements of governmental agencies having jurisdiction including but not necessarily limited to Certificate of Inspection.

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6. Certificates of Insurance for products and completed operations.
 7. Evidence of payment and release of liens.
 8. List of subcontractors, service organizations, and principal vendors, including names, addresses, email addresses, and telephone numbers where they can be reached.
- C. Final Adjustment of Accounts:
1. Submit a final statement of accounting to the Owner, showing all adjustments to the Contract Sum.
 2. If so required, the Contractor will prepare final Charge Order showing adjustments to the Contract Sum, which was not made previously by Change Orders.
 3. Final payment may be withheld if warranties and other closeout submittals do not comply with requirements of the Contract Documents.

1.4 INSTRUCTION

- A. Instruct the Owner's personnel in proper operation and maintenance of all applicable items provided as part of the Work.

1.5 WARRANTIES

- A. .Manufacturer's System Warranty Roof
- B. Joint Sealant Manufacturer's Warranty
- C. Contractor's Two Year Warranty: Warranty shall be assigned to Owner and submitted on the form provided in Section 017836
- D. Warranties shall be fully transferable.

END OF SECTION

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SECTION 024100 DEMOLITION

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Removal of existing surface gravel from built-up roof to accept the new re-cover system.
- B. Removal of any wet or otherwise non-functional existing insulation.
- C. Contractor shall dispose of all materials in a licensed landfill and provide the Owner with signed documentation of all materials disposed.

1.2 SUBMITTALS

- A. Submit demolition and removal procedures and schedule under provisions of Division 1.
- B. Submit record documents under provisions of Division 1.

1.3 SEQUENCING AND SCHEDULING

- A. Sequence and schedule work to accommodate Owner's use of premises.

1.4 EXISTING CONDITIONS

- A. Conduct demolition to minimize interference with adjacent roofing, roof-mounted equipment, and roof deck and structure to remain.
- B. Provide, erect, and maintain temporary barriers and security devices.
- C. Conduct operations with minimum interference to public or private thoroughfares. Maintain egress and access at all times.
- D. Do not close or obstruct roadways or sidewalks without Owner's written consent.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that areas to be demolished are clear of encumbrances.
- B. Beginning of demolition means acceptance of existing conditions.

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3.2 PREPARATION

- A. Protect existing landscaping materials, appurtenances, structures, paving, roofing and siding, roof mounted equipment, roof deck and structure, which are not to be demolished.
- B. Verify abandoned equipment and penetrations to be removed and obtain written confirmation from Owner's representative prior to removal and repair of deck opening.

3.3 EXECUTION

- A. Contractor shall only perform demolition at areas that can be recovered watertight in the same day. Contractor shall not leave demolished materials in a non-watertight condition overnight.
- B. Evenly cut edges of existing materials that are to be expanded, replaced, or modified.
- C. Cease operations and notify Owner immediately if adjacent structures or materials appear to be endangered. Do not resume operations until corrective measures have been taken.
- D. Except when instructed otherwise, immediately remove demolished material from site daily.
- E. Remove materials to be re-installed or retained by Owner in a manner to prevent damage.
- F. Do not burn or bury materials onsite.
- G. Remove demolished materials from site daily as the work progresses. Keep common areas free of debris at all times. Leave site in clean condition.
- H. Stop demolition work and notify the Owner and Roof Consultant immediately if suspected hazardous or unknown materials are encountered.
- I. Exercise care in demolition work to prevent damage to interior finishes.

END OF SECTION

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SECTION 061050 ROUGH CARPENTRY

PART I - GENERAL

1.1 SECTION INCLUDES

- A. All materials and labor for work requiring new lumber such as nailers and curbs will be provided and installed by Contractor.

1.2 QUALITY ASSURANCE

- A. Rough Carpentry Lumber: Visible grade stamp of agency certified by SFPA.
- B. Provide Underwriters' Laboratories (UL) approved identification for fire resistant treated materials.

1.3 REGULATORY REQUIREMENTS

- A. Conform to applicable building code, latest edition, for fire retardant requirements of wood.
- B. Conform to FM Loss Data Bulletin I-49 for securement requirements.

1.4 SUBMITTALS

- A. Submit shop drawings and product data under provisions of Section 013300.
- B. Indicate materials, fastening methods, accessories, and locations.
- C. Submit manufacturer's certifications under provisions of Section 013300 that wood treatment is in accordance with applicable requirements.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Lumber and Wood Cants: No. 2 Grade Yellow Pine, Standard Douglas Fir.
- B. Curbs and curb extensions: No. 2 grade yellow pine, Standard Douglas Fir, pressure treated, KDAT 19%.
- C. Plywood: Wolmanized, 5/8-inch, exterior grade CDX or better, APA grade marked.

2.2 WOOD TREATMENT

- A. Wood Preservative (Pressure Treatment): Shop pressure treatment using waterborne preservatives; 0.25 pounds per cubic foot of preservative, kiln dried after treatment (KDAT) to maximum 19 percent moisture content, meeting Federal Specification TT-W-550, or the latest Federal approval for wood preservative pressure treatment.

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2.3 SCHEDULE OF FASTENERS

A. Fasteners – General:

1. Exposed fasteners: non-ferrous stainless steel with bonded neoprene washers.
2. Fasteners compatible to all materials to which they come in contact so that dielectric corrosion does not occur.

B. Wood Nailer Fasteners:

1. Wood Substrate: Non-ferrous stainless steel screws, gauge and length to suit application and as necessary to penetrate underlying wood support members a minimum of 1-1/4 inch. Each screw to have a minimum pull out resistance of 100 pounds.
2. Metal Substrate: A No. 12 Factory Mutual approved, fluorocarbon coated roofing screw.
3. Concrete or masonry surfaces: Non-ferrous stainless steel anchor with expansion shank, length as recommended by manufacturer for minimum 1,000 pound pull-out resistance.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that surfaces are ready to receive work.
- B. Verify mechanical, electrical, and building items affecting work of this Section are placed and ready to receive this work.
- C. Beginning of installation means acceptance of existing conditions.

3.2 PREPARATION

- A. Before installation, prime paint wood surfaces of items or assembles to be in contact with cementitious materials.

3.3 INSTALLATION

- A. Set and secure materials and components in place, plumb and level.
- B. Install components with approved fasteners suited to materials.
- C. Curbs:
 1. Install new wood to provide total height of a minimum of 8 inches above the finished roof surface, and to allow for height of tapered insulation system and crickets, as applicable.
 2. Fasten securely to substrate.
 3. Treat surfaces exposed by cutting as recommended by preservative manufacturer.
 4. Fasten wood curb to nailer prior to installation with appropriate wood nailer fasteners on 12-inch centers.
- D. Wood Nailer Installation: Attach nailers to wood substrates with two rows of appropriate fasteners on 12-inch centers, or as shown in Drawings. Offset fasteners from underlying wood nailer fasteners.

END OF SECTION

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SECTION 07220 ROOF AND DECK INSULATION

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Roof and Deck Insulation.

1.2 RELATED WORK

- A. Section 06100 – Rough Carpentry
- B. Section 07530 – Fully Adhered Single-Ply Membrane System
- C. Section 07600 – Flashing and Sheet Metal

SYSTEM DESCRIPTION

- A. New Roof System Insulation: Rigid insulation board consisting of two (2) layers (1.5") inch polyiso rigid insulation board as specified to achieve a complete and proper substrate for the specified roof membrane system.
- B. ½" High Density polyiso board.
- C. Tapered Polyisocyanurate Insulation for crickets, saddles and sumps: ASTM C1289, closed cell foam core bonded to fiberglass facers top and bottom, slope as required to achieve minimum two times the opposing slope per foot; minimum ¾-inch starting thickness and maximum thickness of 2"; 4'x4' maximum board dimension.

1.4 SUBMITTALS

- A. Submit manufacturer's installation instructions, samples and product data, in accordance with the provisions of Section 01300.
- B. Submit two full size samples of each insulation board type and thickness.
- C. Submit manufacturer's certificate, in accordance with the provisions of Section 01300, that products meet or exceed specified requirements.
- D. Submit certification from roof membrane manufacturer that board insulation materials are acceptable for use with roof membrane materials.

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- E. For mechanically attached systems, submit results of the fastener pull-out resistance testing. Provide fastener pull-out resistance test results. Pull-out resistance testing is to be performed by a technical representative of the fastener manufacturer. A minimum number resistance tests shall be performed and documented. Any pull tests falling below the value required by the system manufacturer shall be re-tested in the same vicinity of the low value test.
- F. For fully adhered systems, submit manufacturer's latest published installation instructions for their two-component, low-rise polyurethane insulation adhesive applied in beads for adhesive attachment of approved roof insulations to acceptable substrates.

1.5 STORAGE AND HANDLING

- A. Store products of this Section in lockable watertight storage containers.
- B. Rooftop storage shall be limited to quantities of material that can be installed daily. No overnight rooftop storage of materials is permitted.

PART 2 - PRODUCTS

2.1 INSULATION BOARD

- A. Polyiso Rigid Insulation Board: , closed cell foam core bonded to fiberglass facers top and bottom, in compliance with ASTM C 1289

Thickness: Two (2) layers of 1.5" polyiso.

One (1) layer of ½" HD polyiso.

- B. Tapered Polyisocyanurate Insulation for crickets, saddles and sumps: ASTM C1289, closed cell foam core bonded to fiberglass facers top and bottom, slope as required to achieve minimum two times the opposing slope per foot; minimum ¾-inch starting thickness and maximum thickness of 2"; 4'x4' maximum board dimension.

2.2 FASTENERS

- A. Fasteners and Plates: Polymer coated case-hardened steel screw with pre- assembled galvanized steel plate, as approved by the insulation and membrane manufacturer to be included in their System Warranty.
- B. Bead Adhesive: Insulation manufacturer's recommended bead adhesive, two-component, low-rise polyurethane insulation adhesive, in accordance with the manufacturer's latest published installation requirements, applied in beads for adhesive attachment of insulation with bead spacing as recommended by manufacturer.
- C. Provide adhesive manufacturer's Insulation Adhesive Test Report.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Clean deck. If necessary, repair deteriorated or non-serviceable steel deck in accordance with Section 07015.

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3.2 INSTALLATION

- A. Verify and document in Daily Report that the existing deck/substrate is functional; insulation board is free from moisture and suitable as substrate for roof membrane.
- B. Install insulation in accordance with the primary roofing materials manufacturer's latest published recommendations.

END OF SECTION

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SECTION 07530 THERMOPLASTIC TPOMEMBRANE SYSTEM

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Base Bid: Installation of fully adhered TPO roof membrane and flashings.
- B. The roof system (membrane, flashings, accessories, and insulation) shall qualify for the Manufacturer's Twenty (20) Year No Dollar Limit (NDL) System Guarantee. The Warranty shall be fully transferable.

1.2 RELATED SECTIONS

- A. Section 06100 – Rough Carpentry
- B. Section 07220 – Roof and Deck Insulation
- C. Section 07600 – Flashings and Sheet Metal

1.3 EXTENT OF WORK

- A. Provide all labor, material, tools, equipment, and supervision necessary to complete the installation of a .060" (60-mil) thick, white, reinforced TPO (Thermoplastic Polyolefin) membrane, and flashings as specified herein and as indicated on the Drawings in accordance with the manufacturer's most current specifications, details, and the Specifications and Drawings, whichever is more stringent.
- B. Contractor shall be fully knowledgeable of all requirements of the Contract Documents and shall make themselves aware of all job site conditions that will affect their work.
- C. Contractor shall confirm all given information and advise the Roof Consultant and Architect, prior to bid, of any conflicts that will affect their cost proposal.
- D. Any Contractor who intends to submit a bid using a roofing system other than the approved manufacturers must submit for pre-qualification in writing a minimum of four calendar days prior to the bid date. Any Contractor who fails to submit all information as requested will be subject to rejection. Bids stating "as per plans and specs" will be unacceptable.

1.4 SUBMITTALS

- A. Prior to starting work, the Contractor must submit the following:
 - 1. Shop drawings showing layout, details of construction and identification of materials.

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2. Sample of the manufacturer's Twenty (20) Year NDL Membrane System Warranty, and copy of the Application for Warranty.
 3. Submit a letter of certification from the manufacturer, which certifies that the Contractor has been authorized a minimum of 5 years to install the manufacturer's Twenty Year NDL System Warranty and list foremen who have received training from the manufacturer along with the dates training was received.
 4. For mechanically fastened systems, certification from the membrane manufacturer indicating the fasteners are capable of providing a static back out resistance of 300 pounds minimum.
 5. Certification from the membrane manufacturer indicating the membrane thickness over the reinforcing scrim (top ply membrane thickness) is nominal .015" (15-mil).
 6. Certification of the manufacturer's warranty reserve.
 7. Copy of the Energy Star Rebate Application to the primary electric power provider for the Project, as applicable.
 8. Copy of the pre-existing damage documentation.
- B. Upon completion of the installed work, submit:
1. Copies of the manufacturer's final inspection prior to the issuance of the manufacturer's warranty.

1.5 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Deliver materials to the job site in the manufacturer's original, unopened containers or wrappings with the manufacturer's name, brand name and installation instructions intact and legible. Deliver in sufficient quantity to permit work to continue without interruption.
- B. No overnight rooftop storage will be permitted.
- C. Comply with the manufacturer's written instructions for proper material storage.
 1. Store membrane in the original undisturbed plastic wrap in a cool, shaded area and cover with light-colored, breathable, waterproof tarpaulins. Membrane that has been exposed to the elements for approximately 7 days must be prepared with manufacturer's membrane cleaner prior to hot air welding.
 2. Store curable materials (adhesives and sealants) between 60 degrees F and 80 degrees F in dry areas protected from water and direct sunlight. If exposed to lower temperature, restore to 60 degrees F minimum temperature before using.
 3. Store materials containing solvents in dry, well-ventilated spaces with proper fire and safety precautions. Keep lids on tight. Use before expiration of their shelf life.

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- D. Any materials which are found to be damaged shall be removed and replaced at the applicator's expense.

1.6 WORK SEQUENCE

- A. Schedule and execute work to prevent leaks and excessive traffic on completed roof sections. Care should be exercised to provide protection for the interior of the building and to ensure water does not flow beneath any completed sections of the membrane system.
- B. Furnish and install temporary membrane protection for all foot and equipment traffic required over newly installed completed roofing sections.
- C. Do not disrupt activities in occupied spaces.

1.7 USE OF THE PREMISES

- A. Before beginning work, the Contractor must secure approval from the building owner's representative for the following:
 - 1. Areas permitted for personnel parking.
 - 2. Access to the site.
 - 3. Areas permitted for storage of materials and debris.
 - 4. Areas permitted for the location of cranes, hoists and chutes for loading and unloading materials to and from the roof.

1.8 EXISTING CONDITIONS

- A. If discrepancies are discovered between the existing conditions and those noted on the drawings, immediately notify the Architect and Roof Consultant by phone and solicit the manufacturer's approval prior to commencing with the work. Necessary steps shall be taken to make the building watertight until the discrepancies are resolved.

1.9 TEMPORARY FACILITIES AND CONTROLS

- A. Temporary Utilities:
 - 1. Water, power for construction purposes and lighting are available at the site and will be made available to the Contractor, by prior approval of the Owner; and said use will not interfere with the building's operations.
 - 2. Provide all hoses, valves and connections for water from source designated by the owner when made available.
 - 3. When available, electrical power should be extended as required from the source. Provide all trailers, connections and fused disconnects.

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- B. Temporary Sanitary Facilities
 - 1. Sanitary facilities will not be available at the job site. The Contractor shall be responsible for the provision and maintenance of portable toilets or their equal.
- C. Building Site:
 - 1. Contractor shall use reasonable care and responsibility to protect the building and site against damages. The contractor shall be responsible for the correction of any damage incurred as a result of the performance of the Contract.
 - 2. A pre-roof construction walk-through of the interior and exterior of the building shall be performed by the Contractor's Project Manager and a representative of the Owner to document all pre-existing damage by digital photographs or by video, to be submitted to the Architect and Roof Consultant. At the end of the Project, the correction of all roof related damages not previously documented, shall be the responsibility of the Contractor to correct.
 - 3. The Contractor shall remove all debris from the job site in a timely and legally acceptable manner so as to not detract from the aesthetics or the functions of the building.
- D. Security:
 - 1. Comply with the owner's requirements for personnel identification, inspection and other security measures.

1.10 JOB SITE PROTECTION

- A. The Contractor shall adequately protect building, paved areas, service drives, lawn, shrubs, trees, etc. from damage while performing the required work. Provide canvas, boards and sheet metal (properly secured) as necessary for protection and remove protection material at completion. The contractor shall repair or be responsible for costs to repair all property damaged during the roofing application.
- B. During the Contractor's performance of the work, the building owner will continue to occupy the existing building. The contractor shall take precautions to prevent the spread of dust and debris, particularly where such material may sift into the building. The Contractor shall provide labor and materials to construct, maintain and remove necessary temporary enclosures to prevent dust or debris in the construction area(s) from entering the remainder of the building.
- C. Do not overload any portion of the building, either by use of or placement of equipment, storage of debris, or storage of materials.
- D. Protect against fire and flame spread. Maintain proper and adequate fire extinguishers.
- E. Take precautions to prevent drains, gutters and downspouts from clogging during the roofing application. Remove debris at the completion of each day's work and clean drains and gutters if required. At completion, test drains and gutters to ensure the system is free running and drains are watertight. Remove strainers and plug drains in areas

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Where work is in progress. Install flags or other telltales on plugs. Remove plugs each night and replace strainers.

- F. Remove all traces of piled bulk materials and return the job site to its original condition upon completion of the work.

1.11 WORKMANSHIP

- A. Applicators installing new roof, flashing and related work shall be factory trained and approved by the manufacturer they are representing.
- B. All work shall be of highest quality and in strict accordance with the manufacturer's published specifications and to the building owner's and Roof Consultant's satisfaction.
- C. Provide at least one thoroughly trained and experienced, non-working English speaking superintendent on the job at all times roofing work is in progress.

1.12 QUALITY ASSURANCE

- A. The roofing system must achieve a UL Class A and fastening pattern equal to FM 1-75 rating.
- B. Unless otherwise noted in this specification, the Contractor must strictly comply with the manufacturer's current specifications and details.
- C. The roofing system must be installed by an applicator authorized and trained by the manufacturer in compliance with shop drawings as approved by the manufacturer.
- D. Provide an adequate number of experienced workmen regularly engaged in this type of work who are skilled in the application techniques of the materials specified.
- E. There shall be no deviations made from this specification or the approved shop drawings without the prior written approval of the Architect and Roof Consultant. Any deviation from the manufacturer's installation procedures must be supported by a written certification on the manufacturer's letterhead and presented for the Architect and Roof Consultant's consideration.
- F. Before commencement of the roof construction, the Contractor shall arrange for inspections to be made by a non-sales technical representative of the membrane manufacturer, as follows:
 - 1. On the first day of roof membrane installation;
 - 2. A minimum of one interim inspection;
 - 3. A final inspection in order to determine whether or not corrective work will be required before the warranty will be issued.
 - 4. Notify the Architect and Roof Consultant seventy-two (72) hours prior to the manufacturer's inspections, and coordinate the inspection visits to coincide with visits by the Contractor's Project Manager, and the Roof Consultant.
 - 5. Provide copies of the membrane manufacturer's inspection reports to the Architect and

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Roof Consultant not later than five (5) calendar days following the inspection.

1.13 JOB CONDITIONS, CAUTIONS AND WARNINGS

- A. Material Safety Data Sheets (MSDS) must be on location at all times during the transportation, storage and application of materials.
- B. When positioning membrane sheets, locate all field splices away from low spots and out of drain sumps. All field splices shall be shingled to prevent bucking of water.
- C. When loading materials onto the roof, the installer must comply with the requirements of the building owner to prevent overloading and possible disturbance to the building structure.
- D. Proceed with roofing work only when weather conditions are in compliance with the manufacturer's recommended limitations, and when conditions will permit the work to proceed in accordance with the manufacturer's requirements and recommendations.
- E. Proceed with work so new roofing materials are not subject to construction traffic. When necessary, new roof sections shall be protected and inspected upon completion for possible damage.
- F. Provide temporary protection, such as 3/4 inch thick plywood over minimum 1-inch thick rigid insulation board, for all roof areas exposed to traffic during construction. Plywood must be smooth and free of fasteners and splinters. Ensure temporary protection is weighed down to prevent wind uplift.
- G. The surface on which the insulation or roofing membrane is to be applied shall be clean, smooth, dry, and free of projections or contaminants that would prevent proper application of or be incompatible with the new installation, such as fins, sharp edges, foreign materials, oil and grease.
- H. New roofing shall be complete and weathertight at the end of each workday.
- I. Contaminants such as grease, fats and oils shall not be allowed to come in direct contact with the roofing membrane.
- J. Pro-rated System Warranties shall not be accepted. The System Warranty shall be fully transferable, and transfer of the Warranty shall not be unreasonably withheld.

Evidence of the manufacturer's warranty reserve shall be included as part of the project submittals for the Roof Consultant's approval.

PART 2 - PRODUCTS

TPO MEMBRANE

07530-9

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2.1 GENERAL

- A. All components of the specified roofing system shall be products of the following approved manufacturers:
1. Carlisle-Syntec
 2. GAF Mfr.
 3. Firestone Building Products
 4. Pre-bid approved equivalent.
- B. All products (including insulation, fasteners, fastening plates and edgings) must be manufactured and supplied by the roofing system manufacturer and covered by the warranty. Any products required by the Project not manufactured by the roofing system manufacturer shall be approved for use, in writing, by the roofing systems manufacturer.

2.2 MEMBRANE

- A. Furnish .060" (60-mil) thick, white reinforced TPO (Thermoplastic Polyolefin) membrane as needed to complete the roofing system. Membrane thickness over the reinforcing scrim (top-ply thickness) shall be nominal .015" thick (15-mil).

2.3 INSULATION/UNDERLAYMENT

- A. The rigid insulation board shall be as specified in Section 07220.

2.4 ADHESIVES AND CLEANERS

All products shall be furnished by the primary membrane manufacturer, and specifically formulated for the intended purpose.

- A. Bonding Adhesive
- B. Edge Sealant
- C. Water Cut-Off Mastic and Sealant
- D. Pocket Sealant
- E. Membrane Cleaner

2.5 FASTENERS AND PLATES

- A. Seam Fastening Plates at Concrete Walls: 1-1/4" long expansion anchor with a zinc plated steel drive pin, 8 inches on center maximum, with 3" diameter round galvanized plate.

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PART 3 - EXECUTION

3.1 GENERAL

- A. Inspect the deck/existing spudded roof assembly and verify preparation to provide an acceptable installation of the membrane system.
- B. Comply with the manufacturer's published instructions for the installation of the membrane roofing system including proper substrate preparation, jobsite considerations and weather restrictions.
- C. Position sheets to accommodate contours of the roof deck and shingle splices to avoid bucking water.

3.2 MEMBRANE PLACEMENT AND ATTACHMENT

- A. Unroll and position membrane without stretching. Provide and secure both perimeter and field membrane sheets in accordance with the manufacturer's most current specifications, details, the Contract Document Specifications and Drawings, and FM 1-75.
- B. Secure the membrane with bonding adhesive, in strict accordance with the manufacturer's requirements to qualify for a Twenty (20) Year NDL system warranty.
- C. Install adjoining membrane sheets in the same manner in accordance with the manufacturer's specifications. Using a heavy roller, recommended by the membrane manufacturer, roll the membrane into the bed of adhesive to insure solid adhesion.

3.3 MEMBRANE SPLICING/HOT AIR WELDING PROCEDURES

- A. Perform calibration test of the automatic hot air welding machine or hot air hand welder in accordance with the manufacturer's specifications, with Roof Consultant present prior to commencing installation. Record calibration test in Daily Logs.
- B. Hot air weld the membrane using the calibrated automatic hot air welding machine or hot air hand welder in accordance with the manufacturer's specifications. At all splice intersections, roll the seam with a silicone roller prior to membrane seam cooling.
- C. Probe all seams once the hot air welds have thoroughly cooled (approximately 30 minutes). Document in Daily Log that all seams have been probed and the results of probes. Provide a minimum of two (2) side lap seam "tear" samples, indicating compliant seaming as indicated by exposed scrim in lap "tear".
- D. Date and retain samples including one (1) dated sample for Roof Consultant's Field Observer.
- E. Repair all seam deficiencies the same day they are discovered. Document in Daily Log when deficient seams are discovered and repaired.
- F. Apply cut edge sealant on all cut edges of reinforced membrane (where the scrim reinforcement is exposed) after seam probing is complete.

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3.4 FLASHING

- A. Flashing of parapets, curbs, expansion joints and other parts of the roof must be performed using reinforced TPO membrane.
- B. Non-reinforced TPO membrane can be used for flashing pipe and tube penetrations, sealant pockets, scuppers, as well as inside and outside corners, only when the use of pre-fabricated accessories is not feasible, in accordance with the membrane manufacturer, Contract Document requirements, and if approved by Roof Consultant in writing.

3.5 WALKWAYS

- A. Install walkway pads where shown in the Drawings, and as required by the membrane manufacturer.
- B. Hot air weld walkway pads to the membrane in accordance with the manufacturer's specifications.

3.6 DAILY SEAL

- A. On phased roofing, when the completion of flashings and terminations is not achieved by the end of the work day, a daily seal must be performed to temporarily close the membrane to prevent water infiltration.
- B. Complete an acceptable membrane seal in accordance with the manufacturer's requirements.

3.7 CLEAN UP

- A. Perform daily clean-up to collect all wrappings, empty containers, paper, and other debris from the project site. Remove all debris from roof on a daily basis. Overnight storage of debris is prohibited. Upon completion, all debris must be disposed of in a legally acceptable manner.
- B. Prior to the manufacturer's inspection for warranty and request for Substantial Completion site visit, the applicator must perform a pre-inspection to review all work and to verify all flashing has been completed as well as the application of all caulking. Submit pre-inspection report to Architect and Roof Consultant no later than three (3) calendar days following inspection.

END OF SECTION

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SECTION 076000 FLASHING AND SHEET METAL

PART I - GENERAL

1.1 WORK INCLUDED

- A. Install flashing and sheet metal as indicated on Drawings and in these specifications as required for a complete and proper installation. The following items are included:
 - 1. Curb Flashing.
 - 2. Counter flashing.
 - 3. Counter flashing and termination bars, roof mounted mechanical equipment, vent stacks, and other terminations.
 - 4. Coping cap metal.

1.2 RELATED WORK

- A. Section 07015 – Preparation for Reroofing
- B. Section 06100 – Rough Carpentry
- C. Section 07220 – Roof and Deck Insulation
- D. Section 07530 – Fully Adhered Single Ply Membrane System

1.3 SUBMITTALS

- A. Submit shop drawings and product data under provisions of Section 01300.
- B. Describe material profile, jointing pattern, jointing details, fastening methods, and installation details.
- C. Submit samples under provisions of Section 01300.
- D. Provide full sized sample of metal flashing and post supports illustrating typical seam, external corner, internal corner, material, and finish.

1.4 QUALITY ASSURANCE

- A. Perform work in accordance with SMACNA and NRCA standard details and requirement.

1.5 QUALIFICATIONS

- A. Company specializing in sheet metal flashing work with a minimum of 10-years documented experience.

1.6 STORAGE AND HANDLING

- A. Stack pre-formed materials to prevent twisting, bending, or abrasion, and to provide ventilation.

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- B. Prevent contact with materials during storage that may cause discoloration, staining, or damage. "White rust" is considered damage and is cause for rejection.
- C. Deliver materials to the job site in the manufacturer's original, unopened packages and containers bearing manufacturer's name and label.

1.7 WARRANTY

- A. Sheet Metal work and accessories to be included in Two-Year Contractor's Warranty.
- B. Provide pre-finished metal manufacturer's twenty-year coating guarantee.
- C. Provide pre-finished metal manufacturer's twenty-year galvanized steel guarantee.

PART 2 - PRODUCTS

2.1 SHEET METALS

- A. Sheet metal flashing: 24-gauge galvanized steel.
- B. Sheet metal flashing:
 - 1. Base Bid: 24-gauge galvanized steel, TPO coated metal.
- C. Pre-finished metal: 24-gauge galvanized steel, Kynar 500.
- D. Lead: FS QQ-L-171e, hard lead, containing no less than 4 percent or more than 6 percent antimony.
- E. Copper: 16 oz. sheet

2.2 SHEET METAL COMPONENTS (as applicable)

- A. Counterflashing: 24-gauge galvanized steel.
- B. Edge flashing, Expansion Joint Covers, Coping, Conductor heads, Gutters, and Downspouts: Pre-finished 24-gauge galvanized steel.
- C. Two-piece fascia extension is required whenever fascia vertical height exceeds 8 inches.
- D. Downspout Hangers: Minimum 1/8-inch by 1-inch galvanized steel.
- E. Cover Plates, End Caps and Miscellaneous Sheet Metal: Same materials, gauge and profile as edge metal or expansion joint material.
- F. Cleats: 22-gauge galvanized steel.
- G. Tubular Penetration Sleeves and Rain Hoods: Minimum 24-gauge galvanized steel.
- H. Lead Sleeves: Minimum 2 1/2-pound lead.

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- I. Splash Block: Pre-cast concrete at ground level, where downspout discharges on surfaces other than asphalt or concrete only.
- J. Termination Bar: 1/8-inch by 1-inch galvanized bar with pre-drilled holes minimum 8- inches on center.

2.3 ACCESSORIES

- A. Solder: ANSI/ASTM B 32 50/50 type.
- B. Elastomeric Membrane: 30 mil-thick PVC vinyl water barrier.
- C. Ice and Water Shield: as manufactured by W. R. Grace and Company, or approved equivalent.
- D. Clamping Collar: Stainless steel of size necessary to fit over vent or pipe circumference, as applicable.
- E. Self-Sealing Moisture Barrier Sheet: Heat resistant, self –adhering moisture barrier.

2.4 SEALANT

- A. Type I: Application exposures to sunlight, ASTM C-920-87, Federal Specification TT-S- 00230-C one component gun-grade polyurethane sealant suitable for continuous immersion and resistant to asphalt products.
- B. Type II: Applications not exposed to sunlight, butyl rubber based.
- C. Hot vent sealant: one component neutral moisture curing silicone sealant.

2.5 SCHEDULE OF FASTENERS

- A. Exposed fasteners: Shall be non-ferrous stainless steel with stainless steel bonded neoprene or EPDM washers.
- B. Fasteners shall be compatible to all materials to which they come in contact.
- C. Cleat, Counter-flashing, and Surface Fastened Components.
 - 1. Wood Substrate: No. 10 non-ferrous stainless steel wood screws with stainless steel bonded neoprene washers of length necessary to penetrate wood substrate one inch.
 - 2. Metal Substrate: Minimum No. 10 non-ferrous stainless steel sheet metal screws or as necessary to suit application with stainless steel bonded neoprene washers.
- D. Blind Pop-Rivets: Non-ferrous Stainless steel.

2.6 FABRICATION

- A. Form sections to match existing profiles, true to shape, accurate in size, square, and free from distortion or defects.
- B. Fabricate continuous cleats and starter strips of same material as sheet, inter-lockable with sheet.

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- C. Form pieces in longest practical lengths.
- D. Hem exposed edges of metal 1/2-inch; miter and seam corners.
- E. Form materials with cover plate seam.
- F. Fasten and seal metal joints.
- G. Fabricate corners from one piece with minimum 18-inch and maximum 36-inch long legs; fasten for rigidity, seal with sealant.
- H. Fabricate vertical faces with bottom edge formed outward 1/4-inch and hemmed to form drip.
- I. Form edge metal/fascia as existing profiles as specified herein and as shown on Drawings.
- J. Form sections square, true, and accurate in size, in maximum possible lengths and free of distortion or defects detrimental to appearance or performance. Allow for expansion at joints
- K. Enlarge holes for fastening counter flashing, coping, and pressure bars as necessary to allow for thermal expansion and contraction. Cover exposed holes with appropriate washers.
- L. All fabrication and installation of sheet metal shall be in accordance with the latest published SMACNA and NRCA guidelines and recognized roofing and sheet metal industry standards.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify roof openings, curbs, pipes, sleeves, ducts, or vents through roof are solidly set, and cant strips in place, and nailing strips located.
- B. Verify membrane termination and base flashings are in place, sealed, and secure.
- C. Beginning of installation means acceptance of existing conditions.

3.2 PREPARATION

- A. Field measure site conditions prior to fabricating work.
- B. Apply bituminous protective backing on surfaces in contact with dissimilar materials.
- C. Tie-ins or contact with dissimilar metals: Install separation layer of elastomeric membrane between metal surfaces.

3.3 INSTALLATION - GENERAL

- A. Provide flashings of materials indicated on Drawings at all junctures of the roof with perimeters, curbs, mechanical, electrical equipment, etc., that a completely watertight installation is achieved.
- B. Fabricate and install sheet metal work with lines, arises and angles sharp and true, and plane surfaces free from warps and buckles. Bead or return all exposed edges. Tin metal for full area of contact on soldered seams and joints. Do soldering slowly with well heated coppers, thoroughly

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heating seams and completely filling them with solder.

- C. Prime all sheet metal to receive roofing plies or to be set in mastic.
- D. Submit details not covered in Drawings for approval by Owner or Roof Consultant.
- E. Install starter and edge strips, and cleats before starting installation.
- F. Secure flashings in place using concealed fasteners. Use exposed fasteners only in locations approved by Roof Consultant.
- G. Lock and seal all joints.
- H. Fit flashings tight in place. Make corners square, surfaces true and straight in planes, and lines accurate to profiles.
- I. Fasten sheet metal with approved fasteners at a minimum of 12 inches on centers unless otherwise specified in these Specifications or the Drawings.

3.4 TWO-PIECE COUNTERFLASHING INSTALLATION

- A. Secure counterflashing receiver over base flashing to substrate with appropriate fasteners. Secure counterflashing to receiver with stainless steel screws with bonded neoprene washers spaced 12-inches on centers.
- B. Pop-rivet and solder all seams.

3.5 CLEAT INSTALLATION

- A. Install cleats for edge/coping flashing with appropriate fasteners on eight-inch centers.

3.4 COPING CAP INSTALLATION

- A. Fabricate and install these flashings according to the latest published SMACNA and NRCA guidelines and in accordance with recognized roofing and sheet metal industry standards.
- B. All horizontal joints shall have a 1" standing seam as shown in the Drawings.
- C. Vertical flanges shall have a minimum height of three (3) inches. High side (outside) shall be cleated continuously; other side mechanically fastened as shown on the drawings.
- D. All corners shall be shop mitered, and all shall not be more than two feet beyond a corner in either direction.

END OF SECTION

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SECTION 079000

JOINT SEALANTS

PART I - GENERAL

1.01 DESCRIPTION OF WORK

- A. Miscellaneous sealant work related to new roof system, flashing installation, perimeter joints, control and expansion joints. Control and expansion joints in Courtyard masonry walls above 6' (ALTERNATE BID).
- B. Security sealant work up to 6' at control and expansion joints in Courtyard masonry walls (ALTERNATE BID).

1.02 GENERAL PERFORMANCE

- A. Joint sealers are required to establish and maintain airtight and waterproof continuous seals on a permanent basis, within recognized limitations of wear and aging for each application. Failures of installed sealers to comply with this requirement will be recognized as failures of materials and workmanship.

1.03 SUBMITTALS

- A. Submit manufacturer's product specifications, handling/installation/curing instructions, and performance tested data sheets for each product required.

1.04 JOB CONDITIONS

- A. Do not proceed with installation of sealants under unfavorable weather conditions. Install elastomeric sealants when temperature is in lower third of temperature range recommended by manufacturer for installation.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Miscellaneous sealant: Single-component, moisture-cured urethane sealant suitable for exterior applications meeting the following criteria: ASTM C 920, Type S, Grade NS, Class 25, Use T, NT, M, A, G and O.
 - 1. Sonneborn NP-1
 - 2. Approved equivalent.
- B. Security Sealant: Single-component, pick-resistant, moisture-curing, aliphatic, non-sag, polyurethane sealant for security, ASTM C920 Type S, Grade NS, Class 25, Use NT, T, M, A, G and O.
 - 1. Acceptable Product: MasterSeal CR 195 (Formally Sonolastic Ultra) by BASF.
 - 2. Approved equivalent.

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- C. Provide type of joint primer/sealer recommended by sealant manufacturer for joint surfaces to be primed or sealed.
- D. Provide polyethylene bond breaker tape or other plastic tape as recommended by sealant manufacturer, to be applied to sealant-contact surfaces where bond to substrate or joint filler must be avoided for proper performance of sealant. Provide self-adhesive tape where applicable.
- E. Provide compressible backer rod stock of polyethylene foam, polyurethane foam polyethylene jacketed polyurethane foam, butyl rubber foam, neoprene foam or other flexible, permanent, durable non-absorptive material as recommended by sealant manufacturer for back-up of and compatibility with sealant. Where used with hot-applied sealant, provide heat-resistant type that will not be deteriorated by sealant application temperature as indicated.

PART 3 - EXECUTION

3.01 INSPECTION

- A. Installer must examine substrates, (joint surfaces) and conditions under which joint sealer work is to be performed, and must notify Contractor in writing of unsatisfactory conditions. Do not proceed with joint sealer work until unsatisfactory conditions have been corrected in a manner acceptable to Installer.

3.02 JOINT PREPARATION

- A. Clean joint surfaces immediately before installation of gaskets, sealants or caulking compounds. Remove all dirt, all old sealants, insecure coatings, moisture and other substrates that could interfere with seal of gasket or bond of sealant or caulking compound. Etch joint bonding surfaces as recommended by sealant manufacturer. Roughen vitreous and glazed joint surfaces as recommended by sealant manufacturer.
- B. Prime or seal joint surfaces where indicated, and where recommended by sealant manufacturer. Confine primer/sealer to areas of sealant bond; do not allow spillage or migration onto adjoining surfaces.

3.03 INSTALLATION

- A. Comply with manufacturer's printed instruction except where more stringent requirements are shown or specified, and except where manufacturer's technical representative directs otherwise.
- B. Set joint filler units at depth or position in joint as indicated to coordinate with other work, including installation of bond breakers, backer rods and sealants. Do not leave voids or gaps between ends of joint filler units.
- C. Install sealant backer rod for liquid-applied sealants, except where shown to be omitted or recommended to be omitted by sealant manufacturer for application indicated.

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- D. Install bond breaker tape where required by manufacturer's recommendations to ensure that liquid-applied sealants will perform as intended.
- E. Employ only proven installation techniques, which will ensure that sealants are deposited in uniform, continuous ribbons without gaps or air pockets, with complete "wetting" of joint bond surfaces equally on opposite sides. Except as otherwise indicated, fill sealant rabbet to a slightly concave surface, slightly below adjoining surfaces. Where horizontal joints are between a horizontal surface and vertical surface, fill joint to form a slight cove, so that joint will not trap moisture and dirt.
- F. Install liquid-applied sealant to depths as shown or, if not shown, as recommended by sealant manufacturer but within the following general limitations, measured at center (thin) section of beads; (not applicable to sealants in lapped joints):
 - 1. For normal moving joints sealed with elastomeric sealants but not subject to traffic, fill joints to a depth equal to 50% of joint width, but neither more than 1/2" deep nor less than 1/4" deep.
 - 2. For joints sealed with non-elastomeric sealants and caulking compounds, fill joints to a depth in range of 75% to 125% of joint width.
- G. Do not allow sealants or compounds to overflow from confines of joints, or to spill onto adjoining work, or to migrate into voids of exposed finishes. Clean adjoining surfaces by whatever means may be necessary to eliminate evidence of spillage.

3.04 CURE AND PROTECTION

- A. Cure sealants and caulking compounds in compliance with manufacturer's instructions and recommendations, to obtain high early bond strength, internal cohesive strength and surface durability. Cure and protect sealants in a manner that will minimize increases in modulus of elasticity and other accelerated aging effects. Replace or restore sealants that are damaged or deteriorated during construction period.

3.05 TESTING

- A. Contractor shall notify A/E when joint sealants have cured sufficiently to allow A/E to perform a minimum of three (3) pull tests, at locations selected by A/E.
- B. In the event that pull test results are not satisfactory, Contractor shall remove and replace failed sealants as directed by A/E, at no additional cost to Owner.

END OF SECTION

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SECTION 15000 INCIDENTAL MECHANICAL WORK

PART 1 - GENERAL

1.01 DESCRIPTION

For those Projects requiring incidental Mechanical Work; includes installation of temporary mechanical work, disconnects, reconnects, and other incidental mechanical, and plumbing work, not specified herein but necessary for the successful execution of the Work as set forth in the Contract Documents.

PART 2 - PRODUCTS

2.1 MATERIAL AND WORKMANSHIP

- A. All materials and equipment required shall be:
 - 4. Installed by mechanics skilled in their trades, working under the direct supervision of competent experienced foremen or superintendents.
 - 5. Installed in compliance with all applicable Occupational Safety and Health Administration Rules and Regulations.
 - 6. Installed in compliance with all applicable local, Ventilating, Air Conditioning, and Plumbing Codes.
- B. Prior to conducting any mechanical work, perform a complete survey of all roof top mechanical equipment with the Owner's representative to verify the functional condition of the equipment. Document the survey in writing, signed by the Owner's representative and the Contractor. Provide a copy to the Roof Consultant.

2.2 TIMELY PLACEMENT OF MATERIALS AND EQUIPMENT

- A. Install items specified in Paragraph 2.1 of this Section at the proper time during progress of construction. Coordinate work operations with other trades as necessary.

PART 3 - EXECUTION

3.01 GENERAL

- A. Install temporary mechanical work necessary to comply with the work of other Sections.
- B. Remove temporary mechanical work necessary to comply with other Sections at completion of Project and correct any damage to property.
- C. At the end of the Project, any non-functional mechanical equipment (not noted on the survey list) will be the responsibility of the Contractor to restore to functional working order.

END OF SECTION

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SECTION 16010 INCIDENTAL ELECTRICAL WORK

PART 1 - GENERAL

1.01 DESCRIPTION

- A. For those Projects requiring incidental Electrical Work: Included installation of temporary power, disconnects, reconnects, lightning arrestor systems, and other incidental electrical work necessary to perform the Work of the Contract Documents.

PART 2 - PRODUCTS

2.1 MATERIALS AND WORKMANSHIP

- A. All materials and equipment required shall be:
5. Approved by Underwriters Laboratories and so labeled.
 6. For wire and cable, marked as required by Article 310-1- National Electrical Code.
 7. Installed by mechanics skilled in their trades, working under the direct supervision of competent experience foremen or superintendents.
 8. Installed in compliance with all applicable Occupational Safety and Health Administration and applicable local electrical codes.
- B. Prior to conducting any electrical work, perform a complete survey of all roof top electrical lines and service with the Owner's representative to verify the functional condition of the electrical service. Document the survey in writing, signed by the Owner's representative and the Contractor. Provide a copy to the Roof Consultant.

2.2 TIMELY PLACEMENT OF MATERIALS AND EQUIPMENT

- A. Install items specified in Paragraph 2.01 of this Section at the proper time during progress of construction. Coordinate work operations with other trades as necessary.

PART 3 - EXECUTION

3.01 GENERAL

- A. Provide temporary electrical power as required to perform the Work of the Contract Documents.
- B. Remove all temporary electrical items at completion of Project and correct any damage to property.

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- C. At the end of the Project, any non-functional electrical service (not noted on the survey list) will be the responsibility of the Contractor to restore to functional working order.

END OF SECTION

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SECTION 16670 LIGHTNING PROTECTION SYSTEM FOR REROOFING STRUCTURES

PART I. GENERAL

- 1.01 **Objective:** To provide safety for the building and occupants by preventing damage to building structure caused by lightning.
- 1.02 **Standards:** The following specifications and standards of the latest issue form a part of this specification:
- (1) Lightning Protection Institute Installation Standard, LPI 175
 - (2) National Fire Protection Association Lightning Protection Standard, NFPA 780
 - (3) Underwriters Laboratories, Inc. Installation Requirements, UL96A

1.03 **System Design:** The work covered by this section of the specifications consists of furnishing all labor, materials, and items of service required for the completion of a functional and unobtrusive lightning protection system as approved by the architect, engineer, and in strict accordance with this section of the specifications and the applicable contract drawings.

If any departure from the contract drawings or submittal drawings covered below are deemed necessary by the Contractor, details of such departures and reasons therefore shall be submitted as soon as practical to the architect/engineer for approval.

1.04 **Submittals:** Complete catalog cut sheets showing the type, and size of all conductors, through roof/through wall assemblies, roof conductors, and air terminals shall be submitted to the architect and engineer for approval.

1.05 **Quality Assurance:** The lightning protection system shall conform to the requirements and standards for lightning protection systems of the LPI, UL, and NFPA. Upon completion, a certification letter and warranty by the installation company will be delivered to the owner. The certification letter and warranty ensures the system has been installed by a company who employs LPI certified Master Designers and Installers and the building structure is protected by a lightning protection system meeting current standards. The lightning protection contractor is required to provide a LPI Master Certification, LPI Re-conditioned Certification or LPI Limited Scope Report from Lightning Protection Institute – Inspection Program (LPI-IP), depending on the lightning protection scope of work.

PART II. PRODUCTS

2.01 **Standard:** The system to be furnished under this specification shall be the standard product of manufacturers regularly engaged in the production of lightning protection equipment and shall be the manufacturer's latest approved design. The equipment shall be UL listed and properly UL labeled.

2.02 The lightning protection contractor will be required to remove the existing lightning protection system and will reinstall any salvageable and new lightning protection components. During the lightning protection removal, the removed equipment must be deemed acceptable to suit the application where it is used in accordance with accepted industry standards and LPI, UL, and NFPA standard requirements, in order for the equipment to be utilized for the reinstallation process.

QUALIFIED MANUFACTURERS: (1) Advanced Lightning Technology

INCIDENTAL ELECTRICAL WORK

16010-1

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(2) East Coast Lightning Equipment

2.03 Lightning Protection Equipment: All materials shall be copper and bronze and of the size, weight, and construction to suit the application and used in accordance with LPI, UL, and NFPA code requirements. Class I sized components may be utilized on roof levels 75 feet and below in height. Class II sized components are required for roof levels over 75 feet in height. Bolt type connectors and splicers shall be utilized on Class I and Class II structures. Pressure squeeze clamps are not acceptable. All mounting hardware shall be stainless steel to prevent corrosion.

2.04 Aluminum Components: Aluminum materials may not be used except on roofs that utilize aluminum, galvalume or galvanized metal roofing components. On aluminum, galvalume or galvanized metal roofs or where aluminum, galvalume or galvanized metal parapet caps exist, the entire roof lightning protection equipment shall utilize aluminum components to insure compatibility. However, the down leads and grounding are to utilize copper with the bimetal transition occurring at the through roof assembly with an approved bimetal through roof assembly.

2.05 Surge Protection Devices: A surge protection device at the main electrical service entrance is required by lightning protection standards. The surge protection device must comply with UL Standard 1449 as a Type 1 or Type 2 lightning rated unit of 20kA or more. It shall be the responsibility of the Electrical Contractor to install or verify that a surge protection device is installed on the main electrical service.

PART III. EXECUTION

3.01.1 Installation: The installation shall be accomplished by an experienced installation company that is UL listed,

A member of the Lightning Protection Institute (LPI) and an employer of LPI Certified Master Installers of lightning protection systems and UL listed. A Certified Master Installer shall supervise the work. All equipment shall be installed in a neat, workmanlike manner. The system shall consist of a complete conductor network at the roof and include air terminals, connectors, splicers, bonds, copper down leads, and proper ground terminals. Copper down lead conductors shall be utilized even when aluminum is required on the roof. Down lead conductors in conduit shall not be brought directly through the roof. Through roof assemblies with solid brass or stainless steel rods shall be utilized for this purpose. Structural steel may be utilized in the installation as outlined by UL, NFPA, and LPI.

3.01.2 Coordination: The lightning protection installer will work with other trades to insure a correct, neat and Unobtrusive installation. The roofing contractor will be responsible for sealing and flashing all lightning protection roof penetrations as per the roof manufacturer's recommendations. However, the lightning protection contractor will be required to coordinate locations of through roofs as required. The lightning protection contractor will be required to remove the existing lightning protection system and will reinstall any salvageable and new lightning protection components.

The lightning protection contractor shall use a compatible adhesive to adhere lightning protection components to the roof when required. The lightning protection contractor shall furnish and install the adhesive and obtain an approval of the compatible adhesive from the roof manufacturer/contractor prior to the installation. Should the roofing contractor/manufacturer require any special walk pads, membrane patches, pavers, etc. under the components of the lightning protection system, it shall be the responsibility of the roofing contractor to furnish and install such items. The lightning protection installer shall be responsible for marking the roof with all conductor and/or pad locations.

It shall be the responsibility of the lightning protection installer to assure a sound bond to the main water service and to assure interconnection with other ground systems.

3.02 Completion: Upon completion of the installation, the lightning protection installer shall conform to the Requirements and standards for lightning protection systems of the LPI, UL, and NFPA. Upon completion the following certifications shall be delivered to the owner; a certification letter and warranty by the installation company, and a LPI

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Master Certification, LPI Re-conditioned Certification or LPI Limited Scope Report from Lightning Protection Institute – Inspection Program (LPI-IP), depending on the lightning protection scope of work.

NOTE: FOR PROJECT CLARIFICATION, USE ONE PARAGRAPH OF PART IV IF PROJECT CONNECTS TO AN EXISTING STRUCTURE.

PART IV. CLARIFICATION

4.01 Clarification: This specification recognizes that additions that are attached to a structure which does not fully comply with current lightning protection standards. Therefore, all attached structures shall be reviewed for compliance. The attached structure(s) not fully complying because of damaged systems, missing systems or improperly installed systems shall be fully protected and/or repaired in order to obtain all completion certifications and warranties for the owner.

4.02 Clarification: This specification recognizes additions that are attached to a structure may not fully comply with current lightning protection standards. Therefore, lightning protection shall be provided for new buildings only. Upon completion of the installation, the installer shall furnish a completion certificate and warranty for the new addition only. In addition, a written report of findings and change request will be given on attached structure(s) in order for the facility to comply with current lightning protection standards. If no work is necessary, the completion certifications and warranties shall be provided for the entire structure.

NOTE: SPECIFYING PERSONNEL SHOULD USE ONLY ONE PARAGRAPH 4.01 IN ORDER TO CLARIFY PROJECT REQUIREMENTS AT BID TIME. IF, THE PROJECT IS NOT ATTACHED TO EXISTING STRUCTURE (S), DELETE PART IV.

NOTE: LIGHTNING PROTECTION PENETRATIONS AND/OR ATTACHMENT PROCEDURES SHOULD BE ADDRESSED IN THE ROOFING SECTION OF THE SPECIFICATIONS.

PROPOSAL COST BREAKDOWN

**ROOF IMPROVEMENTS for
WILLIAMSON COUNTY
JUSTICE CENTER COURTHOUSE ANNEX, 405 MARTIN LUTHER KING STREET and
WICO JAIL/SHERIFF'S OFFICE, 508 ROCK ST
GEORGETOWN, TEXAS**

Please complete all section below:

NO.	ITEM	DESCRIPTION	Total Costs
1.0	JUSTICE CENTER		
1.1	Total costs for roof improvements, per specifications for Justice Center	Per all specifications provided by Jim Whitten Roof Consultants	\$
1.2	Contingency Fee for Justice Center		\$ 2,000
1.3	Sub-Total for all costs for Justice Center roof reconstruction per specifications	Cost to include any and all labor, materials, equipment, insurance, bonds administration, overhead, and other expenditures.	\$
2.0	SHERIFF'S OFFICE/JAIL		
2.1	Total Costs for roof improvements per specifications for Sheriff's Office/Jail Facility (See 2.3 and 2.4 for separate pricing element)	Per all specifications provided by Jim Whitten Roof Consultants	\$
2.2	Contingency Fee for Sheriff's Office/Jail		\$ 5,000
2.3	Additional costs for Sheriff's Office roof improvements: Lightning Arrestor System		\$
2.4	Additional costs for Sheriff's Office roof improvements: Joint sealants, exterior walls		\$
2.5	Sub-Total for all costs for Sheriff's Office roof improvements, per specifications	Cost to include any and all labor, materials, equipment, insurance, bonds administration, overhead and other expenditures.	\$
	TOTAL COST FOR LINE 1.3 AND 2.5		
3.0	TOTAL PROPOSAL COSTS FOR ALL ROOF IMPROVEMENTS BOTH FACILITIES	TOTAL PROPOSAL COSTS	\$
4.0	Optional/Alternative Costs: joint Sealants, interior walls, recreational center	Reference Summary of Work, Specifications Section 1.2D (10) for alternative bid items to be priced out separately (Sheriff's Office roofing improvements)	
5.0	Payment and Performance Bonds	Cost as a percentage of Contract Cost	_____ %

6.0. Unit Prices: A unit price is a price per unit of measurement for materials or services added to or deducted from the Contract Sum by appropriate modification, if estimated quantities of Work required by the Contract Documents are increased or decreased. Unit prices include all necessary material, plus cost for delivery, installation, insurance, overhead, and profit. Bidder to round off Unit Prices to the nearest dollar (**no cents**).

(a)	Pressure treated lumber, nominal 2x6, per linear foot:	\$	
(b)	Metal decking, 22 ga. per square foot:	\$	
(c)	Lightweight insulation Fill, 2" depth, per sq. ft.	\$	
(d)	Wall Joint Backer Rod and Sealant, per linear foot	\$	
(e)	Misc. Work on a Time/Material Basis:		
	(1.) Lead man and Helper, per hour:	\$	
	(2.) Mark-up for material, percentage:		%
(f)	Base Bids include 10 lf of manufacturer's walk tread for each roof top HVAC Unit. Additional walk tread per lf.	\$	



Agreement for Construction Services

This Agreement (“Agreement”) between Williamson County, Texas, a political subdivision of the State of Texas (“Owner”) and [REDACTED] (“Contractor”) is entered into in accordance with the following terms and conditions:

ARTICLE 1 SCOPE OF WORK: The Owner desires to retain Contractor to provide the construction services for the **roof improvements to the Justice Center, Court House Annex, located at 405 Martin Luther King Street, and the Jail/Sheriff’s Office, located at 508 Rock Street, Georgetown, Texas, per the specification, provided by Jim Whitten Roof Consultants**, as defined and incorporated by reference herein. The Contractor shall have the overall responsibility for and shall provide complete construction services and furnish all materials, equipment, tools and labor as necessary or reasonably inferable to complete the following described construction services, or any phase of such services, in accordance with the Owner’s requirements and the terms of this Agreement (hereinafter collectively referred to as the “Work”):

As described in the Request for Proposals, RFP 1701-135, including the specifications set forth therein, which are incorporated herein as if copied in full.

ARTICLE 2 CONTRACT PRICE: Owner agrees to pay to the Contractor, for the satisfactory performance of the Work, the not-to-exceed amount of [REDACTED] (\$ [REDACTED]) in accordance with the terms and conditions of this Agreement.

ARTICLE 3 PLANS AND SPECIFICATIONS: The Work shall be performed pursuant to and in accordance with the following described plans and specifications, as well as any revisions made thereto as provided by Jim Whitten Roof Consultants, and the County of Williamson.

Additional Work: Should Owner choose to add additional work, such additional work shall be described in a separate written amendment to this Agreement wherein the additional work shall be described and the parties shall set forth the amount of compensation to be paid by Owner for the additional work. Contractor shall not begin any additional work and Owner shall not be obligated to pay for any additional work unless a written amendment to this Agreement has been signed by both parties.

ARTICLE 4 SUBSTANTIAL AND FINAL COMPLETION:

4.1 Commencement of Work. Contractor shall commence the Work upon instruction to do so from the Owner and Construction shall be deemed to have commenced on the date of such instruction.

4.2 Substantial Completion. “Substantial Completion” means the stage in the progress of the Work when the Work, or designated portions thereof, may still require minor modifications or adjustments but, in the Owner’s opinion, the Work has progressed to the point such that all parts of the Work under consideration are fully operational and usable for intended purposes, as evidenced by a Certificate of Substantial Completion approved by the Owner. If a Certificate of Occupancy is required by public authorities having jurisdiction over the Work, said certificate shall be issued before the Work or any

portion thereof is considered substantially complete. When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall notify Owner's Designated Representative (sometimes referred to as the "ODR") and request a determination as to whether the Work or designated portion thereof is substantially complete. If the ODR does not consider the Work substantially complete, the ODR will notify the Contractor giving reasons therefore. Failure on the Owner's part to list a reason does not alter the responsibility of the Contractor to complete all Work in accordance with the terms of this Agreement. After satisfactorily completing items identified by Owner's Designated Representative, the Contractor shall then submit another request for the ODR to determine Substantial Completion. If The ODR considers the Work substantially complete, The ODR will prepare and deliver a certificate of Substantial Completion which shall establish the date of Substantial Completion, shall include a punch list of items to be completed or corrected before final completion and final payment, shall establish the time within which the Contractor shall finish the punch list, and shall establish responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work, warranty and insurance. Failure to include an item on the punch list does not alter the responsibility of the Contractor to complete all Work in accordance with the terms and conditions of this Agreement. The certificate of Substantial Completion shall be signed by the Owner and the Contractor to evidence acceptance of the responsibilities assigned to them in such certificate.

Substantial Completion (as defined in this agreement) for all stages of the Work shall be achieved on or before the following Substantial Completion date:

DATE FOR SUBSTANTIAL COMPLETION: TBD

Under no circumstances will the time for Substantial Completion exceed this date without a written amendment to this Agreement. **THE TIMES SET FORTH IN THE CONSTRUCTION DOCUMENTS ARE AN ESSENTIAL ELEMENT OF THE AGREEMENT. TIME LIMITS STATED IN THE CONTRACT DOCUMENTS ARE OF THE ESSENCE OF THIS AGREEMENT.**

4.3 Final Completion. The Work shall be fully and finally completed **on or before TBD**; provided, however, Owner may extend said time period in the event bad weather affects the progress of the Work. Owner shall, at its sole discretion, determine when the Work has been fully and finally completed to its satisfaction.

4.4 Liquidated Damages. For each consecutive calendar day after the date of Substantial Completion that the Work is not Substantially Complete, the Owner may deduct the amount of **Two Hundred Dollars per day (\$200/day)** from any money due or that becomes due the Contractor, not as a penalty but as liquidated damages representing the parties' estimate at the time of contract execution of the damages that the Owner will sustain for late completion. The parties stipulate and agree that calculating Owner's actual damages for late completion of the Work would be impractical, unduly burdensome, and cause unnecessary delay and that the amount of daily liquidated damages set forth is reasonable.

ARTICLE 5 PAYMENT:

Contractor shall have a duty to submit to the ODR by the end of each month a statement showing the total value of the Work performed during such month. The statement shall also include the value of all sound materials delivered on the Work site and to be included in the Work and all partially completed Work, whether bid as a lump sum or a unit item, which in the opinion of the ODR is acceptable. The ODR shall examine and approve or modify and approve such statement. The Owner shall then pay the Contractor pursuant to Chapter 2251 of the Texas Government

Code (“Texas Prompt Payment Act”), as set forth in Article 11.1 of this Agreement, the total amount of the approved statement less all previous payments and all further sums that may be retained by the Owner under the terms of this Agreement or under the law. **Statements are not considered “received” until reviewed by the ODR and an approved statement is submitted to the Williamson County Auditor’s Office; therefore, Contractor must ensure timely delivery of statements for review and processing.**

At any time following the completion of all Work, including all punch list items, cleanup, and the delivery of record documents, the Contractor shall submit a certified application for final payment, including all sums held as retainage if any, to the ODR for its review and approval. Contractor shall submit, prior to or with the application for final payment, final copies of all close out documents, including maintenance and operating instructions, guarantees and warranties, certificates, and all other items required by this Agreement. Contractor shall also submit consent of surety to final payment, an affidavit that all payrolls, bills for materials and equipment, subcontracted work and other indebtedness connected with the Work, except as specifically noted, have been paid or will be paid or otherwise satisfied within the period of time required by Chapter 2251, Texas Government Code. Contractor shall furnish documentation establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of claims arising out of the Agreement. Owner is entitled to rely upon this affidavit and the Contractor may not submit a claim on behalf of a subcontractor or vendor if that claim has not been noted as an exception in the affidavit.

Owner may deduct from the final payment all sums due from Contractor for any reason, Liquidated Damages and all other deductions authorized by this Agreement.

Final payment shall constitute a waiver of all claims by the Contractor except those specifically identified in writing and submitted to the ODR prior to the application for final payment. Provided, however, that the Work shall not be deemed fully performed by the Contractor and closed until the expiration of all warranty periods.

ARTICLE 6 CONTRACTOR’S GENERAL RESPONSIBILITIES AND COVENANTS:

6.1 Contractor shall perform all services specifically allocated to it hereunder, as well as those services reasonably inferable and necessary for completion of the Work. The Contractor shall keep the Owner informed of the progress and quality of the Work. Contractor agrees and acknowledges that Owner is entering into this Agreement in reliance on Contractor's represented expertise and ability to provide the Work described in this Agreement. Contractor 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 Owner in accordance with Owner’s requirements and procedures. Contractor’s duties as set forth herein shall at no time be in any way diminished by reason of any approval by the Owner nor shall the Contractor be released from any liability by reason of such approval by the Owner, it being understood that the Owner at all times is ultimately relying upon the Contractor’s skill and knowledge in performing the services required hereunder.

6.2 Contractor is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. 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.

6.3 Contractor shall be an independent contractor under this Agreement and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions in this agreement which may appear to give Owner the right to direct Contractor as to details of doing the Work herein covered or to exercise a measure of control over the Work shall be deemed to mean that Contractor shall follow the desires of Owner in the results of the Work only. Owner shall not retain or have the right to control the Contractor's means, methods or details pertaining to the Contractor's performance of the Work described herein, nor shall Owner have the power to direct the order in which Contractor's Work is performed under this agreement. Owner and Contractor hereby agree and declare that Contractor is an Independent Contractor and as such meets the qualifications of an Independent Contractor under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, that the Contractor is not an employee of Owner for purposes of this Agreement, and that the Contractor and its employees, agents and sub-subcontractors shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by Owner.

6.4 As part of Contractor obligation to coordinate the Work, Contract shall:

- a. cooperate with the ODR and endeavor to further the interests of the Owner and the Work;
- b. provide an on-site, full-time superintendent for the duration of the Work;
- c. visit the Work site and inspect the existing facilities, systems and conditions to insure an accurate understanding of the existing conditions as required;
- d. at Owner's request, attend public meetings and hearings concerning the development of the Work;
- e. review all drawings, specifications, and other plans as they are developed by the Owner and/or its architect and advise Owner of any error, inconsistency or omission discovered in the drawings, specifications, and other plans;
- f. review the drawings, specifications, and other plans for compliance with all applicable laws and code requirements;
- g. advise Owner of any tests that should be performed;
- h. organize and maintain a competent, full-time staff at the Work site with clearly defined lines of authority and communication as necessary to coordinate construction activities, monitor and direct progress of the Work;
- i. attend Owner's regularly scheduled Work progress meetings and fully advise the ODR of the Work status including schedule, costs, quality and changes;
- j. assist Owner in obtaining building permits and obtain special permits for permanent improvements as required by law; and
- k. shall coordinate, monitor and inspect the Work of subcontractors to ensure conformance with the drawings, specifications, other plans and with the terms of this Agreement.

6.5 Contractor shall identify every subcontractor it intends to use for the Work to the Owner in writing at least ten (10) days before entering into any subcontract. Contractor shall not use any subcontractor to which Owner has a reasonable objection. If Owner does not object to a particular subcontractor with said ten (10) days, such subcontract may be considered acceptable to Owner. Following Owner's acceptance of a subcontractor, that subcontractor shall not be changed without Owner's written consent, which shall not be unreasonably withheld.

6.6 Contractor's designated representative, which is set forth below Contractor's signature herein below, shall be responsible for the day-to-day management of the Work on behalf of Contractor. The designated representative shall be the Owner's primary contact during the Work and shall be available as required for the benefit of the Work and the Owner. The contractor's designated representative shall be authorized to act on behalf of and bind the Contractor in all matters related to the Work including, but not limited to, execution of Change Orders.

6.7 NO ALTERATIONS OR CHANGES SHALL BE MADE, HOWEVER, EXCEPT UPON THE WRITTEN ORDER OF THE OWNER, OR THE ODR.

6.8 Contractor shall promptly correct any defective Work at Contractor's sole expense, unless the Owner specifically agrees, in writing, to accept the Work.

6.9 Contractor shall maintain and deliver the close out documents that describe changes or deviations from the original drawings, specifications and plans that occurred during construction and that reflect the actual "As Built" conditions of the completed Work.

COMMISSIONING AND WARRANTY RESPONSIBILITIES

6.10 Contractor shall provide commissioning, starting and check-out services for the systems installed as a part of the Work prior to completion and acceptance. Operation manuals and instructions will be provided to the Owner, the systems will be demonstrated and training provided to Williamson County's operators upon completion and prior to acceptance.

6.11 Contractor hereby warrants that the materials and equipment provided for the Work will be of good quality and new unless otherwise required or permitted by the Owner; that the construction will be free from faults and defects; and that the construction will conform with the requirements of the plans, specifications, drawings and the terms of this Agreement.

6.12 Contractor shall provide warranty services for the Work for a full **18 months** (30 months for Work involving mechanical services, if any) following Final Completion and final payment. Just before the warranty period expires, Contractor shall attend an on-site meeting with the Owner to ensure that all warranty issues have been identified and properly remedied.

ARTICLE 7 OWNER'S RESPONSIBILITIES

7.1 The Owner shall:

- a. provide the general schedule for the Work provided Owner is of the opinion such schedule is necessary. The general schedule will set forth the Owner's plan for milestone dates and completion of the Work;
- b. identify a person as its ODR who is authorized to act in the Owner's behalf with respect to the Work. The ODR shall examine the documents submitted by the Contractor and shall render decisions on behalf of the Owner to the extent allowed by Texas law;
- c. Will assist Contractor in securing the services of surveyors, soils engineers, existing facility surveys, testing and balancing, environmental surveys or other special consultants to develop such additional information as may be necessary for the design or construction of the Work;
- d. furnish required information and services and shall render approvals and decisions as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Contractor's services and of the Work;
- e. shall have the right to reject any defective Work. Should Contractor refuse or neglect to correct any such Work within a reasonable time after notice, Owner may have the Work corrected and recover all expenses incurred from Contractor on demand; and
- f. Owner shall furnish to the Contractor a sufficient number of plans, drawings and specifications sets.

ARTICLE 8 INSURANCE AND INDEMNITY

8.1 Insurance. The Contractor shall carry insurance in the types and amounts indicated below for the duration of the Agreement, which shall include items owned by Owner in the care, custody and control of Contractor prior to and during construction. Contractor must also complete and file the declaration pages from the insurance policies with Owner whenever a previously identified policy period expires during the term of the Agreement, as proof of continuing coverage. Contractor shall update all expired policies prior to submission of any payment requests hereunder. Failure to update policies shall be reason for payment to be withheld until evidence for renewal is provided to the Owner.

8.1.1 The Contractor shall provide and maintain, until the Work covered in this Agreement is completed and accepted by the Owner, 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 Owner.

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:		
COVERAGES	PER PERSON	PER OCCURRENCE
Comprehensive General Liability (including premises, completed operations and contractual)	\$1,000,000	\$1,000,000
Aggregate policy limits:		\$1,000,000
d. Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):		
COVERAGES	PER PERSON	PER OCCURRENCE
Bodily injury (including death)	\$1,000,000	\$1,000,000
Property damage	\$1,000,000	\$1,000,000
Aggregate policy limits	No aggregate limit	
e. Builder's Risk Insurance (<i>all risks</i>)		

An all risks policy shall be in the amount equal at all times to 100% of the Contract Sum. The policy shall include coverage for loss or damage caused by certified acts of terrorism as defined in the Terrorism Risk Insurance Act. The policy shall be issued in the name of the Contractor and shall name his Subcontractors as additional insureds. The Owner shall be named as a loss payee on the policy. The builders risk policy shall have endorsements as follow:

1. This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises. If off-site storage is permitted, coverage shall include transit and storage in an amount sufficient to protect property being transported or stored.
2. For renovation projects and or portions of work contained within an existing structure, the Owner waives subrogation for damage by fire to existing building structure(s), if the Builder's Risk Policy has been endorsed to include coverage for existing building structure(s) in the amount described in the Special Conditions. However, Contractor shall not be required to obtain such an endorsement unless specifically required by the Special Conditions., in this Agreement. The aforementioned waiver of subrogation shall not be effective unless such endorsement is obtained.

f. Umbrella coverage in the amount of not less than \$1,000,000.

8.1.2 The above insurance requirements are not intended to be compounded with the Contractor's standing insurance policies. If the Contractor already has in force insurance policies which provide the required coverage, there is no need to purchase duplicate coverage for this Work.

8.1.3 Policies must include the following clauses, as applicable.

- a. "This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice, or ten (10) days for non-payment of premium, has been given to Williamson County."
- b. "It is agreed that the Contractor's insurance shall be deemed primary with respect to any insurance or self-insurance carried by Williamson County for liability arising out of operations under the Agreement with Williamson County."
- c. "Williamson County, it officials, directors, employees, representatives, and volunteers are added as additional insured as respects operations and activities of, or on behalf of the named insured performed under Agreement with the Owner." This is not applicable to the workers' compensation policy.
- d. "The workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of Williamson County."

8.1.4 Workers' Compensation Insurance Coverage:

In the event that Contractor employs any individual to perform any portion of the Work, Contractor shall comply with Texas Labor Code, §406.096, which requires workers' compensation insurance coverage for all employees providing services on a building or construction project for a governmental entity.

- a. Definitions:
- (1) Certificate of Coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the Duration of the Work.
 - (2) Duration of the Work - includes the time from the beginning of the Work until the Work has been completed and accepted by the Owner.
 - (3) Coverage – Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).
 - (4) Persons providing services relating to the Work ("subcontractor") - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform the Work, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services in relation to the Work. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the Work, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.
- b. The Contractor shall provide Coverage, based on proper reporting of classification codes and payroll amounts and filing of any Coverage agreements, which meets the statutory requirements of Texas labor Code, §401.011(44) for all employees of the Contractor providing services in relation to the Work, for the Duration of the Work.
- c. The Contractor must provide a Certificate of Coverage to the Owner prior to or contemporaneously with the execution of this Agreement.
- d. If the Coverage period shown on the Contractor's current Certificate of Coverage ends during the Duration of the Work, the Contractor must, prior to the end of the Coverage period, file a new Certificate of Coverage with the Owner showing that Coverage has been extended.
- e. The Contractor shall obtain from each person providing services in relation to the Work, and provide to the Owner:
- (1) a Certificate of Coverage, prior to that person beginning any of the Work, so the Owner will have on file Certificates of Coverage showing Coverage for all persons providing services in relation to the Work; and
 - (2) no later than seven days after receipt by the Contractor, a new Certificate of Coverage showing extension of Coverage, if the Coverage period shown on the current Certificate of Coverage ends during the Duration of the Work.
- f. The Contractor shall retain all required Certificates of Coverage for the Duration of the Work and for one year thereafter.
- g. The Contractor shall notify the Owner in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of Coverage of any person providing services in relation to the Work.
- h. The Contractor shall post on the Work site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing

services in relation to the Work that they are required to be covered, and stating how a person may verify Coverage and report lack of Coverage.

- i. By signing this Agreement or providing or causing to be provided a Certificate of Coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services in relation to the Work and all persons providing services in relation to the Work will be covered by workers' compensation coverage for the Duration of the Work, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- j. The Contractor's failure to comply with any of these provisions is a breach of Agreement by the Contractor which entitles the Owner to declare the Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

8.1.5 The furnishing of the above listed insurance coverage must be tendered prior to execution of the Agreement, and in no event later than ten (10) calendar days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.

8.1.6 The Contractor shall not cause or allow any of its required insurance to be canceled, nor permit any insurance to lapse during the term of the Agreement or as required in the Agreement. If the Contractor fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

8.1.7 The Owner reserves the right to review the insurance requirements set forth in this Article during the effective period of the Agreement and to make reasonable adjustments to the insurance coverage and their limits when deemed necessary and prudent by the Owner based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.

8.1.8 The Owner shall be entitled, upon request, and without expense, to receive complete copies of the policies with all endorsements and may make any reasonable requests for deletion, or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon the Parties or the underwriter of any of such policies. Damages caused by the Contractor and not covered by insurance shall be paid by the Contractor.

8.1.9 Contractor shall be responsible for payment of premiums for all of the insurance coverages required under this Agreement. Contractor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Contractor is responsible hereunder, Contractor shall be solely responsible for all deductibles and self-insured retentions. **Any deductibles or self-insured retentions over \$50,000 in the Contractor's insurance must be declared and approved in writing by Owner in advance.**

8.1.10 The Contractor shall contractually require each person or entity with whom it contracts to provide services in relation to the Work, to comply with each and every insurance

requirement that Contractor must comply with hereunder. More specifically, each person or entity with whom Contractor contracts to provide services on the in relation to the Work must comply with each insurance requirement under this Article 8 just as if such person or entity was the Contractor. Thus, every reference to Contractor under each insurance requirement of this Article 8 shall mean and include each person or entity with whom Contractor contracts to provide services in relation to the Work. If any such person or entity with whom Contractor contracts to provide services in relation to the Work fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

8.2 INDEMNITY.

8.2.1 INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE CONTRACTOR SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF OWNER'S CHOOSING), AND HOLD HARMLESS OWNER, AND OWNER'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 CONTRACTOR, 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. CONTRACTOR 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.

8.2.2 INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF OWNER'S CHOOSING), AND HOLD HARMLESS OWNER, AND OWNER'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 CONTRACTOR 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.

8.3 Except for the obligation of Owner to pay Contractor the Contract Price pursuant to the terms of this Agreement, and to perform certain other obligations pursuant to the terms and conditions explicitly set forth herein, Owner shall have no liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement. Notwithstanding any obligation or liability of Owner to Contractor, no present or future partner or affiliate of Owner or any agent, officer, director, or employee of Owner, Williamson County, or of the various departments comprising

Williamson County, or anyone claiming under Owner has or shall have any personal liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement.

ARTICLE 9 BONDS

9.1 Performance Bond. Upon execution of this Agreement, Contractor shall provide a Performance Bond in the amount of 100% of the Contract Price. The surety for a Performance Bond shall meet the requirements of Texas law.

9.2 Payment Bond. Upon execution of this Agreement, Contractor shall provide a Payment Bond in the amount of 100% of the Contract Price, as security for the true and faithful payment in full of all subcontractors and persons performing labor, services, materials, machinery, and fixtures in connection with the Work. The surety for a Payment Bond shall meet the requirements of Texas law.

9.3 Warranty Bond. Upon execution of this Agreement, Contractor shall provide a Warranty Bond in the amount of 20% of the Contract Price, as security for the true and faithful performance of all warranties set forth in Bid Documents and this Agreement.

ARTICLE 10 TERMINATION

10.1 Termination for Cause. 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 three (3) business 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 three (3) business days, then and in that instance, the three (3) business 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 breach within three (3) business days or otherwise fails to make any diligent attempt to correct the Event of Breach, the breaching party shall be deemed to be in breach and the non-breaching party may, in addition to seeking the remedies available hereunder and under the law, terminate this Agreement.

10.2 Termination for Convenience. The Owner may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to Contractor. In the event of such termination, it is understood and agreed that only the amounts due to Contractor 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 Owner's termination of this Agreement for convenience.

ARTICLE 11 ADDITIONAL GENERAL PROVISIONS

11.1 Interest and Late Payments. Except as otherwise specifically set forth herein, Owner's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Interest charges for any overdue payments shall be paid by Owner 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 Owner's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

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

11.2 Assignment; Successors and Assigns. This Agreement is a personal service contract for the services of Contractor, and Contractor's interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.

11.3 Captions. The captions of paragraphs in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

11.4 Governing Law and Venue. This Agreement and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without reference to its conflicts of law provisions. Williamson County where the Work site is located shall be the sole place of venue for any legal action arising from or related to this Agreement or the project in which the Owner is a party.

11.5 Waivers. No delay or omission by either party in exercising any right or power arising from non-compliance or failure of performance by the other party with any of the provisions of this Agreement shall impair or constitute a waiver of any such right or power. A waiver by either party of any covenant or condition of this Agreement shall not be construed as a waiver of any subsequent breach of that or of any other covenant or condition of the Agreement.

11.6 Interpretation. In the event of any dispute over the meaning or application of any provision of the Contract Documents, the Contract Documents shall be interpreted fairly and reasonably, and neither more strongly for or against any party, regardless of the actual drafter of the Contract Documents.

11.7 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

11.8 Appointment. Owner hereby expressly reserves the right from time to time to designate by notice to Contractor a representative(s) to act partially or wholly for Owner in connection with the performance of Owner's obligations. Contractor shall act only upon instructions from the designated representative(s) unless otherwise specifically notified to the contrary.

11.9 Audits. Contractor agrees that Owner 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 Contractor which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Contractor agrees that Owner shall have access during normal working hours to all necessary Contractor facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Owner shall give Contractor reasonable advance notice of intended audits.

11.10 Severability. Should any term or provision of this Agreement be held invalid or unenforceable in any respect, the remaining terms and provisions shall not be affected and this Agreement shall be construed as if the invalid or unenforceable term or provision had never been included.

11.11 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 Owner, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Owner 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.

11.12 Current Revenues. Under Texas law, a contract with a governmental entity that contains a claim against future revenues is void; therefore, each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

11.13 Compliance with Laws. Contractor 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, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, Contractor shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

11.14 Sales and Use Tax Exemption. Owner is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. § 151.309, as amended.

11.15 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 Owner, 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 information or data furnished to Owner whether or not the same are available to the public. It is further understood that Owner, its officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Owner, its officers and employees shall have no liability or obligation to Contractor for the disclosure to the public, or to any person or persons, of any software or a part thereof, or other items or data furnished to Owner by Contractor in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

11.16 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.

11.17 Equal Opportunity in Employment. The parties to this Agreement agree that during the performance of the services under this Agreement they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The parties to this Agreement will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer;

termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.

11.18 Reports of Accidents. Within 24 hours after Contractor 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 Contractor), whether or not it results from or involves any action or failure to act by the Contractor or any employee or agent of the Contractor and which arises in any manner from the performance of this Agreement, the Contractor 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 Contractor shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Contractor, 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 Contractor’s performance of work under this Agreement.

11.19 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.

11.20 Appropriation of Funds by Owner. Owner believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. Contractor understands and agrees that the Owner’s payment of amounts under this Agreement is contingent on the Owner receiving appropriations or other expenditure authority sufficient to allow the Owner, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement.

11.21 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.

11.22 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 OWNER 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.**

BY SIGNING BELOW, the Parties have executed and bound themselves to this Agreement to be effective as of the date of the last party’s execution hereof (Effective Date).

OWNER:

CONTRACTOR:

WILLIAMSON COUNTY, TEXAS,
a political subdivision of the state of Texas

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Party Representatives

Owner's Designated Representative ("ODR"):

Contractor's Designated Representative:

Phone _____
Fax _____

Phone _____
Fax _____

CONFLICT OF INTEREST QUESTIONNAIRE		Form CIQ
For vendor or other person doing business with local governmental entity		
<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>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.</p> <p>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.</p>		<p>OFFICE USE ONLY</p> <p>Date Received</p> <div style="border: 1px solid black; width: 100px; height: 20px; margin: 0 auto;"></div>
1	<p>Name of person doing business with local governmental entity.</p> <div style="border: 1px solid black; width: 100%; height: 20px; margin-top: 5px;"></div>	
2	<p style="text-align: center;">Check this box if you are filing an update to a previously filed questionnaire.</p> <p><input type="checkbox"/></p> <p style="font-size: small;">(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.)</p>	
3	<p>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.</p> <div style="border: 1px solid black; width: 100%; height: 60px; margin-top: 10px;"></div>	
4	<p>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.</p> <div style="border: 1px solid black; width: 100%; height: 60px; margin-top: 10px;"></div>	

CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity		Form CIQ Page 2
5	<p style="text-align: center;">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.)</p> <p>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.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>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? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>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? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>D. Describe each affiliation or business relationship.</p> <div style="border: 1px solid black; height: 40px; margin-top: 5px;"></div>	
	<p>6. Describe any other affiliation or business relationship that might cause conflict of interest:</p> <div style="border: 1px solid black; height: 40px; margin-top: 5px;"></div>	
7	<div style="border: 1px solid black; height: 20px; margin-bottom: 5px;"></div>	<div style="border: 1px solid black; height: 20px; margin-bottom: 5px;"></div>
	Signature of person doing business with the governmental entity	Date
Signature not required if completing in BIDSYNC electronically.		

DEBARMENT AND LICENSING CERTIFICATION

STATE OF TEXAS

§

§

COUNTY OF WILLIAMSON

§

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

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a federal, state or local governmental entity with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;
- (d) Have not within a three-year period preceding this application/proposal had one or more public (federal, state or local) transactions terminated for cause or default;
- (e) Are registered and licensed in the State of Texas to perform the professional services which are necessary for the project; and
- (f) Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

Name of Firm

Signature of Certifying Official

Title of Certifying Official

Printed Name of Certifying Official

Date

Where the Firm is unable to certify to any of the statements in this certification, such Firm shall attach an explanation to this certification.

SUBSCRIBED and sworn to before me the undersigned authority by

on this the day of , 20, on behalf of said Firm.

Notary Public in and for the State of Texas

My commission expires:

SIGNATURE AND NOTARY NOT REQUIRED IF COMPLETING IN BIDS SYNC ELECTRONICALLY.

Proposal References

List the last three (3) companies or governmental agencies, where the same or similar goods and/or services as contained in this RFP package, were recently provided by Respondent.

Reference 1

Client Name:

Location:

Contact Name:

Title:

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:

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Question and Answers for Bid #1701-135 - Roof reconstruction/improvements for Justice Center and Sheriff's Office

Overall Bid Questions

There are no questions associated with this bid.

Commissioners Court - Regular Session

39.

Meeting Date: 01/24/2017

Authorizing the Renewal of Microsoft Licensing

Submitted By: Sydney Richardson, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the renewal of Microsoft Licensing, for the term of February 1, 2017 – January 31, 2020 (36 months), with SHI Government Solutions, for \$307,137.60 per DIR contract # DIR-SDD-2503.

Background

Requested by Lisa Maraden, Analyst I in the IT Department; this is for the Microsoft O365 Licensing used by the County.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

1 - Renewal Agreement

2 - Quote

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Sydney Richardson

Final Approval Date: 01/19/2017

Reviewed By

Wendy Coco

Date

01/19/2017 08:39 AM

Started On: 01/18/2017 12:23 PM

Program Signature Form

MBA/MBSA number

Agreement number

01E73535

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.


This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
Enterprise Enrollment (Indirect)	X20-10634
Product Selection Form	0562477.005_PSF

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer
Name of Entity (must be legal entity name)* Williamson County
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*
Tax ID

* indicates required field

Microsoft Affiliate	
	Microsoft Corporation Microsoft Corporation
Signature _____	 JAN 13 2017
Printed First and Last Name	Shirley Snyder
Printed Title	Duly Authorized on behalf of Microsoft Corporation
Signature Date (date Microsoft Affiliate countersigns)	
Agreement Effective Date (may be different than Microsoft's signature date)	

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer	
Name of Entity (must be legal entity name)*	
Signature*	_____
Printed First and Last Name*	
Printed Title	
Signature Date*	

** indicates required field*

Outsourcer	
Name of Entity (must be legal entity name)*	
Signature*	_____
Printed First and Last Name*	
Printed Title	
Signature Date*	

** indicates required field*

If Customer requires physical media, additional contacts, or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
Dept. 551, Volume Licensing
6100 Neil Road, Suite 210
Reno, Nevada 89511-1137
USA

Previous Enrollment(s)/Agreement(s) Form

Entity Name: Williamson County

Contract that this form is attached to: State Local Government

For the purposes of this form, "entity" can mean the signing entity, Customer, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

Please provide a description of the previous Enrollment(s), Agreement(s), Purchasing Account(s), and/or Affiliate Registration(s) being renewed or consolidated into the new contract identified above.

- a. Entity may select below any previous contract(s) from which to transfer MSDN subscribers to this new contract. Entity shall ensure that each MSDN subscriber transferred is either properly licensed under the new contract or is removed.
- b. Entity may select below only one previous contract from which to transfer the Software Assurance (SA) Benefit contact details, i.e., benefits contact (*not* the SA manager) and the program codes, to this new contract.
- c. An Open License cannot be used to transfer either the SA Benefit details or MSDN subscribers.
- d. The date of the earliest expiring Enrollment/Agreement that contains SA or Online Services will be the effective date of the new contract (or SA coverage period for Select Plus).
- e. Please insert the number of the earliest expiring Enrollment/Agreement with SA or Online Services in the appropriate fields of the new contract.

Enrollment/Agreement/ Purchasing Account/Affiliate Registration Description	Enrollment/Agreement/ Purchasing Account/Affiliate Registration Public Customer Number	Transfer SA Benefit Contact	Transfer MSDN Subscribers
Standard Enrollment	5233872	X	X

Proposal ID

0562477.005

Enrollment Number

Language: English (United States)

Enrolled Affiliate's Enterprise Products and Enterprise Online Services summary for the initial order:					
Profile	Qualified Devices	Qualified Users	Device / User Ratio	Enterprise Product Platform	CAL Licensing Model
Enterprise	1,706	1,706	1.0	No	User Licenses

Products	Enterprise Quantity
Office 365 Plans	
Office 365 Plan E1 USL	265
Office 365 Plan E3 USL	1,441
Enterprise Mobility and Security (EMS)	
Enterprise Mobility and Security USL	200
Enterprise Mobility and Security E5 USL	100
Ent Mob and Security E3 Full K GOV	50

Enrolled Affiliate's Product Quantities:				
Price Group	1	2	3	4
Enterprise Products	Office Professional Plus + Office 365 ProPlus + Office 365 (Plans E3, E4 and E5) + Secure Productive Enterprise	Client Access License + Office 365 (Plans E1, E3, E4 and E5) + Secure Productive Enterprise	Client Access License + Windows Intune + EMS USL + Secure Productive Enterprise	Win E3 + Win E5 + Win VDA + Secure Productive Enterprise
Quantity	1441	1706	350	0

Enrolled Affiliate's Price Level:	
Product Offering / Pool	Price Level
Enterprise Products and Enterprise Online Services USLs: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Groups 1 through 4.	D
Additional Product Application Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 1.	D
Additional Product Server Pool: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Group 2 or 3.	D
Additional Product Systems Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 4.	D

NOTES	
Unless otherwise indicated in the associated contract documents, the price level for each Product offering / pool is set as described above, based upon the quantity to price level mapping below:	
Quantity of Licenses and Software Assurance	Price Level
2,399 and below	A
2,400 to 5,999	B
6,000 to 14,999	C
15,000 and above	D
<p>Note 1: Enterprise Online Services may not be available in all locations. Please see the Product List for a list of locations where these may be purchased.</p> <p>Note 2: If Enrolled Affiliate does not order an Enterprise Product or Enterprise Online Service associated with an applicable Product pool, the price level for Additional Products in the same pool will be price level "A" throughout the term of the Enrollment. Refer to the Qualifying Government Entity Addendum pricing provision for more details on price leveling.</p>	

Enterprise Enrollment

Enterprise Enrollment number <i>(Microsoft to complete)</i>	59861124
Previous Enrollment number <i>(Reseller to complete)</i>	5233872

State and Local

Framework ID <i>(if applicable)</i>	
--	--

This Enrollment must be attached to a signature form to be valid.

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) the Product Terms, (5) the Online Services Terms, (6) any Supplemental Contact Information Form, Previous Agreement/Enrollment form, and other forms that may be required, and (7) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement.

All terms used but not defined are located at <http://www.microsoft.com/licensing/contracts>. In the event of any conflict the terms of this Agreement control.

Effective date. If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. If this Enrollment is renewed, the effective date of the renewal term will be the day after the Expiration Date of the initial term. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to "anniversary date" refers to the anniversary of the effective date of the applicable initial or renewal term for each year this Enrollment is in effect.

Term. The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. The renewal term will expire 36 full calendar months after the effective date of the renewal term.

Terms and Conditions

1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:

"Additional Product" means any Product identified as such in the Product Terms and chosen by Enrolled Affiliate under this Enrollment.

"Community" means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer's regulatory requirements.

Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Expiration Date" means the date upon which the Enrollment expires.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"Managed Device" means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

"Qualified Device" means any device that is used by or for the benefit of Enrolled Affiliate's Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), or (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, or (3) not a Managed Device. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate's Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product Terms.

"Reseller" means an entity authorized by Microsoft to resell Licenses under this program and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement;

"Reserved License" means for an Online Service identified as eligible for true-ups in the Product Terms, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

"Tribal Entity" means a federally-recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product. The Use Rights for Software are published by Microsoft in the Product Terms. The Use Rights for Online Services are published in the Online Services Terms.

"Volume Licensing Site" means <http://www.microsoft.com/licensing/contracts> or a successor site.

2. Order requirements.

- a. Minimum order requirements.** Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.
 - (i) Enterprise commitment.** Enrolled Affiliate must order enough Licenses to cover all Qualified Users or Qualified Devices, depending on the License Type, with one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services (as long as all Qualified Devices not covered by a License are only used by users covered with a user License).
 - (ii) Enterprise Online Services only.** If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 250 Subscription Licenses for Enterprise Online Services.
- b. Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.
- c. Use Rights for Enterprise Products.** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.
- d. Country of usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.
- e. Resellers.** Enrolled Affiliate must choose and maintain a Reseller authorized in the United States. Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders must be submitted to the Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Throughout this Agreement the term "price" refers to reference price. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.
- f. Adding Products.**
 - (i) Adding new Products not previously ordered.** New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.

- (ii) **Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products other than Online Services may be added at any time but must be included in the next true-up order. Additional Licenses for Online Services must be ordered prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product Terms or (2) included as part of other Licenses.
- g. **True-up requirements.** Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.
- (i) **Enterprise Products.** For Enterprise Products, Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.
- (ii) **Additional Products.** For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must determine the maximum number of Additional Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase.
- (iii) **Online Services.** For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may place a reservation order for the additional Licenses prior to use and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses ordered but not yet invoiced to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retroactively to the month in which they were ordered.
- (iv) **Subscription License reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product Terms, as follows:
- 1) For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices and Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses do not count towards this total count.
 - 2) For Enterprise Online Services that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as the initial order minimum requirements are maintained.
 - 3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.
- Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.
- (v) **Update statement.** An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, Enrolled Affiliate's Enterprise: (1) has not changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) has not increased its usage of Additional Products. This update statement must be signed by Enrolled Affiliate's authorized representative.
- (vi) **True-up order period.** The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The third-year true-up order or update statement is due within 30 days prior to the Expiration Date, and any license reservations within this 30 day period will not be accepted. Enrolled Affiliate

may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.

(vii) **Late true-up order.** If the true-up order or update statement is not received when due, Microsoft will invoice Reseller for all Reserved Licenses not previously invoiced and Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).

h. Step-up Licenses. For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:

(i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.

(ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.

i. Clerical errors. Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.

j. Verifying compliance. Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Enterprise Agreement.

3. Pricing.

a. Price Levels. For both the initial and any renewal term Enrolled Affiliate's Price Level for all Products ordered under this Enrollment will be Level "D" throughout the term of the Enrollment.

b. Setting Prices. Enrolled Affiliate's prices for each Product or Service will be established by its Reseller. Except for Online Services designated in the Product Terms as being exempt from fixed pricing, As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft's prices for Resellers for each Product or Service ordered will be fixed throughout the applicable initial or renewal Enrollment term. Microsoft's prices to Resellers are reestablished at the beginning of the renewal term.

4. Payment terms.

For the initial or renewal order, Enrolled Affiliate may pay upfront or elect to spread its payments over the applicable Enrollment term. If an upfront payment is elected, Microsoft will invoice Enrolled Affiliate's Reseller in full upon acceptance of this Enrollment. If spread payments are elected, unless indicated otherwise, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and remaining installments will be invoiced on each subsequent Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

5. End of Enrollment term and termination.

a. General. At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.

- b. Renewal option.** At the Expiration Date of the initial term, Enrolled Affiliate can renew Products by renewing this Enrollment for one additional 36-month term or by signing a new Enrollment. Microsoft must receive a Renewal Form, Product Selection Form, and renewal order prior to or at the Expiration Date. Microsoft will not unreasonably reject any renewal. Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at renewal.
- c. If Enrolled Affiliate elects not to renew.**
- (i) Software Assurance.** If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.
 - (ii) Online Services eligible for an Extended Term.** For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.
 - 1) Extended Term.** Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term feature that allows Online Services to continue month-to-month ("Extended Term") for up to one year, unless designated in the Product Terms to continue until cancelled, is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price as of the Expiration Date plus a 3% administrative fee. If Enrolled Affiliate wants an Extended Term, Enrolled Affiliate must submit a request to Microsoft at least 30 days prior to the Expiration Date.
 - 2) Cancellation during Extended Term.** At any time during the first year of the Extended Term, Enrolled Affiliate may terminate the Extended Term by submitting a notice of cancellation to Microsoft for each Online Service. Thereafter, either party may terminate the Extended Term by providing the other with a notice of cancellation for each Online Service. Cancellation will be effective at the end of the month following 30 days after Microsoft has received or issued the notice.
 - (iii) Subscription Licenses and Online Services not eligible for an Extended Term.** If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate's Enterprise must discontinue use. Microsoft may request written certification to verify compliance.
- d. Termination for cause.** Any termination for cause of this Enrollment will be subject to the "Termination for cause" section of the Agreement. In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise that uses Government Community Cloud Services fails to meet and maintain the conditions of membership in the definition of Community.
- e. Early termination.** Any early termination of this Enrollment will be subject to the "Early Termination" Section of the Enterprise Agreement.

For Subscription Licenses, in the event of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.

6. Government Community Cloud.

- a. Community requirements.** If Enrolled Affiliate purchases Government Community Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly

prohibited and could result in termination of Enrolled Affiliate's license(s) for Government Community Cloud Services without notice. Enrolled Affiliate acknowledges that only Community members may use Government Community Cloud Services.

- b. All terms and conditions applicable to non-Government Community Cloud Services also apply to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights, Product Terms, and this Enrollment.
- c. Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.
- d. **Use Rights for Government Community Cloud Services.** For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:
 - (i) Government Community Cloud Services will be offered only within the United States.
 - (ii) Additional European Terms, as set forth in the Use Rights, will not apply.
 - (iii) References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.

Enrollment Details

1. Enrolled Affiliate's Enterprise.

- a. Identify which Agency Affiliates are included in the Enterprise. (Required) Enrolled Affiliate's Enterprise must consist of entire offices, bureaus, agencies, departments or other entities of Enrolled Affiliate, not partial offices, bureaus, agencies, or departments, or other partial entities. Check only one box in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates:

Enrolled Affiliate only

Enrolled Affiliate and all Affiliates

Enrolled Affiliate and the following Affiliate(s) (Only identify specific affiliates to be included if fewer than all Affiliates are to be included in the Enterprise):

Enrolled Affiliate and all Affiliates, with following Affiliate(s) excluded:

- b. Please indicate whether the Enrolled Affiliate's Enterprise will include all new Affiliates acquired after the start of this Enrollment: Exclude future Affiliates

2. Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at <https://www.microsoft.com/licensing/servicecenter>.

- a. **Primary contact.** This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes

Name of entity (must be legal entity name)* Williamson County

Contact name* First Jim **Last** Daniels

Contact email address* jdaniels@wilco.org

Street address* 301 SE Inner Loop Blvd. Suite 105

City* Georgetown

State/Province* TX

Postal code* 78626-8207-

(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)

Country* United States

Phone* 512.943.1485

Tax ID

** indicates required fields*

- b. **Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others, and (3) is authorized to order Reserved Licenses for eligible Online Services, including adding or reassigning Licenses and stepping-up prior to a true-up order.

other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

- e. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*

- (i) Additional notices contact
- (ii) Software Assurance manager
- (iii) Subscriptions manager
- (iv) Customer Support Manager (CSM) contact

3. Financing elections.

Is a purchase under this Enrollment being financed through MS Financing? Yes, No.

If a purchase under this Enrollment is financed through MS Financing, and Enrolled Affiliate chooses not to finance any associated taxes, it must pay these taxes directly to Microsoft.

Same as primary contact (default if no information is provided below, even if the box is not checked).

Contact name* First Jim Last Daniels
Contact email address* jdaniels@wilco.org
Street address* 301 SE Inner Loop Blvd. Suite 105
City* Georgetown
State/Province* TX
Postal code* 78626-8207-

(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)

Country* United States

Phone* 512.943.1485

Language preference. Choose the language for notices. English

This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.

** indicates required fields*

- c. **Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses and step-up prior to a true-up order.

Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

Contact name*: First Jim Last Daniels
Contact email address* jdaniels@wilco.org
Phone* 512.943.1485

This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.

** indicates required fields*

- d. **Reseller information.** Reseller contact for this Enrollment is:

Reseller company name* SHI International Corp.
Street address (PO boxes will not be accepted)* 290 Davidson Ave
City* Somerset
State/Province* NJ
Postal code* 08873
Country* United States
Contact name* Ryan DeBrigard
Phone* 888-764-8888
Contact email address* msteam@shi.com

** indicates required fields*

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

Signature* _____
Printed name*
Printed title*
Date*

** indicates required fields*

Changing a Reseller. If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the



Pricing Proposal
 Quotation #: 12773331
 Created On: 1/6/2017
 Valid Until: 1/31/2017

WILLIAMSON COUNTY

Account Representative

Jim Daniels

3151 S.E. INNERLOOP STE B
 ATTN: ACCOUNTS PAYABLE
 GEORGETOWN, TX 78626
 United States
 Phone: 5129431620
 Fax:
 Email: jdaniels@wilco.org

Kerri Fitzmorris

1301 South Mo-Pac Expressway
 Suite 375
 Austin, TX 78746
 Texas@shi.com*
 Phone: 1-800-870-6079
 Fax: 512-732-0232
 Email: Kerri_Fitzmorris@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 O365E3FromSA ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: AAA-10758	1441	\$168.00	\$242,088.00
2 O365E1FromSA ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: 7R7-00002	265	\$60.00	\$15,900.00
3 EntMobilitySteFullK ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: WL5-00002	50	\$27.60	\$1,380.00
4 EntMobandSecE3Full ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: AAA-10732	200	\$92.40	\$18,480.00
5 O365K1 ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: TPA-00001	373	\$31.20	\$11,637.60
6 EntMobandSecE5Full ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: CE6-00003	100	\$156.00	\$15,600.00
7 VisioProforO365 ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: N9U-00002	18	\$114.00	\$2,052.00
		Total	\$307,137.60

Additional Comments

The pricing on this quote is based on the current contract pricing structure for DIR-SDD-2503.

Thank You for choosing SHI-GS! To ensure the best level of service, please provide End User Name, Phone Number, and E-Mail Address when submitting a Purchase Order. For any additional information including Hardware and Software Contract Numbers, please contact an SHI-GS Sales Representative at 800-870-6079.

Commissioners Court - Regular Session

40.

Meeting Date: 01/24/2017

Authorizing New Copier for HR

Submitted By: Sydney Richardson, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the new copier Agreement with Ricoh, for a 48 month lease at \$592.40 per a month.

Background

Requested by Tara Raymore, Senior Director of Human Resources; this is for a replacement copier. The current copier used by HR is older and does not meet their needs. Ricoh has allowed us to upgrade the equipment and enter into a new lease. This new lease is \$110.60 less than the previous lease. Legal and Audit have approved this document, and the funds are available in the commodity.

Fiscal Impact

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

Attachments

1 - Lease Agreement

2 - Form 1295

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Sydney Richardson

Final Approval Date: 01/19/2017

Reviewed By

Wendy Coco

Date

01/19/2017 08:40 AM

Started On: 01/19/2017 08:24 AM



Ricoh USA, Inc.
70 Valley Stream Parkway
Malvern, PA 19355

Master Lease Agreement **"Certified second original,
non-negotiable, non-chattel paper"**

Number: 1030492

CUSTOMER INFORMATION

Full Legal Name WILLIAMSON, COUNTY OF				
Address 710 MAIN STREET				
City GEORGETOWN	State TX	Zip 78626	Contact SYDNEY RICHARDSON	Telephone Number 512-943-1620
Federal Tax ID Number* <i>(Do Not Insert Social Security Number)</i>	Facsimile Number 512-943-1575		E-mail Address sydney.richardson@wilco.org	

*Not required for State and Local Government entities.

This Master Lease Agreement ("Lease Agreement") has been written in clear, easy to understand English. When we use the words "you", "your" or "Customer" in this Lease Agreement, we mean you, our customer, as indicated above. When we use the words "we", "us" or "our" in this Lease Agreement, we mean Ricoh USA, Inc. ("Ricoh") or, if we assign this Lease Agreement or any Schedules executed in accordance with this Lease Agreement, pursuant to Section 13 below, the Assignee (as defined below). Our corporate office is located at 70 Valley Stream Parkway, Malvern, PA 19355.

- Agreement.** We agree to lease or rent, as specified in any equipment schedule executed by you and us and incorporating the terms of this Lease Agreement by reference (a "Schedule"), to you, and you agree to lease or rent, as applicable, from us, subject to the terms of this Lease Agreement and such Schedule, the personal and intangible property described in such Schedule. The personal and intangible property described on a Schedule (together with all attachments, replacements, parts, substitutions, additions, repairs, and accessories incorporated in or affixed to the property and any license or subscription rights associated with the property) will be collectively referred to as "Product." The manufacturer of the tangible Product shall be referred to as the "Manufacturer." To the extent the Product includes intangible property or associated services such as periodic software licenses and prepaid data base subscription rights, such intangible property shall be referred to as the "Software."
- Schedules: Delivery and Acceptance.** Each Schedule that incorporates this Lease Agreement shall be governed by the terms and conditions of this Lease Agreement, as well as by the terms and conditions set forth in such individual Schedule. Each Schedule shall constitute a complete agreement separate and distinct from this Lease Agreement and any other Schedule. In the event of a conflict between the terms of this Lease Agreement and any Schedule, the terms of such Schedule shall govern and control, but only with respect to the Product subject to such Schedule. The termination of this Lease Agreement will not affect any Schedule executed prior to the effective date of such termination. When you receive the Product, you agree to inspect it to determine it is in good working order. Scheduled Payments (as specified in the applicable Schedule) will begin on the Product delivery and acceptance date ("Effective Date"). You agree to sign and return to us a delivery and acceptance certificate (which, at our request, may be done electronically) within three (3) business days after any Product is installed.
- Term: Payments.** The first scheduled Payment (as specified in the applicable Schedule) ("Payment") will be due on the Effective Date or such later date as we may designate. The remaining Payments will be due on the same day of each subsequent month, unless otherwise specified on the applicable Schedule. You also agree to pay all shipping and delivery costs associated with the ownership or use of the Product, which amounts may be included in your Payment or billed separately. You agree to pay \$25.00 for each check returned for insufficient funds or for any other reason. You also agree that, except as set forth in Section 18 below, THIS IS AN UNCONDITIONAL, NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ON ANY SCHEDULE TO THIS LEASE AGREEMENT. All Payments to us are "net" and unconditional and are not subject to set off, defense, counterclaim or reduction for any reason. You agree that you will remit payments to us in the form of company checks (or personal checks in the case of sole proprietorships), direct debit or wires only. You also agree that cash and cash equivalents are not acceptable forms of payment for this Lease Agreement or any Schedule and that you will not remit such forms of payment to us. Payment in any other form may delay processing or be returned to you. Furthermore, only you or your authorized agent as approved by us will remit payments to us.
- Product Location: Use and Repair.** You will keep and use the Product only at the Product Location shown in the applicable Schedule. You will not move the Product from the location specified in the applicable Schedule or make any alterations, additions or replacements to the Product without our prior written consent, which consent will not be unreasonably withheld. At your own cost and expense, you will keep the Product eligible for any Manufacturer's certification as to maintenance and in compliance with applicable laws and in good condition, except for ordinary wear and tear. You shall engage Ricoh, its subsidiaries or affiliates, or an independent third party (the "Servicer") to provide maintenance and support services pursuant to a separate agreement for such purpose ("Maintenance Agreement"). All alterations, additions or replacements will become part of the Product and our property at no cost or expense to us. We may inspect the Product at any reasonable time.
- Taxes and Fees.** Unless and to the extent you are exempt and provide a valid exemption certificate to us, in addition to the payments under this Lease Agreement, you agree to pay all taxes, assessments, fees and charges governmentally imposed upon our purchase, ownership, possession, leasing, renting, operation, control or use of the Product. If we are required to pay upfront sales or use tax and you opt to pay such tax over the term of the lease and not as a lump sum at lease inception, then you agree to pay us a "Sales Tax Administrative Fee" equal to 3.5% of the total tax due per year. A valid sales and use tax exemption certificate must be provided to us within ninety (90) days of the first invoice to receive a credit/waiver of sales tax.
- Warranties:** We transfer to you, without recourse, for the term of each Schedule, any written warranties made by the Manufacturer or Software Supplier (as defined in Section 10 of this Lease Agreement) with respect to the Product leased or rented pursuant to such Schedule. YOU ACKNOWLEDGE THAT YOU HAVE SELECTED THE PRODUCT BASED ON YOUR OWN JUDGMENT AND YOU HEREBY AFFIRMATIVELY DISCLAIM RELIANCE ON ANY ORAL REPRESENTATION CONCERNING THE PRODUCT MADE TO YOU. However, if you enter into a Maintenance Agreement with Servicer with respect to any Product, no provision, clause or paragraph of this Lease Agreement shall alter, restrict, diminish or waive the rights, remedies or benefits that you may have against Servicer under such Maintenance Agreement. WE MAKE NO WARRANTY, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. AS TO US AND OUR ASSIGNEE, YOU LEASE OR RENT THE PRODUCT "AS-IS." The only warranties, express or implied, made to you are the warranties (if any) made by the Manufacturer and/or Servicer to you in any documents, other than this Lease Agreement, executed by and between the Manufacturer and/or Servicer and you. YOU AGREE THAT, NOTWITHSTANDING ANYTHING TO THE CONTRARY, WE ARE NOT RESPONSIBLE FOR, AND YOU WILL NOT MAKE ANY CLAIM AGAINST US FOR, ANY CONSEQUENTIAL, SPECIAL, OR INDIRECT DAMAGES.

"Certified second original,

7. **Loss or Damage.** You are responsible for any theft of, destruction of, or damage to the Product (collectively, "Loss") from any cause at all, whether or not insured, from the time of Product delivery to you until it is delivered to us at the end of the term of the Schedule. You are required to make all Payments even if there is a Loss. You must notify us in writing immediately of any Loss. Then, at our option, you will either (a) repair the Product so that it is in good condition and working order, eligible for any Manufacturer's certification, (b) pay us the amounts specified in Section 12 below, or (c) replace the Product with equipment of like age and capacity from Ricoh.
8. **Indemnity, Liability and Insurance.** (a) To the extent not prohibited by applicable law, you agree to indemnify us, defend us and hold us harmless from all claims arising out of the death or bodily injury of any person or the damage, loss or destruction of any tangible property caused by or to the Product, except to the extent caused by our gross negligence or willful misconduct. (b) You agree to maintain insurance to cover the Product for all types of loss, including, without limitation, theft, in an amount not less than the full replacement value and you will name us as an additional insured and loss payee on your insurance policy. In addition, you agree to maintain comprehensive public liability insurance, which, upon our request, shall be in an amount acceptable to us and shall name us as an additional insured. Such insurance will provide that we will be given thirty (30) days advance notice of any cancellation. Upon our request, you agree to provide us with evidence of such insurance in a form reasonably satisfactory to us. If you fail to maintain such insurance or to provide us with evidence of such insurance, we may (but are not obligated to) obtain insurance in such amounts and against such risks as we deem necessary to protect our interest in the Product. Such insurance obtained by us will not insure you against any claim, liability or loss related to your interest in the Product and may be cancelled by us at any time. You agree to pay us an additional amount each month to reimburse us for the insurance premium and an administrative fee, on which we or our affiliates may earn a profit. In the event of loss or damage to the Product, you agree to remain responsible for the Payment obligations under this Lease Agreement until the Payment obligations are fully satisfied.
9. **Title; Recording.** We are the owner of and will hold title to the Product (except for any Software). You will keep the Product free of all liens and encumbrances. Except as reflected on any Schedule, you agree that this Lease Agreement is a true lease. However, if any Schedule is deemed to be intended for security, you hereby grant to us a purchase money security interest in the Product covered by the applicable Schedule (including any replacements, substitutions, additions, attachments and proceeds) as security for the payment of the amounts under each Schedule. You authorize us to file a copy of this Lease Agreement and/or any Schedule as a financing statement, and you agree to promptly execute and deliver to us any financing statements covering the Product that we may reasonably require; provided, however, that you hereby authorize us to file any such financing statement without your authentication to the extent permitted by applicable law.
10. **Software or Intangibles.** To the extent that the Product includes Software, you understand and agree that we have no right, title or interest in the Software, and you will comply throughout the term of this Lease Agreement with any license and/or other agreement ("Software License") entered into with the supplier of the Software ("Software Supplier"). You are responsible for entering into any Software License with the Software Supplier no later than the Effective Date.
11. **Default.** Each of the following is a "Default" under this Lease Agreement and all Schedules: (a) you fail to pay any Payment or any other amount within thirty (30) days of its due date, (b) any representation or warranty made by you in this Lease Agreement is false or incorrect and/or you do not perform any of your other obligations under this Lease Agreement or any Schedule and/or under any other agreement with us or with any of our affiliates and this failure continues for thirty (30) days after we have notified you of it, (c) a petition is filed by or against you or any guarantor under any bankruptcy or insolvency law or a trustee, receiver or liquidator is appointed for you, any guarantor or any substantial part of your assets, (d) you or any guarantor makes an assignment for the benefit of creditors, (e) any guarantor dies, stops doing business as a going concern or transfers all or substantially all of such guarantor's assets, or (f) you stop doing business as a going concern or transfer all or substantially all of your assets.
12. **Remedies.** If a Default occurs, we may do one or more of the following: (a) we may cancel or terminate this Lease Agreement and/or any or all Schedules, and/or any or all other agreements that we have entered into with you; (b) we may require you to immediately pay to us, as compensation for loss of our bargain and not as a penalty, a sum equal to: (i) all past due Payments and all other amounts then due and payable under this Lease Agreement or any Schedule; and (ii) the present value of all unpaid Payments for the remainder of the term of each Schedule plus the present value of our anticipated value of the Product at the end of the initial term of any Schedule (or any renewal of such Schedule), each discounted at a rate equal to 3% per year to the date of default, and we may charge you interest on all amounts due us from the date of default until paid at the rate of 1.5% per month, but in no event more than the maximum rate permitted by applicable law. We agree to apply the net proceeds (as specified below in this Section) of any disposition of the Product to the amounts that you owe us; (c) we may require you to deliver the Product to us as set forth in Section 14; (d) we or our representative may peacefully repossess the Product without court order and you will not make any claims against us for damages or trespass or any other reason; (e) we may exercise any and all other rights or remedies available to a lender, secured party or lessor under the Uniform Commercial Code ("UCC"), including, without limitation, those set forth in Article 2A of the UCC, and at law or in equity; (f) we may immediately terminate your right to use the Software including the disabling (on-site or by remote communication) of any Software; (g) we may demand the immediate return and obtain possession of the Software and re-license the Software at a public or private sale; (h) we may cause the Software Supplier to terminate the Software License, support and other services under the Software License, and/or (i) at our option, we may sell, re-lease, or otherwise dispose of the Product under such terms and conditions as may be acceptable to us in our discretion. You agree to pay all of our costs of enforcing our rights against you, including reasonable attorneys' fees, and all costs related to the sale or disposition of the Product including, without limitation, incidental damages expended in the repossession, repair, preparation, and advertisement for sale or lease or other disposition of the Product. If we take possession of the Product (or any Software, if applicable), we may sell or otherwise dispose of it with or without notice, at a public or private disposition, and to apply the net proceeds (after we have deducted all costs, including reasonable attorneys' fees) to the amounts that you owe us. You agree that, if notice of sale is required by law to be given, five (5) days' notice shall constitute reasonable notice. You will remain responsible for any deficiency that is due after we have applied any such net proceeds.
13. **Ownership of Product; Assignment.** YOU HAVE NO RIGHT TO SELL, TRANSFER, ENCUMBER, SUBLETT OR ASSIGN THE PRODUCT OR THIS LEASE AGREEMENT OR ANY SCHEDULE WITHOUT OUR PRIOR WRITTEN CONSENT (which consent shall not be unreasonably withheld). You agree that we may sell or assign all or a portion of our interests in the Product and/or this Lease Agreement or any Schedule without notice to you even if less than all the Payments have been assigned. In that event, the assignee (the "Assignee") will have such rights as we assign to them but none of our obligations (we will keep those obligations) and the rights of the Assignee will not be subject to any claims, defenses or set offs that you may have against us. No assignment to an Assignee will release Ricoh from any obligations Ricoh may have to you hereunder. The Maintenance Agreement you have entered into with a Servicer will remain in full force and effect with Servicer and will not be affected by any such assignment. You acknowledge that the Assignee did not manufacture or design the Product and that you have selected the Manufacturer, Servicer and the Product based on your own judgment.
14. **Renewal; Return of Product.** AFTER THE MINIMUM TERM OR ANY EXTENSION OF ANY SCHEDULE TO THIS LEASE AGREEMENT, SUCH SCHEDULE WILL AUTOMATICALLY RENEW ON A MONTH-TO-MONTH BASIS UNLESS EITHER PARTY NOTIFIES THE OTHER IN WRITING AT LEAST THIRTY (30) DAYS, BUT NOT MORE THAN ONE HUNDRED TWENTY (120) DAYS, PRIOR TO THE EXPIRATION OF THE MINIMUM TERM OR EXTENSION OF SUCH SCHEDULE; PROVIDED, HOWEVER, THAT AT ANY TIME DURING ANY MONTH-TO-MONTH RENEWAL, WE HAVE THE RIGHT, UPON THIRTY (30) DAYS NOTICE, TO DEMAND THAT YOU RETURN THE PRODUCT TO US IN ACCORDANCE WITH THE TERMS OF THIS SECTION 14. Notwithstanding the foregoing, nothing herein is intended to provide, nor shall be interpreted as providing, (a) you with a legally enforceable option to extend or renew the terms of this Lease Agreement or any Schedule, or (b) us with a legally enforceable option to compel any such extension or renewal. At the end of or upon termination of each Schedule, you will immediately return the Product subject to such expired Schedule to us (or our designee), to the location designated by us, in as good condition as when you received it, except for ordinary wear and tear. You will bear all shipping, de-installing, and crating expenses of the Product and will insure the Product for its full replacement value during shipping. You must pay additional monthly Payments at the same rate as then in effect under a Schedule, until the Product is returned by you and is received in good condition and working order by us or our designees. Notwithstanding anything to the contrary set forth in this Lease Agreement, the parties acknowledge and agree that we shall have no obligation to remove, delete, preserve, maintain or otherwise safeguard any information, images or content retained by or resident in any Products leased by you hereunder, whether through a digital storage device, hard drive or other electronic medium ("Data Management Services"). If desired, you may engage Ricoh to perform Data Management Services at then-prevailing rates. You acknowledge that you are responsible for ensuring your own compliance with legal requirements in connection with data retention and protection and that we do not provide legal advice or represent that the Products will guarantee compliance with such requirements. The

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selection, use and design of any Data Management Services, and any decisions arising with respect to the deletion or storage of data, as well as the loss of any data resulting therefrom, shall be your sole and exclusive responsibility.

15. **Miscellaneous.** It is the intent of the parties that this Lease Agreement and any Schedule shall be deemed and constitute a "finance lease" as defined under and governed by Article 2A of the UCC. ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE. YOU AGREE THAT THE TERMS AND CONDITIONS CONTAINED IN THIS LEASE AGREEMENT AND IN EACH SCHEDULE MAKE UP THE ENTIRE AGREEMENT BETWEEN US REGARDING THE LEASING OR RENTAL OF THE PRODUCT AND SUPERSEDE ALL PRIOR WRITTEN OR ORAL COMMUNICATIONS, UNDERSTANDINGS OR AGREEMENTS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER CONTAINED HEREIN, INCLUDING, WITHOUT LIMITATION, PURCHASE ORDERS. Any purchase order, or other ordering documents, will not modify or affect this Lease Agreement or any Schedule, nor have any other legal effect and shall serve only the purpose of identifying the equipment ordered. You authorize us to supply any missing "configure to order" number ("CTO"), other equipment identification numbers (including, without limitation, serial numbers), agreement/schedule identification numbers and/or dates in this Lease Agreement or any Schedule. You acknowledge that you have not been induced to enter into this Lease Agreement by any representation or warranty not expressly set forth in this Lease Agreement. Neither this Lease Agreement nor any Schedule is binding on us until we sign it. Any change in any of the terms and conditions of this Lease Agreement or any Schedule must be in writing and signed by us. If we delay or fail to enforce any of its rights under this Lease Agreement with respect to any or all Schedules, we will still be able to enforce those rights at a later time. All notices shall be given in writing and sent either (a) by certified mail or recognized overnight delivery service, postage prepaid, addressed to the party receiving the notice at the address shown on the front of this Lease Agreement, or (b) by facsimile transmission, with oral confirmation, to the facsimile number shown below such party's signature on this Lease Agreement. Either party may change its address or facsimile number by giving written notice of such change to the other party. Notices shall be effective on the date sent. Each of our respective rights and indemnities will survive the termination of this Lease Agreement and each Schedule. If more than one customer has signed this Lease Agreement or any Schedule, each customer agrees that its liability is joint and several. It is the express intent of the parties not to violate any applicable usury laws or to exceed the maximum amount of time price differential or interest, as applicable, permitted to be charged or collected by applicable law, and any such excess payment will be applied to payments in the order of maturity, and any remaining excess will be refunded to you. We make no representation or warranty of any kind, express or implied, with respect to the legal, tax or accounting treatment of this Lease Agreement and any Schedule and you acknowledge that we are an independent contractor and not your fiduciary. You will obtain your own legal, tax and accounting advice related to this Lease Agreement or any Schedule and make your own determination of the proper accounting treatment of this Lease Agreement or any Schedule. We may receive compensation from the Manufacturer or supplier of the Product in order to enable us to reduce the cost of leasing or renting the Product to you under this Lease Agreement or any Schedule below what we otherwise would charge. If we received such compensation, the reduction in the cost of leasing or renting the Product is reflected in the Minimum Payment specified in the applicable Schedule. You authorize us, our agent and/or our Assignee to obtain credit reports and make credit inquiries regarding you and your financial condition and to provide your information, including payment history, to our Assignee and third parties having an economic interest in this Lease Agreement, any Schedule or the Product. You agree to provide updated annual and/or quarterly financial statements to us upon request.
16. **Governing Law; Jurisdiction; Waiver of Trial By Jury and Certain Rights and Remedies Under The Uniform Commercial Code.** YOU AGREE THAT THIS LEASE AGREEMENT AND ANY SCHEDULE WILL BE GOVERNED UNDER THE LAW FOR THE STATE OF TEXAS. THE PARTIES TO THIS LEASE AGREEMENT EACH WAIVE THE RIGHT TO TRIAL BY JURY IN THE EVENT OF A LAWSUIT. TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU WAIVE ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A CUSTOMER OR LESSEE BY ARTICLE 2A OF THE UCC THAT YOU MAY HAVE AGAINST US (BUT NOT AGAINST THE MANUFACTURER OF THE PRODUCT). TO HELP THE GOVERNMENT FIGHT THE FUNDING OF TERRORISM AND MONEY LAUNDERING ACTIVITIES, FEDERAL LAW REQUIRES ALL FINANCIAL INSTITUTIONS TO OBTAIN, VERIFY AND RECORD INFORMATION THAT IDENTIFIES EACH PERSON WHO OPENS AN ACCOUNT. WHAT THIS MEANS FOR YOU: WHEN YOU OPEN AN ACCOUNT, WE WILL ASK FOR YOUR NAME, ADDRESS AND OTHER INFORMATION THAT WILL ALLOW US TO IDENTIFY YOU. WE MAY ASK TO SEE IDENTIFYING DOCUMENTS.
17. **Counterparts; Facsimiles.** Each Schedule may be executed in counterparts. The counterpart which has our original signature and/or is in our possession or control shall constitute chattel paper as that term is defined in the UCC and shall constitute the original agreement for all purposes, including, without limitation, (a) any hearing, trial or proceeding with respect to such Schedule, and (b) any determination as to which version of such Schedule constitutes the single true original item of chattel paper under the UCC. If you sign and transmit a Schedule to us by facsimile or other electronic transmission, the facsimile or such electronic transmission of such Schedule, upon execution by us (manually or electronically, as applicable), shall be binding upon the parties. You agree that the facsimile or other electronic transmission of a Schedule containing your facsimile or other electronically transmitted signature, which is manually or electronically signed by us, shall constitute the original agreement for all purposes, including, without limitation, those outlined above in this Section. You agree to deliver to us upon our request the counterpart of such Schedule containing your original manual signature.
18. **State and Local Government Provisions.** If the Customer is a State or political subdivision of a State, as those terms are defined in Section 103 of the Internal Revenue Code, the following additional terms and conditions shall apply:
- (a) **Essentiality.** During the term of this Lease Agreement and any Schedule, the Product will be used solely for the purpose of performing one or more governmental or proprietary functions consistent with the permissible scope of your authority. You represent and warrant that the use of the Product is essential to performing such governmental or proprietary functions.
- (b) **Non-Appropriation/Non-Substitution.** (i) If all of the following shall occur: (A) your governing body fails to appropriate sufficient monies in any fiscal period for rentals and other payments coming due under a Schedule to this Lease Agreement in the next succeeding fiscal period for any equipment which will perform services and functions which in whole or in part are essentially the same services and functions performed by the Product covered by any such Schedule, (B) other funds are not available for such payments, and (C) the non-appropriation of funds did not result from any act or failure to act on your part, then a "Non-Appropriation" shall be deemed to have occurred. (ii) If a Non-Appropriation occurs, then: (A) you must give us immediate notice of such Non-Appropriation and provide written notice of such failure by your governing body at least sixty (60) days prior to the end of the then current fiscal year or if Non-Appropriation has not occurred by such date, immediately upon Non-Appropriation, (B) no later than the last day of the fiscal year for which appropriations were made for the rental due under any Schedule to this Lease Agreement (the "Return Date"), you shall return to us all, but not less than all, of the Product covered by such Schedule to this Lease Agreement, at your sole expense, in accordance with the terms hereof; and (C) any Schedule to this Lease Agreement shall terminate on the Return Date without penalty or expense to you and you shall not be obligated to pay the rentals beyond such fiscal year, provided that (x) you shall pay any and all rentals and other payments due up through the end of the last day of the fiscal year for which appropriations were made and (y) you shall pay month-to-month rent at the rate set forth in any such Schedule for each month or part thereof that you fail to return the Product as required herein. (iii) Upon any such Non-Appropriation, upon our request, you will provide, upon our request, an opinion of independent counsel (who shall be reasonably acceptable to us), in form reasonably acceptable to us, confirming the Non-Appropriation and providing reasonably sufficient proof of such Non-Appropriation.
- (c) **Funding Intent.** You represent and warrant to us that you presently intend to continue this Lease Agreement and any Schedule hereto for the entire term of such Schedule and to pay all rentals relating to such Schedule and to do all things lawfully within your power to obtain and maintain funds from which the rentals and all other payments owing under such Schedule may be made. The parties acknowledge that appropriation for rentals is a governmental function to which you cannot contractually commit yourself in advance and this Lease Agreement shall not constitute such a commitment. To the extent permitted by law, the person or entity in charge of preparing your budget will include in the budget request for each fiscal year during the term of each Schedule, respectively, to this Lease Agreement an amount equal to the rentals (to be used for such rentals) to become due in such fiscal year, and will use all reasonable and lawful means available to secure the appropriation of money for such fiscal year sufficient to pay all rentals coming due during such fiscal year.

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- (d) Authority and Authorization. (i) You represent and warrant to us that: (A) you are a State or political subdivision of a State, as those terms are defined in Section 103 of the Internal Revenue Code; (B) you have the power and authority to enter into this Lease Agreement and all Schedules to this Lease Agreement; (C) this Lease Agreement and all Schedules to this Lease Agreement have been duly authorized, executed and delivered by you and constitute valid, legal and binding agreement(s) enforceable against you in accordance with their terms; and (D) no further approval, consent or withholding of objections is required from any governmental authority with respect to this Lease Agreement or any Schedule to this Lease Agreement. (ii) If and to the extent required by us, you agree to provide us with an opinion of independent counsel (who shall be reasonably acceptable to us) confirming the foregoing and other related matters, in form and substance acceptable to us. (iii) You agree to take all required actions and to file all necessary forms, including IRS Forms 8038-G or 8038-GC, as applicable, to preserve the tax exempt status of this Lease Agreement and all Schedules thereto. (iv) You agree to provide us with any other documents that we may reasonably request in connection with the foregoing and this Lease Agreement.
- (e) Assignment. You agree to acknowledge any assignment to the Assignee in writing, if so requested, and, if applicable, to keep a complete and accurate record of all such assignments in a manner that complies with Section 149(a) of the Internal Revenue Code and the regulations promulgated thereunder.

IN WITNESS WHEREOF, the parties have executed this Lease Agreement as of the dates set forth below.

THE PERSON SIGNING THIS LEASE AGREEMENT ON BEHALF OF THE CUSTOMER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO DO SO.

<p>CUSTOMER</p> <p>By: X _____ <i>Authorized Signer Signature</i></p> <p>Printed Name: _____</p> <p>Title: _____ Date: _____</p> <p>Facsimile Number: _____</p>	<p>Accepted by: RICOH USA, INC.</p> <p>By: <i>Nannette Micken</i> _____ <i>Authorized Signer Signature</i></p> <p>Printed Name: Nannette Micken</p> <p>Title: Originations Manager Date: 01/06/2017</p> <p>Facsimile Number: _____</p> <p>"Certified second original, non-negotiable, non-chattel paper"</p>
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[TEXAS]

Ricoh USA, Inc.
70 Valley Stream Parkway
Malvern, PA 19355

THIS ADDENDUM (this "Addendum"), dated as of the ____ day of _____, _____, is to that certain Master Lease Agreement no. _____ (the "Agreement"), dated as of the ____ day of _____, _____, between Ricoh USA, Inc. ("we" or "us") and _____ Williamson, County of _____, as customer ("Customer" or "you").

The parties, intending to be legally bound, agree that the Agreement shall be modified as follows:

1. Section 18(b) of the Agreement shall be amended and restated to read as follows:

"(b) Non-Appropriation. (i) You intend to remit all Payments and other charges due to us under any Schedule to this Lease Agreement for the entire term of such Schedule if funds are legally available. In the event you are not granted an appropriation of funds at any time during the term for the Product subject to any Schedule to this Lease Agreement and the non-appropriation did not result from an act or omission, then a "Non-Appropriation" shall be deemed to have occurred. (ii) If a Non-Appropriation occurs, then: (A) at least thirty (30) days prior to the end of your then current fiscal year, or, if Non-Appropriation has not occurred by such date, immediately upon Non-Appropriation, your chief executive officer (or legal counsel) shall certify in writing that (x) funds have not been appropriated for the fiscal period and (y) such non-appropriation did not result from any act or failure by you, (B) no later than the last day of the fiscal year for which appropriations were made for the rental due under any Schedule to this Lease Agreement (the "Return Date"), you shall return to us all, but not less than all, of the Product covered by such Schedule to this Lease Agreement, at your sole expense, in accordance with the terms hereof; and (C) any Schedule to this Lease Agreement shall terminate on the Return Date without penalty or expense to you and you shall not be obligated to pay the rentals beyond such fiscal year; provided that (x) you shall pay any and all rentals and other payments due up through the end of the last day of the fiscal year for which appropriations were made and (y) you shall pay month-to-month rent at the rate set forth in any such Schedule for each month or part thereof that you fail to return the Product as required herein. (iii) Upon any such Non-Appropriation, upon our request, you will provide, upon our request, an opinion of independent counsel (who shall be reasonably acceptable to us), in form reasonably acceptable to us, confirming the Non-Appropriation and providing reasonably sufficient proof of such Non-Appropriation."

2. Section 18(c) of the Agreement is hereby deleted in its entirety.

3. Except to the extent modified by this Addendum, the terms and conditions of the Agreement will remain unchanged and shall continue in full force and effect.

IN WITNESS WHEREOF, each party has caused its duly authorized officer to execute this Addendum, as of the date first written above.

CUSTOMER

Ricoh USA, Inc.

-X _____
Authorized Signature Date

Nannette Micken _____
Authorized Signature Date 01/06/2017

Print Authorized Signer Name Title

Nannette Micken _____
Print Authorized Signer Name Title Originations Manager

IMAGE Management Product Schedule



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Ricoh USA, Inc.
70 Valley Stream Parkway
Malvern, PA 19355

Product Schedule Number: _____

Master Lease Agreement Number: **1030492**

This Product Schedule (this "Schedule") is between Ricoh USA, Inc. ("we" or "us") and **WILLIAMSON, COUNTY OF**, as customer or lessee ("Customer" or "you"). This Schedule constitutes a "Schedule," "Product Schedule," or "Order Agreement," as applicable, under the _____, (together with any amendments, attachments and addenda thereto, the "Lease Agreement") identified above, between you and _____. All terms and conditions of the Lease Agreement are incorporated into this Schedule and made a part hereof. If we are not the lessor under the Lease Agreement, then, solely for purposes of this Schedule, we shall be deemed to be the lessor under the Lease Agreement. It is the intent of the parties that this Schedule be separately enforceable as a complete and Independent agreement, independent of all other Schedules to the Lease Agreement.

CUSTOMER INFORMATION

WILLIAMSON, COUNTY OF				TARA RAYMORE			
Customer (Bill To)				Billing Contact Name			
301 SE INNER LOOP STE 108 HUMAN RESOURCES				Billing Address (if different from location address)			
Product Location Address				Billing Address (if different from location address)			
GEORGETOWN		TX	78626-8207	TX			
City	County	State	Zip	City	County	State	Zip
Billing Contact Telephone Number (512)943-1534		Billing Contact Facsimile Number		Billing Contact E-Mail Address TRAYMORE@WILCO.ORG			

PRODUCT/EQUIPMENT DESCRIPTION ("Product")

Qty	Product Description: Make & Model	Qty	Product Description: Make & Model
1	RICOH MPC6004 BRANDING SET		

PAYMENT SCHEDULE

Minimum Term (months) 48	Minimum Payment (Without Tax) \$ 592.40	Minimum Payment Billing Frequency <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other: _____	Advance Payment <input type="checkbox"/> 1 st Payment <input type="checkbox"/> 1 st & Last Payment <input type="checkbox"/> Other: _____
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Guaranteed Minimum Images**	
Black/White	Color
5,000	0

Cost of Additional Images*	
Black/White	Color
\$0.0075	\$0.0550

Meter Reading/Billing Frequency <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other: _____

* Based upon Minimum Payment Billing Frequency

** Based upon standard 8 1/2" x 11" paper size. Paper sizes greater than 8 1/2" x 11" may count as more than one image.

Sales Tax Exempt: YES (Attach Exemption Certificate)

Addendum(s) attached: YES (check if yes and indicate total number of pages: 1)

Customer Billing Reference Number (P.O. #, etc.) _____

TERMS AND CONDITIONS

1. The first Payment will be due on the Effective Date. If the Lease Agreement uses the terms "Lease Payment" and "Commencement Date" rather than "Payment" and "Effective Date," then, for purposes of this Schedule, the term "Payment" shall have the same meaning as "Lease Payment," and the term "Effective Date" shall have the same meaning as "Commencement Date."



2. You, the undersigned Customer, have applied to us to use the above-described Product for lawful commercial (non-consumer) purposes. **THIS IS AN UNCONDITIONAL, NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ABOVE**, except as otherwise provided in any non-appropriation provision of the Lease Agreement, if applicable. If we accept this Schedule, you agree to use the above Product on all the terms hereof, including the terms and conditions on the Lease Agreement. **THIS WILL ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS SCHEDULE AND THE LEASE AGREEMENT AND HAVE RECEIVED A COPY OF THIS SCHEDULE AND THE LEASE AGREEMENT.** You acknowledge and agree that the Ricoh service commitments included on the "Image Management Plus Commitments" page attached to this Schedule (collectively, the "Commitments") are separate and independent obligations of Ricoh USA, Inc. ("Rico") governed solely by the terms set forth on such page. If we assign this Schedule in accordance with the Lease Agreement, the Commitments do not represent obligations of any assignee and are not incorporated herein by reference. You agree that Ricoh alone is the party to provide all such services and is directly responsible to you for all of the Commitments. We are or, if we assign this Schedule in accordance with the Lease Agreement, our assignee will be, the party responsible for financing and billing this Schedule, including, but not limited to, the portion of your payments under this Schedule that reflects consideration owing to Ricoh in respect of its performance of the Commitments. Accordingly, you expressly agree that Ricoh is an intended party beneficiary of your payment obligations hereunder, even if this Schedule is assigned by us in accordance with the Lease Agreement.

3. **Image Charges/Meters:** In return for the Minimum Payment, you are entitled to use the number of Guaranteed Minimum Images as specified in the Payment Schedule of this Schedule. The Meter Reading/Billing Frequency is the period of time (monthly, quarterly, etc.) for which the number of Images used will be reconciled. If you use more than the Guaranteed Minimum Images during the selected Meter Reading/Billing Frequency period, you will pay additional charges at the applicable Cost of Additional Images as specified in the Payment Schedule of this Schedule for images, black and white and/or color, which exceed the Guaranteed Minimum Images ("Additional Images"). The charge for Additional Images is calculated by multiplying the number of Additional Images by the applicable Cost of Additional Images. The Meter Reading/Billing Frequency may be different than the Minimum Payment Billing Frequency as specified in the Payment Schedule of this Schedule. You will provide us or our designee with the actual meter reading(s) by submitting meter reads electronically via an automated meter read program, or in any other reasonable manner requested by us or our designee from time to time. If such meter reading is not received within seven (7) days of either the end of the Meter Reading/Billing Frequency period or at our request, we may estimate the number of images used. Adjustments for estimated charges for Additional Images will be made upon receipt of actual meter reading(s). Notwithstanding any adjustment, you will never pay less than the Minimum Payment.

4. Additional Provisions (if any) are: _____

THE PERSON SIGNING THIS SCHEDULE ON BEHALF OF THE CUSTOMER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO DO SO.

CUSTOMER		Accepted by: RICOH USA, INC.	
By: <input checked="" type="checkbox"/>	Authorized Signer Signature	By: <i>Nannette Micken</i>	Authorized Signer Signature
Printed Name:		Printed Name: <u>Nannette Micken</u>	
Title:	Date:	Title: <u>Originations Manager</u>	Date: <u>01/06/2017</u>

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The below service commitments (collectively, the "Service Commitments") are brought to you by Ricoh USA, Inc., an Ohio corporation having its principal place of business at 70 Valley Stream Parkway, Malvern, PA 19355 ("Ricoh"). The words "you" and "your" refer to you, our customer. You agree that Ricoh alone is the party to provide all of the services set forth below and is fully responsible to you, the customer, for all of the Service Commitments. Ricoh or, if Ricoh assigns the Product Schedule to which this page is attached in accordance with the Lease Agreement (as defined in such Product Schedule), Ricoh's assignee, is the party responsible for financing and billing the Image Management Plus Product Schedule. The Service Commitments are only applicable to the equipment ("Product") described in the Image Management Plus Product Schedule to which these Service Commitments are attached, excluding facsimile machines, single-function and wide-format printers and production units. The Service Commitments are effective on the date the Product is accepted by you and apply during Ricoh's normal business hours, excluding weekends and Ricoh recognized holidays. They remain in effect for the Minimum Term so long as no ongoing default exists on your part.

TERM PRICE PROTECTION

The Image Management Minimum Payment and the Cost of Additional Images, as described on the Image Management Plus Product Schedule, will not increase in price during the Minimum Term of the Image Management Plus Product Schedule, unless agreed to in writing and signed by both parties.

PRODUCT SERVICE AND SUPPLIES

Ricoh will provide full coverage maintenance services, including replacement parts, drums, labor and all service calls, during Normal Business Hours. "Normal Business Hours" are between 8:00 a.m. and 5:00 p.m., Monday to Friday excluding public holidays. Ricoh will also provide the supplies required to produce images on the Product covered under the Image Management Plus Product Schedule (other than non-metered Product and self-metered Product). The supplies will be provided according to manufacturer's specifications. Optional supply items such as paper, staples and transparencies are not included.

STAPLES ARE INCLUDED X

RESPONSE TIME COMMITMENT

Ricoh will provide a quarterly average response time of 2 to 8 business hours for all service calls located within a 30-mile radius of any Ricoh office, and 4 to 8 business hours for service calls located within a 31-60 mile radius for the term of the Image Management Plus Product Schedule. Response time is measured in aggregate for all Product covered by the Image Management Plus Product Schedule.

UPTIME PERFORMANCE COMMITMENT

Ricoh will service the Product to be Operational with a quarterly uptime average of 96% during Normal Business Hours, excluding preventative and interim maintenance time. Downtime will begin at the time you place a service call to Ricoh and will end when the Product is again Operational. You agree to make the Product available to Ricoh for scheduled preventative and interim maintenance. You further agree to give Ricoh advance notice of any critical and specific uptime needs you may have so that Ricoh can schedule with you interim and preventative maintenance in advance of such needs. As used in these Service Commitments, "Operational" means substantial compliance with the manufacturer's specifications and/or performance standards and excludes customary end-user corrective actions.

IMAGE VOLUME FLEXIBILITY AND PRODUCT ADDITIONS

At any time after the expiration of the initial ninety day period of the original term of the Image Management Plus Product Schedule to which these Service Commitments relate, Ricoh will, upon your request, review your image volume. If the image volume has moved upward or downward in an amount sufficient for you to consider an alternative plan, Ricoh will present pricing options to conform to a new image volume. If you agree that additional product is required to satisfy your increased image volume requirements, Ricoh will include the product in the pricing options. The addition of product and/or increases/decreases to the Guaranteed Minimum Images requires an amendment ("Amendment") to the Image Management Plus Product Schedule that must be agreed to and signed by both parties to the Schedule. The term of the Amendment may not be less than the remaining term of the existing Image Management Plus Product Schedule but may extend the remaining term of the existing Image Management Plus Product Schedule for up to an additional 60 months. Adjustments to the Guaranteed Minimum Images commitment and/or the addition of product may result in a higher or lower minimum payment. Images decreases are limited to 25% of the Guaranteed Minimum Images in effect at the time of Amendment.

PRODUCT AND PROFESSIONAL SERVICES UPGRADE OPTION

At any time after the expiration of one-half of the original term of the Image Management Plus Product Schedule to which these Service Commitments relate, you may reconfigure the Product by adding, exchanging, or upgrading to an item of Product with additional features or enhanced technology. A new Image Management Plus Product Schedule or Amendment must be agreed to and signed by the parties to the Schedule, for a term not less than the remaining term of the existing Image Management Plus Product Schedule but may, in the case of an Amendment, extend the remaining term of the existing Image Management Plus Product Schedule for up to an additional 60 months. The Cost of Additional Images and the Minimum Payment of the new Image Management Plus Product Schedule will be based on any obligations remaining on the Product, the added product and new image volume commitment. Your Ricoh Account Executive will be pleased to work with you on a Technology Refresh prior to the end of your Image Management Plus Product Schedule or Amendment.

PERFORMANCE COMMITMENT

Ricoh is committed to performing these Service Commitments and agrees to perform its services in a manner consistent with the applicable manufacturer's specifications. If Ricoh fails to meet any Service Commitments and in the unlikely event that Ricoh is not able to repair the Product in your office, Ricoh, at Ricoh's election, will provide to you either the delivery of a temporary loaner, for use while the Product is being repaired at Ricoh's service center, or Ricoh will replace such Product with comparable Product of equal or greater capability at no additional charge. These are the exclusive remedies available to you under the Service Commitments. Customer's exclusive remedy shall be for Ricoh to re-perform any Services not in compliance with this warranty and brought to Ricoh's attention in writing within a reasonable time, but in no event more than 30 days after such Services are performed. If you are dissatisfied with Ricoh's performance, you must send a registered letter outlining your concerns to the address specified below in the "Quality Assurance" section. Please allow 30 days for resolution.

ACCOUNT MANAGEMENT

Your Ricoh sales professional will, upon your request, be pleased to review your product performance metrics on a quarterly basis and at a mutually convenient date and time. Ricoh will follow up within 8 business hours of a call or e-mail to one of Ricoh's account management team members requesting a metrics review. Ricoh will, upon your request, be pleased to annually review your business environment and discuss ways in which Ricoh may improve efficiencies and reduce costs relating to your document management processes.

QUALITY ASSURANCE

Please send all correspondence relating to the Service Commitments via registered letter to the Quality Assurance Department located at: 3920 Arkwright Road, Macon, GA 31210, Attn: Quality Assurance. The Quality Assurance Department will coordinate resolution of any performance issues concerning the above Service Commitments with your local Ricoh office. If either of the Response Time or Uptime Performance Commitments is not met, a one-time credit equal to 3% of your Minimum Payment Invoice total will be made available upon your request. Credit requests must be made in writing via registered letter to the address above. Ricoh is committed to responding to any questions regarding invoiced amounts for the use of the Product relating to the Image Management Plus Product Schedule within a 2 day timeframe. To ensure the most timely response please call 1-888-275-4566.

MISCELLANEOUS

These Service Commitments do not cover repairs resulting from misuse (including without limitation improper voltage or environment or the use of supplies that do not conform to the manufacturer's specifications), subjective matters (such as color reproduction accuracy) or any other factor beyond the reasonable control of Ricoh. Ricoh and you each acknowledge that these Service Commitments represent the entire understanding of the parties with respect to the subject matter hereof and that your sole remedy for any Service Commitments not performed in accordance with the foregoing is as set forth under the section hereof entitled "Performance Commitment". The Service Commitments made herein are service and/or maintenance warranties and are not product warranties. Except as expressly set forth herein, Ricoh makes no warranties, express or implied, including any implied warranties of merchantability, fitness for use, or fitness for a particular purpose. Neither party hereto shall be liable to the other for any consequential, indirect, punitive or special damages. Customer expressly acknowledges and agrees that, in connection with the security or accessibility of information stored in or recoverable from any Product provided or serviced by Ricoh, Customer is solely responsible for ensuring its own compliance with legal requirements or obligations to third parties pertaining to data security, retention and protection. To the extent allowed by law Customer shall indemnify and hold harmless Ricoh and its subsidiaries, directors, officers, employees and agents from and against any and all costs, expenses, liabilities, claims, damages, losses, judgments or fees (including reasonable attorneys' fees) arising from its failure to comply with any such legal requirements or obligations. These Service Commitments shall be governed according to the laws of the Commonwealth of Pennsylvania without regard to its conflicts of law principles. These Service Commitments are not assignable by the Customer. Unless otherwise stated in your Implementation Schedule, your Product will ONLY be serviced by a "Ricoh Certified Technician". You acknowledge and agree that, in connection with its performance of its obligations under these Service Commitments, Ricoh may place automated meter reading units on imaging devices, including but not limited to the Product, at your location in order to facilitate the timely and efficient collection of accurate meter read data on a monthly, quarterly or annual basis. Ricoh agrees that such units will be used by Ricoh solely for such purpose. Once transmitted, all meter read data shall become the sole property of Ricoh and will be utilized for billing purposes.

"Certified second original,
non-negotiable, non-chattel paper"





EQUIPMENT REMOVAL/BUYOUT AUTHORIZATION

Customer Name:	WILLIAMSON, COUNTY OF			Phone:	(512)943-1534
Contact Name:	RAYMORE, TARA			City:	GEORGETOWN
Address:	301 SE INNER LOOP STE 108			Fax/Email:	TRAYMORE@WILCO.ORG
State:	TX	Zip:	78626-8207		

Make	Model	Serial Number
	MP7502SP	W872LB00417
	SPC431DN-RIC	S9419200130

This Authorization applies to the equipment identified above and to the following Removal/Buy Out Option

This Authorization will confirm that Customer desires to engage Ricoh USA, Inc. ("Ricoh") to pick-up and remove certain items of equipment that are currently (i) owned by Customer or (ii) leased from Ricoh or other third party (as specified below), and that you intend to issue written or electronic removal requests (whether such equipment is identified in this Authorization, in a purchase order, in a letter or other written form) to Ricoh from time to time for such purpose. Such removal request will set forth the location, make, model and serial number of the equipment to be removed by Ricoh. By signing below, you confirm that, with respect to every removal request issued by Customer (1) Ricoh may rely on the request, (2) the request shall be governed by this Authorization, and (3) Ricoh may accept this Authorization by either its signature or by commencing performance (e.g. equipment removal, initiating Services, etc.). Each party agrees that electronic signatures of the parties on this Authorization will have the same force and effect as manual signature. Notwithstanding the foregoing, the parties acknowledge and agree that Ricoh shall have no obligation to remove, delete, preserve, maintain or otherwise safeguard any information, images or content retained by, in or on any item of equipment serviced by Ricoh, whether through a digital storage device, hard drive or similar electronic medium ("Data Management Services"). If desired, Customer may engage Ricoh to perform such Data Management Services at its then-current rates. Notwithstanding anything in this Authorization to the contrary, (i) Customer is responsible for ensuring its own compliance with legal requirements pertaining to data retention and protection, (ii) it is the Customer's sole responsibility to obtain advice of competent legal counsel as to the identification and interpretation of any relevant laws and regulatory requirements that may affect the customer's business or data retention, and any actions required to comply with such laws, (iii) Ricoh does not provide legal advice or represent or warrant that its services or products will guarantee or ensure compliance with any law, regulation or requirement, and (iv) the selection, use and design of any Data Management Services, and any and all decisions arising with respect to the deletion or storage of any data, as well as any loss of data resulting therefrom, shall be the sole responsibility of Customer, and Customer shall indemnify and hold harmless Ricoh and its subsidiaries, directors, officers, employees and agents from and against any and all costs, expenses, liabilities, claims, damages, losses, judgments or fees (including reasonable attorneys' fees) (collectively, "Losses") arising therefrom or related thereto.

◆**Equipment Removal (Leased by Customer).** In addition to the terms and conditions set forth above, the following terms and conditions shall apply for equipment removals of equipment leased by Customer: Except for the obligations of Ricoh to pick up and remove the identified equipment, Ricoh does not assume any obligation, payment or otherwise, under any lease agreement, which shall remain Customer's sole responsibility. As a material condition to the performance by Ricoh, Customer hereby releases Ricoh from, and shall indemnify, defend and hold Ricoh harmless from and against, any and all claims, liabilities, costs, expenses and fees arising from or relating to any breach of Customer's representations or obligations in this Authorization or of any obligation owing by Customer under its lease agreement.

CUSTOMER

By: _____
 Name _____
 Title _____
 Date _____

RICOH USA, INC.

By: Karl E. Lamb
 Name KARL E. LAMB
 Title VP
 Date 1/6/17



CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
RICOH USA, INC
MALVERN, PA United States

Certificate Number:
2016-147205

Date Filed:
12/16/2016

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

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
Lease Color Copier HR DEPT
LEASE AND SERVICE OF COLOR COPIER

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
RICOH AMERICAS CORPORATION	MALVERN, PA United States	X	

5 Check only if there is NO Interested Party.

6 AFFIDAVIT

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



[Handwritten Signature]

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Lee Bosch, this the 16TH day of DECEMBER, 2016, to certify which, witness my hand and seal of office.

[Handwritten Signature]
Signature of officer administering oath

VIRGIL DELGADO
Printed name of officer administering oath

Notary Public
Title of officer administering oath

Commissioners Court - Regular Session

41.

Meeting Date: 01/24/2017

Tymco Street Sweepers Purchase Request

Submitted By: Robert Lerma, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the purchase of three (3) street sweepers for the Road & Bridge Department from Tymco utilizing BuyBoard contract 515-16 in the total amount of \$698,530.50.

Background

Purchasing has received a request from Williamson County's Road & Bridge Department to purchase Three (3) Street Sweepers in the amount of \$232,843.50 each for total of \$698,530.50 utilizing the BuyBoard cooperative contract 515-16 with Tymco.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

[Tymco Quote](#)

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Robert Lerma

Final Approval Date: 01/19/2017

Reviewed By

Wendy Coco

Date

01/19/2017 08:40 AM

Started On: 01/19/2017 08:25 AM



BuyBoard Pricing List - Contract 515-16 Dec. 1, 2016 - Nov. 30, 2017

PLEASE MAKE P.O. TO TYMCO, Inc.

Date: 12/02/16

Customer: Williamson County, TX

Person Quoting Kaye Morgan kaye.morgan@tymco.com

Base Model TYMCO 600 - Auxiliary Engine - John Deere 4045T (Tier FT4) 4 cyl, BlueLogic Control System; Automatic Shutdown System, Dust Control System, Instruments in Cab, Hydraulic Tank Sight/Temperature Gauge, Twin Gutter Brooms, Floodlights, Parabolic Mirrors, Pressure Bleeder, Water Fill Hose & Rack, Amber High Powered Stroke Light, Rear Mounted Alternating/Flashing Lights(2), Back-Up Alarm, Floodlights on Rear (2), Duo Skids, Rubber Lined Blower, Suction Inlet Liner, Severe Weather Wiring

Qty		Price	BB Disc. Price	Net
1	Base Model TYMCO Model 600	133,000.00	119,700.00	119,700.00
1	Abrasion Protection Package	1,200.00	1,080.00	1,080.00
	Air Purge	230.00	207.00	0.00
	Airport Runway Sweeper - HSP (High Speed Performance) System	8,500.00	7,650.00	0.00
1	A.O.D. Washdown System.w/Spray Gun w/Trigger control	2,000.00	1,800.00	1,800.00
1	Arrow Stick (Traffic Directing Light LED - SAE Class 1)	1,200.00	1,080.00	1,080.00
	Auxiliary Hand Hose	1,350.00	1,215.00	0.00
	Auxiliary Hand Hose Nozzle Extension	600.00	540.00	0.00
1	Auxiliary Hand Hose with Hydraulic Boom Assist	4,600.00	4,140.00	4,140.00
	Auxiliary Hand Hose with Catch Basin Cleaning Package	8,500.00	7,650.00	0.00
	Auxiliary Hydraulic System	1,275.00	1,147.50	0.00
1	Broom Assist Pick-Up Head	4,850.00	4,365.00	4,365.00
	Camera/Monitor System AWTI w/7' Color Monitor - Single Camera	1,700.00	1,530.00	0.00
1	Camera/Monitor System AWTI w/7' Color Monitor - Dual Cameras	2,900.00	2,610.00	2,610.00
	CAT 290 Water Pump (exchange)	1,175.00	1,057.50	0.00
1	COMDEX Package - Extra Water Capacity	5,400.00	4,860.00	4,860.00
	Compressed Natural Gas (CNG) Power Conversion	27,500.00	24,750.00	0.00
1	Dump Switch in Cab	235.00	211.50	211.50
	Dustless Sweeper Technology (DST-6)	69,000.00	62,100.00	0.00
	Engine Block Heater	350.00	315.00	0.00
2	Gutter Broom Tilt Adjuster - each side	750.00	675.00	1,350.00
1	Gutter Broom Variable Speed	850.00	765.00	765.00
	Gutter Broom - Drop Down (requires tilt) each	850.00	765.00	0.00
	Hi/Low Pressure Washdown System	1,675.00	1,507.50	0.00
1	High Capacity Dust Separator	1,025.00	922.50	922.50
1	High Output Water System	875.00	787.50	787.50
1	Hopper Deluge System	800.00	720.00	720.00
	Hopper Drain System	600.00	540.00	0.00
	Hopper Load Indicator	500.00	450.00	0.00
1	Hopper Screen Chip Seal/Milling	700.00	630.00	630.00
	Lateral Air Flow Nozzle	3,300.00	2,970.00	0.00
	Linear Actuator Pressure Bleeder	230.00	207.00	0.00
	Liquid Recovery System	3,650.00	3,285.00	0.00
	Liquid Recovery System Pump Kit	5,700.00	5,130.00	0.00
	Low Emissions Package	2,100.00	1,890.00	0.00
	Magnet Assembly - Heavy Duty	11,900.00	10,710.00	0.00
	Magnet Assembly - Standard Duty	9,500.00	8,550.00	0.00
1	Pick-Up Head Curtain Lifter	1,750.00	1,575.00	1,575.00
	Pick-Up Head Pressure Inlet Water Injection System	2,050.00	1,845.00	0.00
	Pick-Up Head Removable Front Curtain Set	285.00	256.50	0.00
1	Reverse Pick-Up Head Chains	455.00	409.50	409.50
	Stainless Steel Hopper w/Stainless Steel High Capacity Dust Separator	19,500.00	17,550.00	0.00
	2016 Autocar Xpert (Cabover) 33,000 GVW Diesel, Air Conditioner, AM/FM Radio/Dual Steer	117,500.00	105,750.00	0.00
	2016 Peterbilt (Cabover); 33,000 GVW, Diesel, AC, Air Seats, AM/FM Stereo Radio/Dual Steerin	110,000.00	99,000.00	0.00
	2017 Freightliner M2 Diesel, LH Vertical Exhaust, Air Conditioner, Air Seats, AM/FM Radio	89,500.00	80,550.00	0.00
	2016 Freightliner M2 Chassis CNG Powered 8.9L ISL-G w/Fuel System 60 D.G.E.	156,000.00	140,400.00	0.00
1	2016 International 4300-DT: Diesel, Air Conditioner, Air Seats, AM/FM Stereo Radio, Dual Steering	87,500.00	78,750.00	78,750.00
	2016 IH 4300-ISB: Diesel, Air Conditioner, Air Seats, AM/FM Stereo Radio, DS	90,750.00	81,675.00	0.00
Unpublished Options				
1	2017 International 4300-DT Chassis, A/C, Air Seats, AM/FM Radio, Dual Steering UPGRADE	2,200.00	1,980.00	1,980.00
1	Hopper Suction Throat Liner w/Inlet Wear Flange	1,800.00	1,620.00	1,620.00
1	Additional Nozzle w/Separate Switch - Hopper	500.00	450.00	450.00
1	(2) 12" Parabolic Mirrors	125.00	112.50	112.50
1	Amber Bar Light - LED - Cab Mouned	1,100.00	990.00	990.00
1	LED Lights - Stop/Turn/Tail/Clearance/Markers	600.00	540.00	540.00
1	Freight/PDI/Inservice	1,550.00	1,395.00	1,395.00
			0.00	0.00
			TOTAL:	232,843.50

Requested by: _____

Approved by: _____

DELIVERY: 60-90 DAYS

Commissioners Court - Regular Session

42.

Meeting Date: 01/24/2017

District Attorney Apportionment Supplement BA 01-24-2017

Submitted For: Melanie Denny**Submitted By:** Angela Schmidt, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items**Information****Agenda Item**

Discuss, consider, and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues for the District Attorney's office from State Judiciary Apportionment Funds:

Background

Apportionment funds are appropriated by the State. These funds may be used for salaries, travel and expenses of assistant prosecutors, investigators and administrative staff. These funds can be used for certain day to day expense of the office as outlined in Governmental Code Section 46.0031.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.335602	Dist Atty Salary Supplement	\$7,500.00

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

County Judge Exec Asst.

Form Started By: Angela Schmidt

Final Approval Date: 01/19/2017

Reviewed By

Wendy Coco

Date

01/19/2017 08:39 AM

Started On: 01/18/2017 04:36 PM

Commissioners Court - Regular Session

43.

Meeting Date: 01/24/2017

District Attorney Apportionment Supplement BA 01-24-2017

Submitted For: Melanie Denny**Submitted By:** Angela Schmidt, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items**Information****Agenda Item**

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for the District Attorney's office from State Judiciary Apportionment Funds:

Background

Apportionment funds are appropriated by the State. These funds may be used for salaries, travel and expenses of assistant prosecutors, investigators and administrative staff. These funds can be used for certain day to day expense of the office as outlined Governmental Code Section 46.0031.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0440.001940	Apportionment Supplement	\$6,197.32
	0100.0440.002010	FICA	\$474.10
	0100.0440.002020	Retirement	\$828.58

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

County Judge Exec Asst.

Form Started By: Angela Schmidt

Final Approval Date: 01/19/2017

Reviewed By

Wendy Coco

Date

01/19/2017 08:39 AM

Started On: 01/18/2017 04:42 PM

Commissioners Court - Regular Session

44.

Meeting Date: 01/24/2017

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
- g) Kalahari
- h) St. David's

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 01/19/2017

Reviewed By

Wendy Coco

Date

01/19/2017 01:54 PM

Started On: 01/19/2017 10:41 AM

Commissioners Court - Regular Session

45.

Meeting Date: 01/24/2017

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 wastewater easements in Berry Springs Park
- f) Discuss Development Agreement with Ashby Capital Investments, LLC

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

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 01/19/2017

Reviewed By

Wendy Coco

Date

01/19/2017 01:54 PM

Started On: 01/19/2017 10:41 AM