NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONER'S COURT
APRIL 25TH, 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 – 19)

5. Discuss, consider and take appropriate action on a line item transfer for the County Clerk Records Management fund.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0385-0385-004500	Maintenance Contracts	$39,000
To	0385-0385-004550	Imaging & Microfilm	$39,000

6. Discuss, consider, and take appropriate action on a line item transfer for the County Attorney's Office.

Fiscal Impact

From/To	Acct No.	Description	Amount
To	0100-0475-002010	CA/FICA	$355.32
From	0100.0475.004902	Co Atty Leg Supp	$7,670.00
To	0100.0475.001107	Temp Labor-Seasonal Help	$4,644.68
To	0100.0475.003005	Office Furniture	$2,670.00

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

8. Discuss, consider and take appropriate action on authorizing the disposal of various county assets through auction including (1) Chair and (1) 2005 Ford F150 XCAB (see attached lists) pursuant to Tx. Local Gov't code 263.152.

9. Discuss, consider and take appropriate action on approving property tax collections for the month of March 2017 for the Williamson County Tax Assessor/Collector.

10. Discuss, consider and take appropriate action on approving property tax refunds over $2,500.00 for the month of March 2017 for the Williamson County Tax Assessor/Collector.

11. Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 4, March 2017 Monthly Report in compliance with Code of Crim. Proc. § 103.005.

12. Receive and acknowledge Supplemental Work Authorization No. 1 under Williamson County Contract between Balcones Geotechnical PLLC and Williamson County dated December 3, 2015 for Geotechnical Engineering Services for Williamson County Sheriff's Office Training Center. This supplemental is to extend the expiration date to February 1, 2018 only. The current Work Authorization dollar amount will remain the same.

13. Discuss, consider and take appropriate action on an Amendment No. 1 to Williamson County Contract for Geotechnical Engineering Services for Williamson County North Campus Facilities, being dated December 3, 2015, (the "Contract") by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Balcones Geotechnical, PLLC (the "Engineer").

14. Receive and acknowledge Supplemental Work Authorization No. 1 under Williamson County Contract between Balcones Geotechnical PLLC and Williamson County dated December 3, 2015 for Geotechnical Engineering Services for Williamson County North Campus Facilities. This supplemental is to extend the expiration date to February 2, 2018 and increase the maximum amount payable to $75,000.

15. Discuss,consider and take appropriate action on approval of the preliminary plat for the Hohman-San Gabriel Farms subdivision - Pct 4.

16. Discuss, consider and take appropriate action on approval of the preliminary plat for the Sphere Sub One subdivision - Pct 3.

17. Discuss, consider and take appropriate action on approval of the final plat for the Stefek Subdivision - Pct 4.

18. Discuss, consider and take appropriate action on approval of the revised plat for Block A Lot 6 of the Teravista Com 24 subdivision and the remainder of Block A Lot 1 of the Teravista Sec 24 subdivision - Pct 3.

19. Discuss, consider and take any appropriate action acknowledging the Williamson County Sheriff's Office commissary fund purchase of a Guardian RFID software, hardware and services to support operations of the Williamson County Jail and approval of the addition of such system to the Williamson County IT network infrastructure, including but limited to integration with Odyssey judicial information.

REGULAR AGENDA

20. Discuss, consider and take appropriate action on recognizing the newest members of Williamson County EMS.

21. Discuss, consider, and take appropriate action on proclamation designating May 1 - 7, 2017 as Air Quality Awareness Week in Williamson County.

22. Hear presentation from Alvin Lankford, Chief Appraiser, Williamson Central Appraisal District.

23. Discuss, consider, and take appropriate action on a presentation about the County's Unified Communication System project.

24. Discuss, consider, and take appropriate action on approving quote, scope of work, and services contract between Networked Solutions, LLC and Williamson County, for a Cisco Unified Communications System and implementation services under DIR-TSO-2542 in the amount of $851,025.50

25. Discuss, consider and take appropriate action on approving 2014 CIP Budget Transfer Request to move $62,212.45 from Secure Messaging (P427) to Phone System Upgrade (P425).

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

27. Discuss, consider, and take appropriate action regarding a TCEQ Agent Authorization Form for the Edwards Aquifer Protection Program associated with CR 176 at RM 2243, a Road Bond Project in Commissioner Pct. 3.

28. Discuss, consider, and take appropriate action regarding the Standard Utility Agreement with Oncor Electric for utility relocation for the Southwest Bypass Segment 1 Project, a Road Bond Project in Commissioner Precinct 3.

29. Discuss, consider and take appropriate action on a Contract Amendment no. 2 for the SW Bypass/SH 29 Inner Loop project between Williamson County and HDR Engineering, Inc. relating to the 2013 Road Bond Program.

30. Discuss, consider and take appropriate action on a Contract Amendment No. 2 for the Hairy Man Road/Brushy Creek Road project between Williamson County and Atkins North America, Inc. relating to the 2013 Road Bond Program.

31. Discuss, consider and take appropriate action on a Contract Amendment No. 1 for the North Mays Extension project between Williamson County and LJA Engineering, Inc. relating to the 2013 Road Bond Program.

32. Discuss, consider and take appropriate action on a Contract Amendment No. 2 for the Arterial H road project between Williamson County and Randall Jones & Associates, Inc. relating to the 2013 Road Bond Program.

33. Discuss, consider and take appropriate action on approving 2013 Road Bond Budget Transfer Request per Mike Weaver, Road Bond Manager, to move $20,000 from 2013 Road Non-Departmental (P290) to Hero Way West (P314).

34. Discuss, consider and take appropriate action on approving 2013 Park Bonds Budget Transfer Request to move $399,875 from Wilco Expo Center (P418) and $100,125 from 2013 Park Non-Departmental (P500) to Expo RV Park (P463).

35. Discuss, consider and take appropriate action on a Letter Agreement with Siena North Devco, Inc. for a subdivision wall adjacent to the proposed right of way.

36. Discuss, consider and take appropriate action regarding the allocation of Jester Annex space to the Precinct 1 Constable.

37. Discuss, consider and take any appropriate action regarding approval or ratification of monthly Treasurer's Report on Williamson County Finances for March 2017 pursuant to Texas Local Government Code §114.026.

38. Consideration and action with respect to Order Authorizing the Defeasance and Redemption of Certain of the County's Outstanding Bonds.

39. Discuss, consider, and take appropriate action on allowing the Judge to sign a Master Support Agreement between Petsmart Charities and Williamson County Regional Animal Shelter for funds to be used for the reimbursement of $7,538.00 for necessary shelter supplies and medical treatment including but not limited to testing, vaccinations, medications, litter boxes, litter and food for the 89 cats and 1 dog received through a cruelty seizure.

40. Discuss and take appropriate action on changing election precinct boundary lines for precincts 204 and 201 to create election precinct 202.

41. Discuss and take appropriate action on precinct boundary changes affecting Precincts 206, 207, and 267.

42. Discuss and take appropriate action on changing election precinct boundary lines for precincts 259, 253, and 264 to create election precinct 263.

43. Discuss and take appropriate action on precinct boundary changes affecting Precincts 273, 277, and 278.

44. Discuss and take appropriate action on changing election precinct boundary lines for precinct 343 and 342 and to create election precinct 345.

45. Discuss and take appropriate action on changing election precinct boundary lines for precincts 396, 381, and 394 to create election precinct 393.

46. Discuss and take appropriate action on changing election precinct boundary lines for precincts 488, 424, and 402 to create election precincts 489 and 490.

47. Discuss, consider, and take appropriate action on authorizing Purchasing Agent to advertise and receive sealed proposals for Historic Courthouse Sidewalk Paver Project under RFP # 1704-158.

48. Discuss, consider, and take appropriate action on authorizing Purchasing Agent to advertise and receive sealed proposals for Roof Reconstruction / Improvements for Justice Center under RFP # 1704-159.

49. Discuss, consider and take appropriate action on awarding IFB # 1702-148 Southwest Bypass Access Route to the lowest and best bidder, Jordan Foster Construction, as recommended by HNTB Corporation.

50. Discuss, consider and take appropriate action on approving the purchase of (4) Type 1 Custom Series, Ford F450 DRW Ambulances for Williamson County EMS per HGAC contract AM10-16 in the amount of $912,672.00.

51. Discuss, consider, and take appropriate action on determining any requirements and/or policies for billing third party entities for the payroll costs incurred by the Elections Department while conducting elections for such third party entities.

52. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve budget amendment to acknowledge additional revenues for the NACo Prescription Discount Card Program:

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.370500	Miscellaneous Revenue	$702.00

53. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve budget amendment to acknowledge additional expenditures for the NACo Prescription Discount Card Program:

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0630.004921	Co Wide Rx Disc Card Program	702.00

EXECUTIVE SESSION

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

54. 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 Columbus Balbo
e) Mega Site

55. 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 the acquisition of real property for right-of-way for Mays St. Extension
b) Discuss the acquisition of real property for SW 183 and SH 29 Loop.
c) Discuss the acquisition of real property for CR 176 at RM 2243
d) Discuss the acquisition of real property with endangered species for mitigation purposes.
e) Discuss the acquisition of real property: CR 101
f) Discuss the acquisition of real property: CR 111
g) Discuss the acquisition of real property for CR 278 at Bagdad Rd.
h) Discuss the acquisition of real property for proposed CR 110 project. (All sections)
i) Discuss the acquisition of real property for County Facilities.
j) Discuss the acquisition of real property on CR 305.
k) Discuss the acquisition of Easement interests for the Brushy Creek Trail Project.
l) Discuss acquisition of property located at NEC of Toll 130 and Gattis School Rd.
m) Discuss the acquisition of a drainage easement for CR 108.
n) Discuss easement acquisitions from San Gabriel River Ranch Subdivision.
o) Discuss the acquisition of real property for CR 258.
p) Discuss the acquisition of real property for CR Lakeline Blvd.
q) Discuss the acquisition of real property for US 183.
r) Discuss the acquisition of real property for Hairy Man Rd.
s) Discuss the acquisition of real property for SW Bypass.
t) Discuss the acquisition of real property for Crossroad Acres.

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 transfer of right of way for Westinghouse Rd. to the City of Georgetown.
e) Discuss wastewater easements in Berry Springs Park
f) Discuss Development Agreement with Ashby Capital Investments, LLC
g) Discuss sale of County property on Ronald Reagan Blvd.
h) Discuss abandonment of County property on CR 123.
i) Discuss the improvements 175 CR 138 (Giesen tract).

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

56. 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) SOAH Docket No. 473-16-4342; PUC Docket No. 45866 –Application of LCRA Transmission Services Corporation to Amend its Certificate of Convenience and Necessity for the Proposed Leander to Round Rock 138-KV Transmission Line Project
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.
aa) Civil Action No. Case 1:17-cv-00068; Dennis Farmer & Linda Schlueter v. Williamson County and Deputy Damon Grant; In The United States District Court for the Western District of Texas, Austin Division

57. 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).

58. 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)

59. Discuss and take appropriate action concerning economic development.

60. Discuss and take appropriate action concerning real estate.

61. Discuss and take appropriate action on pending or contemplated litigation, settlement matters and other confidential attorney-client legal matters, including the following:

a) Litigation or claims or potential litigation or claims against the County or by the County
b) Status Update-Pending Cases or Claims;
c) Civil Action No.1:13- CV- 505, Robert Lloyd v. Lisa Birkman, et al, In The United States District Court for the Western District of Texas, Austin Division
d) Employee/personnel related matters
e) Other confidential attorney-client matters, including contracts and certain matters related to county defense issues in which the duty of the attorney to the governmental body within the attorney/client relationship clearly conflicts with Chapter 551 of the Texas Government Code.
f) Cause No. 15-0064-C277, Gordon v. Dollahite et al, In The District Court of Williamson County, Texas, 277th District
g) County Road 241 utility and Right-of-Way Issues and matters;
h) Civil Action No. 1:15-cv-431; *Herman Crisp v. Williamson County, et al*; In the USDC-WD-Austin Division
i) Carolyn Barnes, et al v. Texas Attorney General, et al; Cause # D-1-GN-15-000877, in the 419th Judicial District Court of Travis County
j) Discuss, consider and take appropriate action regarding possible appeal of IRS Proposed Worker Classification Changes and Proposed Tax Adjustments 2011 -2013; and approval of payment of disputed employment taxes pending appeal
k) Potential claims and litigation against Volkswagen and Audi related to Volkswagen and Audi emission control systems on diesel engine vehicles in the period 2009 – 2015
l) Discuss proposed acquisition of property for SW 183 and SH 29 Loop
m) Claims of Texas Association for Children and Families
n) Civil Action; American Stewards of Liberty, *et al.* v. Sally Jewell, *et al.*, In the Western District Court, Western District of Texas, Austin Division
o) Action regarding legislative changes to firearms laws, to include but not be limited to the adoption and implementation of regulations and policies relating to the possession of firearms on and within Williamson County property and facilities.
p) SOAH Docket No. 473-16-4342; PUC Docket No. 45866 –Application of LCRA Transmission Services Corporation to Amend its Certificate of Convenience and Necessity for the Proposed Leander to Round Rock 138-KV Transmission Line Project
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.
z) Civil Action No. Case 1:17-cv-00068; Dennis Farmer & Linda Schlueter v. Williamson County and Deputy Damon Grant; In The United States District Court for the Western District of Texas, Austin Division

62. 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.

63. 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: 04/25/2017

Transfer within 385

Submitted For: Nancy Rister **Submitted By:** Nancy Rister, County Clerk

Department: County Clerk

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for the County Clerk Records Management fund.

Background

Texas State Library billing was more than originally estimated. Tyler Maintenance bill was less than originally estimated. Moving money to cover State Library bill for microfilm.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0385-0385-004500	Maintenance Contracts	$39,000
To	0385-0385-004550	Imaging & Microfilm	$39,000

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	04/12/2017 01:58 PM
Budget Office	Ashlie Koenig	04/20/2017 10:17 AM
Form Started By: Nancy Rister		Started On: 04/12/2017 11:55 AM
Final Approval Date: 04/20/2017		

Commissioners Court - Regular Session **6.**

Meeting Date: 04/25/2017

Line Item Transfer

Submitted For: D. Hobbs **Submitted By:** Stephanie Lloyd, County Attorney

Department: County Attorney

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on a line item transfer for the County Attorney's Office.

Background

transfer is needed to purchase furniture to make reasonable ergonomic accomodations for employees and also for temporary help in Evidence division.

Fiscal Impact

From/To	Acct No.	Description	Amount
To	0100-0475-002010	CA/FICA	$355.32
From	0100.0475.004902	Co Atty Leg Supp	$7,670.00
To	0100.0475.001107	Temp Labor-Seasonal Help	$4,644.68
To	0100.0475.003005	Office Furniture	$2,670.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	04/20/2017 10:15 AM
Budget Office	Ashlie Koenig	04/20/2017 10:24 AM
Form Started By: Stephanie Lloyd		Started On: 04/20/2017 07:40 AM
Final Approval Date: 04/20/2017		

Commissioners Court - Regular Session **7.**

Meeting Date: 04/25/2017

Compensation Items

Submitted For: Tara Raymore **Submitted By:** Kristy Sutton, Human Resources

Department: Human Resources

Agenda Category: Consent

Information

Agenda Item

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

Background

See attached documentation for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Comp Item

Form Review

Inbox	Reviewed By	Date
Human Resources (Originator)	Tara Raymore	04/20/2017 09:31 AM
County Judge Exec Asst.	Wendy Coco	04/20/2017 10:03 AM
Form Started By: Kristy Sutton		Started On: 04/18/2017 09:18 AM
Final Approval Date: 04/20/2017		

Department	PCN	EE ID	Budget Amount	*Requested Amount	Change Amount	% Change	Reason for Change	Available Funds	Earliest Oracle Effective Date
District Clerk	9994	Vacant	$11,596.00	$12,740.00	$1,144.00	9.87%	Increase vacant position salary	Unallocated	4/21/2017
Juvenile Services	1066	13804	$34,112.00	$35,476.48	$1,364.48	4.00%	Merit	Unallocated	5/5/2017
Juvenile Services	1070	13803	$34,112.00	$35,476.48	$1,364.48	4.00%	Merit	Unallocated	5/5/2017
Parks	1694	Vacant	$27,191.25	$29,684.59	$2,493.34	9.17%	Increase vacant position salary	Unallocated	5/5/2017

*Amount may vary slightly due to Oracle rounding

Commissioners Court - Regular Session **8.**

Meeting Date: 04/25/2017

Asset Auction 4/25/2017

Submitted By: Jayme Jasso, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the disposal of various county assets through auction including (1) Chair and (1) 2005 Ford F150 XCAB (see attached lists) pursuant to Tx. Local Gov't code 263.152.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Asset Auction

Asset Auction 1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	04/17/2017 03:43 PM
Form Started By: Jayme Jasso		Started On: 04/17/2017 09:52 AM
Final Approval Date: 04/17/2017		

FrmAudASCF01 revision 07/2014

Williamson County
Asset Status Change Form

Print Form

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

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

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Desk chair, green, high back, broken arm, stained			

Parties involved:

FROM (Transferor Department): Auditor's Office

Transferor - Elected Official/Department Head/ Authorized Staff:

Julie M. Kiley
Print Name

Julie M. Kiley
Signature

April 11, 2017
Date

Contact Person:

Lisa Moore
Print Name

+1 (512) 943-1623
Phone Number

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

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

Print Name

Signature

Date

Contact Person:

RECEIVED
Print Name

APR 11 2017
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 _____

Court Document

Vehicle Status Change

Human Resources

County VIN/Serial #: 1FTRX12W85KD56489

Department: 210 - Unified Road Systems

Equipment Number (Door Number): UB0519

License Plate:	Year:	Make:	Model:
1137000	2005	FORD	F150 XCAB

Reason for Status Change:

- (●) High Mileage: List actual mileage 148615
- ( ) Not mechanically sound: Explain below
- ( ) Transfer (complete *Receiving Department* section)
- ( ) Other: Explain below

Explanation:

i:0#.f|membership|jivey@wilco.org2017-04-06T13:05:25 — 2017-04-06

Elected Official/Department Head/Authorized Staff Signature — Date:

Vehicle Status Change/Title Determination - To be completed by **Fleet Services Manager**

Method of Status change: This vehicle is to be considered for: (select one)

- (●) Sale at the earliest auction
- ( ) Salvage for parts
- ( ) Trade-in for new assets of same general type for the county
- ( ) Transfer
- ( ) Sale to insurance
- ( ) SALE to a government entity/civil or charitable organization in the county at fair market value
- ( ) Other

i:0#.f|membership|kevin.teller@wilco.org2017-04-06T15:56:19 — 2017-04-06

Authorized Fleet Staff Digital Signature — Date

To be completed by **Human Resources (hr_risk@wilco.org):**

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

i:0#.f|membership|heather.kirkwood@wilco.org 2017-04-11T10:09:15 — 2017-04-11

Employee Authorizing Digital Signature — Date

Vehicle Status Change/Title Determination - To be completed by the **Auditors Office:**

Check box indicates the Vehicle Transfer has been reviewed and approved: ☐

Title Approved for:

- ○ Salvage Title
- ○ Non-repairable Title
- ○ No change needed; current title is still valid

i:0#.f|membership|angela.schmidt@wilco.org 2017-04-12T16:53:11	2017-04-12
Authorized Employee Digital Signature	Date

Human Resources

Created by Williamson County Technology Services

Commissioners Court - Regular Session **9.**

Meeting Date: 04/25/2017

Property Tax Collections – March 2017

Submitted For: Larry Gaddes

Submitted By: Sandra Surratt, County Tax Assessor Collector

Department: County Tax Assessor Collector

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving property tax collections for the month of March 2017 for the Williamson County Tax Assessor/Collector.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

030117-033117 GWI-RFM

030117-033117 GWI-RFM Graph

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	04/18/2017 02:16 PM
Form Started By: Sandra Surratt		Started On: 04/18/2017 02:03 PM
Final Approval Date: 04/18/2017		

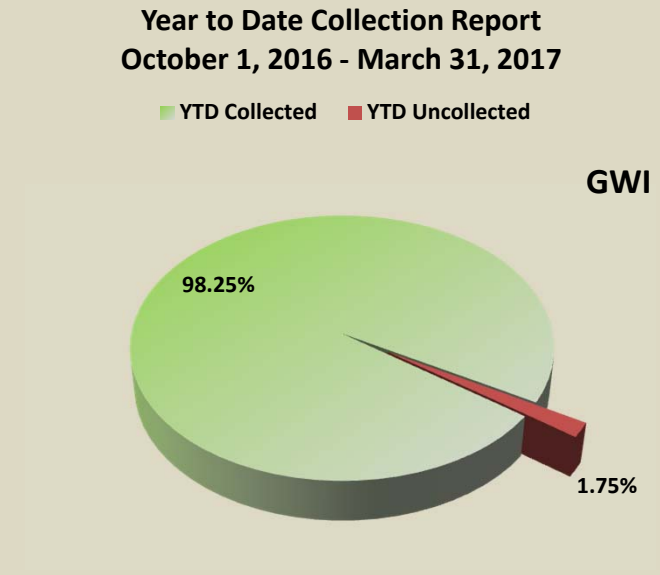
YEAR TO DATE - COLLECTION REPORT
Williamson County - GWI/RFM Property Taxes
March 31, 2017

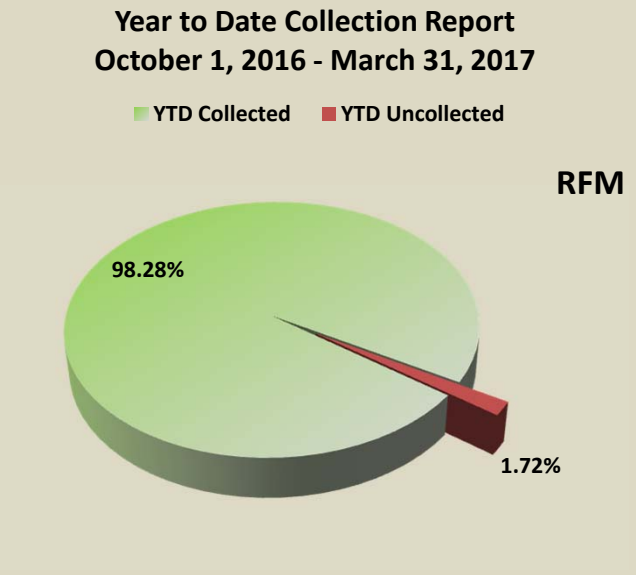
Williamson County General Fund	Tax Roll	Adjustments	Adjusted Tax Roll	Current Tax Collected	Penalty & Interest Collected	Variance	Uncollected Balance	YTD Collected	YTD Percent Collected	YTD Percent Collected w/P & I	YTD Percent Collected w/P & I & Prior Years
2016	$226,223,062.05	$445,333.62	$226,668,395.67	$1,875,477.52	$98,131.91	$3.74	$3,976,929.87	$222,691,465.80	98.25%	98.36%	98.88%
2015 & Prior	$2,047,458.40	($327,695.87)	$1,719,762.53	($4,614.08)	$10,505.13	$33,643.84	$1,463,490.73	$256,271.80	14.90%	21.99%	
Rollbacks	$468,099.22	$376,943.47	$845,042.69	$66,449.69	$4,603.33	$705.56	$44,305.97	$800,736.72	94.76%	95.39%	
Total All	$228,738,619.67	$494,581.22	$229,233,200.89	$1,937,313.13	$113,240.37	$34,353.14	$5,484,726.57	$223,748,474.32	97.61%	97.78%	

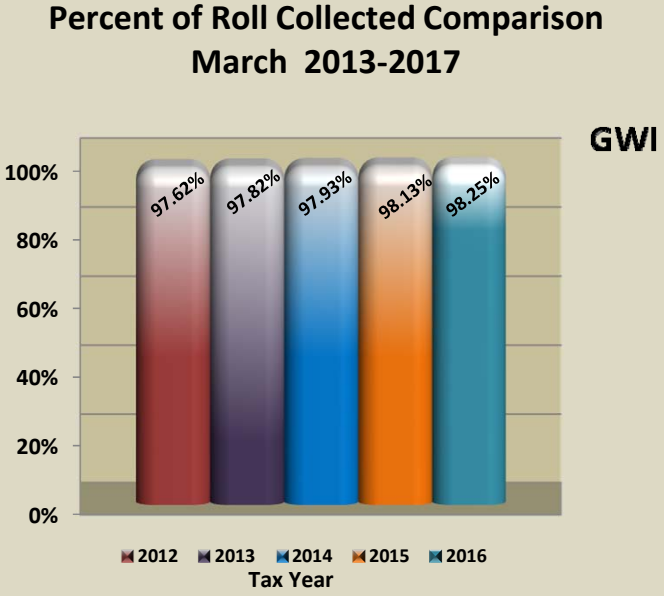
Williamson County RFM	Tax Roll	Adjustments	Adjusted Tax Roll	Current Tax Collected	Penalty & Interest Collected	Variance	Uncollected Balance	YTD Collected	YTD Percent Collected	YTD Percent Collected w/P & I	YTD Percent Collected w/P & I & Prior Years
2016	$20,562,004.13	$45,351.89	$20,607,356.02	$167,803.29	$8,945.98	$0.41	$354,147.25	$20,253,208.77	98.28%	98.40%	98.88%
2015 & Prior	$172,606.65	($28,296.29)	$144,310.36	($260.10)	$968.44	$2,673.67	$120,924.82	$23,385.54	16.21%	23.74%	
Rollbacks	$37,565.88	$30,678.93	$68,244.81	$5,325.40	$361.03	$158.18	$3,674.60	$64,570.21	94.62%	95.23%	
Total All	$20,772,176.66	$47,734.53	$20,819,911.19	$172,868.59	$10,275.45	$2,832.26	$478,746.67	$20,341,164.52	97.70%	97.87%	

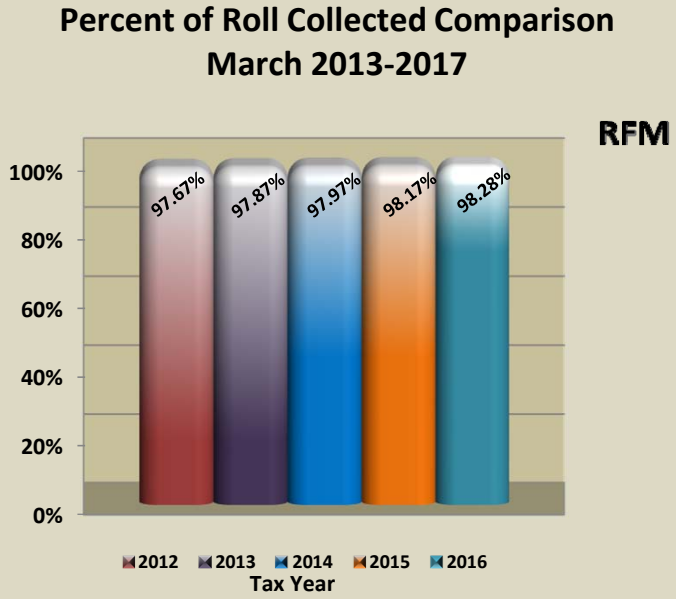
2016 COMBINED MONTHLY BREAKDOWN

Oct-16	$249,510,796.33	$174,087.04	$249,684,883.37	$9,479,071.82	$21,239.64	$1,658.11	$240,204,153.44	$9,480,729.93
Nov-16	$249,684,883.37	$633,585.03	$250,318,468.40	$10,270,321.69	$30,038.80	$4,805.07	$230,562,611.71	$19,755,856.69
Dec-16	$250,318,468.40	($278,681.38)	$250,039,787.02	$132,850,048.98	$23,630.70	$593.98	$97,433,287.37	$152,606,499.65
Jan-17	$250,039,787.02	$148,420.90	$250,188,207.92	$85,802,448.75	$29,213.62	$289.79	$11,778,969.73	$238,409,238.19
Feb-17	$250,188,207.92	($46,669.47)	$250,141,538.45	$3,563,898.84	$196,390.69	($30,865.31)	$8,199,266.73	$241,942,271.72
Mar-17	$250,141,538.45	($88,426.37)	$250,053,112.08	$2,110,181.72	$123,515.82	$37,185.40	$5,963,473.24	$244,089,638.84


Year to Date Collection Report
October 1, 2016 - March 31, 2017
YTD Collected
YTD Uncollected
GWI
98.25%
1.75%


Year to Date Collection Report
October 1, 2016 - March 31, 2017
YTD Collected
YTD Uncollected
RFM
98.28%
1.72%


Percent of Roll Collected Comparison
March 2013-2017
GWI
100%
80%
60%
40%
20%
0%
97.62%
97.82%
97.93%
98.13%
98.25%
2012
2013
2014
2015
2016
Tax Year


Percent of Roll Collected Comparison
March 2013-2017
RFM
100%
80%
60%
40%
20%
0%
97.67%
97.87%
97.97%
98.17%
98.28%
2012
2013
2014
2015
2016
Tax Year

Commissioners Court - Regular Session **10.**

Meeting Date: 04/25/2017

Property Tax Refunds – Over 2500 – March 2017

Submitted For: Larry Gaddes

Submitted By: Sandra Surratt, County Tax Assessor Collector

Department: County Tax Assessor Collector

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving property tax refunds over $2,500.00 for the month of March 2017 for the Williamson County Tax Assessor/Collector.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

030117-033117 Refunds Over 2500

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	04/18/2017 02:16 PM
Form Started By: Sandra Surratt		Started On: 04/18/2017 02:08 PM
Final Approval Date: 04/18/2017		

WILLIAMSON COUNTY
1848

Larry Gaddes PCAC, C T A
Tax Assessor/Collector

Date: April 13, 2017

To: Members of the Commissioners Court

From: Larry Gaddes PCAC, CTA

Subject: Property Tax Refunds

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

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

Thank you.

Main Office and Mailing Address:
904 South Main Street
Georgetown, Texas 78626
Motor Vehicle Telephone: 512.943.1602
Property Tax Telephone: 512.943.1603
www.wilco.org/tax

Annex Locations:

1801 E. Old Settler's Blvd., Ste 115
Round Rock, Texas 78664
Telephone: 512.244.8644

350 Discovery Blvd., Ste. 101
Cedar Park, Texas 78613
Telephone: 512.260.4290

412 Vance St., Ste. 1
Taylor, Texas 76574
Telephone: 512.352.4140

Property Tax
Account QuickReport
As of March 31, 2017

Date	Num	Name	Memo	Amount
Refunds Payable - Taxpayers				
03/07/2017	61038	ZENAIDA C LIN	R379397 - Double payment	-5,982.01
03/07/2017	61039	WILLIAMSON COUNTY TAX OFFICE	R514636 - Overpayment - Pay back	-3,516.81
03/07/2017	61040	YOUNG C KIM OR HOWARD S MARTIN	Multiple Accounts - Double payments	-8,477.16
03/07/2017	61053	CRAIG FONTAINE	R413204 - Overpayment	-5,480.16
03/07/2017	61054	CORELOGIC REAL ESTATE TAX SERVICE	Multiple Accounts - Double payments	-603,285.54
03/08/2017	61058	WILLIAMSON COUNTY TAX OFFICE	R525842 - Overpayment - Pay back	-8,590.16
03/08/2017	61061	TIMOTHY W OR VIRGINIA T SCOTT	Multiple Accounts - Double payments	-7,646.08
03/08/2017	61062	SHELLPOINT MORTGAGE SERVICING	Multiple Accounts - Double payments	-11,427.87
03/08/2017	61083	CORELOGIC REAL ESTATE TAX SERVICE	Multiple Accounts - Double payments	-39,508.76
03/08/2017	61085	CALATLANTIC HOMES OF TEXAS, INC	Multiple Accounts - Double payments	-24,752.32
03/08/2017	61086	CENTURY COMMUNITIES, INC	Multiple Accounts - Double payments	-98,185.37
03/08/2017	61087	SHORT STOP	R031944 - Double payment	-3,854.06
03/08/2017	61093	TAYLOR MORRISON OF TEXAS, INC	Multiple Acccounts - Double payments	-5,410.78
03/08/2017	61098	MATTHEW OR SORAYA POURRAJABI	R078581 - Double payment	-4,202.14
03/08/2017	61104	GIDDENS DEVELOPMENT INC	R542122 - Double payment	-3,876.19
03/08/2017	61115	NICK ORAND	R424908 - Double payment	-4,069.50
03/08/2017	61117	SCOTT FELDER HOMES LLC	Multiple Accounts - Overpayments	-3,734.57
03/08/2017	61119	NOVAK BROTHERS TEXAS BROWNSTONES LLC	R509085 - Overpayment	-7,382.96
03/08/2017	61129	NEFF RENTAL LLC	P377493 - Overpayment	-9,351.58
03/08/2017	61132	SATOMI DEGAMI	R074136 - Double payment	-6,935.05
03/08/2017	61137	GLENN A RADCLIFFE	R358807 - Double payment	-2,622.96
03/08/2017	61142	VICTOR OR EDUARDA NUNES	R467670 - Double payment	-4,329.57
03/08/2017	61145	NNP - TERAVISTA LLC	Multiple Accounts - Double payments	-15,896.38
03/08/2017	61151	7 ELEVEN INC	Multiple Accounts - Overpayments	-18,117.21
03/08/2017	61153	CRAIG FONTAINE	R441897 - Overpayment	-2,659.91
03/08/2017	61154	NASH RANCHO HILLS LLC	Multiple Accounts - Double payments	-21,105.57
03/08/2017	61158	TEXAS TACO CABANA LP	R335993 - Double payment	-23,494.05
03/09/2017	61162	CRAIG FONTAINE	R432571 - Overpayment	-3,718.49
03/09/2017	61164	TORCHY'S TACOS	P474521 - Double payment	-3,821.77
03/09/2017	61165	BETTY STIPP	R380087 - Double payment	-3,291.18
03/09/2017	61173	SITTERLE HOMES - AUSTIN, LLC	Multiple Accounts - Double payments	-3,427.08
03/09/2017	61184	LONE STAR BEAN LLC	R335991 - Double payment	-15,544.75
03/09/2017	61192	PACESETTER HOMES, LLC	Multiple Accounts - Double payments	-7,204.26
03/09/2017	61196	LENNAR HOMES OF TEXAS, LAND & CONST LTD.	Multiple Accounts - Double payments	-3,027.86
03/09/2017	61199	AUSTIN SONICS LTD	Multiple Accounts - Overpayments	-5,340.70
03/14/2017	61630	RICK AMENDE	R034968 - Double payment	-3,923.81
03/16/2017	61643	THE WEEKLEY GROUP OF COMPANIES	Multiple Accounts - Double payments	-5,773.79
03/16/2017	61645	ADVANCE AUTO PARTS	P450763 - Double payment	-10,169.66
03/16/2017	61650	HB TWIN CREEK II LLC	R417071 - Overpayment	-6,294.55
03/16/2017	61653	PULTE HOMES OF TEXAS LP	Multiple Accounts - Over & Double payments	-10,934.26
03/16/2017	61656	TRIPLE S FUELS	P343967 - Double payment	-3,072.40
03/31/2017	61732	3707 BUFFALO SPRINGS APARTMENTS LP	Multiple Accounts - Escrow Refund	-7,971.20
03/31/2017	61738	PHILIP J GUARINO	R339628 - Refund Escrow	-3,810.36
Total Refunds Payable - Taxpayers				-1,051,220.84
TOTAL				**-1,051,220.84**

Commissioners Court - Regular Session **11.**

Meeting Date: 04/25/2017

Justice of the Peace 4 MARCH 2017 Monthly Report

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

Department: J.P. Pct. #4

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 4, March 2017 Monthly Report in compliance with Code of Crim. Proc. § 103.005.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

JP4 EOM MAR 2017

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	04/20/2017 10:04 AM
Form Started By: Veronica Bolander		Started On: 04/20/2017 09:10 AM
Final Approval Date: 04/20/2017		

IN COMPLIANCE WITH ARTICLE 103
CODE OF CRIMINAL PROCEDURE

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

Before me, the undersigned authority, on this day personally appeared Judy Schier Hobbs, Justice of the Peace, Precinct 4, Williamson County, who, on her oath, stated that the attached report of money collected is a true and correct report for the month of March, 2017.

JUDY SCHIER HOBBS
JUSTICE OF THE PEACE
PRECINCT FOUR

10th **day of** April, 2017 **to certify which witness my hand and seal of office.**

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

NOTARY PUBLIC in and for the State of Texas

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

Payment Register: Summary Section
Williamson County Justice of the Peace, Pct. 4
By Date 03/01/2017-03/31/2017

Date Printed: 4/10/2017
Time Printed: 12:05:31PM

FEE CODE	FEE DESC	ITEMS	TOT PAID	TOT MONEY	CASH	CHECKS	MO	HB 2398	CC	JT	CSR	OTHER	GL CODE
ABSTRACT	ABSTRACT OF JUDGMENT	2	10.00	10.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
COPIES	COPIES	2	10.50	10.50	5.25	0.00	0.00	0.00	5.25	0.00	0.00	0.00	0100-0000-341804
EVICTION	EVICTION FILING FEE	41	1,025.00	1,025.00	25.00	425.00	0.00	0.00	575.00	0.00	0.00	0.00	0100-0000-341804
INDIGENT	CIVIL INDIGENT FEE	120	696.00	696.00	24.00	522.00	0.00	0.00	150.00	0.00	0.00	0.00	0399-0000-208822
SERVE 4	CONSTABLE PRECINCT 4 SEF	68	4,480.00	4,480.00	140.00	2,100.00	0.00	0.00	2,240.00	0.00	0.00	0.00	0100-0000-341904
SMALLCLAM	SMALL CLAIMS FILING FEE	6	150.00	150.00	25.00	125.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
WRIT POSS	WRIT OF POSSESSION	6	30.00	30.00	0.00	20.00	0.00	0.00	10.00	0.00	0.00	0.00	0100-0000-341804
WRIT REEN	WRIT OF RE-ENTRY	1	5.00	5.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	0100-0000-341804
WSERVE 4	CONSTABLE PRECINCT 4 - W	7	1,050.00	1,050.00	0.00	600.00	0.00	0.00	450.00	0.00	0.00	0.00	0100-0000-341904

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

FEE CODE	FEE DESC	ITEMS	TOT PAID	TOT MONEY	CASH	CHECKS	MO	HB2398	CC	JAIL TIME	CSR	OTHER	GL CODE
AUTOPSY	COPIES OF AUTOPSIES	4	10.00	10.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
CERTCOPIE	CERTIFIED COPIES	6	12.00	12.00	6.00	0.00	0.00	0.00	6.00	0.00	0.00	0.00	0100-0000-341804
DEBTCLAIM	DEBTCLAIM	69	1,625.00	1,625.00	0.00	1,625.00	0.00	0.00	0.00	0.00	0.00	0.00	0100.0000.341804
DTO	DUE TO OTHERS	1	748.00	748.00	0.00	748.00	0.00	0.00	0.00	0.00	0.00	0.00	01-0100-0000-20700
EF	E-FILING STATE FEE	120	1,160.00	1,160.00	40.00	870.00	0.00	0.00	250.00	0.00	0.00	0.00	01-0399-0000-20802
OCC LICENSI	OCCUPATIONAL LICENSI	4	100.00	100.00	50.00	0.00	0.00	0.00	50.00	0.00	0.00	0.00	0100.0000.341804
TCF	TRUANT CONDUCT FEE	16	600.00	600.00	250.00	0.00	0.00	0.00	350.00	0.00	0.00	0.00	01-0369-0000-34191
TRUANCY CO	TRUANCY CONTEMPT FI	2	100.00	100.00	0.00	0.00	0.00	0.00	100.00	0.00	0.00	0.00	0100-0000-351304
WRIT GARN	WRIT OF GARNISHMENT	1	5.00	5.00	0.00	5.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804

TOTALS SUMMARY	476	11,816.50	11,816.50	565.25	7,060.00	0.00	0.00	4,191.25	$0.00	0.00	0.00

Direct Deposit	$0.00				**HB2398**	$0.00	
Cash	$565.25				**CSR Credit**	$0.00	**Post for Refund** $0.00
Checks	$7,060.00				**Jail Credit**	$0.00	**Over Payments** $0.00
Money Orders	$0.00						
Credit Cards :	$4,191.25	**Escrow Payments**	$0.00	**Transaction Fee** $0.00	**Non-Monetary**	$0.00	

TOTAL CURRENCY	$11,816.50	ESCROW PAID	$0.00	TRAN. FEES	$0.00	TOTAL	$0.00	TOTAL PAID	$0.00

Detailed report has been sent to Auditor's Office.

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

Payment Register: GL Code Recap
Williamson County Justice of the Peace, Pct. 4
By Date 03/01/2017-03/31/2017

Date Printed: 4/10/2017
Time Printed: 12:05:31PM

GL CODE	GL CODE DESCRIPTION	CURRENCY	CREDIT CARD	OTHERS	DIRECT DEPOSIT	HB 2398	TOTALS
0100-0000-341804		656.25	601.25	0.00	0.00	0.00	1,257.50
0100-0000-341904		2,840.00	2,690.00	0.00	0.00	0.00	5,530.00
0100-0000-351304		0.00	100.00	0.00	0.00	0.00	100.00
0100.0000.341804		1,675.00	50.00	0.00	0.00	0.00	1,725.00
0399-0000-208822		546.00	150.00	0.00	0.00	0.00	696.00
01-0399-0000-208022	E-FILING STATE FEE FOR CIVIL	910.00	250.00	0.00	0.00	0.00	1,160.00
01-0100-0000-207009	DUE TO OTHERS	748.00	0.00	0.00	0.00	0.00	748.00
01-0369-0000-341917	TRUANT CONDUCT FEE	250.00	350.00	0.00	0.00	0.00	600.00
TOTALS :		7,625.25	4,191.25	0.00	0.00	0.00	11,816.50

Detailed report has been sent to Auditor's Office.

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

Payment Register: Summary Section
Williamson County Justice of the Peace, Pct. 4
By Date 03/01/2017-03/31/2017

Date Printed: 4/10/2017
Time Printed: 11:58:06AM

FEE CODE	FEE DESC	ITEMS	TOT PAID	TOT MONEY	CASH	CHECKS	MO	HB 2398	CC	JT	CSR	OTHER	GL CODE
AFC4	CONTABLE ARREST FEE PCT	1	5.00	5.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	0100-0000-341914
AFCAF	COUNTY ARREST FEE	162	639.17	639.17	104.01	0.00	82.08	0.00	453.08	0.00	0.00	0.00	0100-0000-341804
AFDPS	DPS ARREST FEE	165	703.34	701.29	114.70	0.00	89.27	0.00	497.32	2.05	0.00	0.00	0399-0000-208400
AFPWA	PARKS & WILDLIFE ARREST	25	120.00	120.00	28.45	0.00	0.00	0.00	91.55	0.00	0.00	0.00	0399-0000-208400
CAF	COUNTY ARREST FEE	5	24.10	24.10	15.00	0.00	0.00	0.00	9.10	0.00	0.00	0.00	0100-0000-341804
CJP	CRIMINAL JUSTICE PLANNIN	1	4.10	4.10	0.00	0.00	0.00	0.00	4.10	0.00	0.00	0.00	0399-0000-208100
CS	CHILD SAFETY	15	229.02	229.02	91.00	0.00	0.00	0.00	138.02	0.00	0.00	0.00	0100-0000-341804
CVC	CRIME VICTIMS FUND	10	144.60	144.60	15.00	0.00	0.00	0.00	129.60	0.00	0.00	0.00	0399-0000-208300
DIS	DISMISSAL FEE	23	210.00	210.00	70.00	0.00	30.00	0.00	110.00	0.00	0.00	0.00	0100-0000-341804
DLQ	DELINQUENT COLLECTIONS	71	7,472.90	7,289.90	1,090.48	0.00	1,366.38	0.00	4,833.04	0.00	183.00	0.00	01.0100.0000.20701
DPS	DPS ARREST FEE	2	10.00	10.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0399-0000-208400
DSC	DEFENSIVE DRIVING	37	337.98	337.98	49.50	0.00	168.30	0.00	120.18	0.00	0.00	0.00	0100-0000-341804
FINE	FINE	605	70,630.66	69,498.66	11,943.57	0.00	6,487.70	0.00	51,067.39	632.00	500.00	0.00	0100-0000-351304
GR	GENERAL REVENUE	1	2.05	2.05	0.00	0.00	0.00	0.00	2.05	0.00	0.00	0.00	0399-0000-208250
JCPT	JUDICIAL COURT PERSONNE	5	9.64	9.64	2.00	0.00	0.00	0.00	7.64	0.00	0.00	0.00	0399-0000-208500
PWF	PARKS AND WILDLIFE FINE	25	3,570.50	3,570.50	680.00	0.00	128.00	0.00	2,762.50	0.00	0.00	0.00	0100-0000-209600
TFC	TRAFFIC	210	522.48	521.25	75.20	0.00	84.77	0.00	361.28	1.23	0.00	0.00	0100-0000-341804

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

Detailed report has been sent to Auditor's Office.

FEE CODE	FEE DESC	ITEMS	TOT PAID	TOT MONEY	CASH	CHECKS	MO	HB2398	CC	JAIL TIME	CSR	OTHER	GL CODE
ABSTRACT	ABSTRACT OF JUDGMEN	2	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
AFC4.	CONTABLE ARREST FEE	3	11.61	11.61	0.00	0.00	0.00	0.00	11.61	0.00	0.00	0.00	0100-0000-341914
AFHPD	HUTTO POLICE DEPARTM	2	10.00	10.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
BOND	CASH BOND	1	360.00	360.00	360.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	01-0100-0000-20700
C1W.	CONSTABLE 1 WARRANT	12	463.10	463.10	0.00	0.00	0.00	0.00	463.10	0.00	0.00	0.00	0100-0000-341911
C3W.	CONSTABLE 3 WARRANT	6	183.50	183.50	0.00	0.00	150.00	0.00	33.50	0.00	0.00	0.00	0100-0000-341913
C4W	CONSTABLE 4 WARRANT	3	140.96	140.96	0.00	0.00	0.00	0.00	140.96	0.00	0.00	0.00	0100-0000-341914
C4W.	CONSTABLE 4 WARRANT	101	3,746.13	3,746.13	674.61	0.00	539.36	0.00	2,532.16	0.00	0.00	0.00	0100-0000-341914
CCC	CONSOLIDATED COURT (	441	14,241.60	14,185.20	2,641.49	0.00	1,693.99	0.00	9,849.72	16.40	40.00	0.00	0399-0000-208160
CHS	COURTHOUSE SECURITY	439	1,077.40	1,073.17	199.73	0.00	124.05	0.00	749.39	1.23	3.00	0.00	0360-0000-341150
CHS2	COURTHOUSE SECURITY	2	0.56	0.56	0.00	0.00	0.08	0.00	0.48	0.00	0.00	0.00	0361-0000-341154
CHS2A	COURTHOUSE SECURITY	428	349.74	348.33	65.57	0.00	41.27	0.00	241.49	0.41	1.00	0.00	0361-0000-341154
CMI	CORRECTIONAL MANAG	3	1.41	1.41	0.00	0.00	0.00	0.00	1.41	0.00	0.00	0.00	0399-0000-208730
COM	COMMITMENT	29	98.37	96.32	27.70	0.00	29.45	0.00	39.17	2.05	0.00	0.00	0100-0000-341804
COPIES	COPIES	1	1.00	1.00	1.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
CSF	CHILD SAFETY FUND	3	38.50	38.50	9.00	0.00	0.00	0.00	29.50	0.00	0.00	0.00	0365.0000.341161
CWF	WILLIAMSON COUNTY W	28	1,203.42	1,137.92	139.74	0.00	53.96	0.00	944.22	15.50	50.00	0.00	0100-0000-341804
FA	FUGITIVE APPREHENSIOI	9	44.10	44.10	5.00	0.00	0.00	0.00	39.10	0.00	0.00	0.00	0399-0000-208170
GWF	GRANGER POLICE DEPAF	1	18.56	18.56	18.56	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
HWF	HUTTO POLICE DEPARTM	4	50.00	43.88	0.00	0.00	43.88	0.00	0.00	6.12	0.00	0.00	0100-0000-341804
IDF	INDIGENT DEFENSE FEE	425	694.75	691.93	131.15	0.00	82.53	0.00	478.25	0.82	2.00	0.00	0399.0000.208703
JCD	JUVENILE CRIME & DELI	9	2.91	2.91	0.25	0.00	0.00	0.00	2.66	0.00	0.00	0.00	0399-0000-208180
JCM	JUVENILE CASE MANAGI	400	1,632.17	1,630.67	327.86	0.00	196.90	0.00	1,105.91	1.50	0.00	0.00	0103690000370000
JCP	JUDICIAL COURT PERSOI	5	4.82	4.82	0.00	0.00	0.00	0.00	4.82	0.00	0.00	0.00	0399-0000-208500
JCTF	JUSTICE COURT TECHNO	433	1,412.52	1,406.88	262.29	0.00	165.39	0.00	979.20	1.64	4.00	0.00	0372-0000-341144
JRF	STATE JURY REIMBURSE	430	1,401.24	1,395.60	262.29	0.00	165.39	0.00	967.92	1.64	4.00	0.00	0399-0000-208235
JSF	JUDICIAL SUPPORT FEE	430	2,096.01	2,087.55	393.43	0.00	247.94	0.00	1,446.18	2.46	6.00	0.00	0399-0000-208352
LEO	LEO	1	2.87	2.87	0.00	0.00	0.00	0.00	2.87	0.00	0.00	0.00	0399-0000-208200
MISC REV	MISCELLANIOUS REVENI	2	1.40	1.40	0.90	0.00	0.50	0.00	0.00	0.00	0.00	0.00	0100-0000-370500
MV	STATE CIVIL JUSTICE DA	212	17.97	17.97	2.97	0.00	2.73	0.00	12.27	0.00	0.00	0.00	0399-0000-208415
OCL	OPERATORS & CHAUFFE	1	62.26	62.26	0.00	0.00	0.00	0.00	62.26	0.00	0.00	0.00	0399-0000-208600
OGW	OVER GROSS WEIGHT	3	298.00	298.00	0.00	0.00	0.00	0.00	298.00	0.00	0.00	0.00	0399-0000-208850
REL	RELEASE	29	98.37	96.32	27.70	0.00	29.45	0.00	39.17	2.05	0.00	0.00	0100-0000-341804
SPF	SPECIAL PROCESSING FE	22	4,650.00	4,650.00	513.15	0.00	0.00	0.00	4,136.85	0.00	0.00	0.00	0100-0000-341804
STF	STATE TRAFFIC FEE	210	5,224.76	5,212.46	751.94	0.00	847.67	0.00	3,612.85	12.30	0.00	0.00	0399-0000-208425
SUB	SUBPOENA FEE	36	88.77	88.77	5.00	0.00	0.00	0.00	83.77	0.00	0.00	0.00	0100-0000-341914
SUM	SUMMONS FEE	58	196.47	196.47	49.30	0.00	5.00	0.00	142.17	0.00	0.00	0.00	0100-0000-341914
TP	TIME PAYMENT	122	2,358.90	2,333.90	458.66	0.00	262.90	0.00	1,612.34	0.00	25.00	0.00	0399-0000-208860
TPDF	TRUANCY PREVENTION ,	350	579.93	579.33	121.41	0.00	60.75	0.00	397.17	0.60	0.00	0.00	01-0399-0000-20803
TWF	TAYLOR POLICE DEPART	1	30.00	30.00	30.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804

Detailed report has been sent to Auditor's Office.

FEE CODE	FEE DESC	ITEMS	TOT PAID	TOT MONEY	CASH	CHECKS	MO	HB2398	CC	JAIL TIME	CSR	OTHER	GL CODE
TWFIN	TOLLWAY ADMINISTRAT	14	796.26	796.26	202.40	0.00	304.20	0.00	289.66	0.00	0.00	0.00	0100-0000-207027

TOTALS SUMMARY	6074	128,325.88	126,807.88	21,972.01	0.00	13,483.89	0.00	91,351.98	$700.00	818.00	0.00

Direct Deposit	$0.00				**HB2398**	$0.00	
Cash	$21,972.01				**CSR Credit**	$818.00	**Post for Refund** $0.00
Checks	$0.00				**Jail Credit**	$700.00	
Money Orders	$13,483.89						**Over Payments** $0.00
Credit Cards :	$91,351.98	**Escrow Payments**	$0.00	**Transaction Fee**	$0.00	**Non-Monetary** $0.00	
TOTAL CURRENCY	$126,807.88	**ESCROW PAID**	$0.00	**TRAN. FEES**	$0.00	**TOTAL** $1,518.00	**TOTAL PAID** $0.00

Detailed report has been sent to Auditor's Office.

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

Payment Register: GL Code Recap
Williamson County Justice of the Peace, Pct. 4
By Date 03/01/2017-03/31/2017

Date Printed: 4/10/2017
Time Printed: 11:58:06AM

GL CODE	GL CODE DESCRIPTION	CURRENCY	CREDIT CARD	OTHERS	DIRECT DEPOSIT	HB 2398	TOTALS
01-0100-0000-207008		360.00	0.00	0.00	0.00	0.00	360.00
0100-0000-209600		808.00	2,762.50	0.00	0.00	0.00	3,570.50
0100-0000-341804		1,694.45	6,351.07	76.95	0.00	0.00	8,122.47
0100-0000-341904		0.00	5.00	0.00	0.00	0.00	5.00
0100-0000-341911		0.00	463.10	0.00	0.00	0.00	463.10
0100-0000-341913		150.00	33.50	0.00	0.00	0.00	183.50
0100-0000-341914		1,273.27	2,910.67	0.00	0.00	0.00	4,183.94
0100-0000-351304		18,431.27	51,067.39	1,132.00	0.00	0.00	70,630.66
0100-0000-370500		1.40	0.00	0.00	0.00	0.00	1.40
0360-0000-341150		323.78	749.39	4.23	0.00	0.00	1,077.40
0361-0000-341154		106.92	241.97	1.41	0.00	0.00	350.30
0365.0000.341161		9.00	29.50	0.00	0.00	0.00	38.50
0372-0000-341144		427.68	979.20	5.64	0.00	0.00	1,412.52
0399-0000-208100		0.00	4.10	0.00	0.00	0.00	4.10
0399-0000-208160		4,335.48	9,849.72	56.40	0.00	0.00	14,241.60
0399-0000-208170		5.00	39.10	0.00	0.00	0.00	44.10
0399-0000-208180		0.25	2.66	0.00	0.00	0.00	2.91
0399-0000-208200		0.00	2.87	0.00	0.00	0.00	2.87
0399-0000-208235		427.68	967.92	5.64	0.00	0.00	1,401.24
0399-0000-208250		0.00	2.05	0.00	0.00	0.00	2.05
0399-0000-208300		15.00	129.60	0.00	0.00	0.00	144.60
0399-0000-208352		641.37	1,446.18	8.46	0.00	0.00	2,096.01
0399-0000-208400		232.42	598.87	2.05	0.00	0.00	833.34
0399-0000-208425		1,599.61	3,612.85	12.30	0.00	0.00	5,224.76
0399-0000-208500		2.00	12.46	0.00	0.00	0.00	14.46
0399-0000-208600		0.00	62.26	0.00	0.00	0.00	62.26
0399-0000-208730		0.00	1.41	0.00	0.00	0.00	1.41
0399-0000-208850		0.00	298.00	0.00	0.00	0.00	298.00
0399-0000-208860		721.56	1,612.34	25.00	0.00	0.00	2,358.90
0399.0000.208703		213.68	478.25	2.82	0.00	0.00	694.75
0399-0000-208415		5.70	12.27	0.00	0.00	0.00	17.97
0100-0000-207027		506.60	289.66	0.00	0.00	0.00	796.26
01.0100.0000.207017	DLQ FEE	2,456.86	4,833.04	183.00	0.00	0.00	7,472.90
0103690000370000	JUVENILE CASE MANAGER FUND	524.76	1,105.91	1.50	0.00	0.00	1,632.17
01-0399-0000-208034	TRUANCY PREVENTION AND DIVEI	182.16	397.17	0.60	0.00	0.00	579.93
TOTALS :		35,455.90	91,351.98	1,518.00	0.00	0.00	128,325.88

Detailed report has been sent to Auditor's Office.

Commissioners Court - Regular Session **12.**

Meeting Date: 04/25/2017

Balcones Supplemental WA 1 SOTC Geotech

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

Department: Unified Road System

Agenda Category: Consent

Information

Agenda Item

Receive and acknowledge Supplemental Work Authorization No. 1 under Williamson County Contract between Balcones Geotechnical PLLC and Williamson County dated December 3, 2015 for Geotechnical Engineering Services for Williamson County Sheriff's Office Training Center. This supplemental is to extend the expiration date to February 1, 2018 only. The current Work Authorization dollar amount will remain the same.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Supplemental WA 1 -SOTC Geotech - Balcones

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	04/18/2017 02:16 PM
Form Started By: Sarah Ramos		Started On: 04/18/2017 11:54 AM
Final Approval Date: 04/18/2017		

SUPPLEMENTAL WORK AUTHORIZATION NO. 1
TO
WORK AUTHORIZATION NO. 1

WILLIAMSON COUNTY PROJECT: Geotechnical Engineering Services for Williamson County Sheriff's Office Training Center

This Supplemental Work Authorization No. 1 to Work Authorization No. 1 is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated **December 3, 2015** ("Contract") 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").

WHEREAS, the County and the Engineer executed Work Authorization No. 1 dated effective **December 21, 2015** (the "Work Authorization");

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

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

AGREEMENT

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

I. The Work Authorization shall terminate on **February 1, 2018.** The Services to be Provided by the Engineer shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The revised Work Schedule is attached hereto as Attachment "C" (must be attached).

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

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

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

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

EXECUTED this ____ day of _____, 20___.

ENGINEER:

By: John A Woolley
Signature

John A Woolley
Printed Name

Principal
Title

April 10, 2017
Date

COUNTY:

By: _____
Signature

Dan Gattis
Printed Name

County Judge
Title

_____
Date

LIST OF ATTACHMENTS

Attachment C - Work Schedule

Attachment C -Work Schedule

Anticipated work to be completed by February 2018.

Commissioners Court - Regular Session **13.**

Meeting Date: 04/25/2017

Contract Amendment No 1 for Geotechnical Engineering Services for Williamson County North Campus Facilities

Submitted For: Robert Daigh **Submitted By:** Vicky Edwards, Unified Road System

Department: Unified Road System

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on an Amendment No. 1 to Williamson County Contract for Geotechnical Engineering Services for Williamson County North Campus Facilities, being dated December 3, 2015, (the “Contract”) by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Balcones Geotechnical, PLLC (the "Engineer").

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Contract Amendment 1 - Geotech North Campus

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	04/19/2017 03:42 PM
County Judge Exec Asst.	Wendy Coco	04/20/2017 10:04 AM
URS (Originator)	Wendy Coco	04/21/2017 11:52 AM
Form Started By: Vicky Edwards		Started On: 04/19/2017 09:25 AM
Final Approval Date: 04/21/2017		

CONTRACT AMENDMENT NO. 1
TO
WILLIAMSON COUNTY CONTRACT FOR ENGINEERING SERVICES

WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT: Geotechnical Engineering Services for Williamson County North Campus Facilities ("Project")

THIS CONTRACT AMENDMENT NO. 1 to Williamson County Contract for Engineering Services is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Balcones Geotechnical, PLLC** (the "Engineer") and becomes effective as of the date of the last party's execution below.

WHEREAS, the County and the Engineer executed the Williamson County Contract for Engineering Services dated effective **December 3, 2015** (the "Contract");

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

WHEREAS, the "Compensation Cap" under Article 5 of the Contract limits the maximum amount payable under the Contract to **$ 65,000;** and,

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

WHEREAS, it has become necessary to amend the Contract.

AGREEMENT

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

I. The Compensation Cap under Article 5 of the Contract is hereby increased from **$65,000** to **$75,000.**

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

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

ENGINEER:

By: John A. Wooley
Signature

John A. Wooley
Printed Name

Principal
Title

April 13, 2017
Date

COUNTY:

By: _____
Signature

_____
Printed Name

_____
Title

_____
Date

SUPPLEMENTAL WORK AUTHORIZATION NO. 1
TO
WORK AUTHORIZATION NO. 1

WILLIAMSON COUNTY PROJECT: Geotechnical Engineering Services for Williamson County North Campus Facilities

This Supplemental Work Authorization No. 1 to Work Authorization No. 1 is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated **December 3, 2015** ("Contract") 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").

WHEREAS, the County and the Engineer executed Work Authorization No. 1 dated effective **December 21, 2015** (the "Work Authorization");

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

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

AGREEMENT

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

I. The Work Authorization shall terminate on **February 2, 2018.** The Services to be Provided by the Engineer shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The revised Work Schedule is attached hereto as Attachment "C".

II. The maximum amount payable for services under the Work Authorization is hereby increased from **$65,000** to **$75,000**. The revised Fee Schedule is attached hereto as Attachment "D".

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

County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

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

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

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

EXECUTED this ____ day of _____, 20___.

ENGINEER:

By: John Awooley
Signature

John A. Wooley
Printed Name

Principal
Title

April 13, 2017
Date

COUNTY:

By: _____
Signature

Dan Gattis
Printed Name

County Judge
Title

_____
Date

LIST OF ATTACHMENTS

Attachment C - Work Schedule

Attachment D - Fee Schedule

Attachment C -Work Schedule

Construction Phase Services

As requested, Balcones has provided limited construction phase services for the WILCO North Campus project. Because of unanticipated rock boulders encountered during excavation of the Wireless Communications Building and Vehicle Inspection Building additional site visits and response to RFIs have been necessary. In addition, the following services are still anticipated for the remainder of the project:

1. Attending necessary project meetings should geotechnical input be required,
2. Responding to RFIs that may be needed to clarify geotechnical recommendation implementation,
3. Perform at least one site visit during installation of foundations to observe actual conditions are in accordance with our geotechnical report, and
4. Be available to consult with the county should subsurface conditions require our input.

Anticipated work to be completed by February 2018.

Attachment D - Fee Schedule

FEE SCHEDULE FOR GEOTECHNICAL FIELD, LABORATORY AND ENGINEERING SERVICES

1.	**Field Investigation**		
1.1.	Mobilization and demobilization, per mobilization		
1.1.1	Drill truck, water truck, pickup, and crew	$	3.75/mile
1.1.2	All-terrain drill rig, pickup, and crew	$	6.00/mile
1.2.	All-terrain vehicle with drill rig (additional charge)	$	600.00/day
1.3.	Drilling and sampling		
1.3.1	Drilling and sampling with 3-inch, thin-walled tube sampler, continuous to 10.0 ft, 5.0-ft intervals thereafter	$	20.00/foot
1.3.2	Continuous drilling and sampling with 3-inch, thin-walled tube sampler or split-spoon sampler for environmental screening	$	32.00/foot
1.4.	Standard penetration tests	$	20.00/each
1.5.	TxDOT cone penetration tests	$	28.00/each
1.6.	Rock coring, NX or similar core barrel		
1.6.1	Drilling in soft rock (Austin Chalk, Eagle Ford Shale, etc.)	$	27.50/foot
1.6.2	Drilling in hard rock or cavitated rock (Edwards, Buda, Glen Rose, Georgetown, and Walnut Formations)	$	29.50/foot
1.7.	Wash or auger borings drilled and logged from cuttings:		
1.7.1	Soil	$	13.00/foot
1.7.2	Rock	$	19.00/foot
1.8.	Casing of boreholes	$	15.00/foot
1.9.	Hourly charges for boring layout, excessive time spent gaining access to boring locations, backfilling boreholes, cleaning up site, installing piezometers, and for other reasons beyond our control	$	185.00/hour
1.10.	Rental of concrete core drilling equipment or equipment to gain site access, or traffic control devices		Cost
1.11.	Materials for piezometers, grouting, etc.		Cost
1.12.	Surveying or other outside contractors		Cost
1.13.	Traffic control		Upon Request
1.14.	Per diem for out-of-town assignments, per person	$	125.00/night
1.15	High-pressure steam cleaner	$	400.00/day
1.16	OVA meter		Upon Request
1.17	Steel drums for drill cuttings (delivered)	$	75.00/each
1.18	Plugging boreholes with bentonite/concrete slurry	$	8.00/foot
1.19	Cone penetrometer testing	$	3,250.00/day
2.	**Laboratory Tests**		
2.1.	Natural water content and soil classification	$	15.00/each

2.2	Plastic and liquid limits	$	85.00/each
2.3.	Free swell test	$	85.00/each
2.4.	Pressure swell test	$	135.00/each
2.5.	Uniaxial pressure-strain test	$	60.00/each
2.6.	Sieve analysis (No. 4, 40, and 200 sieves)	$	65.00/each
2.7.	Percent material passing a single sieve	$	45.00/each
2.8.	Minus No. 200 sieve	$	45.00/each
2.9.	Hydrometer analysis	$	200.00/each
2.10.	Unit dry weight determination and natural water content	$	18.00/each
2.11.	Unconfined compression test, soil	$	65.00/each
2.12.	Unconfined compression test, rock	$	75.00/each
2.13.	Unconsolidated-undrained triaxial compression test	$	95.00/each
2.14.	Standard Proctor (ASTM D-698) compaction test	$	230.00/each
2.15.	Modified Proctor (ASTM D-1557) compaction test	$	230.00/each
2.16.	TxDOT (TEX-113-E) compaction test	$	240.00/each
2.17.	California Bearing Ratio (CBR)	$	275.00/point
2.19.	Consolidation test, 7-load increments	$	750.00/each
	Additional load increments	$	100.00/each
2.19.	Permeability of silt or clay	$	250.00/each
2.20.	Specific gravity	$	50.00/each
2.21.	Volumetric shrinkage	$	75.00/each
2.22	Chemical and analytical testing by outside laboratory		Cost

3. **Engineering and Technical Personnel**

3.1.	Senior Consultant/Project Principal	$	225.00/hour
3.2.	Senior Project Manager	$	180.00/hour
3.3.	Project Manager	$	170.00/hour
3.4	Project Engineer	$	135.00/hour
3.5	Project Geologist	$	95.00/hour
3.6	Laboratory Manager	$	95.00/hour
3.7.	Graduate Engineer	$	85.00/hour
3.8.	Senior Engineering Technician	$	75.00/hour
3.9.	Technician and Draftsperson	$	70.00/hour
3.10.	Word Processor	$	50.00/hour

4. **Report Reproduction and Miscellaneous**

4.1.	Outside services, printing, reproduction, etc.		Cost
4.2.	Outside technical assistance		Cost
4.3.	Transportation	$	0.55/mile

Commissioners Court - Regular Session **14.**

Meeting Date: 04/25/2017

Supplemental Work Authorization No 1 Geotechnical Engineering Services for Williamson County North Campus Facilities

Submitted For: Robert Daigh **Submitted By:** Vicky Edwards, Unified Road System

Department: Unified Road System

Agenda Category: Consent

Information

Agenda Item

Receive and acknowledge Supplemental Work Authorization No. 1 under Williamson County Contract between Balcones Geotechnical PLLC and Williamson County dated December 3, 2015 for Geotechnical Engineering Services for Williamson County North Campus Facilities. This supplemental is to extend the expiration date to February 2, 2018 and increase the maximum amount payable to $75,000.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Balcones Geotechnical Suppl WA No 1

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	04/19/2017 03:42 PM
County Judge Exec Asst.	Wendy Coco	04/20/2017 10:04 AM
Form Started By: Vicky Edwards		Started On: 04/19/2017 10:47 AM
Final Approval Date: 04/20/2017		

SUPPLEMENTAL WORK AUTHORIZATION NO. 1
TO
WORK AUTHORIZATION NO. 1

WILLIAMSON COUNTY PROJECT: Geotechnical Engineering Services for Williamson County North Campus Facilities

This Supplemental Work Authorization No. 1 to Work Authorization No. 1 is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated **December 3, 2015** ("Contract") 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").

WHEREAS, the County and the Engineer executed Work Authorization No. 1 dated effective **December 21, 2015** (the "Work Authorization");

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

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

AGREEMENT

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

I. The Work Authorization shall terminate on **February 2, 2018.** The Services to be Provided by the Engineer shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The revised Work Schedule is attached hereto as Attachment "C".

II. The maximum amount payable for services under the Work Authorization is hereby increased from **$65,000** to **$75,000**. The revised Fee Schedule is attached hereto as Attachment "D".

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

County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

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

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

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

EXECUTED this ____ day of _____, 20___.

ENGINEER:	**COUNTY:**
By: John Awooley	By: _____
Signature	Signature
John A. Wooley	Dan Gattis
Printed Name	Printed Name
Principal	County Judge
Title	Title
April 13, 2017	
Date	Date

LIST OF ATTACHMENTS

Attachment C - Work Schedule

Attachment D - Fee Schedule

Attachment C -Work Schedule

Construction Phase Services

As requested, Balcones has provided limited construction phase services for the WILCO North Campus project. Because of unanticipated rock boulders encountered during excavation of the Wireless Communications Building and Vehicle Inspection Building additional site visits and response to RFIs have been necessary. In addition, the following services are still anticipated for the remainder of the project:

1. Attending necessary project meetings should geotechnical input be required,
2. Responding to RFIs that may be needed to clarify geotechnical recommendation implementation,
3. Perform at least one site visit during installation of foundations to observe actual conditions are in accordance with our geotechnical report, and
4. Be available to consult with the county should subsurface conditions require our input.

Anticipated work to be completed by February 2018.

Attachment D - Fee Schedule

FEE SCHEDULE FOR GEOTECHNICAL FIELD, LABORATORY AND ENGINEERING SERVICES

1.	**Field Investigation**			
1.1.	Mobilization and demobilization, per mobilization			
1.1.1	Drill truck, water truck, pickup, and crew	$	3.75/mile
1.1.2	All-terrain drill rig, pickup, and crew	$	6.00/mile
1.2.	All-terrain vehicle with drill rig (additional charge)	$	600.00/day
1.3.	Drilling and sampling		
1.3.1	Drilling and sampling with 3-inch, thin-walled tube sampler, continuous to 10.0 ft, 5.0-ft intervals thereafter	$	20.00/foot
1.3.2	Continuous drilling and sampling with 3-inch, thin-walled tube sampler or split-spoon sampler for environmental screening	$	32.00/foot
1.4.	Standard penetration tests	$	20.00/each
1.5.	TxDOT cone penetration tests	$	28.00/each
1.6.	Rock coring, NX or similar core barrel		
1.6.1	Drilling in soft rock (Austin Chalk, Eagle Ford Shale, etc.)	$	27.50/foot
1.6.2	Drilling in hard rock or cavitated rock (Edwards, Buda, Glen Rose, Georgetown, and Walnut Formations)	$	29.50/foot
1.7.	Wash or auger borings drilled and logged from cuttings:		
1.7.1	Soil	$	13.00/foot
1.7.2	Rock	$	19.00/foot
1.8.	Casing of boreholes	$	15.00/foot
1.9.	Hourly charges for boring layout, excessive time spent gaining access to boring locations, backfilling boreholes, cleaning up site, installing piezometers, and for other reasons beyond our control	$	185.00/hour
1.10.	Rental of concrete core drilling equipment or equipment to gain site access, or traffic control devices		Cost
1.11.	Materials for piezometers, grouting, etc.		Cost
1.12.	Surveying or other outside contractors		Cost
1.13.	Traffic control		Upon Request
1.14.	Per diem for out-of-town assignments, per person	$	125.00/night
1.15.	High-pressure steam cleaner	$	400.00/day
1.16.	OVA meter		Upon Request
1.17.	Steel drums for drill cuttings (delivered)	$	75.00/each
1.18.	Plugging boreholes with bentonite/concrete slurry	$	8.00/foot
1.19.	Cone penetrometer testing	$	3,250.00/day
2.	**Laboratory Tests**		
2.1.	Natural water content and soil classification	$	15.00/each

2.2	Plastic and liquid limits	$	85.00/each
2.3.	Free swell test	$	85.00/each
2.4.	Pressure swell test	$	135.00/each
2.5.	Uniaxial pressure-strain test	$	60.00/each
2.6.	Sieve analysis (No. 4, 40, and 200 sieves)	$	65.00/each
2.7.	Percent material passing a single sieve	$	45.00/each
2.8.	Minus No. 200 sieve	$	45.00/each
2.9.	Hydrometer analysis	$	200.00/each
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2.12.	Unconfined compression test, rock	$	75.00/each
2.13.	Unconsolidated-undrained triaxial compression test	$	95.00/each
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	Additional load increments	$	100.00/each
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2.20.	Specific gravity	$	50.00/each
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3.3.	Project Manager	$	170.00/hour
3.4	Project Engineer	$	135.00/hour
3.5	Project Geologist	$	95.00/hour
3.6	Laboratory Manager	$	95.00/hour
3.7	Graduate Engineer	$	85.00/hour
3.8.	Senior Engineering Technician	$	75.00/hour
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4. **Report Reproduction and Miscellaneous**

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4.2.	Outside technical assistance		Cost
4.3.	Transportation	$	0.55/mile

Commissioners Court - Regular Session **15.**

Meeting Date: 04/25/2017

Discuss consider and take appropriate action on approval of the preliminary plat for the Hohman-San Gabriel Farms subdivision - Pct 4

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 Hohman-San Gabriel Farms subdivision - Pct 4.

Background

This is a small, rural, 3-lot subdivision located along the north side of CR 101 approximately one mile east of FM 1660. The applicable preliminary plat review fee has been paid.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Prelim Plat - Hohman-San Gabriel Farms

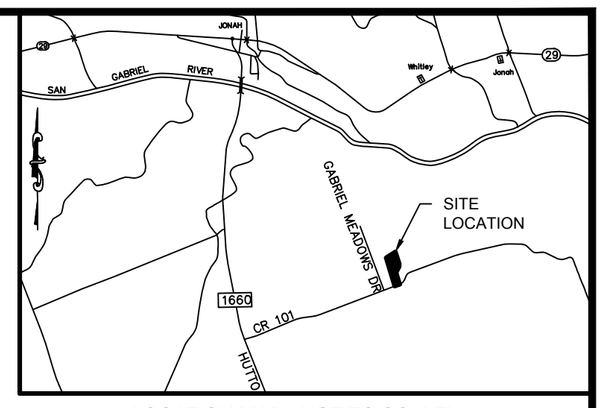
Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	04/17/2017 03:43 PM
Form Started By: Patrick Hughes		Started On: 04/17/2017 10:17 AM
Final Approval Date: 04/17/2017		

PRELIMINARY PLAT OF

HOHMAN - SAN GABRIEL FARMS SUBDIVISION

15.004 ACRES OUT OF THE J.P. WARNOCK SURVEY, A-12 & THE J. DYKES SURVEY, A-187
BEING THE REMAINDER PORTION OF 10.00 ACRES (DOCUMENT No. 2016012388 OPRWC)
AND ALL OF 5.25 ACRES (DOCUMENT No. 2016012389 OPRWC)



LOCATION MAP (NOT TO SCALE)

100 0 50 100 200

SCALE: 1"=100'

LOT 11, GABRIEL FARMS SECTION TWO
CABINET Q, SLIDE 369, PRWC AND CORRECTED IN
DOCUMENT NO. 1999063125 OPRWC

BRIAN P. WILSON AND WIFE, BERNISE E. WILSON
TO TIMOTHY R. KRUGER AND WIFE, SUSAN L. KRUGER
DOCUMENT NO. 2005024403 OPRWC
FILED: 4-04-2005

120 GABRIEL MEADOWS DR,
HUTTO, TEXAS 78634

N57°39'30"E 566.00'
354.15'
PASSING THE NWC OF 5.25 ACRES AT 277.07'
211.85'
189.81'
N27°04'56"W 362.27'
172.49'
L6
S17°55'38"E 628.64'
75' OSSF SETBACK
N09°03'02"E 213.01'
S17°57'09"E 636.71'
L7
L5
L4
7.1'
6.5'
9.1'
L3
L8
S28°13'25"W 345.52'
N16°45'46"W 1,509.77'
L2
L1
S17°57'45"E 637.73'
S17°57'45"E 623.11'
N16°45'46"W 554.54'
150' B.L. (PER RES.)
S69°05'59"W 358.28'
S69°05'59"W 272.67'
25' B.L.
10' P.U.E.
30.08'
223.05'
19.54'
44.6'
C1
BM-1
BM-2
POINT OF BEGINNING
EDGE OF PAVEMENT
EDGE OF PAVEMENT
APPROXIMATE LOCATION OF SURVEY LINE
PASSING THE SWC OF 5.25 ACRES AT 322.03'
COUNTY ROAD 101
ASPHALT

5.25 AC.
CORY A. HOHMAN
TO
CARLIN LEE HOHMAN
DOCUMENT NO. 2016012389 OPRWC
FILED: 2-16-2016

925 CR 101
HUTTO, TEXAS 78634

5.001 ACRES
(217,863 SQ. FT.)

5.002 ACRES
(217,884 SQ. FT.)

15.004 ACRES
(653,570 SQ. FT.)

5.001 ACRES
(217,823 SQ. FT.)

REMAINDER OF 10.00 AC.
CORY A. HOHMAN
TO
CARLIN LEE HOHMAN
DOCUMENT NO. 2016012388 OPRWC
FILED: 2-16-2016

925 CR 101
HUTTO, TEXAS 78634

10.00 AC.
CHRISTOPHER CHARLES TOWNSEND
AND WIFE, STEPHANIE K. TOWNSEND
TO
MICHAEL W. ECKERT AND WIFE,
CYNTHIA A. ECKERT
DOCUMENT NO. 9809893 ORWC
FILED: 3-02-1998

110 GABRIEL MEADOWS DR
HUTTO, TEXAS 78634-3222

10.69 AC.
PATRICK T. DAVIS AND WIFE, JENNIFER J. DAVIS
TO
DAVID L. CARSON AND WIFE, HELEN J. CARSON
DOCUMENT NO. 2000005316 OPRWC
FILED: 1-27-2000

1085 CR 101
HUTTO, TEXAS 78634-3221

5.00 AC.
ROBERT T. SMITH AND MARGUERITE TRUAX
TO
ANGELA SHANKS
DOCUMENT NO. 2016121492 OPRWC
FILED: 12-27-2016

1011 CR 101
HUTTO, TEXAS 78634

J.P. WARNOCK SURVEY, A-12

J. DYKES SURVEY, A-187

POND
HORSE BARN
COVERED AREA
COVERED CONCRETE
SEPTIC TANK
GARAGE
BREEZE WAY
SINGLE STORY HOUSE
LEACH FIELDS
CONCRETE
GREYWATER LINE
GRAVEL DRIVE
FP
BM-1
BM-2
644 650 652 654 658 660 662
620 626 630 634 640
616

LEGEND

- ● 1/2 INCH IRON ROD WITH CAP CAP STAMPED "CCC" FOUND
- ○ 5/8 INCH IRON ROD WITH YELLOW CAP STAMPED (CIVILCORP) SET
- A/C AIR CONDITIONER
- EM ELECTRIC METER
- GUY ANCHOR
- POWER POLE
- Ⓢ GREYWATER TANK
- WM WATER METER
- BARBED WIRE FENCE
- CHAIN LINK FENCE
- HOG WIRE FENCE
- OVERHEAD ELECTRIC

ABBREVIATIONS

B.L.	=	BUILDING LINE
B.M.	=	BENCHMARK
P.U.E.	=	PUBLIC UTILITY EASEMENT
RES.	=	RESTRICTIONS
OSSF	=	ON-SITE SEWER SYSTEM FACILITY
OPRWC	=	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD BEARING	CHORD DISTANCE
C1	10.52	1915.58	000°18'52"	5.26	N67°32'59"E	10.52

LINE TABLE

LINE	LENGTH	BEARING
L1	77.53	N10°21'55"E
L2	236.18	S37°05'21"W
L3	121.85	S17°57'09"E
L4	74.58	N72°02'51"E
L5	133.23	N17°57'09"W
L6	95.69	S62°02'05"W
L7	151.82	S00°13'04"W
L8	150.00	S28°13'25"W

OWNER: CARLIN LEE HOHMAN
925 CR 101
HUTTO, TEXAS 78634
512-431-6507
EMAIL

ACREAGE: 15.004 ACRES (653,574 SQ. FT.)
NUMBER OF LOTS: 3
NUMBER OF BLOCKS: 1
LINEAR FEET OF NEW STREET: NONE
SURVEY: J.P. WARNOCK SURVEY, A-12 & J. DYKES SURVEY, A-187
RE-SUBMITTAL DATE: APRIL 17, 2017

CivilCorp
ENGINEERS • SURVEYORS
116 E. MAIN STREET, ROUND ROCK, TEXAS 78664
TEL: (512) 828-0406 FAX: (512) 828-0429
TBPE REGESTRATION #F-10283 TBPLS REGISTRATION #10194152

L:\CIVILCORP_LLC\Survey\COUNTY\WILLIAMSON\HUTTO\J.P. WARNOCK SURVEY, A-12\17-6-0028\DWG\17-6-0028.dwg 4/17/2017 9:33 AM

PRELIMINARY PLAT OF

HOHMAN - SAN GABRIEL FARMS SUBDIVISION

15.004 ACRES OUT OF THE J.P. WARNOCK SURVEY, A-12 & THE J. DYKES SURVEY, A-187
BEING THE REMAINDER PORTION OF 10.00 ACRES (DOCUMENT NO. 2016012388 OPRWC)
AND ALL OF 5.25 ACRES (DOCUMENT NO. 2016012389 OPRWC)

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

That I, Carlin Lee Hohman, sole owner of the certain tract of land shown hereon and described in a deeds recorded in Document Nos. 2016012388 and 2016012389 of the Official Public 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 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 HOHMAN - SAN GABRIEL FARMS SUBDIVISION.

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

_____
Carlin Lee Hohman
owner
925 CR 101
Hutto, Texas 78634

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

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

Given under my hand and seal of the office on this the ____ day of _____, 2017.

_____
NOTARY PUBLIC in and for the State of Texas

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

That, JP Morgan Chase, Lien Holder of the certain tract of land shown hereon and described in deeds recorded in Document Nos. 2016012388 and 2016012389 of the Official Public Records of Williamson County, Texas, and do hereby state that there is a lien holder of the certain tract of land, and do hereby subdivide said tract as shown hereon, and do hereby consent to all plat note requirements shown hereon, and do hereby forever dedicate to the public the roads, alleys, rights-of-way, easements and public places shown hereon for such public purposes as Williamson County may deem appropriate, and do hereby state that all public roadways and easements as shown on this plat are free of liens. This subdivision is to be known as HOHMAN - SAN GABRIEL FARMS SUBDIVISION.

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

_____
JP Morgan Chase
P.O. Box 78420
Phoenix, Arizona 85062

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

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

Given under my hand and seal of the office on this the ____ day of _____, 2017.

_____
NOTARY PUBLIC in and for the State of Texas

FLOOD NOTE:
This tract is not located within the Edwards Aquifer Recharge Zone.

No lot in this subdivision is encroached by any special flood hazard area inundated by the 100 year flood as identified by the U.S. Federal Emergency Management Agency (F.E.M.A.) flood insurance rate map, community panel number 48491C0510E, effective date September 26, 2008, for Williamson County, Texas, and indicates that the subject tract lies within Zone "X" unshaded (areas determined to be outside the 0.2% annual chance floodplain).

That I, Leon E. Hoch, do hereby certify that the information contained on this plat complies with the subdivision ordinances adopted by Williamson County, Texas.

_____
Leon E. Hoch Date
Licensed Professional Engineer No. 82670

STATE OF TEXAS
LEON E. HOCH
82670
REGISTERED
PROFESSIONAL ENGINEER

SURVEYOR'S CERTIFICATION:
That I, Corey Joseph Hall, do hereby certify that I prepared this plat from an actual and accurate on-the-ground survey of the land and that the corner monuments shown thereon were properly placed under my personal supervision. The attached Metes and bounds description results in a satisfactory mathematical closure.

_____
Corey Joseph Hall Date
Registered Professional Land Surveyor 6362

STATE OF TEXAS
REGISTERED
COREY JOSEPH HALL
6362
PROFESSIONAL
LAND SURVEYOR

Road Name and 911 Addressing Approval:

Road name and address assignments verified this the ___ day of _____, 2017 A.D.

_____
Williamson County Addressing Coordinator

Based upon the above representations of the engineer or surveyor whose seal is affixed hereto, and after a review of the survey as represented by the said engineer or surveyor, I find that this blue line (survey) complies with the requirements of Edwards Aquifer Regulations for Williamson County and Williamson County On-Site Sewage Facility Regulations. This certification is made solely upon such representations and should not be relied upon for verifications of the facts alleged. The Williamson County and Cities Health District (WCCHD) and Williamson County disclaim any responsibility to any member of the public for independent verification of the representations, factual or otherwise, contained in this blue line (survey) and the documents associated with it.

_____ _____
Deborah L. Marlow, RS, OS0029596 Date
Director, Environmental Health Services, WCCHD

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

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

_____ _____
Dan A Gattis, County Judge Date
Williamson County, Texas

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

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

FIELD NOTES:

BEING A 15.004 ACRE (653,570 SQUARE FEET) TRACT OF LAND OUT OF THE J.P. WARNOCK SURVEY, ABSTRACT NO. 12 AND THE J. DYKES SURVEY, ABSTRACT NO. 187, LOCATED IN WILLIAMSON COUNTY, TEXAS, SAID 15.004 ACRE TRACT BEING THE REMAINDER OF A 10.00 ACRE TRACT CONVEYED IN A SPECIAL WARRANTY DEED FROM CORY A. HOHMAN TO CARLIN LEE HOHMAN, FILED FEBRUARY 16, 2016 AS RECORDED IN DOCUMENT NO. 2016012388 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (OPRWC), AND ALL OF A 5.25 ACRE TRACT CONVEYED IN A SPECIAL WARRANTY DEED FROM CORY A. HOHMAN TO CARLIN LEE HOHMAN, FILED FEBRUARY 16, 2016 AS RECORDED IN DOCUMENT NO. 2016012389 OPRWC, SAID 15.004 ACRE TRACT BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

BEGINNING, at a 1/2 inch diameter iron rod with cap stamped "CCC" found for the Southwest corner of the herein described tract, said iron rod being the Southwest corner of said 10.00 acre Hohman tract, the Southeast corner of a 10.00 acre tract of land conveyed from Christopher Charles Townsend and wife, Stephanie K. Townsend to Michael W. Eckert and wife, Cynthia A. Eckert, filed March 2, 1998 as recorded in Document No. 9809893 of the Official Records of Williamson County, Texas (ORWC), and being in the North line of County Road 101 from which a 1/2 inch diameter iron rod with cap stamped "CCC" found for the South corner of said Eckert tract bears South 69°05'59" West, a distance of 358.28 feet;

THENCE, North 16º45'46" West, with the East line of the said 10.00 acre Eckert tract and the West line of said 10.00 acre Hohman tract, a distance of 1,509.77 feet to a 1/2 inch diameter iron rod with cap stamped "CCC" found for the Northwest corner of the herein described tract, said iron rod being the Northwest corner of said 10.00 acre Hohman tract, the Northeast corner of said Eckert tract, and being in the Southeast line of Lot 11 of Gabriel Farms Section Two, as recorded in Cabinet Q, Slide 369 of the Plat Records of Williamson County, Texas and corrected in Document No 1999063125 OPRWC;

THENCE, North 57°39'30" East, with the South line of the said Lot 11 and the North line of said 10.00 acre Hohman tract, passing a 1/2 inch iron rod with a cap stamped "CCC" found for the Northeast corner of the said 10.00 acre tract and the Northwest corner of aforesaid 5.25 acre tract at a distance of 277.07 feet, and continuing with South line of said Lot 11 and the North line of said 5.25 acre tract for a total distance of 566.00 feet to a 1/2 inch iron rod with a plastic cap stamped "CCC" found for the Northeast corner of the herein described tract, said iron rod being the Northeast corner of said 5.25 acre tract and the Northwest corner of a 10.69 acre tract conveyed from Patrick T. Davis and wife, Jennifer J. Davis to David L. Carson and wife, Helen J. Carson, filed January 27, 2000 as recorded in Document No. 2000005316 OPRWC;

THENCE, South 17º55'38" East, with the East line of said 5.25 acre tract and the West line of said 10.69 acre tract, a distance of 628.64 feet to a 1/2 inch diameter iron rod with a plastic cap stamped "CCC" found for an exterior corner of the herein described tract, and said iron rod being the North corner of a 5.00 acre tract conveyed from Robert T. Smith and Marguerite Truax to Angela Shanks, filed December 27, 2016 as recorded in Document No. 2016121492 OPRWC;

THENCE, with the common line of the said 5.00 acre tract, as follows:

1. South 00°13'04" West, a distance of 151.82 feet to a 1/2 inch diameter iron rod with cap stamped "CCC" found for an exterior corner of the herein described tract, said iron rod being an exterior corner of said 5.25 acre tract, and an interior corner of said 5.00 acre tract;
2. South 28°13'25" West, passing at a distance of 322.03 feet, a 1/2 inch diameter iron rod with a plastic cap stamped "CCC" found for the Southwest corner of said 5.25 acre tract, and continuing for a total distance of 345.52 feet to a 1/2 inch diameter iron rod with a plastic cap stamped "CCC" found for an interior corner of the herein described tract, and being the West corner of said 5.00 acre tract;
3. South 17°57'45" East, a distance of 623.11 feet to a 5/8 inch diameter iron rod with a yellow plastic cap stamped "CIVILCORP" set for the Southeast corner of the herein described tract, the South corner of said 5.00 acre tract, and being in the curving North right-of-way of said County Road 101;

THENCE, with the common North right-of-way of said County Road 101 along said curve to the right with a radius of 1,915.58 feet, a central angle of 00°18'52", an arc length of 10.52 feet, and a chord which bears South 67°32'59" West, a distance of 10.52 feet to a 1/2 inch iron rod with a cap stamped "CCC" found the point of tangency of the herein described tract;

THENCE, South 69º05'59" West, continuing with said common line, a distance of 272.67 feet to the **POINT OF BEGINNING, CONTAINING** within these metes and bounds 15.004 acres (653,570 square feet) of land, more or less.

NOTES:

1. ALL BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM, NAD 83 (2012B), CENTRAL ZONE, UTILIZING THE LEICA SMARTNET REFERENCE NETWORK. ALL DISTANCES AND COORDINATES SHOWN HEREON ARE SURFACE VALUE. TO CONVERT TO GRID VALUES MULTIPLY BY THE COMBINED SCALE FACTOR OF 0.9998766621.
2. ALL ELEVATIONS SHOWN HEREON ARE BASED ON NAVD88 (2012B), REFERENCING THE LEICA SMARTNET REFERENCE NETWORK.
   BENCH MARKS —
   BM-1 – COTTON SPINDLE SET IN THE NORTH SIDE OF POWER POLE LOCATED 1.5 FEET WEST OF THE SOUTHWEST CORNER OF SUBJECT TRACT. ELEVATION = 664.68 FEET (NAVD88).
   BM-2 – COTTON SPINDLE SET IN THE NORTH SIDE OF POWER POLE LOCATED AT THE SOUTHEAST CORNER OF SUBJECT TRACT. ELEVATION = 661.58 FEET (NAVD88).
3. WATER SERVICE FOR THIS SUBDIVISION IS AND WILL BE PROVIDED BY JONAH WSC.
4. SEWER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY ON-SITE SEWAGE FACILITIES.
5. ALL PUBLIC ROADS AND EASEMENTS SHOWN ON THIS PLAT ARE FREE OF LIENS.
6. NO STRUCTURE OR LAND WITHIN THIS PLAT SHALL HEREAFTER BE LOCATED OR ALTERED WITHOUT FIRST OBTAINING A DEVELOPMENT PERMIT FROM THE WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATOR.
7. 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.
8. A DE FACTO CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION. THIS CERTIFICATE IS VALID UNTIL SUCH TIME AS FEMA REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS AREA.
9. RURAL MAILBOXES SHALL BE SET THREE (3) FEET FROM THE EDGE OF THE PAVEMENT OR BEHIND CURBS, WHEN USED. ALL MAILBOXES WITHIN COUNTY ARTERIAL RIGHT-OF-WAY SHALL MEET THE CURRENT TXDOT STANDARDS. ANY MAILBOX THAT DOES NOT MEET THIS REQUIREMENT MAY BE REMOVED BY WILLIAMSON COUNTY.
10. BUILDING SETBACKS SHALL BE IN ACCORDANCE WITH THE CURRENT WILLIAMSON COUNTY SUBDIVISION REGULATIONS AND PER THE THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS RECORDED IN DOCUMENT NO. 9639571 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS.

CivilCorp
ENGINEERS • SURVEYORS
116 E. MAIN STREET, ROUND ROCK, TEXAS 78664
TEL: (512) 828-0406 FAX: (512) 828-0429
TBPE REGESTRATION #F-10283 TBPLS REGISTRATION #10194152

Commissioners Court - Regular Session **16.**

Meeting Date: 04/25/2017

Discuss consider and take appropriate action on approval of the preliminary plat for the Sphere Sub One 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 Sphere Sub One subdivision - Pct 3.

Background

This is a small, rural, 2-lot subdivision located on the northeast corner of CR 312 and CR 314. Additional right-of-way has been dedicated along the north side of CR 314 for a future arterial road. The applicable preliminary plat review fee has been paid.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Prelim Plat - Sphere Sub One

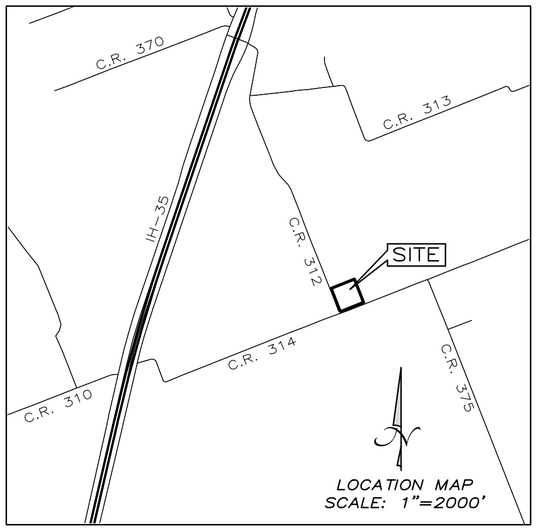
Form Review

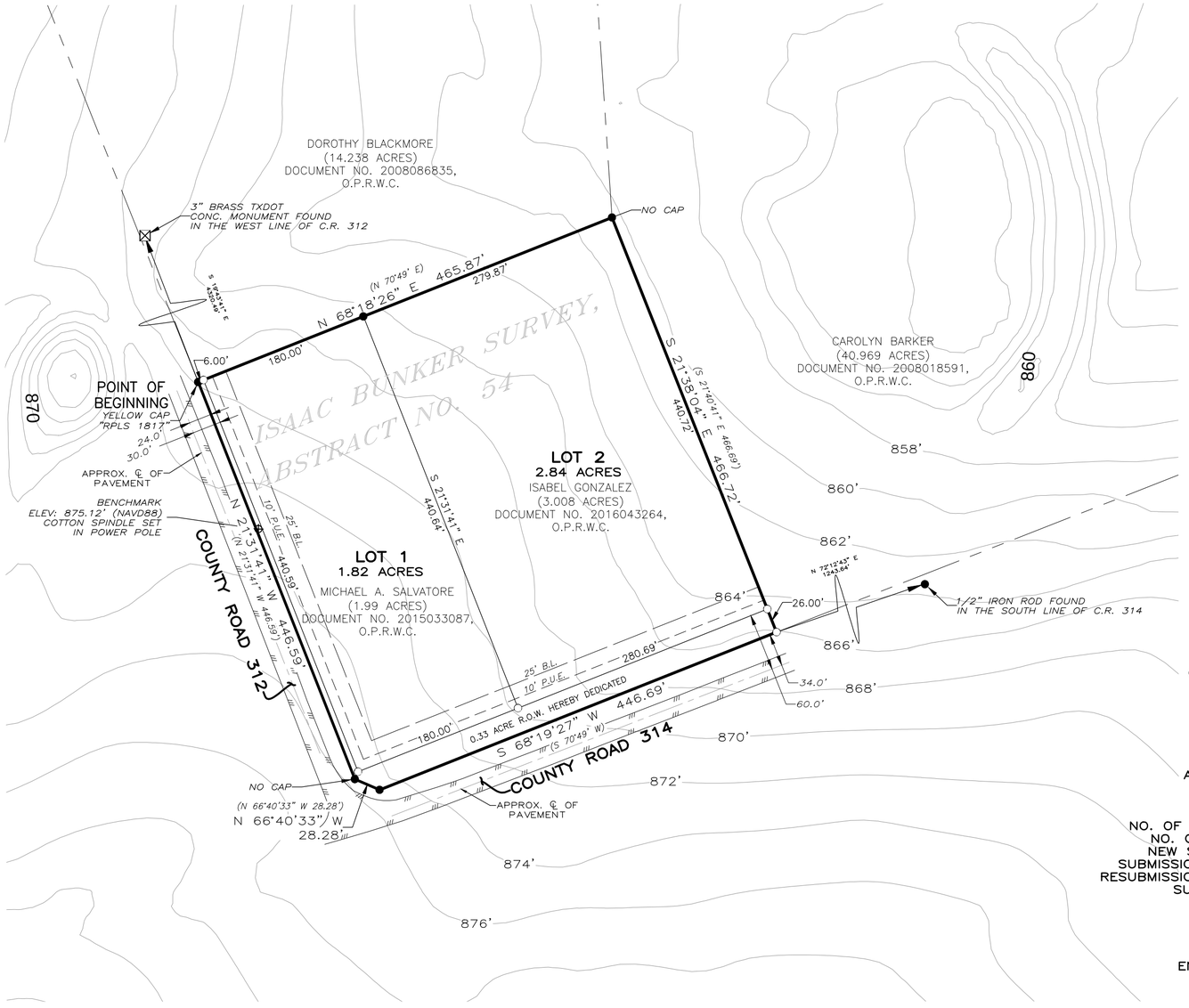
Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	04/17/2017 03:43 PM
Form Started By: Patrick Hughes		Started On: 04/17/2017 11:01 AM
Final Approval Date: 04/17/2017		

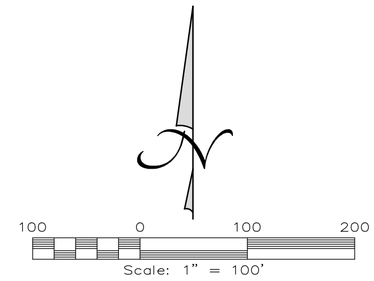
PRELIMINARY PLAT OF:

SPHERE SUBDIVISION ONE

4.99 ACRES OUT OF THE ISAAC BUNKER SURVEY,
ABSTRACT No. 54, IN WILLIAMSON COUNTY, TEXAS







BEARINGS CITED HEREON BASED ON STATE PLANE COORDINATES, GRID NORTH, CENTRAL ZONE, TEXAS NAD 83 (93).

PERIMETER FIELD NOTES

Being 4.99 acres out of the Isaac Bunker Survey, Abstract No. 54, in Williamson County, Texas, and being all of that tract called 1.99 acres in a Deed to Michael A. Salvatore and recorded as Document No. 2015033087 of the Official Public Records of Williamson County, Texas, and all of that tract called 3.008 acres in a Deed to Isabel Gonzalez and recorded as Document No. 2016043264 of said Official Public Records and further described by metes and bounds as follows:

BEGINNING: at a 1/2 inch iron rod with yellow cap stamped "RPLS 1817" found in the east line of County Road 312, marking the southwest corner of that tract called 14.238 acres in a Deed to Dorothy Blackmore and recorded as Document No. 2008086835 of said official public records, for the northwest corner of said 1.99 acre tract and this tract;

THENCE: N 68°18'26" E 465.87 feet with south line of said Blackmore tract to a 1/2 inch iron rod found, marking the southeast corner of said Blackmore tract, being an angle point in the west line of that tract called 40.969 acres in a Deed to Carolyn Barker and recorded in Document No. 2008018591 of said Official Public Records, for the northeast corner of said 3.008 acre tract and this tract;

THENCE: S 21°38'04" E 466.72 feet with the west line of said Barker tract to a 1/2 inch iron rod with plastic cap inscribed "TLS INC" set in the north line of County Road 314, for the southeast corner of said 3.008 acre tract and this tract;

THENCE: S 68°19'27" W 446.69 feet with the north line of said County Road 314 to a 1/2 inch iron rod with plastic cap inscribed "TLS INC" set, for an angle point in the south line of said 1.99 acre tract and this tract;

THENCE: N 66°40'33" W 28.28 feet leaving the north line of said County Road 314 to a 1/2 inch iron rod found in the east line of said County Road 312, for the southwest corner of said 1.99 acre tract and this tract;

THENCE: N 21°31'41" W 446.59 feet to the POINT OF BEGINNING.

PLAT NOTES:

1. 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.
2. 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 owning to property defects or negligence not attributed 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.
3. 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.
4. 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.
5. 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.
6. 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.
7. Electric service for this subdivision will be provided by Bartlett Electric Co.
8. Water service for this subdivision will be provided by Jarrell-Schwertner Water Service.
9. Sewer service for this subdivision will be provided by On-Site Sewage Facility.
10. Landscaping is prohibited within the County Road right-of-way.

PRELIMINARY PLAT OF:
SPHERE SUBDIVISION ONE

OWNERS: Michael A. Salvatore
612 Ruby Lane
Jarrell, TX, 76537

Isabel J. Gonzalez
1302 Newbury Street
Georgetown, TX, 78626

ACREAGE: 4.99 ACRES
SURVEY: ISAAC BUNKER SURVEY, ABSTRACT NO. 54

NO. OF BLOCKS: 1
NO. OF LOTS: 2
NEW STREETS: None
SUBMISSION DATE: 2/1/2017
RESUBMISSION DATE: 4/4/2017
SURVEYOR: Texas Land Surveying, Inc.
3613 Williams Drive, Ste 903
Georgetown, Texas 78628
512-930-1600 - phone
512-930-9389 - fax

ENGINEER: Scott J. Foster, P.E.
Registered Professional Engineer No. 84652
360 Professional Services
P.O. Box 3639
Cedar Park, Texas 78630
Firm No. 4932

LEGEND	
●	1/2" IRON ROD FOUND WITH PLASTIC CAP STAMPED "TLS INC." (UNLESS OTHERWISE NOTED)
○	1/2" IRON ROD SET W/PLASTIC CAP STAMPED "TLS INC."
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS

NOTE:
CONTOUR INFORMATION SHOWN HEREON IS PER WILLIAMSON COUNTY LIDAR MAP ACQUIRED OCTOBER 14, 2016.

SHEET 1 OF 2

Texas Land Surveying, Inc.
3613 Williams Drive, Suite 903 - Georgetown, Texas 78628
(512) 930-1600/(512) 930-9389 fax
www.texas-ls.com
TBPLS FIRM NO.10056200

IF THIS DOCUMENT DOES NOT CONTAIN THE RED STAMPED SEAL OF THE UNDERSIGNED SURVEYOR, IT IS AN UNAUTHORIZED/ILLEGAL COPY. TEXAS LAND SURVEYING, INC. ASSUMES NO LIABILITY FROM THE USE OF ANY UNAUTHORIZED/ILLEGAL DOCUMENT.

PROJECT No. 15608

Commissioners Court - Regular Session **17.**

Meeting Date: 04/25/2017

Discuss consider and take appropriate action on approval of the final plat for the Stefek Subdivision - Pct 4

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 final plat for the Stefek Subdivision - Pct 4.

Background

This is a small, rural, single-lot subdivision located on the southeast corner of CR 353 and CR 350. The applicable preliminary plat review fee has been paid. The preliminary plat was approved on February 28, 2017.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

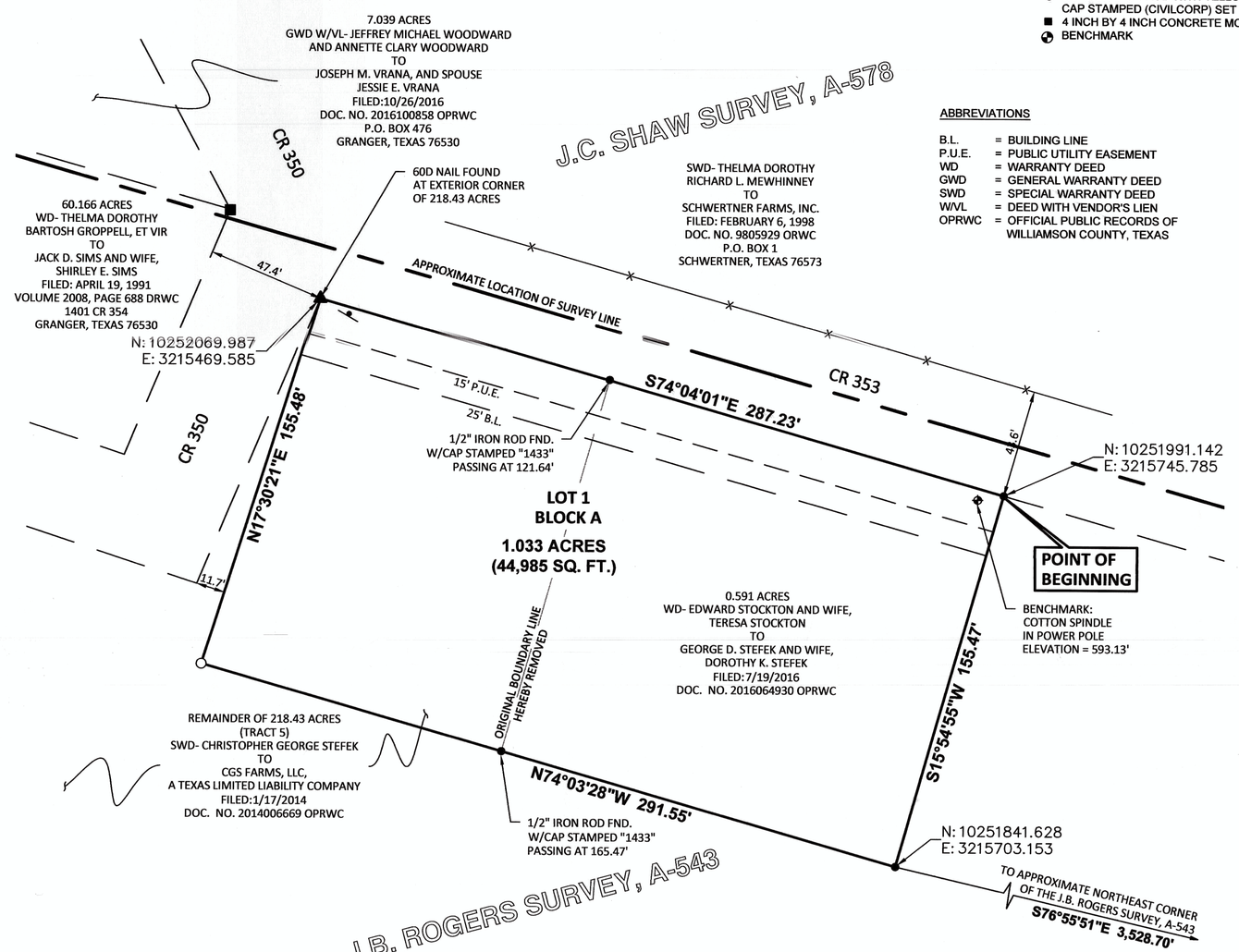
Final Plat - Stefek Subdivision

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	04/18/2017 02:16 PM
Form Started By: Patrick Hughes		Started On: 04/18/2017 02:06 PM
Final Approval Date: 04/18/2017		

STEFEK SUBDIVISION

A FINAL PLAT OF 1.033 ACRES OUT OF THE J.B. ROGERS SURVEY, ABSTRACT NO. 543 BEING A PORTION OF 218.43 ACRES (DOCUMENT No. 2014006669 OPRWC) AND ALL OF 0.591 ACRES (DOCUMENT No. 2016064930 OPRWC)

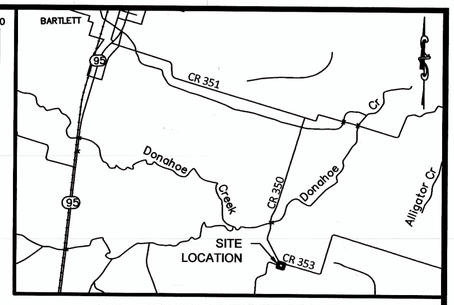


40 0 20 40 80

SCALE: 1"= 40'

LEGEND

- ● 1/2 INCH IRON ROD FOUND
- ○ 5/8 INCH IRON ROD WITH YELLOW CAP STAMPED (CIVILCORP) SET
- ■ 4 INCH BY 4 INCH CONCRETE MONUMENT
- ◒ BENCHMARK



LOCATION MAP (NOT TO SCALE)

ABBREVIATIONS

B.L.	=	BUILDING LINE
P.U.E.	=	PUBLIC UTILITY EASEMENT
WD	=	WARRANTY DEED
GWD	=	GENERAL WARRANTY DEED
SWD	=	SPECIAL WARRANTY DEED
W/VL	=	DEED WITH VENDOR'S LIEN
OPRWC	=	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS

OWNER: CGS FARMS, LLC., GEORGE D. STEFEK, & DOROTHY K. STEFEK
ACREAGE: 1.033 ACRES (44,985 SQ. FT.)
NUMBER OF LOTS: 1
NUMBER OF BLOCKS: 1
LINEAR FEET OF NEW STREET: NONE
SURVEY: J.B. ROGERS SURVEY, ABSTRACT 543
SUBMITTAL DATE: MARCH 1, 2017

OWNER: CGS FARMS, LLC
17924 ALLIGATOR ROAD
BARTLETT, TEXAS 76511
512-818-5013
jccstefek@yahoo.com

OWNERS: GEORGE D. STEFEK
DOROTHY K. STEFEK
1900 CR 354
GRANGER, TEXAS 76530
512-818-5012

NOTES:

1. ALL BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM, NAD 83(2012A), CENTRAL ZONE, UTILIZING THE LEICA SMARTNET REFERENCE NETWORK. ALL DISTANCES AND COORDINATES SHOWN HEREON ARE GRID VALUE. TO CONVERT TO SURFACE VALUES MULTIPLY BY THE RECIPROCAL COMBINED SCALE FACTOR OF 0.999866420.
2. ALL ELEVATIONS SHOWN HEREON ARE BASED ON NAVD88(2012A), REFERENCING THE LEICA SMARTNET REFERENCE NETWORK.
   BENCH MARK — COTTON SPINDLE SET IN POWER POLE LOCATED AT THE NORTHEAST CORNER OF SUBJECT TRACT. ELEVATION = 593.13 FEET (NAVD88).
3. WATER SERVICE FOR THIS SUBDIVISION IS AND WILL BE PROVIDED BY BELL MILAM FALLS WSC.
4. SEWER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY AN ON-SITE SEWAGE FACILITIES.
5. ALL PUBLIC ROADS AND EASEMENTS SHOWN ON THIS PLAT ARE FREE OF LIENS.
6. 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.
7. A DE FACTO CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION. THIS CERTIFICATE IS VALID UNTIL SUCH TIME AS FEMA REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS AREA.
8. RURAL MAILBOXES SHALL BE SET THREE (3) 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.
9. 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.

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

That, CGS FARMS, LLC, by Christopher G. Stefek, owner of the certain tract of land shown hereon and described in a deed recorded in Document No. 2014006669 of the Official Public 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 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 STEFEK SUBDIVISION.

TO CERTIFY WHICH, WITNESS by my hand this 13th day of April, 2017.

Christopher G. Stefek
owner
17924 Alligator Road
Bartlett, Texas 76511

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

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

Given under my hand and seal of the office on this the 13th day of April, 2017.

NOTARY PUBLIC in and for the State of Texas

JENNIFER S. GOODENOW NOTARY PUBLIC STATE OF TEXAS COMMISSION # 3389924 OCT. 19, 2020

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

I, George D. Stefek, co-owner of the certain tract of land shown hereon and described in a deed recorded in Document No. 2016064930 of the Official Public 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 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 STEFEK SUBDIVISION.

TO CERTIFY WHICH, WITNESS by my hand this 13th day of April, 2017.

George D. Stefek
co-owner
1900 CR 354
Granger, Texas 76530

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

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

Given under my hand and seal of the office on this the 13th day of April, 2017.

NOTARY PUBLIC in and for the State of Texas

JENNIFER S. GOODENOW NOTARY PUBLIC STATE OF TEXAS COMMISSION # 3389924 OCT. 19, 2020

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

I, Dorothy K. Stefek, co-owner of the certain tract of land shown hereon and described in a deed recorded in Document No. 2016064930 of the Official Public 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 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 STEFEK SUBDIVISION.

TO CERTIFY WHICH, WITNESS by my hand this 13th day of April, 2017.

Dorothy K. Stefek
co-owner
1900 CR 354
Granger, Texas 76530

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

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

Given under my hand and seal of the office on this the 13th day of April, 2017.

NOTARY PUBLIC in and for the State of Texas

JENNIFER S. GOODENOW NOTARY PUBLIC STATE OF TEXAS COMMISSION # 3389924 OCT. 19, 2020

CivilCorp
ENGINEERS • SURVEYORS
116 E. MAIN STREET, ROUND ROCK, TEXAS 78664
TEL: (512) 828-0406 FAX: (512) 828-0429
TBPE REGESTRATION #F-10283 TBPLS REGISTRATION #10194152

FIELD NOTES:

Being a 1.033 acre (44,985 square feet) tract of land out of the J.B. ROGERS SURVEY, ABSTRACT NO. 543, and located in Williamson County, Texas, said 1.033 acre tract being out of and a part of the remainder of a 218.43 acre tract conveyed in a special warranty deed from Christopher George Stefek to CGS FARMS, LLC, a Texas limited liability company, filed January 17, 2014 as recorded in Document No. 2014006669 of the Official Public Records of Williamson County, Texas (OPRWC), and all of a 0.591 acre tract conveyed in a warranty deed from Edward Stockton and wife, Teresa Stockton to George D. Stefek and wife, Dorothy K. Stefek, filed July 19, 2016 as recorded in Document No. 2016064930 OPRWC, said 1.033 acre tract being more fully described by metes and bounds as follows;

BEGINNING, at a 1/2 inch diameter iron rod with cap stamped "1433" found for the Northeast corner of the herein described tract, said iron rod being the Northeast corner of the said 0.591 acre tract of land, an exterior corner of the said 218.43 acre tract, and being in the South line of county road 353;

THENCE, South 15°54'55" West, with the East line of the said 0.591 acre tract, a distance of 155.47 feet to a 1/2 inch diameter iron rod with cap stamped "1433" found for the Southeast corner of the herein described tract, said iron rod being the Southeast corner of said 0.591 acre tract, and an interior corner of the remainder of the said 218.43 acre tract;

THENCE, North 74°03'28" West, with the South line of the said 0.591 acre tract, passing a 1/2 inch iron rod with a cap stamped "1433" found for the Southwest corner of the said 0.591 acre tract at a distance of 165.47 feet, and continuing over and across the remainder of the said 218.43 acre tract for a total distance of 291.55 feet to a 5/8 inch iron rod with a yellow plastic cap stamped "CIVILCORP" set for the Southwest corner of the herein described tract;

THENCE, North 17°30'21" East, over and across the remainder of the said 218.43 acre tract, a distance of 155.48 feet to a 60d nail found 6 inches under the existing said gravel road for the Northwest corner of herein described tract, said iron rod being the North corner of the remainder of the said 218.43 acre tract, and being at the Southeast intersection of County Road 353 and County Road 350;

THENCE, South 74°04'01" East, with the North line of the remainder of the said 218.43 acre tract and the South line of County Road 353, passing a 1/2 inch diameter iron rod with cap stamped "1433" found for the Northwest corner of the aforesaid 0.591 acre tract at a distance of 121.64 feet, and continuing with the South line of said County Road 353 and the North line of the said 0.591 acre tract for a total distance of 287.23 feet to the **POINT OF BEGINNING, CONTAINING** within these metes and bounds 1.033 acres (44,985 square feet) of land, more or less.

FLOOD NOTE:

This tract is not located within the Edwards Aquifer Recharge Zone.

No lot in this subdivision is encroached by any special flood hazard area inundated by the 100 year flood as identified by the U.S. Federal Emergency Management Agency (F.E.M.A.) flood insurance rate map, community panel number 48491C0175E, effective date September 26, 2008, for Williamson County, Texas, and indicates that the subject tract lies within Zone "X" unshaded (areas determined to be outside the 0.2% annual chance floodplain).

That I, Leon E. Hoch, do hereby certify that the information contained on this plat complies with the subdivision ordinances adopted by Williamson County, Texas.

Leon E Hoch 3/28/2017
Leon E. Hoch Date
Licensed Professional Engineer No. 82670

STATE OF TEXAS LEON E. HOCH 82670 REGISTERED PROFESSIONAL ENGINEER

SURVEYOR'S CERTIFICATION:

That I, Corey Joseph Hall, do hereby certify that I prepared this plat from an actual and accurate on-the-ground survey of the land and that the corner monuments shown thereon were properly placed under my personal supervision. The attached Metes and bounds description results in a satisfactory mathematical closure.

Corey Joseph Hall 3/28/2017
Corey Joseph Hall Date
Registered Professional Land Surveyor 6362

STATE OF TEXAS REGISTERED COREY JOSEPH HALL 6362 PROFESSIONAL LAND SURVEYOR

Based upon the above representations of the engineer or surveyor whose seal is affixed hereto, and after a review of the survey as represented by the said engineer or surveyor, I find that this blue line (survey) complies with the requirements of Edwards Aquifer Regulations for Williamson County and Williamson County On-Site Sewage Facility Regulations. This certification is made solely upon such representations and should not be relied upon for verifications of the facts alleged. The Williamson County and Cities Health District (WCCHD) and Williamson County disclaim any responsibility to any member of the public for independent verification of the representations, factual or otherwise, contained in this blue line (survey) and the documents associated with it.

Deborah L. Marlow, RS 3/29/2017
Deborah L. Marlow, RS, OS0029596 Date
Director, Environmental Health Services, WCCHD

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

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

Dan A Gattis, County Judge Date
Williamson County, Texas

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

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

Commissioners Court - Regular Session **18.**

Meeting Date: 04/25/2017

Discuss consider and take appropriate action on approval of the revised plat for the Teravista Com 24 subdivision - Pct

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 revised plat for Block A Lot 6 of the Teravista Com 24 subdivision and the remainder of Block A Lot 1 of the Teravista Sec 24 subdivision - Pct 3.

Background

This is a resubdivision of a portion of the Teravista Com 24 subdivision. All review fees have been paid.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Revised Plat - Teravista Com 24 Blk A Lot 6 & Sec 24 Remainder Blk A Lot 1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	04/20/2017 10:51 AM
Form Started By: Patrick Hughes		Started On: 04/20/2017 10:41 AM
Final Approval Date: 04/20/2017		

AMENDED FINAL PLAT OF TERAVISTA COM 24

(BEING LOT 6, BLOCK "A", TERAVISTA COM 24 AND THE REMAINING PORTION OF LOT 1, BLOCK "A", TERAVISTA SECTION 24)

FIELDNOTE DESCRIPTION:

OF A **8.782 ACRE** TRACT OF LAND OUT OF THE BARNEY C. LOW SURVEY, ABSTRACT NO. 385, SITUATED IN WILLIAMSON COUNTY, TEXAS BEING ALL OF LOT 6, BLOCK "A" OF FINAL PLAT OF TERAVISTA COM 24, A SUBDIVISION OF RECORD IN DOCUMENT NO. 2015109191 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS AND A PORTION OF LOT 1, BLOCK "A" OF TERAVISTA SECTION 24, A SUBDIVISION OF RECORD IN CABINET DD, PAGES 388–389 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 8.782 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, AT A 1/2–INCH IRON WITH "STANTEC" CAP SET AT THE INTERSECTION OF THE WESTERLY RIGHT–OF–WAY LINE OF F.M. 1460 (NORTH A W GRIMES BOULEVARD) (R.O.W. VARIES) AND THE SOUTHERLY RIGHT–OF–WAY LINE OF ASHBURY PARK DRIVE (50' R.O.W.), BEING THE NORTHEASTERLY CORNER OF THE REMAINING PORTION OF SAID LOT 1 SECTION 24, FOR THE NORTHEASTERLY CORNER HEREOF;

THENCE, LEAVING THE SOUTHERLY RIGHT–OF–WAY LINE OF ASHBURY PARK DRIVE, ALONG THE WESTERLY RIGHT–OF–WAY LINE OF F.M. 1460, BEING THE EASTERLY LINE OF THE REMAINING PORTION OF SAID LOT 1 SECTION 24 AND THE EASTERLY LINE OF SAID LOT 6, FOR THE EASTERLY LINE HEREOF, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

1) S16°00'10"E, A DISTANCE OF 462.63 FEET TO A 1/2–INCH IRON WITH "STANTEC" CAP SET FOR AN ANGLE POINT;

2) S12°18'26"E, A DISTANCE OF 270.96 FEET TO A 1/2–INCH IRON WITH "STANTEC" CAP SET AT THE NORTHEASTERLY CORNER OF LOT 9 OF SAID TERAVISTA COM 24, FOR THE SOUTHEASTERLY CORNER OF SAID LOT 6 AND HEREOF;

THENCE, LEAVING THE WESTERLY RIGHT–OF–WAY LINE OF F.M. 1460, ALONG THE COMMON LINE OF SAID LOT 6 AND SAID LOT 9, FOR A PORTION OF THE SOUTHERLY LINE HEREOF, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

1) S77°42'20"W, A DISTANCE OF 218.63 FEET TO A 1/2–INCH IRON WITH "STANTEC" CAP SET AT THE NORTHWESTERLY CORNER OF SAID LOT 9, FOR AN ANGLE POINT HEREOF;

2) S12°17'40"E, A DISTANCE OF 113.05 FEET TO A 1/2–INCH IRON WITH "STANTEC" CAP SET AT THE NORTHEASTERLY CORNER OF LOT 7 OF SAID TERAVISTA COM 24, FOR THE SOUTHEASTERLY CORNER OF SAID LOT 6 AND AN ANGLE POINT HEREOF;

THENCE, S77°42'20"W, LEAVING THE WESTERLY LINE OF SAID LOT 9, ALONG THE COMMON LINE OF SAID LOT 6 AND SAID LOT 7, FOR A PORTION OF THE SOUTHERLY LINE HEREOF, A DISTANCE OF 428.58 FEET TO A 1/2–INCH IRON ROD FOUND IN THE EASTERLY LINE OF LOT 38, BLOCK 1, TERAVISTA SECTION 17B, A SUBDIVISION OF RECORD IN CABINET FF, SLIDES 351–355 OF SAID PLAT RECORDS, BEING THE COMMON WESTERLY CORNER OF SAID LOT 6 AND SAID LOT 7, FOR THE SOUTHWESTERLY CORNER HEREOF;

THENCE, N02°35'56"W, LEAVING THE NORTHWESTERLY CORNER OF SAID LOT 7, ALONG THE COMMON LINE OF SAID LOT 6 AND SAID LOT 38, FOR A PORTION OF THE WESTERLY LINE HEREOF, A DISTANCE OF 190.00 FEET TO A 1/2–INCH IRON WITH "STANTEC" CAP SET FOR AN ANGLE POINT HEREOF;

THENCE, N32°56'53"W, ALONG THE COMMON LINE OF THE REMAINING PORTION OF SAID LOT 1 AND SAID LOT 38, FOR A PORTION OF THE WESTERLY LINE HEREOF, A DISTANCE OF 164.02 FEET TO A 1/2–INCH IRON WITH "STANTEC" CAP SET AT THE SOUTHWESTERLY CORNER OF LOT 9, BLOCK 2, TERAVISTA SECTION 22, A SUBDIVISION OF RECORD IN CABINET DD, SLIDES 64–67 OF SAID PLAT RECORDS, BEING THE NORTHWESTERLY CORNER OF THE REMAINING PORTION OF SAID LOT 1 SECTION 24, FOR THE NORTHWESTERLY CORNER HEREOF;

THENCE, LEAVING THE EASTERLY LINE OF SAID LOT 38, ALONG THE SOUTHERLY LINE OF LOT 1 OPEN SPACE AND LOTS 2–9, BLOCK 2 OF SAID TERAVISTA SECTION 22, BEING THE NORTHERLY LINE OF THE REMAINING PORTION OF SAID LOT 1 SECTION 24, FOR A PORTION OF THE NORTHERLY LINE HEREOF, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

1) N38°14'32"E, A DISTANCE OF 459.54 FEET TO A 1/2–INCH IRON WITH "STANTEC" CAP SET FOR AN ANGLE POINT;

2) N21°57'52"E, A DISTANCE OF 268.94 FEET TO A 1/2–INCH IRON WITH "STANTEC" CAP SET IN THE CURVING SOUTHERLY RIGHT–OF–WAY LINE OF ASHBURY PARK DRIVE, BEING THE NORTHEASTERLY CORNER OF SAID LOT 1 OPEN SPACE, FOR AN ANGLE POINT HEREOF;

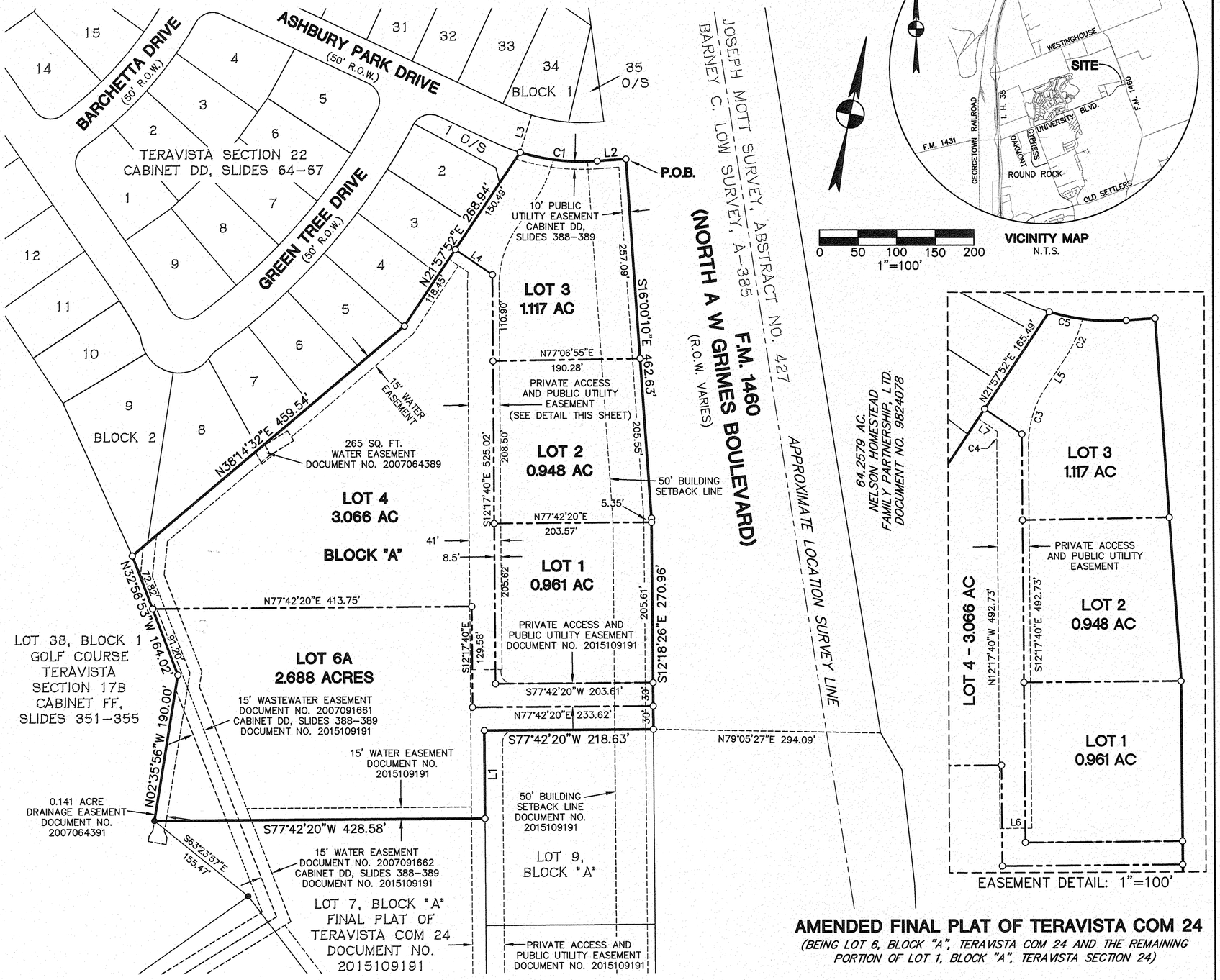
THENCE, LEAVING THE NORTHEASTERLY CORNER OF SAID LOT 1 OPEN SPACE, ALONG THE CURVING SOUTHERLY RIGHT–OF–WAY LINE OF ASHBURY PARK DRIVE, FOR A PORTION OF THE NORTHERLY LINE HEREOF, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

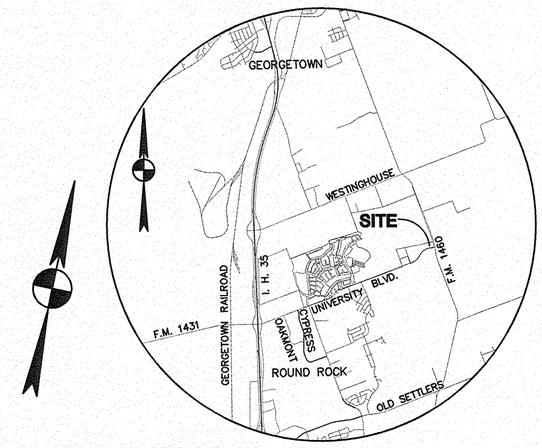
1) ALONG A NON–TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 275.00 FEET, A CENTRAL ANGLE OF 20°59'34", AN ARC LENGTH OF 100.76 FEET, AND A CHORD WHICH BEARS N84°30'15"E, A DISTANCE OF 100.20 FEET TO A 1/2–INCH IRON WITH "STANTEC" CAP SET AT THE END OF SAID CURVE;

2) N74°00'28"E, A DISTANCE OF 37.49 FEET TO THE **POINT OF BEGINNING**, CONTAINING AN AREA OF **8.782 ACRES** (382,531 SQUARE FEET) OF LAND, MORE OR LESS, WITHIN THESE METES AND BOUNDS.

LINE TABLE		
NO.	BEARING	DISTANCE
L1	S12°17'40"E	113.05'
L2	N74°00'28"E	37.49'
L3	N5°00'02"E	50.00'
L4	N68°02'08"W	58.04'
L5	S21°57'52"W	44.74'
L6	S77°42'20"W	41.00'
L7	N68°02'08"W	30.02'

CURVE TABLE					
NO.	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	100.76'	275.00'	20°59'34"	N84°30'15"E	100.20'
C2	56.96'	170.50'	19°08'27"	S12°23'39"W	56.69'
C3	77.43'	129.50'	34°15'32"	S04°50'06"W	76.28'
C4	17.44'	170.50'	5°51'41"	N09°21'49"W	17.43'
C5	44.21'	275.00'	9°12'43"	S89°36'19"E	44.17'





VICINITY MAP
N.T.S.

EASEMENT DETAIL: 1"=100'

AMENDED FINAL PLAT OF TERAVISTA COM 24

(BEING LOT 6, BLOCK "A", TERAVISTA COM 24 AND THE REMAINING PORTION OF LOT 1, BLOCK "A", TERAVISTA SECTION 24)

LEGEND

- ● 1/2" IRON ROD FOUND (UNLESS NOTED)
- ○ 1/2" IRON ROD WITH "STANTEC" CAP SET
- P.O.B. POINT OF BEGINNING

GENERAL INFORMATION:

OWNER.....NNP–TERAVISTA, LLC
TOTAL ACREAGE.....8.782 ACRES SURVEY
OF.....BARNEY C. LOW (A–385)
DATE.....DECEMBER, 2016
OF COMMERCIAL LOTS.....5
TOTAL # OF BLOCKS.....1

DATE: DECEMBER 2016
PREPARED BY:

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

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Field Note: 16–455(KWA)
Drawn by: KWA Approved by: MJJ Project No.: 222010203 File: V:\2220\ACTIVE\222010203\222010203PL3.dwg

AMENDED FINAL PLAT OF TERAVISTA COM 24

(BEING LOT 6, BLOCK "A", TERAVISTA COM 24 AND THE REMAINING PORTION OF LOT 1, BLOCK "A", TERAVISTA SECTION 24)

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

THAT NNP–TERAVISTA, LLC, SOLE OWNER OF THE CERTAIN TRACTS OF LAND SHOWN HEREON AND BEING ALL OF LOT 6, BLOCK "A", TERAVISTA COM 24, OF RECORD IN DOCUMENT NO. 2015109191 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS AND THE REMAINING PORTION OF LOT 1, BLOCK "A", TERAVISTA SECTION 24, OF RECORD IN CABINET "DD" SLIDES 388–389 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES HEREBY SUBDIVIDE THE **8.872 ACRES** AS SHOWN HEREON AND DEDICATE TO THE PUBLIC USE FOREVER THE STREETS, ALLEYS, EASEMENTS AND ALL OTHER LANDS INTENDED FOR PUBLIC DEDICATION AS SHOWN HEREON. THIS SUBDIVISION IS TO BE KNOWN AS **"AMENDED FINAL PLAT OF TERAVISTA COM 24"**. THE OWNER ACKNOWLEDGES THAT IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL, AND LOCAL LAWS AND REGULATIONS RELATING TO THE ENVIRONMENT, INCLUDING BUT NOT LIMITED TO THE ENDANGERED SPECIES ACT, STATE AQUIFER REGULATIONS, AND MUNICIPAL WATERSHED ORDINANCES.

NNP–TERAVISTA, LLC , A TEXAS LIMITED LIABILITY COMPANY

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 14th DAY OF April, 2017.

NNP–TERAVISTA, LLC
A TEXAS LIMITED LIABILITY COMPANY

BY: RAINER FICKEN
VICE PRESIDENT
13809 RESEARCH BOULEVARD, SUITE 475
AUSTIN, TEXAS 78750

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

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED ~~E. WILLIAM MEYER~~ RAINER FICKEN RH OF NNP–TERAVISTA, LLC, A TEXAS LIMITED LIABILITY COMPANY, 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 14th DAY OF April, 2017.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

PRINTED NAME: R. Hinojosa

MY COMMISSION EXPIRES ON: 3-1-2020

R. HINOJOSA
Notary Public, State of Texas
Comm. Expires 03-01-2020
Notary ID 3279918

ENGINEER'S CERTIFICATION:

I, JOHN A. PICKENS, REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS SUBDIVISION IS NOT IN THE EDWARDS AQUIFER RECHARGE ZONE AND IS NOT ENCROACHED BY A ZONE A FLOOD AREA, AS DENOTED HEREIN, AND IS DEFINED BY FEDERAL EMERGENCY MANAGEMENT ADMINISTRATION FLOOD HAZARD BOUNDARY MAP, COMMUNITY PANEL NUMBER 48491C0485E, EFFECTIVE DATE SEPTEMBER 26, 2008, AND THAT EACH LOT CONFORMS TO THE CITY OF GEORGETOWN REGULATIONS.

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

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT AUSTIN, TRAVIS COUNTY, TEXAS,

THIS 14 DAY OF April, 2017.

JOHN A. PICKENS
REGISTERED PROFESSIONAL ENGINEER
NO. 110631 STATE OF TEXAS
221 WEST SIXTH STREET, SUITE 600
AUSTIN, TEXAS 78701

STATE OF TEXAS
JOHN A. PICKENS
110631
LICENSED
PROFESSIONAL ENGINEER

SURVEYOR'S CERTIFICATION:

I, MATTHEW J. RAABE, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, AND THAT THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN ON THE ACCOMPANYING PLAT, AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF GEORGETOWN, TEXAS.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT AUSTIN, TRAVIS COUNTY, TEXAS,

THIS 14th DAY OF APRIL, 2017.

MATTHEW J. RAABE, R.P.L.S.
TEXAS REGISTRATION NO. 6402
STANTEC CONSULTING SERVICES, INC.
221 WEST SIXTH STREET, SUITE 600
AUSTIN, TEXAS 78701

STATE OF TEXAS
REGISTERED
MATTHEW RAABE
6402
PROFESSIONAL
LAND SURVEYOR

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

WE, NASH FINANCING, LLC, A DELAWARE LIMITED LIABILITY COMPANY, LIEN HOLDER OF CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2006072574 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CONSENT TO THE SUBDIVISION OF SAID TRACT AS SHOWN HEREON, AND DO FURTHER HEREBY JOIN, APPROVE AND CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY DEDICATE TO THE CITY OF GEORGETOWN THE STREETS, ALLEYS, RIGHTS–OF–WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS THE CITY OF GEORGETOWN MAY DEEM APPROPRIATE. THIS SUBDIVISION IS TO BE KNOWN AS **"AMENDED FINAL PLAT OF TERAVISTA COM 24"**.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 18 DAY OF April, 2017.

NASH FINANCING, LLC,
A DELAWARE LIMITED LIABILITY COMPANY

BY: NORTH AMERICA SEKISUI HOUSE, LLC,
A DELAWARE LIMITED LIABILITY COMPANY
ITS SOLE MEMBER

BY: Koji Yamada — April 18, 2017
President & C.O.O. — DATE

STATE OF CALIFORNIA)(
COUNTY OF San Diego)(

ON April 18, 2017, BEFORE ME, K. Paxton, PERSONALLY APPEARED, Koji Yamada, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE _____ SEAL

K. PAXTON
COMM. # 2053146
NOTARY PUBLIC-CALIFORNIA
SAN DIEGO COUNTY
MY COMM. EXP. MAR. 29, 2018

GENERAL NOTES:

1) ALL PLAT BOUNDARY CORNERS ARE STAKED WITH 1/2–INCH IRON RODS WITH PLASTIC CAPS STAMPED "STANTEC" UNLESS OTHERWISE INDICATED.
2) GAS SERVICE WILL BE PROVIDED BY ATMOS ENERGY.
3) ELECTRIC SERVICE WILL BE PROVIDED BY ONCOR.
4) A DE FACTO CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION, THIS CERTIFICATE IS VALID UNTIL SUCH TIME AS FEMA REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS AREA.
5) THIS TRACT IS LOCATED WITHIN THE EDWARDS AQUIFER TRANSITION ZONE.
6) WATER AND SEWER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY WILLIAMSON COUNTY M.U.D. NO. 11.
7) ALL BEARINGS SHOWN HEREON ARE REFERENCED TO THE STATE PLANE COORDINATE SYSTEM, TEXAS CENTRAL ZONE IN TERMS OF NAD83/93 DATUM EXPRESSED IN U.S. SURVEY FEET. SURFACE DISTANCES SHOWN HEREON MAY BE CONVERTED TO GRID BY MULTIPLYING BY THE COMBINED FACTOR OF 0.999870053.
8) EXCEPT IN CERTAIN ISOLATED AREAS REQUIRED TO MEET ACCESSIBILITY REQUIREMENTS, THE MINIMUM FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING, OR ONE FOOT ABOVE THE BFE, WHICHEVER IS HIGHER.
9) LOTS 1–4 AND 6A WILL BE PROVIDED ACCESS VIA THE PRIVATE ACCESS AND PUBLIC UTILITY EASEMENT AS SHOWN ON THE PLAT.

GENERAL NOTES (CONTINUED):

10) THIS REPLAT IS SUBJECT TO ALL APPLICABLE RECORDED EASEMENTS AND RESTRICTIONS AS SET FORTH IN THE ORIGINAL PLAT OF TERAVISTA SECTION 24, AS RECORDED IN DOCUMENT NO. 2007091816 IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.
11) ALL SIDEWALKS ARE TO BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.
12) THIS SUBDIVISION IS SUBJECT TO STORM–WATER MANAGEMENT CONTROLS AS REQUIRED BY WILLIAMSON COUNTY SUBDIVISION REGULATIONS, SECTION B11.1, ON NEW DEVELOPMENT THAT WOULD REVOKE SUCH CONTROLS BEYOND EXISTING CONDITIONS.

OWNER'S RESPONSIBILITIES

IN APPROVING THIS PLAT BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IS THE RESPONSIBILITY OF THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS. SAID COMMISSIONERS COURT ASSUMES NO OBLIGATION TO BUILD ANY OF THE STREETS, ROADS OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT OR OF CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. THE COUNTY WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE ROAD SYSTEM AND STREETS.

THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY THE OTHER PARTIES IN THIS PLAT. FLOOD PLAIN DATA, IN PARTICULAR, MAY CHANGE DEPENDING ON SUBSEQUENT DEVELOPMENT. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE STREETS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.

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

I, DAN A. GATTIS, COUNTY JUDGE OF WILLIAMSON COUNTY, TEXAS DO HEREBY CERTIFY THAT THIS MAP OR PLAT, WITH FIELD NOTES ATTACHED HEREON, THAT A SUBDIVISION, TERAVISTA SECTION 5 FINAL PLAT, HAVING BEEN FULLY PRESENTED TO THE COMMISSIONER'S COURT OF WILLIAMSON COUNTY, TEXAS AND BY THE SAID COURT DULY CONSIDERED, WAS ON THIS DAY APPROVED AND SAID PLAT IS AUTHORIZED TO BE REGISTERED AND RECORDED IN THE PROPERTY RECORDS OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

DAN A. GATTIS, COUNTY JUDGE — DATE:
WILLIAMSON COUNTY, TEXAS

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

I, NANCY RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH 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 PLAT RECORDS OF SAID COUNTY, IN DOCUMENT NO.

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

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

BY: _____ DEPUTY

AMENDED FINAL PLAT OF TERAVISTA COM 24

(BEING LOT 6, BLOCK "A", TERAVISTA COM 24 AND THE REMAINING PORTION OF LOT 1, BLOCK "A", TERAVISTA SECTION 24)

DATE: DECEMBER 2016
PREPARED BY:

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

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Drawn by: KWA Approved by: MJJ Project No.: 222010203 File: V:\2220\ACTIVE\222010203\222010203PL3.dwg

SHEET 2 OF 2

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Commissioners Court - Regular Session **20.**

Meeting Date: 04/25/2017

WCEMS New Member Recognition

Submitted By: Michael Knipstein, EMS

Department: EMS

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on recognizing the newest members of Williamson County EMS.

Background

Williamson County EMS would like to recognize our newest members and their successful completion of the training academy.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	04/12/2017 11:55 AM
Form Started By: Michael Knipstein		Started On: 04/12/2017 11:40 AM
Final Approval Date: 04/12/2017		

Commissioners Court - Regular Session **21.**

Meeting Date: 04/25/2017

Clean Air Week 2017

Submitted For: Terry Cook **Submitted By:** Garry Brown, Commissioner Pct. #1

Department: Commissioner Pct. #1

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on proclamation designating May 1 - 7, 2017 as Air Quality Awareness Week in Williamson County.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Air Quality Week proclamation

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	04/20/2017 10:04 AM
Form Started By: Garry Brown		Started On: 04/19/2017 04:21 PM
Final Approval Date: 04/20/2017		

PROCLAMATION

WHEREAS, air pollution threatens our environment, economy, and the health of Williamson County residents; and

WHEREAS, air pollution knows no geographic boundaries; and

WHEREAS, while air quality is improving in Central Texas, regional air pollution levels were considered "Moderate" or worse on more than a quarter of the days in 2016, according to the national Air Quality Index; and

WHEREAS, children, older adults, people with lung disease, and people with heart disease, make up about two out of every five residents of Central Texas, and are particularly affected adversely by poor air quality; and

WHEREAS, Williamson County advocates for public awareness about the quality of local and regional air quality and asks members of our community to take steps that reduce their exposure to air pollution, as well as, help reduce the emissions that contribute towards poor air quality in the region, such as cutting back on car trips, fueling cars either early in the morning or in the evening, and switching from a gas-powered lawnmower to an electric one, if possible; and

WHEREAS, Williamson County is a member of the Central Texas Clean Air Coalition of the Capital Area Council of Governments (CAPCOG) and supports the Coalition's efforts to promote regional air quality;

NOW THEREFORE BE IT PROCLAMED, that the Williamson County Commissioners Court hereby declares May 1 - May 7, 2017, as Air Quality Awareness Week, and encourages our residents and employees to educate themselves about air quality, including through CAPCOG's Air Central Texas (ACT) website www.aircentraltexas.org, and to promote air quality and its awareness within the community.

Signed on this date: _____

_____

Dan Gattis, County Judge

_____

Terry Cook, Commissioner Precinct 1

_____

Valerie Covey, Commissioner Precinct 3

_____

Cynthia Long, Commissioner Precinct 2

_____

Larry Madsen, Commissioner Precinct 4

Commissioners Court - Regular Session **22.**

Meeting Date: 04/25/2017

Presentation by Alvin Lankford

Submitted By: Ashlie Koenig, Budget Office

Department: Budget Office

Agenda Category: Regular Agenda Items

Information

Agenda Item

Hear presentation from Alvin Lankford, Chief Appraiser, Williamson Central Appraisal District.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	03/31/2017 10:35 AM
Form Started By: Ashlie Koenig		Started On: 03/30/2017 04:42 PM
Final Approval Date: 03/31/2017		

Commissioners Court - Regular Session **23.**

Meeting Date: 04/25/2017

Unified Communication System project presentation

Submitted By: Richard Semple, Information Technology

Department: Information Technology

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on a presentation about the County's Unified Communication System project.

Background

This item is related to the Unified Communications system project quote, SOW and service contract item also on the agenda. This is the background and key points related to that item. No action is required.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	04/20/2017 11:51 AM
Form Started By: Richard Semple		Started On: 04/20/2017 11:09 AM
Final Approval Date: 04/20/2017		

Commissioners Court - Regular Session **24.**

Meeting Date: 04/25/2017

Cisco phone system

Submitted By: Kerstin Hancock, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving quote, scope of work, and services contract between Networked Solutions, LLC and Williamson County, for a Cisco Unified Communications System and implementation services under DIR-TSO-2542 in the amount of $851,025.50

Background

The County has evaluated several options for our phone system including upgrading or changing to another system. After an evaluation by Technology staff and a group of representatives from several departments, changing our system to the Cisco Unified Communications System was the best fit and value for the County. This is in-budget and will be paid for with capital funds, if approved.
Link to DIR contract:
http://dir.texas.gov/View-Search/Contracts-Detail.aspx?contractnumber=dir-tso-2542

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Presidio SOW
Presidio Quote
Services Contract
DIR contract
DIR appendix A

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	04/20/2017 11:51 AM
Form Started By: Kerstin Hancock		Started On: 04/20/2017 11:23 AM
Final Approval Date: 04/20/2017		

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PRESIDIO

Cisco Collaboration Professional Services

PROPOSAL

WILLIAMSON COUNTY

MARCH 23, 2017

DocuSign Envelope ID: 66CC7779-F783-4697-9EA2-94CD5D5ABA5F

PROPOSAL TEAM

Name	Company/Function	Phone	Email
John Welsh	Presidio/Solutions Architect	512.795.7171	jwelsh@presidio.com
Brett Marlier	Presidio/Account Manager	512.818.0010	bmarlier@presidio.com

REVISION HISTORY

Revision	Revision Date	Name	Notes
1.0	03/23/2017	Brett Marlier	Initial Delivery to Client

Notices:

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PRESIDIO

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1. EXECUTIVE OVERVIEW

1.1. Introduction

Presidio Networked Solutions Group, LLC, a wholly owned subsidiary of Presidio Networked Solutions, LLC ("Presidio") is pleased to propose the following solution to Williamson County. This Proposal summarizes the results of the Envisioning and Proposal Phases and details the efforts and conclusions of the Vision and Proposal Teams. This document provides a roadmap for the proposed solution and a foundation for the Systems Engineering and Planning Phase.

1.2. Situation

Williamson County is one of the fastest growing counties in the country and currently has a population of over 540,000 citizens. Currently, the county utilizes an Avaya phone system, Microsoft Skype for Business Instant Messaging, and a Cisco network and is evaluating proposals to replace the aging phone system. The proposals requested are to include phone system, integration with Skype for Business, unified messaging, E911 service, and contact center solutions.

1.3. Client Considerations

Communications within the county is a critical component in working with citizens. The Cisco UC suite of applications provides an "always on" solution that Williamson County will be able to leverage to great success. Presidio will follow best practices and work in tandem with the associated teams at Williamson County to ensure that this critical component comes online with minimal disruption to county communications.

1.4. Solution Overview

Presidio is recommending a suite of Cisco Unified Communications applications that will allow Williamson County to meet the needs of their users, as well as provide a foundation that will support the county well into the future. These core applications will not only provide dial-tone and voicemail, but can also be used to provide video services, call center, and unified messaging services. The solution is designed to cover all locations within Williamson County as well as provide a platform that can expand with district growth. Presidio will work with the associated teams at Williamson County to plan and execute on the deployment and configuration of the Cisco collaboration environment to all end users.

Williamson County has selected four phones to be included in this project as follows:

- Cisco 8811 – the bulk of end users will receive this standard grey scale screen desk phone.
- Cisco 8845 – for users that need Bluetooth, the Cisco 8845 will provide connectivity for headsets as well as a 720p video camera for video calling.
- Cisco 8851 – if users need a sidecar for additional line or speed dial buttons, the 8851 can accommodate up to two 36 button side cars.
- Cisco 8831 – the Cisco 8831 is an IP conference phone good for medium to large conference rooms.

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Presidio will deploy several applications as part of this project including:

- Cisco Unified Communications Manager 11.5 – this software is the core of the communications platform. It acts as a central registration point for phones and also provides and integration point for all other platforms.
- Cisco Unity Connection 11.5 – Unity Connection is the voicemail and unified messaging platform that will be deployed with the system
- Cisco Unified Contact Center Express 11.5 – the contact center provides voice and multi-channel functionality for the county. The requirements for the voice contact center are a standard IVR system with queuing and ACD for call center agents.
- Cisco Emergency Responder 11.5 – Emergency responder works with your E911 carrier to provide station tracking and internal notification when 911 is dialed.
- Singlewire Informacast – Informacast provides notifications for phone paging, panic buttons and more
- CUCI – Cisco Unified Communications Integration for Skype for Business is an additional program that installs alongside Skype for Business to add audio and video communications from the Cisco platform into the Microsoft product.

The following sites and device counts will be deployed for the system:

Site Name	**8811 Phones**	**8851 Phones**	**Analog Devices**	**Conference Phones**
Round Rock Annex	91	3	11 (3xFXS on existing router)	0
Jester Annex	61	3	7 (2xFXS on existing router)	0
Cedar Park Annex	75	14	20 (VG310)	0
Justice Center	267	8	96 – Includes Sherriff's office (VG320 + VG310)	4
Sherriff's Office	186	3	See Justice Center	1
EMS 8th St.	0	0	0	1
Historic Courthouse	46	2	6 (VG204 + VG202)	0
Tax Office	62	1	4 (VG204)	2

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URS	82	1	4 (VG204)	2
Juv Justice Center	138	1	20 (VG310)	0
Lott	7	0	0	0
Animal Shelter	10	0	0	0
ESOC	91	2	34 (VG320)	0
WCCAD	78	0	2 (VG202)	0
Inner Loop Annex	159	28	11 (4300 gateway)	0
Parks	12	0	0	0
CTTC	22	0	0	0
Hutto	13	0	0	0
Taylor	83	6	24 (VG310)	0

Additionally, the following PSTN connections will be serviced by the new unified communications solution:

Site Name	**PSTN Type**	**Serviced By**
Round Rock Annex	PRI (1)	Existing 4300 Router (NIM card added for PRI support)
Jester Annex	PRI (1)	Existing 4300 Router (NIM card added for PRI support)
Cedar Park Annex	PRI (1)	Existing 4300 Router (NIM card added for PRI support)
Justice Center	PRI (4)	Two 4300 Routers were quoted to support these four PRIs
ESOC	PRI (2)	Existing 4300 Router (NIM card added for PRI support)
Taylor	PRI (2)	Existing 4300 Router (NIM

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		card added for PRI support)

Williamson County has opted to deploy phones on their own and as such, phone deployment is not included in this project proposal.

1.5. Project and Deployment Strategy

During the planning phase, Presidio will work with Williamson County to define configuration details, a project deployment timeline, and define items that will be tested and how training will be delivered. As a result of the planning phase, Presidio will provide a the following:

- Systems Engineering Report
- Verification and Testing Plan
- Training Plan

Once Williamson County has agreed to the content of these plans that detail the configuration, training and testing aspects of the project.

After planning phase documents are accepted, Presidio will work with Williamson County to deploy the solution on the schedule and with the configuration detailed that were selected during the planning phase.

1.6. Impact

This project is recommended as a means of replacing the aging communications infrastructure that is in place at Williamson County and as a way to improve business critical communications. The investment in the proposed solution will help to consolidate and reduce costs will improving reliability and customer and employee satisfaction. By deploying a new Cisco solution the county ensures long term support from a stable unified communications system.

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2. SYSTEMS ENGINEERING AND PLANNING PHASE

2.1. Introduction

The Systems Engineering Planning Phase is the detailed planning and design that incorporates discovery, analysis, and knowledge transfer. The results of this phase are detailed design recommendations and a specific project plan.

2.2. Systems Engineering and Planning Phase Scope of Work

2.2.1. Systems Engineering and Planning Phase Tasks

The following Systems Engineering and Planning Phase tasks will be performed during this phase:

- Project Kickoff Meeting
- Verification of roles and responsibilities
- Design Workshops
- Completion of Systems Engineering Report
- Finalization of Bill of Materials (BOM)

2.2.2. Systems Engineering and Planning Phase Elements

The following elements will be identified, reviewed and/or defined in the Systems Engineering and Planning Phase:

2.2.2.1. UCS Server/VMWare

- Validate required rack space and power by data center
- Determine UCS server management IP addressing
- Determine VMware IP addressing and authentication
- Define virtual machines that will be deployed in virtual environment
- Determine Cisco UC application requirements
- Validate vSphere versions
- Validate storage and compute requirements

2.2.2.2. Telephony System Review

- System addressing
- Site transition schedule
- Define call flows desired
- Phone numbers and DIDs
- Operator/receptionist call flows

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- Automated Attendants
- Dial plan
- Call processing
- Telecommunications and circuits
- Voice gateway
- Call routing and overflow
- Caller ID
- Directory services
- Music on hold
- Conferencing
- Call reporting
- Faxing
- Analog devices
- Site naming conventions
- System speed dials
- Emergency Calling services
- High availability
- Backup and disaster recovery

2.2.2.3. Phone Features Review

- Standard features
- Advanced features
- Soft key templates
- Phone backgrounds
- Call waiting
- Intercom
- Paging through the phones
- Phone counts and types
- Phone licensing
- Phone layouts
- Multiple call handling
- Phone attachments

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- Mobility features
- Self service access
- Personal speed dials
- Quality reporting tool
- Call forwarding permissions

2.2.2.4. Unified Messaging Review

- Current voicemail system information
- New system addressing
- Mailbox transition plan
- Voicemail networking
- Voice message access
- Voicemail transfer
- Outbound message notification
- Call coverage (0 out)
- Auto attendants
- Group voicemail
- Schedules
- Holidays
- Advanced features
- Voicemail directory
- Message retention policy
- High availability
- Unified messaging

2.2.2.5. CUCI

- Define CUCI requirements
- Identify users for initial CUCI configuration and deployment
- System requirements

2.2.2.6. Emergency Responder

- System addressing and authentication
- E911 provider information
- ERL definition

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- Switch requirements

2.2.2.7. Contact Center Express

- System addressing
- Identify contact center agents
- Define up to two queues for call distribution
- Develop basic call flows for scripting
- Define prompts to be recorded

2.2.2.8. PSTN Voice Gateways

- Define voice gateway IP addressing
- Identify PSTN requirements
- Assign hardware to appropriate locations to support PSTN access
- Dial plan definition per gateway

2.2.2.9. Analog Voice Gateways

- Define gateway IP addressing
- Define analog endpoints to be configured

2.2.2.10. Informacast

- System IP Addressing
- Define paging groups to be created
- Define paging access numbers
- Determine if access will be restricted

2.2.2.11. Training Plan

- Develop admin training plan
- Develop train-the-trainer training plans
- Reporting requirements
- Password protection requirements

2.2.2.12. Support Plan

- Develop test plan
- Initial go live and freeze period
- Ongoing solutions support

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2.3. Systems Engineering and Planning Phase Deliverables

The following deliverables will be created by Presidio and provided to Williamson County as part of the Systems Engineering and Planning Phase Deliverables:

Document	Description
Systems Engineering Report	Detailed design; project logistics including schedule and training plans; finalized Execution Phase scope and pricing (to be signed prior to moving into Execution Phase)
Verification Plan	Verification criteria for testing and quality assurance (to be signed prior to moving into Execution Phase)
Training Plan	Identifies items that will be covered in the train-the-trainer session

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3. EXECUTION PHASE

3.1. Execution Phase Preliminary Scope of Work

The following Execution Phase tasks will be performed during this phase:

3.1.1. UCS/Virtualization

- Rack mount and connect UCS servers for collaboration environment
- Assign IP address to management interface
- Install VMware and assign address and authentication
- Download Cisco application OVAs and install

3.1.2. Cisco Unified Communications Manager Release 11.5

- Download/Install ISO
- Download/Install license files
- Install CUCM 11.5 in client's virtual environment
- Install required licenses for site specific end users/devices
- Install the site specific dial-plan as per planning session
- Configure redundancy settings
- Configure site end users and devices
- Configure remaining site specific call control parameters
- Configure off box SFTP backup settings
- Configure administrative access and security controls
- Configure end-user self-service portal
- Configure integration with Active Directory and LDAP settings

3.1.3. Cisco Unity Connection (Voicemail)

- Download/Install ISO
- Install required licenses to support end users at each location
- Configure end user voicemail templates specific for each location
- Configure CUCM integration
- Configure integration with Active Directory
- Import users for new sites
- Configure up to two auto attendants per location, as per planning session
- Configure any required distribution groups

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- Configure high availability and failover

3.1.4. CUCI

- Bulk import users for CUCI devices
- Install and test up to ten CUCI software instances to ensure proper operation
- Provide information to county on how to deploy CUCI software

3.1.5. Emergency Responder

- Download/Install ISO
- Configure integration with CUCM
- Configure integration with switches for device tracking
- Configure up to one emergency location per physical address
- Configure notification settings. If required

3.1.6. Contact Center Express

- Download/Install ISO
- Configure CSQ and assign resources (agents) to queue
- Configure voice agents
- Configure teams and supervisors for teams
- Build basic IVR script with two level menu and ACD queueing
- Deploy social miner server in DMZ
- Configure chat and e-mail queues
- Configure chat and e-mail agents
- Provide chat embed code to Williamson County to implement in their web site

3.1.7. Voice Gateways

- Configure gateway parameters to register to the CUCM
- Configure any required dial-peers
- Configure required class of restrictions
- Configure PSTN connectivity
- Provide map of analog port to Williamson County for termination

3.1.8. Informacast

- Download/Install ISO
- Install licensing

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- Configure integration with CUCM
- Configure paging zones and assign phones as necessary

3.1.9. Training

- Provide up to 8 hours of administrative knowledge transfer
- Provide up to 8 hours of train-the-trainer training

3.1.10. Cutover

- Migrate PRI connections to Cisco voice gateways
- Test connectivity to all systems based on test plan
- Provide day to support according to site size:
  - 60 phones or less: 4 hours
  - More than 60 phones: 8 hours

3.2. Execution Phase Deliverables

The following deliverables will be created by Presidio and provided to Williamson County as part of the Execution Phase Deliverables:

Document	Description
Final Project Documentation	Final Project Documentation as defined in the Systems Engineering Report
Verification Testing Results	Results of the Verification Plan agreed to in the Systems Engineering & Planning Phase
Project Completion and Acceptance	Agreement that project is complete

3.3. Change Management Process

Presidio emphasizes detailed planning and design prior to any complex systems project. One of the reasons for this approach is to avoid any change orders during the Execution Phase that could affect budget, schedules, or business interruptions. During and upon completion of the Systems Engineering and Planning Phase Presidio will review all detailed system design and features so that when implementation begins there will be no surprises. However, there are times when a change order will be requested by the client upon completion of the Systems Engineering and Planning Phase and if this happens the change request will be considered an addendum to this proposal and the Systems Engineering and Planning documents and will be performed accordingly.

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4. ASSUMPTIONS

The following project assumptions are made and will be verified as part of the Systems Engineering and Planning Phase:

1. Williamson County will be responsible for receiving all equipment, verifying inventory, and acknowledging receipt of inventory to Presidio
2. Any changes to phone or system configuration after approval of SER will require a project change request.
3. Only sites and locations listed in this document will be addressed and included in this project.
4. Performance of scope items not included in this proposal are outside the scope of this project and will necessitate the execution of a project change request and may result in a change of project approach, staffing, and/or pricing
5. Williamson County will provide all data racks, cabling, power, and UPS needed for this project, unless otherwise noted in this document.
6. Customer will locate and connect all analog devices to equipment configured by Presidio
7. Customer will provide remote VPN access to the assigned Presidio engineer for access to the UC applications.
8. SWSS contracts are purchased and valid for all software used in this project.
9. Cisco SMARTNet and/or Presidio support services maintenance is current on any existing Cisco equipment that is part of this project
10. Customer will work with wide area network provider for tasks such as, but not limited to, circuit ordering, delivery schedules, coordination of turn-up.
11. Presidio will provide provisioning information and coordination support to Williamson County upon request.
12. Customer will work with local telephone providers to provide local analog and digital telephone circuits as well as DIDs and/or other telephone services. Presidio will provide recommended QoS and security settings for the services included in this project.
13. Customer will obtain all hardware, software, and licensing required to support this project.
14. Customer will have a working SFTP backup solution and will be responsible for changes required to back up the new environment.
15. Unless separately agreed upon, all activities during the Systems Engineering and Planning Phase will be performed during normal business hours: Monday through Friday, 8:00 AM to 5:00 PM.
16. Customer will dispose of all equipment retired as part of this project.
17. Customer will approve and sign-off the Systems Engineering Report prior to Presidio commencing the execution phase, including staging, configuring, or installing the equipment.
18. Customer will provide necessary public/Private IPs and certificates to support all aspects of the solution.
19. Active Directory is already deployed and in a stable state prior to beginning the project.

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20. Presidio is not responsible for any other configurations of any systems not defined in this scope of work.
21. Presidio may engage subcontractors and third parties in performing a portion of this work.
22. Up to ten CUCI clients will be deployed to demonstrate to Williamson County how they can deploy the remaining clients
23. End user training will be provided as a single train-the-trainer session for the county.
24. Administrative training will be provided in a single 8-hour session
25. There will be up to two call center queues deployed by Presidio
26. No database integration is currently required for configuration of the call center.
27. Callback is not included as a configuration item in this scope of work.
28. Customer is responsible for making changes to the network such as VLAN tagging, IP addressing, and DHCP scope creation/modification.
29. Customer will provide a DMZ server for installation of the Social Miner server

Phone and Gateway Deployment Assumptions

1. Williamson county will deploy all phones
2. Sufficient power and rack space is available for voice and analog gateways to be deployed at each location
3. PSTN and analog devices will be connected to gateways by customer
4. Customer is responsible for ensuring cross connects between patch panel and network switch are completed.

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5. PRICING

Presidio will invoice Williamson County based on the project milestone(s) listed below:

Billing Milestone	Fixed / Estimated	Amount
Systems Engineering and Planning Phase Complete*	Fixed	$ 36,600.00
Execution Phase Complete**	Fixed	$ 39,630.00
Round Rock Annex	Fixed	$ 7,005.00
Jester Annex	Fixed	$ 5,325.00
Cedar Park Annex	Fixed	$ 7,455.00
Justice Center	Fixed	$ 13,395.00
Sherriff's Office	Fixed	$ 7,680.00
Historic Court House	Fixed	$ 4,875.00
Tax Office	Fixed	$ 4,875.00
URS	Fixed	$ 6,390.00
Juvenile Justice Center	Fixed	$ 7,455.00
Lott	Fixed	$ 2,017.50
Animal Shelter	Fixed	$ 2,017.50
ESOC	Fixed	$ 7,455.00
WCCAD	Fixed	$ 6,165.00
Inner Loop Annex	Fixed	$ 8,295.00
Parks	Fixed	$ 2,017.50
CTTC	Fixed	$ 3,360.00
Hutto	Fixed	$ 3,355.00
Taylor	Fixed	$ 8,780.00

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Informacast	Fixed	$ 5,100.00
Total		**$189,247.50**

Invoices should be sent to the following address:

Williamson County
Attn: Accounts Payable
301 SE Inner Loop
Georgetown, TX 78628

Expenses

Any travel and incidental expenses incurred by Presidio in association with the execution of this Proposal are included in the pricing listed above.

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6. TERMS AND CONDITIONS

This Proposal/Project is governed by the terms and conditions established in Presidio-DIR Contract Number DIR-TSO-2542.

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PRESIDIO

7. AUTHORIZATION TO PROCEED

The use of signatures on this Proposal is to ensure agreement on project objectives and the work to be performed by Presidio.

Presidio signature signifies our commitment to proceed with the project as described in this document. Please review this document thoroughly, as it will be the basis for all work performed by Presidio on this project.

This Proposal is valid for a period of sixty (60) days from the date that this proposal is provided by Presidio to Williamson County unless otherwise agreed to by both parties.

Williamson County

Signature Date

Printed Name

Presidio Networked Solutions Group, LLC

DocuSigned by:
Julie Brasher 4/18/2017
B3ED2EE903D24F8...

Signature Date

Julie Brasher, Area Vice President, Finance and Operations

Printed Name & Title

Please sign and return the entire document to bmarlier@presidio.com.

Thank you!

PRESIDIO
Go DIRect

QUOTE: 2003117700620-09

DATE: 04/12/2017
PAGE: 1 of 4

TO:

Williamson County
Richard Semple
301 SE Inner Loop
Suite 106
Georgetown, TX 78626

rsemple@wilco.org
(p) 512-943-1489

FROM:

Presidio Networked Solutions Group, LLC
Brett Marlier
10415 Morado Circle
The Campus Building 1
Suite 320
Austin, TX 78759

bmarlier@presidio.com
(p) 512.961.3958

Customer#: WILLI035

Contract Vehicle: Texas DIR-TSO-2542 CISCO Branded Product and Related Services

Account Manager: Brett Marlier
Inside Sales Rep: Greg Hubbard
Title: UCSystem - 1 Year Smartnet

#	Part #	Description	Unit Price	Qty	Ext Price
BE7M-M4-K9					
1	BE7M-M4-K9	Cisco Business Edition 7000M Svr (M4), Export Restricted SW	$10,997.25	3	$32,991.75
2	CON-SNT-BE7MM4K9	SNTC-8X5XNBD Cisco Business Edition 7000M Server, Exp	$318.00	3 for 12 mo(s)	$954.00
3	VMW-VS6-FND-K9	Embedded License, Cisco UC Virt. Foundation 6.x (2-socket)	$1,074.57	3	$3,223.71
4	CON-ECMU-VMWVS6FN	SWSS UPGRADES Embedded License, Cisco UC Virt. Foundat	$225.00	3 for 12 mo(s)	$675.00
				Total:	**$37,844.46**
NIM-4FXS=					
5	NIM-4FXS=	4-Port Network Interface Module - FXS, FXS-E and DID	$494.50	5	$2,472.50
				Total:	**$2,472.50**
R-UCL-UCM-LIC-K9					
6	LIC-CUCM-11X-ENH-A	UC Manager-11.x Enhanced Single User License	$90.30	20	$1,806.00
7	CON-ECMU-LICXENHA	SWSS UPGRADES UC Manager-11.x Enhanced Single User-Und	$24.75	20 for 12 mo(s)	$495.00
8	LIC-CUCM-11X-ESS-A	UC Manager-11.x Essential User License	$17.20	282	$4,850.40
9	CON-ECMU-LICMESSA	SWSS UPGRADES UC Manager-11.x Essential User License U	$4.50	282 for 12 mo(s)	$1,269.00
				Total:	**$8,420.40**
CCX-11-ADD-K9					
10	CCX-11-A-P-LIC	CCX 11.0 PRE Seat Qty 1 ADDON LICENSE ONLY	$857.85	25	$21,446.25
11	CON-ECMU-CC11APLC	SWSS UPGRADES CCX 11.0 PRE Seat Qt	$240.00	25 for 12 mo(s)	$6,000.00
12	CCX-11-PHA-LIC	CCX 11.0 PRE HA LICENSE ONLY	$6,447.85	1	$6,447.85
				Total:	**$33,894.10**
R-CUWL-STD-K9					
13	CON-ECMU-SSLEDB	SWSS UPGRADES Services Mapping SKU, 1K-10K UWL STDuser	$37.50	1555 for 12 mo(s)	$58,312.50
14	CON-ECMU-CCX10NPL	SWSS UPGRADES CCX 10.0 PRE Seat Qty 1 LICENSE ONLY	$222.00	25 for 12 mo(s)	$5,550.00
15	NEW-UWL-STD-SLED	New CUWL Standard Edition Usr, SLED/Govt/Edu Only, 1 Usr	$139.75	1555	$217,311.25
16	CCX-10-25P	CCX 10 premium 25 seat Promo Bundle	$14,832.85	1	$14,832.85
				Total:	**$296,006.60**
CP-8811-K9=					

17	CP-8811-K9=	Cisco IP Phone 8811 Series	$191.35	1483	$283,772.05
				Total:	**$283,772.05**
CP-8831-K9=					
18	CP-8831-K9=	Cisco 8831 Base/Control Panel for North America	$642.85	15	$9,642.75
19	CON-SNT-CP8831K9	SNTC-8X5XNBD Cisco 8831 IP Confer Phone w/ controller	$42.00	15 for 12 mo(s)	$630.00
				Total:	**$10,272.75**
CP-8851-K9=					
20	CP-8851-K9=	Cisco IP Phone 8851	$264.45	11	$2,908.95
				Total:	**$2,908.95**
VG350-144FXS/K9					
21	VG350-144FXS/K9	Cisco VG350 144 FXS Bundle	$10,535.00	1	$10,535.00
22	CON-SNT-VG35014	SNTC-8X5XNBD Cisco VG350 144 FXS Bundle	$1,286.25	1 for 12 mo(s)	$1,286.25
				Total:	**$11,821.25**
VG204XM					
23	VG204XM	Cisco VG204XM Analog Voice Gateway	$556.85	6	$3,341.10
24	CON-SNT-VG204XM	SNTC-8X5XNBD Cisco VG204 Analog V	$78.00	6 for 12 mo(s)	$468.00
				Total:	**$3,809.10**
VG202XM					
25	VG202XM	Cisco VG202XM Analog Voice Gateway	$341.85	2	$683.70
26	CON-SNT-VG202XM	SNTC-8X5XNBD Cisco VG202XM Analog	$48.00	2 for 12 mo(s)	$96.00
				Total:	**$779.70**
CP-8845-K9=					
27	CP-8845-K9=	Cisco IP Phone 8845	$247.25	61	$15,082.25
				Total:	**$15,082.25**
C1-CISCO4331/K9					
28	C1-CISCO4331/K9	Cisco ONE ISR 4331 (3GE,2NIM,1SM,4G FLASH,4G DRAM,IPB)	$1,419.00	2	$2,838.00
29	CON-SNT-C14331K9	SNTC-8X5XNBD C1 ISR 4331 (2GE,2NIM,1SM,4G FLASH)	$224.40	2 for 12 mo(s)	$448.80
30	C1F1PISR4330SK9	Cisco ONE Foundation Perpetual License ISR 4331	$860.00	2	$1,720.00
31	CON-ECMU-C1F4330S	SWSS UPGRADES C1 Foundation Perpetual Lic ISR 4331	$272.00	2 for 12 mo(s)	$544.00
32	C1AUPISR4330SK9	Cisco ONE Advanced UC Perpetual License ISR 4331	$731.00	2	$1,462.00
33	CON-ECMU-C1A4330S	SWSS UPGRADES C1 Advanced UC Perpetual Lic ISR 4331	$216.75	2 for 12 mo(s)	$433.50
34	C1-CUBEE-STD	Cisco ONE license for CUBE Standard Single Session	$34.40	300	$10,320.00
35	CON-ECMU-C1CUBEES	SWSS UPGRADES Cisco ONE license for CUBE Standard Si	$9.75	300 for 12 mo(s)	$2,925.00
36	PVDM4-32U128	PVDM4 32-channel to 128-channel factory upgrade	$2,064.00	2	$4,128.00
				Total:	**$24,819.30**
CCX-11-MED-K9					
37	CCEH-SM-V110-K9	Media kit for SocialMiner 11.0	$43.00	1	$43.00
				Total:	**$43.00**

R-EMRGNCY-RSPNDR					
38	ER11-USR-1	EMRGNCY RSPNDR USR LIC 1 PHN FOR NEW 11X SYSTEM	$8.60	1566	$13,467.60
39	CON-ECMU-ER11USR1	SWSS UPGRADES EMRGNCY RSPNDR USR LIC 1 PHN FOR NEW 11X	$1.50	1566 for 12 mo(s)	$2,349.00
				Total:	**$15,816.60**
SP-INFMCST-1-1K=					
40	SP-INFMCST-1-1K=	1YR InformaCast Advance Subscription 1K Endpoints	$7,616.59	1	$7,616.59
				Total:	**$7,616.59**
SP-INFMCST-1-250=					
41	SP-INFMCST-1-250=	1YR InformaCast Advance Subscription 250 Endpoints	$2,132.80	3	$6,398.40
				Total:	**$6,398.40**
42	Discount-HARDWARE	Discount-HARDWARE	($100,000.00)	1	($100,000.00)
Presidio Professional Services					
43	PS-SVC-FF	Fixed Fee for Presidio employee labor	$36,600.00	1.0000	$36,600.00
		Deliverable: Systems Engineering and Planning			
44	PS-SVC-FF	Fixed Fee for Presidio employee labor	$39,630.00	1.0000	$39,630.00
		Deliverable: Execution Phase			
45	PS-SVC-FF	Fixed Fee for Presidio employee labor	$7,005.00	1.0000	$7,005.00
		Deliverable: Round Rock Annex			
46	PS-SVC-FF	Fixed Fee for Presidio employee labor	$5,325.00	1.0000	$5,325.00
		Deliverable: Jester Annex			
47	PS-SVC-FF	Fixed Fee for Presidio employee labor	$7,455.00	1.0000	$7,455.00
		Deliverable: Cedar Park Annex			
48	PS-SVC-FF	Fixed Fee for Presidio employee labor	$13,395.00	1.0000	$13,395.00
		Deliverable: Justice Center			
49	PS-SVC-FF	Fixed Fee for Presidio employee labor	$7,680.00	1.0000	$7,680.00
		Deliverable: Sherriff's Office			
50	PS-SVC-FF	Fixed Fee for Presidio employee labor	$4,875.00	1.0000	$4,875.00
		Deliverable: Historic Court House			
51	PS-SVC-FF	Fixed Fee for Presidio employee labor	$4,875.00	1.0000	$4,875.00
		Deliverable: Tax Office			
52	PS-SVC-FF	Fixed Fee for Presidio employee labor	$6,390.00	1.0000	$6,390.00
		Deliverable: URS			
53	PS-SVC-FF	Fixed Fee for Presidio employee labor	$7,455.00	1.0000	$7,455.00
		Deliverable: Juvenile Justice Center			
54	PS-SVC-FF	Fixed Fee for Presidio employee labor	$2,017.50	1.0000	$2,017.50
		Deliverable: Lott			
55	PS-SVC-FF	Fixed Fee for Presidio employee labor	$2,017.50	1.0000	$2,017.50
		Deliverable: Animal Shelter			
56	PS-SVC-FF	Fixed Fee for Presidio employee labor	$7,455.00	1.0000	$7,455.00
		Deliverable: ESOC			

57	PS-SVC-FF	Fixed Fee for Presidio employee labor	$6,165.00	1.0000	$6,165.00
		Deliverable: WCCAD			
58	PS-SVC-FF	Fixed Fee for Presidio employee labor	$8,295.00	1.0000	$8,295.00
		Deliverable: Inner Loop Annex			
59	PS-SVC-FF	Fixed Fee for Presidio employee labor	$2,017.50	1.0000	$2,017.50
		Deliverable: Parks			
60	PS-SVC-FF	Fixed Fee for Presidio employee labor	$3,360.00	1.0000	$3,360.00
		Deliverable: CTTC			
61	PS-SVC-FF	Fixed Fee for Presidio employee labor	$3,355.00	1.0000	$3,355.00
		Deliverable: Hutto			
62	PS-SVC-FF	Fixed Fee for Presidio employee labor	$8,780.00	1.0000	$8,780.00
		Deliverable: Taylor			
63	PS-SVC-FF	Fixed Fee for Presidio employee labor	$5,100.00	1.0000	$5,100.00
		Deliverable: Informacast			
		Total (Presidio Professional Services):			**$189,247.50**

Sub Total:	**$851,025.50**
Grand Total:	**$851,025.50**

This quote is governed by Terms and Conditions of Texas DIR-TSO-2542 Contract.
State of Texas Vendor ID 17605152499
Standard-Terms-for-Purchase-of-Services or Goods
Quote valid for 30 days from date shown above.
Prices may NOT include all applicable taxes and shipping charges
All prices subject to change without notice. Supply subject to availability.

Purchase Order should be issued to:
Presidio Networked Solutions Group, LLC
1955 Lakeway Drive, Suite 220
Lewisville, TX 75057

Pursuant to this contract your PO must reflect the following contract:
Texas DIR-TSO-2542
Tax ID# 58-1667655; Size Business: Large; CAGE Code: OKDO5; DUNS#15-405-0959; CEC 15-506005G
Credit: Net 30 days (all credit terms subject to prior Presidio credit department approval)
Delivery: FOB Terms Dictated by individual PO details

Customer hereby authorizes and agrees to make timely payment for products delivered and services rendered, including payments for partial shipments

Customer Signature _____ Date _____

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THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

SERVICES CONTRACT
VIA TEXAS DIR-TSO-2542
CISCO BRANDED PRODUCT & RELATED SERVICES
(Presidio Networked Solutions Group, LLC)

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 **Presidio Networked Solutions Group, LLC** (hereinafter "Service Provider"), with principal offices in Austin, Texas. The County agrees to engage Service Provider as an independent contractor, to assist in providing certain operational goods and services pursuant to the State of Texas Department of Information Resources Contract for Products and Related Services (hereinafter "DIR-TSO-2542") and the following terms, conditions, and restrictions included herein. In the event of a conflict between this Contract and DIR-TSO-2542, the DIR-SDD-~~1951~~ 2542 term shall control.

DS JB

I.

No Agency Relationship & Indemnification: It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with The County, nor shall Service Provider hold himself out as an agent or official representative of The County. Service Provider shall be considered an independent contractor for the purpose of this agreement and shall in no manner incur any expense or liability on behalf of The County. Service Provider's indemnification of The County against claims arising under or related to this Contract and Service Provider's liability for damages of any kind shall be in accordance with the terms of DIR-TSO-2542.

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II.

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

III.

Assignment: In accordance with the terms of DIR-TSO-2542, Service Provider's assignment of this Contract shall require a mutually agreed written Contract amendment

IV.

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

V.

Consideration and Compensation: Service Provider will be compensated based on the attached Quote, dated April 12, 2017, which is designated as Exhibit "A" and incorporated herein as if copied in full. **The not-to-exceed amount under this agreement is $851,025.50, 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.

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:

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1. **As described in the attached Quote, which is designated as Exhibit "A" and incorporated herein as if copied in full;**

2. **As described in Service Providers Proposal/Statement of Work, which is marked as proprietary/confidential information and incorporated herein as if copied in full; and**

3. **DIR-TSO-2542 and related documents, including Appendix A, Standard Terms and Conditions, incorporated herein as if copied in full.**

VII.

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

As described in Service Provider's Proposal/Statement of Work, dated March 23, 2017, and further detailed in attached Quote, dated April 12, 2017. Both documents are incorporated herein as if copied in full.

VIII.

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

IX.

Confidentiality: Service Provider expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

X.

Termination: This agreement may be terminated at any time at the option of either party, without *future or prospective* liability for performance upon giving ninety (90) 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.

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XI.

Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Contract.

XII.

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

XIII.

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

XIV.

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

XV.

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

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XVI.

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

WITNESS the signatures of all parties in duplicate originals this the _____ day of _____, 2017.

WILLIAMSON COUNTY:	SERVICE PROVIDER:
_____	DocuSigned by: Julie Brasher
Authorized Signature	Authorized Signature

DocuSign Envelope ID: E1932ED7-4E60-4860-906E-C08F36469549

Exhibit "A" Quote, dated April 12, 2017,

STATE OF TEXAS
DEPARTMENT OF INFORMATION RESOURCES

CONTRACT FOR PRODUCTS AND RELATED SERVICES

CISCO SYSTEMS, INC.

1. Introduction

A. Parties

This Contract for Products and Related Services ("Contract") is entered into between the State of Texas ("State"), acting by and through the Department of Information Resources ("DIR") with its principal place of business at 300 West 15th Street, Suite 1300, Austin, Texas 78701, and Cisco Systems, Inc. ("Vendor"), with its principal place of business at 170 West Tasman Drive, San Jose, California 95134.

B. Compliance with Procurement Laws

This Contract is the result of compliance with applicable procurement laws of the State. DIR issued a solicitation on the Comptroller of Public Accounts' Electronic State Business Daily, Request for Offer (RFO) DIR-TSO-TMP-215, on December 6, 2013, for Cisco Branded Equipment and Related Services. Upon execution of this Contract, a notice of award for RFO DIR-TSO-TMP-215 shall be posted by DIR on the Electronic State Business Daily.

C. Order of Precedence

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, End User License Agreement; Appendix E, Service Agreement; Appendix F, Non-Entitlement Destroyed Products, Appendix F1, Non-Entitlement Scrapped Products; Appendix F2, Non-Entitlement Stolen Products; Appendix F3, Non-Entitlement Non-Genuine Products; Appendix F4, Non-Entitlement Secondary Market Products; Exhibit 1, Vendor's Response to RFO DIR-TSO-TMP-215, including all addenda; and Exhibit 2, RFO DIR-TSO-TMP-215, including all addenda; are incorporated by reference and constitute the entire agreement between DIR and Vendor. In the event of a conflict between the documents listed in this paragraph, the controlling document shall be this Contract, then Appendix A, then Appendix B, then Appendix C, then Appendix D, then Appendix E, then Appendix F, then Appendix F1, then Appendix F2, then Appendix F3, then Appendix F4, 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 one (1) year commencing on the last date of approval

by DIR and Vendor. Prior to expiration of the original term, DIR may extend the Contract, by amendment for up to three (3) optional one-year terms. Protracted contract negotiations may, in DIR's sole discretion, result in fewer optional renewal terms.

3. Product and Service Offerings

A. Products

Products available under this Contract are limited to Cisco Branded products as specified in Appendix C, Pricing Index. Vendor may incorporate changes to their product offering; however, any changes must be within the scope of the RFO and 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 Cisco Branded services as specified in the RFO and 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.

C. Emerging Technologies and Future Acquisitions

DIR recognizes that technology is ever-evolving and advancing. DIR reserves the right to consider the addition of emerging technology such as next generation, enhancements and upgrades for products or services that are within the scope of data communications and networking equipment and related services. Vendor may propose such products or services throughout the term of the contract. Pricing and terms will be negotiated upon DIR acceptance. Any determination will be at DIR's sole discretion and any decision will be final. In addition, Texas DIR and Vendor may mutually agree to add future acquisitions of Cisco to the contract. Subsequent terms of the acquisition(s) and pricing will be mutually agreed upon in writing and amended under the contract.

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 Net Purchase Price (as later defined in this Section) to Customers pursuant to this Contract is three quarters of one percent (.75%). For example, the administrative fee for sales totaling $100,000 shall be $750.00. "Net Purchase Price" = Vendor's product list price, minus all applicable contract discounts, rebates or value added incentives and excluding sales, use or other applicable taxes, surcharges or like fees, to the extent applicable to an order.

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 thirty (30) days advance written notice to Vendor without further requirement for a formal contract amendment. Any change in the administrative fee shall be incorporated by Vendor 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:
Dana L. Collins, 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: dana.collins@dir.texas.gov

If sent to the Vendor:
Mimi Farr
Cisco Systems, Inc.
2375 E. Camelback Road, 4th Floor
Phoenix, AZ 85016
Phone: 408-527-2627
Email: mimnguye@cisco.com

7. Software License and Service Agreements

A. End User License Agreement

1) Customers acquiring software licenses under the Contract shall hold, use and operate such software subject to compliance with the End User License Agreement set forth in Appendix D of this Contract. No changes to the End User License Agreement terms and conditions may be made unless previously agreed to between Vendor and DIR. Customers may not add, delete or alter any of the language in Appendix D. Vendor and Order Fulfiller shall make the End User License Agreement terms and conditions available to all Customers at all times.

2) Compliance with the End User License Agreement is the responsibility of the Customer. DIR shall not be responsible for any Customer's compliance with the End User License Agreement. If DIR purchases software licenses for its own use under this Contract, it shall be responsible for its compliance with the End User License Agreement terms and conditions.

B. 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.**

C. Service Agreement

Services provided under this Contract shall be in accordance with the Service Agreement as set forth in 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.

D. Conflicting or Additional Terms

In the event that conflicting or additional terms in Vendor Software License Agreements, Shrink/Click Wrap License Agreements, Service Agreements or linked or supplemental documents amend or diminish the rights of DIR Customers or the State, such conflicting or additional terms shall not take precedence over the terms of this Contract.

8. Authorized Exceptions to Contract or any Appendices.

A. Section 3. Definitions, G. Purchase Order is hereby replaced in its entirety as follows:

Purchase Order - the Customer's fiscal form or format, which is used when making a purchase (e.g., formal written Purchase Order, Procurement Card, Electronic Purchase Order, or other authorized instrument). The terms of this agreement supercedes any terms printed on Customer's Purchase Order and any Purchase Order terms are null and void.

B. Section 4. General Provisions, D. Assignment is hereby replaced in its entirety as follows:

DIR or Vendor may assign the Contract without prior written approval to: i) a successor in interest (for DIR, another Texas state agency as designated by the Texas Legislature), or ii) a subsidiary, parent company or affiliate, or iii) as necessary to satisfy a regulatory requirement imposed upon a party by a governing body with the appropriate authority. Assignment of the Contract under the above terms shall require

written notification by the assigning party. Any other assignment by a party shall require the written consent of the other party. Each party agrees to cooperate to amend the Contract as necessary to maintain an accurate record of the contracting parties.

C. **Section 5. Intellectual Property Matters** is hereby replaced in its entirety as follows:

This contract does not contemplate, authorize or support acquisition of custom software products or services. If Vendor and Customer seek to contract for such product or service, they must use a separate contract or seek amendment with DIR of this contract. If DIR and Vendor decide to authorize customized software or hardware products; then the intellectual property language will be negotiated and applied**.**

D. Section 7. Contract Fulfillment and Promotion, A. Service, Sales and Support of the Contract is hereby replaced in its entirety as follows:

Vendor shall provide service, sales and support resources to serve all Customers throughout the State. It is the responsibility of the Vendor to sell, market, and promote services available under the Contract. Vendor shall use its commercially reasonable efforts to ensure that potential Customers are made aware of the existence of the Contract. All sales to Customers for services available under the Contract shall be processed through the Contract.

E. **Section 7. Contract Fulfillment and Promotion, E. Internet Access to Contract and Pricing Information** is hereby replaced in its entirety as follows:

1) Vendor Website

Within thirty days of the effective date of the Contract, Vendor will establish and maintain a website specific to the product and service offerings under the Contract which is clearly distinguishable from other, non-DIR Contract offerings at Vendor's website. The website must include: the product and services categories offered, product and service specifications (if applicable), Contract pricing, designated Order Fulfillers, contact information for Vendor and designated Order Fulfillers, instructions for obtaining quotes and placing Purchase Orders, and warranty and return policies. The Vendor's website shall list the DIR Contract number, reference the DIR Information and Communications Technology (ICT) Cooperative Contracts program, display the DIR logo in accordance with the requirements in paragraph F of this Section, and contain a link to the DIR website for the Contract.

2) Accurate and Timely Contract Information

Vendor warrants and represents that the website information specified in the above paragraph will be accurately and completely posted, maintained and displayed in an objective and timely manner. Vendor, at its own expense, shall correct any non-conforming or inaccurate information posted at Vendor's website within thirty (30) business days after written notification by DIR.

3) Website Compliance Checks

Periodic compliance checks of the information posted for the Contract on Vendor's website will be conducted by DIR. Upon request by DIR, Vendor shall provide verifiable documentation that pricing listed upon this website is uniform with the pricing as stated in Section 4 of the Contract.

4) Website Changes

Vendor hereby consents to a link from the DIR website to Vendor's website in order to facilitate access to Contract information. The establishment of the link is provided solely for convenience in carrying out the business operations of the State. DIR reserves the right to terminate or remove a link at any time, in its sole discretion, without advance notice, or to deny a future request for a link. DIR will provide Vendor with subsequent notice of link termination or removal. Vendor shall provide DIR with timely written notice of any change in URL or other information needed to access the site and/or maintain the link.

5) Use of Access Data Prohibited

If Vendor stores, collects or maintains data electronically as a condition of accessing Contract information, such data shall only be used internally by Vendor for the purpose of implementing or marketing the Contract, and shall not be disseminated to third parties or used for other marketing purposes. The Contract constitutes a public document under the laws of the State and Vendor shall not restrict DIR or Customer access to Contract terms and conditions including pricing, i.e., through use of restrictive technology or passwords.

6) Responsibility for Content

Vendor is solely responsible for administration, content, intellectual property rights, and all materials at Vendor's website. DIR reserves the right to require a change of listed content if, in the opinion of DIR, it does not adequately represent the Contract.

F. Section 7. Contract Fulfillment and Promotion, G. Vendor and Order Fulfiller Logo is hereby replaced in its entirety as follows:

In the event DIR should need use of Vendor Logo, written mutually agreed upon criteria will be coordinated with Vendor.

G. Section 8. Purchase Orders, Invoices, Payments, C. Customer Price, is hereby replaced in its entirety:

1) The price to the Customer shall be calculated as follows:

Customer Price = MSRP – Customer Discount

2) Customers purchasing products and services under this Contract may negotiate more advantageous pricing or participate in special promotional offers. In such event, a copy of such better offerings shall be furnished to DIR upon request.

3) If pricing for Vendor's products or services available under this Contract are

provided at a lower price to: (i) an eligible Customer in Texas who is not purchasing those products or services under this Contract or (ii) any other Texas entity or consortia authorized by Texas law to sell said products and services to eligible Customers, then the available Customer Price in this Contract shall be adjusted to that lower price prospectively. This requirement applies to products or services quoted directly by Cisco Systems, Inc. for a quantity of one (1) under like terms and conditions, and does not apply to volume or special pricing purchases. Upon either Customer's notice to Vendor, or Vendor's notice to Customer that the party(ies) have become aware of this pricing differential and the pricing differential has been confirmed by Vendor or Customer provides reasonable confirmation to Vendor, this Contract shall be amended within ten (10) business days to reflect the lower price.

H. Section 8. Purchase Orders, Invoices, Payments, H. Changes to Prices, is hereby replaced in its entirety:

Vendor may change the price of any product or service at any time, based upon changes to the MSRP, but discount levels shall remain consistent with the discount levels specified in this Contract. Price decreases shall take effect once 1) Vendor notifies DIR of any pricing changes and 2) the pricelist has been updated / posted on the DIR webpage.

I. Section 8. Purchase Orders, Invoices, Payments, L. Transfer of Title is hereby added to this section as follows:

Transfer of Title shall occur upon acceptance of goods. Customer shall have five (5) business days after delivery to accept product. Absent written rejection within the five (5) business days, product will be deemed accepted without waiving the right to return product as set forth under Vendor warranty provisions.

J. Section 9. Contract Administration, B. Reporting and Administrative Fees is hereby replaced in its entirety:

1) Reporting Responsibility

a) Vendor shall be responsible for reporting all products and services purchased through Order Fulfillers under the Contract. Vendor shall file the monthly reports, subcontract reports, and pay the administrative fees in accordance with the due dates specified in this section.

b) DIR shall have the right to verify required reports and to take any actions necessary to enforce its rights under this section, including but not limited to, compliance checks of Vendor's applicable Contract books at DIR's expense.

2) Detailed Monthly Report

Vendor shall electronically provide DIR with a detailed monthly report in the format required by DIR showing the dollar volume of any and all Net Purchase Price for invoices billed under the Contract for the previous month period. Reports shall be submitted to the DIR ICT Cooperative Contracts E-Mail Box at

ict.sales@dir.texas.gov. Reports are due on the fifteenth (15th) calendar day after the close of the previous month period. It is the responsibility of Vendor to collect and compile all sales under the Contract from participating Order Fulfillers and submit one (1) monthly report. The monthly report shall include, per transaction: the detailed sales for the period, the Order Fulfiller's company name, if applicable, Customer name, invoice date, invoice number, description, part number, manufacturer, quantity, unit price, extended price, Customer Purchase Order number, contact name, Customer's complete billing address, and other information as required by DIR. Each report must contain all information listed above per transaction or the report will be rejected and returned to the Vendor for correction in accordance with this section.

3) Historically Underutilized Businesses Subcontract Reports

a) If Historically Underutilized Businesses are used by Vendor, Vendor shall electronically provide each Customer with their relevant Historically Underutilized Business Subcontracting Report, pursuant to the Contract, as required by Chapter 2161, Texas Government Code. Reports shall also be submitted to DIR.

b) Reports shall be due in accordance with the CPA rules.

4) DIR Administrative Fee

a) An administrative fee shall be paid by Vendor to DIR to defray the DIR costs of negotiating, executing, and administering the Contract. The maximum administrative fee is set by the Texas Legislature in the biennial General Appropriations Act. Payment of the administrative fee shall be due on the fifteenth (15th) calendar day after the close of the previous month period. DIR may change the amount of the administrative fee upon thirty (30) days written notice to Vendor without the need for a formal contract amendment.

b) Vendor shall reference the DIR Contract number on any remittance instruments.

5) Accurate and Timely Submission of Reports

a) The reports and administrative fees shall be accurate and timely and submitted in accordance with the due dates specified in this section. Vendor shall correct any inaccurate reports or administrative fee payments within three (3) business days upon written notification by DIR. Vendor shall deliver any late reports or late administrative fee payments within ten (10) business days upon written notification by DIR. If Vendor is unable to correct inaccurate reports or administrative fee payments or deliver late reports and fee payments within three (3) business days, Vendor must contact DIR and provide a corrective plan of action, including the timeline for completion of correction. The corrective plan of action shall be subject to DIR approval, such approval not unreasonably withheld.

b) Should Vendor fail to correct inaccurate reports or cure the delay in timely delivery of reports and payments within the corrective plan of action timeline, DIR reserves the right to require an independent third party audit of the Vendor's records as specified in C.3 of this Section, at DIR's expense.

c) Failure to timely submit three (3) reports within any rolling twelve (12) month period may, at DIR's discretion, result in termination of Vendor's Contract.

K. Section 9. Contract Administration, C. Records and Audit, paragraph 3) is hereby amended as follows:

Vendor and/or Order Fulfillers shall grant access to all paper and electronic records, books, documents, accounting procedures, practices and any other items relevant to the performance of the Contract to the DIR Internal Audit department or DIR Contract Management staff, including the compliance checks designated by the DIR Internal Audit department, DIR Contract Management staff, the State Auditor's Office, and of the United States, and such other persons or entities designated by DIR for the purposes of inspecting, Compliance Checking and/or copying such books and records. Vendor and/or Order Fulfillers shall provide copies and printouts requested by DIR without charge. DIR shall provide Vendor and/or Order Fulfillers thirty (30) business days' notice prior to inspecting, Compliance Checking, and/or copying Vendor's and/or Order Fulfiller's records. Vendor's and/or Order Fulfillers records, whether paper or electronic, shall be made available during regular office hours. Vendor and/or Order Fulfiller personnel familiar with the Vendor's and/or Order Fulfiller's books and records shall be available to the DIR Internal Audit department, or DIR Contract Management staff and designees as needed. Vendor and/or Order Fulfiller shall provide adequate office space to DIR staff during the performance of Compliance Check. If Vendor is found to be responsible for inaccurate reports, DIR may invoice for the reasonable costs of the audit, which Vendor must pay within thirty (30) days of receipt.

L. Section 10. Vendor Responsibilities, A. Indemnification, 2) Acts or Omissions is hereby replaced in its entirety as follows:

Vendor shall indemnify and hold harmless the State of Texas and Customers, AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, AND/OR PERMITTED ASSIGNEES, FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED REASONABLE COSTS, ATTORNEY FEES, AND EXPENSES resulting from bodily injury (including death) or damage to tangible property to the extent directly arising out of, or resulting from any negligent acts or omissions, or willful misconduct of the Vendor or its agents, employees, or subcontractors, in the execution or performance of the Contract and any Purchase Orders issued under the Contract. THE DEFENSE SHALL BE COORDINATED BY THE OFFICE OF THE ATTORNEY GENERAL FOR TEXAS STATE AGENCY CUSTOMERS AND BY CUSTOMER'S LEGAL COUNSEL FOR NON-STATE AGENCY CUSTOMERS.

M. Section 10. Vendor Responsibilities, A. Indemnification, 3) Infringements is hereby replaced in its entirety as follows:

a) Vendor shall indemnify and hold harmless the State of Texas and Customers, AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES, from any and all third party claims for infringement of United States patents, copyrights, trade and service marks, and any other intellectual or intangible property rights in connection with the PERFORMANCES OR ACTIONS OF VENDOR PURSUANT TO THIS CONTRACT.

VENDOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. VENDOR SHALL BE LIABLE TO PAY ALL REASONABLE COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES FOR STATE AGENCY CUSTOMERS. THE DEFENSE SHALL BE COORDINATED BY THE OFFICE OF THE ATTORNEY GENERAL FOR TEXAS STATE AGENCY CUSTOMERS AND BY CUSTOMER'S LEGAL COUNSEL FOR NON-STATE AGENCY CUSTOMERS.

Notwithstanding the foregoing, such indemnity shall not apply, and Vendor shall have no liability, for any claim of infringement caused solely by:

a) Modification of a product by Customer or a third party
b) The amount or duration of use which Customer makes of the Product, revenue earned by Customer from services it provides that use the Product, or services offered by Customer to external or internal customers
c) Combination, operation, or use of a product with non-Cisco products, software or business processes
d) Customer's use of the products after Vendor informs Customer of modifications or a change required to avoid such claims and offers to implement those changes
e) any modifications made to the Product by the Vendor pursuant to Customer's specific instructions.

b) If Vendor becomes aware of an actual or potential claim, or Customer provides Vendor with notice of an actual or potential claim, Vendor may (or in the case of an injunction against Customer, shall), at Vendor's sole option and expense: (i) procure for the Customer the right to continue to use the affected portion of the product or service, (ii) modify or replace the affected portion of the product or service with functionally equivalent or superior product or service so that Customer's use is non-infringing.

N. Section 10. Vendor Responsibilities, B. Taxes/Worker's Compensation/ UNEMPLOYMENT INSURANCE, Paragraph 2) is hereby replaced in its entirety as follows:

VENDOR AGREES TO INDEMNIFY AND HOLD HARMLESS CUSTOMERS, THE STATE OF TEXAS AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, AND/OR ASSIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, REASONABLE ATTORNEYS' FEES, AND EXPENSES, RELATING TO TAX LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION IN ITS PERFORMANCE UNDER THIS CONTRACT. VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING REASONABLE ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY VENDOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. VENDOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

O. Section 10 Vendor Responsibilities, C. Vendor Certifications, (vii) is hereby replaced in its entirety as follows and add (xvi):

(vii) Vendor and its principals are not suspended or debarred from doing business with the federal government as listed in the System for Award Management (SAM) maintained by the General Services Administration;

(xvi) represent and warrant that the Customer's payment and their receipt of appropriated or other funds under this Agreement are not prohibited by Sections 556.005 or Section 556.008, Texas Government Code.

P. Section 10. Vendor Responsibilities, H. Confidentiality is hereby replaced in its entirety as follows:

1) Vendor acknowledges that DIR and Customers that are state agencies are government agencies subject to the Texas Public Information Act. Vendor also acknowledges that DIR and Customers that are state agencies will comply with the Public Information Act, and with all opinions of the Texas Attorney General's office concerning this Act.

2) Under the terms of the Contract, DIR may provide Vendor with information related to Customers. Vendor shall not re-sell or otherwise distribute or release Customer information to any party in any manner.

a) Customer and Vendor agree that in connection with this Contract and their relationship, they may obtain Confidential Information. The receiving party shall

at all times keep in trust and confidence all such Confidential information, and shall not use such Confidential Information other than as expressly authorized by the disclosing party under this Agreement, nor shall the receiving party disclose any such Confidential Information to third parties without the disclosing party's written consent. Notwithstanding the above, Vendor shall be authorized to disclose Customer's Confidential Information to contractors or employees of a Vendor entity who have a legitimate business need to have access to such information. As allowed under record and retention policies and laws, the receiving party shall immediately return to the disclosing party all Confidential Information (including copies thereof) in the receiving party's possession, custody, or control upon termination or expiration at any time and for any reason of this Agreement. The obligations of confidentiality shall not apply to information which (a) has entered the public domain, except where such entry is the result of the receiving party's breach of this Agreement; (b) prior to disclosure hereunder was already rightfully in the receiving party's possession; (c) subsequent to disclosure hereunder is obtained by the receiving party on a non-confidential basis from a third party who has the right to disclose such information to the receiving party. The receiving party will be authorized to disclose Confidential Information pursuant to a valid order issued by a court or government agency, provided that the receiving party provides (i) prior written notice to the disclosing party of such obligation and (ii) the opportunity to oppose such disclosure. Customer may disclose information necessary to comply with the Texas Public Information Act.

Vendor shall not disclose, advertise, or publish the terms and conditions of this Agreement without the prior written consent of the Customer. Any press release or publication by Vendor regarding this Agreement is subject to prior review and written approval of DIR and Customer. Customer may publish the contract in its customary manner or as required by law or for the conducting of public business.

Q. Section 10. Vendor Responsibilities, J. Background and/or Criminal History Investigation is hereby replaced in its entirety as follows:

Prior to commencement of any services, background and/or criminal history investigation of the Vendor and/or Order Fulfiller's employees and subcontractors who will be providing services to the Customer under the Contract may be performed by certain Customers requiring such investigations. Subject to Customer underwriting the costs incurred for investigations of Vendor's personnel who voluntarily elect to undergo such screening to perform Services, Customer will interface directly with such personnel regarding scheduling the testing and results. Customer understands and agrees that such testing results shall not be communicated directly to Cisco. However, to the extent Customer requires additional candidates for such screening, Cisco will direct volunteers to Customer for follow up. If any Vendor employee refuses to so agree to an investigation, such employee may be denied access to Customer's premises. Should any employee or subcontractor of the Vendor and/or Order Fulfiller who will be providing services to the Customer under the Contract not be acceptable to the Customer as a result of the background and/or criminal history

check, then Customer may immediately terminate its Purchase Order and related Service Agreement or request replacement of the employee or subcontractor in question.

R. Section 10. Vendor Responsibilities, K. Limitation of Liability is hereby replaced in its entirety as follows:

For any claim or cause of action arising under or related to the Contract: i) to the extent permitted by the Constitution and the laws of the State of Texas, none of the parties shall be liable to the other for punitive, special, incidental, indirect, lost revenue or lost profits, or consequential damages, whether arising in contract, tort (including negligence) or otherwise even if it is advised of the possibility of such damages; and ii) Vendor's liability for damages of any kind to the Customer shall be limited to the total amount paid to Vendor under the Contract during the twelve months immediately preceding the accrual of the claim or cause of action. However, this limitation of Vendor's liability shall not apply to claims of patent, trademark, or copyright infringement.

S. Section 10. Vendor Responsibilities, N. Required Insurance Coverage is hereby replaced in its entirety as follows:

As a condition of this Contract with DIR, Vendor shall provide certificates of insurance, or other proof of insurance, reflecting the maintenance of the listed insurance coverage within 5 days of execution of the Contract if the Vendor is awarded services which require that Vendor's employees perform work at any Customer premises and/or use employer vehicles to conduct work on behalf of Customers. In addition, when engaged by a Customer to provide services on Customer premises, the Vendor shall, at its own expense, secure and maintain the insurance coverage specified herein, and shall provide proof of such insurance coverage to the related Customer within five (5) business days following the execution of the Purchase Order. Vendor may not begin performance under the Contract and/or a Purchase Order until such proof of insurance coverage is provided to, and approved by, DIR and the Customer. All required insurance must be issued by companies that have an A.M. Best's financial rating of A- or better and duly licensed, admitted, and authorized to do business in the State of Texas. The Customer and DIR will be named as Additional Insureds on all required coverage. Required coverage must remain in effect through the term of the Contract and each Purchase Order issued to Vendor there under. In the event Vendor receives notice of cancellation of coverage, Vendor shall promptly replace such coverage so that no lapse in insurance occurs. The minimum acceptable insurance provisions are as follows:

1) Commercial General Liability

Commercial General Liability must include a combined single limit of $500,000 per occurrence for coverage A, B, & C including products/completed operations, where appropriate, with a separate aggregate of $500,000. 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; but only to the extent of liabilities falling within Vendor's contractual and indemnity obligations pursuant to this Agreement; and
d) Waiver of Transfer Right of Recovery Against Others in favor of DIR and/or Customer, but only to the extent of liabilities falling within Vendor's contractual and indemnity obligations pursuant to this Agreement.

2) Workers' Compensation Insurance

Workers' Compensation Insurance and Employers' Liability coverage must include limits consistent with statutory benefits outlined in the Texas Workers' Compensation Act (Art. 8308-1.01 et seq. Tex. Rev. Civ. Stat) and minimum policy limits for Employers' Liability of $250,000 bodily injury per accident, $500,000 bodily injury disease policy limit and $250,000 per disease per employee.

3) Business Automobile Liability Insurance

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, but only to the extent of liabilities falling within Vendor's contractual and indemnity obligations pursuant to the terms of this Agreement;
b) Definition of Insured to include those parties to whom Vendor owes contractual liability coverage.

T. Section 11. Contract Enforcement, B. Termination, 2) Absolute Right is hereby replaced in its entirety as follows:

DIR shall have the absolute right to terminate the Contract without recourse in the event that: i) Vendor becomes listed on the prohibited vendors list authorized by Executive Order #13224, *"Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism",* published by the United States Department of the Treasury, Office of Foreign Assets Control; ii) Vendor becomes suspended or debarred from doing business with the federal government as listed in the *System for Award Management (SAM)* maintained by the General Services Administration; or (iii) Vendor is found by DIR to be ineligible to hold this Contract under Subsection (b) of Section 2155.006, Texas Government Code. Vendor shall be provided written notice in accordance with Section 12.A, Notices, of intent to terminate.

U. **Section 11. Contract Enforcement, C. Force Majeure** is hereby replaced in its entirety as follows:

DIR, Customer, Vendor or Order Fulfiller may be excused from performance under the Contract for any period when performance is prevented as the result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party experiencing the event of Force Majeure has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance and to shorten the duration of the event of Force Majeure. The party suffering an event of Force Majeure shall provide notice of the event to the other parties when commercially reasonable. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination. However, a Customer may terminate a Purchase Order if it is determined by the Customer that Order Fulfiller will not be able to deliver product or services in a timely manner to meet the business needs of the Customer.

V. **Appendix D, End User License Agreement to DIR-TSO-2542** the following applies:

The following terms of Vendor's End User License Agreement shall have the same priority as the terms of this final contract document: SECTIONS HEREIN ENTITLED "LICENSE", "GENERAL LIMITATIONS", "SOFTWARE, UPGRADES AND ADDITIONAL COPIES", "PROPRIETARY NOTICES", "CUSTOMER RECORDS" AND "IDENTIFIED COMPONENTS".

(Remainder of page intentionally left blank)

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

Cisco Systems, Inc.

Authorized By: __Signature on File_____

Name: __Phil Lozano_____

Title: ___Director of Finance_____

Date: ____5/5/14_____

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

Authorized By: _Signature on File_____

Name: __Karen Robinson__Martin Zelinsky for Karen Robinson

Title: ___Executive Director_____

Date: ____5/5/14_____

Office of General Counsel: _drb 5/5/14_____

Appendix A
Standard Terms and Conditions For Product and Related Services Contracts

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Appendix A
Standard Terms and Conditions For Product and Related Services Contracts

The following terms and conditions shall govern the conduct of DIR and Vendor during the term of the Contract.

1. Contract Scope

The Vendor shall provide the products and related services specified in Section 3 of the Contract for purchase by Customers. In addition, DIR and Vendor may agree to provisions that allow Vendor and/or Order Fulfiller to lease the products offered under the Contract. Terms used in this document shall have the meanings set forth below in Section 3.

2. No Quantity Guarantees

The Contract is not exclusive to the Vendor. Customers may obtain products and related services from other sources during the term of the Contract. DIR makes no express or implied warranties whatsoever that any particular quantity or dollar amount of products and related services will be procured through the Contract.

3. Definitions

A. Customer - any Texas state agency, unit of local government, institution of higher education as defined in Section 2054.003, Texas Government Code, the Electric Reliability Council of Texas, the Lower Colorado River Authority, a private school, as defined by Section 5.001, Education Code, a private or independent institution of higher education, as defined by Section 61.003, Education Code, a volunteer fire department, as defined by Section 152.001, Tax Code, and those state agencies purchasing from a DIR contract through an Interagency Agreement, as authorized by Chapter 771, Texas Government Code, any local government as authorized through the Interlocal Cooperation Act, Chapter 791, Texas Government Code, and the state agencies and political subdivisions of other states as authorized by Section 2054.0565, Texas Government Code and, except for telecommunications services under Chapter 2170, Texas Government Code, assistance organizations as defined in Section 2175.001, Texas Government Code to mean:

1) A non-profit organization that provides educational, health or human services or assistance to homeless individuals;

2) A nonprofit food bank that solicits, warehouses, and redistributes edible but unmarketable food to an agency that feeds needy families and individuals;

3) Texas Partners of the Americas, a registered agency with the Advisory Committee on Voluntary Foreign Aid, with the approval of the Partners of the Alliance Office of the Agency for International Development;

4) A group, including a faith-based group, that enters into a financial or non-financial agreement with a health or human services agency to provide services to that agency's clients;

5) A local workforce development board created under Section 2308.253;

6) A nonprofit organization approved by the Supreme Court of Texas that provides free legal services for low-income households in civil matters;

7) The Texas Boll Weevil Eradication Foundation, Inc., or an entity designated by the commissioner of agriculture as the foundation's successor entity under Section 74.1011, Texas Agriculture Code;

8) A nonprofit computer bank that solicits, stores, refurbishes and

redistributes used computer equipment to public school students and their families; and

9) A nonprofit organization that provides affordable housing.

B. Compliance Check – an audit of Vendor's compliance with the Contract may be performed by, but not limited to, a third party auditor, DIR Internal Audit department, or DIR contract management staff or their designees.

C. Contract – the document executed between DIR and Vendor into which this Appendix A is incorporated.

D. CPA – refers to the Texas Comptroller of Public Accounts.

E. Day - shall mean business days, Monday through Friday, except for State and Federal holidays, unless otherwise specified as calendar days. If the Contract calls for performance on a day that is not a business day, then performance is intended to occur on the next business day.

F. Order Fulfiller – the party, either Vendor or a party that may be designated by Vendor, who is fulfilling a Purchase Order pursuant to the Contract.

G. Purchase Order - the Customer's fiscal form or format, which is used when making a purchase (e.g., formal written Purchase Order, Procurement Card, Electronic Purchase Order, or other authorized instrument).

H. State – refers to the State of Texas.

4. General Provisions

A. Entire Agreement

The Contract, Appendices, and Exhibits constitute the entire agreement between DIR and the Vendor. No statement, promise, condition, understanding, inducement or representation, oral or written, expressed or implied, which is not contained in the Contract, Appendices, or its Exhibits shall be binding or valid.

B. Modification of Contract Terms and/or Amendments

1) The terms and conditions of the Contract shall govern all transactions by Customers under the Contract. The Contract may only be modified or amended upon mutual written agreement of DIR and Vendor.

2) Customers shall not have the authority to modify the terms of the Contract; however, additional Customer terms and conditions that do not conflict with the Contract and are acceptable to Order Fulfiller may be added in a Purchase Order and given effect. No additional term or condition added in a Purchase Order issued by a Customer can conflict with or diminish a term or condition of the Contract. Pre-printed terms and conditions on any Purchase Order issued by Customer hereunder will have no force and effect. In the event of a conflict between a Customer's Purchase Order and the Contract, the Contract term shall control.

3) Customers and Vendor will 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.

C. Invalid Term or Condition

1) To the extent any term or condition in the Contract conflicts with the applicable State and/or United States law or regulation, such Contract term or condition is void and unenforceable. By executing a contract which contains the conflicting term or condition, DIR makes no representations or warranties regarding the enforceability of such term or condition and DIR does not waive the applicable State and/or United States law or regulation which conflicts with the Contract term or condition.

2) If one or more terms or conditions in the Contract, or the application of any term or condition to any party or circumstance, is held invalid, unenforceable, or illegal in any respect by a final judgment or order of the State Office of Administrative Hearings or a court of competent jurisdiction, the remainder of the Contract and the application of the term or condition to other parties or circumstances shall remain valid and in full force and effect.

D. Assignment

DIR or Vendor may assign the Contract without prior written approval to: i) a successor in interest (for DIR, another state agency as designated by the Texas Legislature), or ii) a subsidiary, parent company or affiliate, or iii) as necessary to satisfy a regulatory requirement imposed upon a party by a governing body with the appropriate authority. Assignment of the Contract under the above terms shall require written notification by the assigning party and, for Vendor, a mutually agreed written Contract amendment. Any other assignment by a party shall require the written consent of the other party and a mutually agreed written Contract amendment.

E. Survival

All applicable software license agreements, warranties or service agreements that were entered into between Vendor and a Customer under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Vendor or Order Fulfiller shall survive expiration or termination of the Contract. Rights and obligations under this Contract which by their nature should survive, including, but not limited to any and all payment obligations invoiced prior to the termination or expiration hereof; obligations of confidentiality; and, indemnification, will remain in effect after termination or expiration hereof.

F. Choice of Law

The laws of the State shall govern the construction and interpretation of the Contract. Exclusive venue for all actions will be in state court, Travis County, Texas. Nothing in the Contract or its Appendices shall be construed to waive the State's sovereign immunity.

G. Limitation of Authority

Vendor shall have no authority to act for or on behalf of the Texas Department of Information Resources or the State except as expressly provided for in this Contract; no other authority, power or use is granted or implied. Vendor may not incur any debts, obligations, expenses, or liabilities of any kind on behalf of the State or DIR.

H. Proof of Financial Stability

Either DIR or Customer may require Vendor to provide proof of financial stability prior to or at any time during the contract term.

5. Intellectual Property Matters

A. Definitions

1)" Work Product" means any and all deliverables produced by Vendor for Customer under a Statement of Work issued pursuant to this Contract, including any and all tangible or intangible items or things that have been or will be prepared, created, developed, invented or conceived at any time following the effective date of the Contract, including but not limited to any (i) works of authorship (such as manuals, instructions, printed material, graphics, artwork, images, illustrations, photographs, computer programs, computer software, scripts, object code, source code or other programming code, HTML code, flow charts, notes, outlines, lists, compilations, manuscripts, writings, pictorial materials, schematics, formulae, processes, algorithms, data, information, multimedia files, text web pages or web sites, other written or machine readable expression of such works fixed in any tangible media, and all other copyrightable works), (ii) trademarks, service marks, trade dress, trade names, logos, or other indicia of source or origin, (iii) ideas, designs, concepts, personality rights, methods, processes, techniques, apparatuses, inventions, formulas, discoveries, or improvements, including any patents, trade secrets and know-how, (iv) domain names, (v) any copies, and similar or derivative works to any of the foregoing, (vi) all documentation and materials related to any of the foregoing, (vii) all other goods, services or deliverables to be provided to Customer under the Contract or a Statement of Work, and (viii) all Intellectual Property Rights in any of the foregoing, and which are or were created, prepared, developed, invented or conceived for the use or benefit of Customer in connection with this Contract or a Statement of Work, or with funds appropriated by or for Customer or Customer's benefit: (a) by any Vendor personnel or Customer personnel, or (b) 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.

2) "Intellectual Property Rights" means the worldwide legal rights or interests evidenced by or embodied in: (i) any idea, design, concept, personality right, method, process, technique, apparatus, invention, discovery, or improvement, including any patents, trade secrets, and know-how; (ii) any work of authorship, including any copyrights, moral rights or neighboring rights; (iii) any trademark, service mark, trade dress, trade name, or other indicia of source or origin; (iv) domain name registrations; and (v) any other proprietary or similar rights. The Intellectual Property Rights of a party include all worldwide legal rights or interests that the party may have acquired by assignment or license with the right to grant sublicenses.

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.

4) "Third Party IP" means the Intellectual Property Rights of any third party that is not a party to this Contract, and that is not directly or indirectly providing any goods or services to Customer under this Contract.

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 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.

B. Ownership.

As between Vendor and Customer, the Work Product and Intellectual Property Rights therein are and shall be owned exclusively by Customer, and not Vendor. Vendor specifically agrees that the Work Product shall be considered "works made for hire" and that the Work Product shall, upon creation, be owned exclusively by Customer. To the extent that the Work Product, under applicable law, may not be considered works made for hire, Vendor hereby agrees that the Contract effectively transfers, grants, conveys, assigns, and relinquishes exclusively to Customer all right, title and interest in and to all ownership rights in the Work Product, and all Intellectual Property Rights in the Work Product, without the necessity of any further consideration, and Customer shall be entitled to obtain and hold in its own name all Intellectual Property Rights in and to the Work Product. Vendor acknowledges that Vendor and Customer do not intend Vendor to be a joint author of the Work Product within the meaning of the Copyright Act of 1976. Customer shall have access, during normal business hours (Monday through Friday, 8AM to 5PM) and upon reasonable prior notice to Vendor, to all Vendor materials, premises and computer files containing the Work Product. Vendor and Customer, as appropriate, will cooperate with one another and execute such other documents as may be reasonably appropriate to achieve the objectives herein. No license or other right is granted hereunder to any Third Party IP, except as may be incorporated in the Work Product by Vendor.

C. Further Actions.

Vendor, upon request and without further consideration, shall perform any acts that may be deemed reasonably necessary or desirable by Customer to evidence more fully the transfer of ownership and/or registration of all Intellectual Property Rights in all Work Product to Customer to the fullest extent possible, including but not limited to the execution, acknowledgement and delivery of such further documents in a form determined by Customer. In the event Customer shall be unable to obtain Vendor's signature due to the

dissolution of Vendor or Vendor's unreasonable failure to respond to Customer's repeated requests for such signature on any document reasonably necessary for any purpose set forth in the foregoing sentence, Vendor hereby irrevocably designates and appoints Customer and its duly authorized officers and agents as Vendor's agent and Vendor's attorney-in-fact to act for and in Vendor's behalf and stead to execute and file any such document and to do all other lawfully permitted acts to further any such purpose with the same force and effect as if executed and delivered by Vendor, provided however that no such grant of right to Customer is applicable if Vendor fails to execute any document due to a good faith dispute by Vendor with respect to such document. It is understood that such power is coupled with an interest and is therefore irrevocable. Customer shall have the full and sole power to prosecute such applications and to take all other action concerning the Work Product, and Vendor shall cooperate, at Customer's sole expense, in the preparation and prosecution of all such applications and in any legal actions and proceedings concerning the Work Product.

D. Waiver of Moral Rights.

Vendor hereby irrevocably and forever waives, and agrees never to assert, any Moral Rights in or to the Work Product which Vendor may now have or which may accrue to Vendor's benefit under U.S. or foreign copyright or other laws and any and all other residual rights and benefits which arise under any other applicable law now in force or hereafter enacted. Vendor acknowledges the receipt of equitable compensation for its assignment and waiver of such Moral Rights. The term "Moral Rights" shall mean any and all rights of paternity or integrity of the Work Product and the right to object to any modification, translation or use of the Work Product, and any similar rights existing under the judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a moral right.

E. Confidentiality.

All documents, information and materials forwarded to Vendor by Customer for use in and preparation of the Work Product shall be deemed the confidential information of Customer, and subject to the license granted by Customer to Vendor under sub-paragraph H. hereunder. Vendor shall not use, disclose, or permit any person to use or obtain the Work Product, or any portion thereof, in any manner without the prior written approval of Customer.

F. Injunctive Relief.

The Contract is intended to protect Customer's proprietary rights pertaining to the Work Product, and the Intellectual Property Rights therein, and any misuse of such rights would cause substantial and irreparable harm to Customer's business. Therefore, Vendor acknowledges and stipulates that a court of competent jurisdiction may immediately enjoin any material breach of the intellectual property, use, and confidentiality provisions of this Contract, upon a request by Customer, without requiring proof of irreparable injury as same should be presumed.

G. Return of Materials Pertaining to Work Product.

Upon the request of Customer, but in any event upon termination or expiration of this Contract or a Statement of Work, Vendor shall surrender to Customer all documents and things pertaining to the Work Product, including but not limited to drafts, memoranda,

notes, records, drawings, manuals, computer software, reports, data, and all other documents or materials (and copies of same) generated or developed by Vendor or furnished by Customer to Vendor, including all materials embodying the Work Product, any Customer confidential information, or Intellectual Property Rights in such Work Product, regardless of whether complete or incomplete. This section is intended to apply to all Work Product as well as to all documents and things furnished to Vendor by Customer or by anyone else that pertain to the Work Product.

H. Vendor License to Use.

Customer hereby grants to Vendor a non-transferable, non-exclusive, royalty-free, fully paid-up license to use any Work Product solely as necessary to provide the Services to Customer. Except as provided in this Section, neither Vendor nor any Subcontractor shall have the right to use the Work Product in connection with the provision of services to its other customers without the prior written consent of Customer, which consent may be withheld in Customer's sole discretion.

I. Third-Party Underlying and Derivative Works.

To the extent that any Vendor IP or Third Party IP are embodied or reflected in the Work Product, or are necessary to provide the Services, Vendor hereby grants to the Customer, or shall obtain from the applicable third party for Customer's benefit, the irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license, for Customer's internal business purposes only, to (i) use, execute, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such Vendor IP or Third Party IP and any derivative works thereof embodied in or delivered to Customer in conjunction with the Work Product, and (ii) authorize others to do any or all of the foregoing. Vendor agrees to notify Customer on delivery of the Work Product or Services if such materials include any Third Party IP. On request, Vendor shall provide Customer with documentation indicating a third party's written approval for Vendor to use any Third Party IP that may be embodied or reflected in the Work Product.

J. Agreement with Subcontracts.

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 employees, 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.

K. License to Customer.

Vendor grants to Customer, a perpetual, irrevocable, royalty free license, solely for the Customer's internal business purposes, to use, copy, modify, display, perform (by any means), transmit and prepare derivative works of any Vendor IP embodied in or delivered to Customer in conjunction with the Work Product. The foregoing license includes the right to sublicense third parties, solely for the purpose of engaging such third parties to assist or carryout Customer's internal business use of the Work Product. Except for the preceding license, all rights in Vendor IP remain in Vendor.

L. Vendor Development Rights.

To the extent not inconsistent with Customer's rights in the Work Product or as set forth herein, nothing in this Contract shall preclude Vendor from developing for itself, or for others, materials which are competitive with those produced as a result of the Services provided hereunder, provided that no Work Product is utilized, and no Intellectual Property Rights of Customer therein are infringed by such competitive materials. To the extent that Vendor wishes to use the Work Product, or acquire licensed rights in certain Intellectual Property Rights of Customer therein in order to offer competitive goods or services to third parties, Vendor and Customer agree to negotiate in good faith regarding an appropriate license and royalty agreement to allow for such.

6. Product Terms and Conditions

A. Electronic and Information Resources Accessibility Standards, As Required by 1 TAC Chapters 206 and 213 (Applicable to State Agency and Institution of Higher Education Purchases Only)

1) Effective September 1, 2006 state agencies and institutions of higher education shall procure products which comply with the State Accessibility requirements for Electronic and Information Resources specified in 1 TAC Chapters 206 and 213 when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation.

2) Upon request, but not later than thirty (30) calendar days after request, Vendor shall provide DIR with a completed Voluntary Product Accessibility Template (VPAT) of the specified product or a URL to the VPAT for reviewing compliance with the State Accessibility requirements (based on the federal standards established under Section 508 of the Rehabilitation Act).

B. Purchase of Commodity Items (Applicable to State Agency Purchases Only)

1) Texas Government Code, §2157.068 requires State agencies to buy commodity items, as defined in 6.B.2, below, in accordance with contracts developed by DIR, unless the agency obtains an exemption from DIR or a written certification that a commodity is not on DIR contract (for the limited purpose of purchasing from a local government purchasing cooperative).

2) Commodity items are commercially available software, hardware and technology services that are generally available to businesses or the public and for which DIR determines that a reasonable demand exists in two or more state agencies. Hardware is the physical technology used to process, manage, store, transmit, receive or deliver information. Software is the commercially available programs that operate hardware and includes all supporting documentation, media on which the software may be contained or stored, related materials, modifications, versions, upgrades, enhancements, updates or replacements. Technology services are the services, functions and activities that facilitate the design, implementation, creation, or use of software or hardware. Technology services include seat management, staffing augmentation, training, maintenance and subscription services. Technology services do not include

telecommunications services. Seat management is services through which a state agency transfers its responsibilities to a vendor to manage its personal computing needs, including all necessary hardware, software and technology services.

3) Vendor agrees to coordinate all State agency commodity item sales through existing DIR contracts. Institutions of higher education are exempt from this Subsection 6.B.

7. Contract Fulfillment and Promotion

A. Service, Sales and Support of the Contract

Vendor shall provide service, sales and support resources to serve all Customers throughout the State. It is the responsibility of the Vendor to sell, market, and promote products and services available under the Contract. Vendor shall use its best efforts to ensure that potential Customers are made aware of the existence of the Contract. All sales to Customers for products and services available under the Contract shall be processed through the Contract.

B. Use of Order Fulfillers

DIR agrees to permit Vendor to utilize designated Order Fulfillers to provide service, sales and support resources to Customers. Such participation is subject to the following conditions:

1) Designation of Order Fulfillers

a) Vendor may designate Order Fulfillers to act as the distributors for products and services available under the Contract. In designating Order Fulfillers, Vendor must be in compliance with the State's Policy on Utilization of Historically Underutilized Businesses. In addition to the required Subcontracting Plan, Vendor shall provide DIR with the following Order Fulfiller information: Order Fulfiller name, Order Fulfiller business address, Order Fulfiller CPA Identification Number, Order Fulfiller contact person email address and phone number.

b) DIR reserves the right to require the Vendor to rescind any such Order Fulfiller participation or request that Vendor name additional Order Fulfillers should DIR determine it is in the best interest of the State.

c) Vendor shall be fully liable for its Order Fulfillers' performance under and compliance with the terms and conditions of the Contract. Vendor shall enter into contracts with Order Fulfillers and use terms and conditions that are consistent with the terms and conditions of the Contract.

d) Vendor shall have the right to qualify Order Fulfillers and their participation under the Contract provided that: i) any criteria is uniformly applied to all potential Order Fulfillers based upon Vendor's established, neutrally applied criteria, ii) the criteria is not based on a particular procurement, and iii) all Customers are supported under the different criteria.

e) Vendor shall not prohibit Order Fulfiller from participating in other procurement opportunities offered through DIR.

2) Changes in Order Fulfiller List

Vendor may add or delete Order Fulfillers throughout the term of the Contract upon

written authorization by DIR. Prior to adding or deleting Order Fulfillers, Vendor must make a good faith effort in the revision of its Subcontracting Plan in accordance with the State's Policy on Utilization of Historically Underutilized Businesses. Vendor shall provide DIR with its updated Subcontracting Plan and the Order Fulfiller information listed in Section 7.B.1.a above.

3) Order Fulfiller Pricing to Customer

Order Fulfiller pricing to the Customer shall comply with the Customer price as stated within 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. This pricing shall only be offered by Order Fulfillers to Customers for sales that pass through the Contract.

C. Product Warranty and Return Policies

Order Fulfiller will adhere to the Vendor's then-currently published policies concerning product warranties and returns. Product warranty and return policies for Customers will not be more restrictive or more costly than warranty and return policies for other similarly situated Customers for like products.

D. Customer Site Preparation

Customers shall prepare and maintain its site in accordance with written instructions furnished by Order Fulfiller prior to the scheduled delivery date of any product or service and shall bear the costs associated with the site preparation.

E. Internet Access to Contract and Pricing Information

1) Vendor Website

Within thirty (30) calendar days of the effective date of the Contract, Vendor will establish and maintain a website specific to the product and service offerings under the Contract which is clearly distinguishable from other, non-DIR Contract offerings at Vendor's website. The website must include the product and services offered, product and service specifications, specific contract pricing expressed in dollars as well as discount off MSRP or List Price, designated Order Fulfillers, contact information for Vendor and designated Order Fulfillers, instructions for obtaining quotes and placing Purchase Orders, and warranty and return policies. The Vendor's website shall list the DIR Contract number, reference the DIR Information and Communications Technology Cooperative Contracts program, display the DIR logo in accordance with the requirements in paragraph F of this Section, and contain a link to the DIR website for the Contract.

2) Accurate and Timely Contract Information

Vendor warrants and represents that the website information specified in the above paragraph will be accurately and completely posted, maintained and displayed in an objective and timely manner. Vendor, at its own expense, shall correct any non-conforming or inaccurate information posted at Vendor's website within ten (10) business days after written notification by DIR.

3) Website Compliance Checks

Periodic compliance checks of the information posted for the Contract on Vendor's

website will be conducted by DIR. Upon request by DIR, Vendor shall provide verifiable documentation that pricing listed upon this website is compliant with the pricing as stated in the Contract.

4) Website Changes

Vendor hereby consents to a link from the DIR website to Vendor's website in order to facilitate access to Contract information. The establishment of the link is provided solely for convenience in carrying out the business operations of the State. DIR reserves the right to suspend, terminate or remove a link at any time, in its sole discretion, without advance notice, or to deny a future request for a link. DIR will provide Vendor with subsequent notice of link suspension, termination or removal. Vendor shall provide DIR with timely written notice of any change in URL or other information needed to access the site and/or maintain the link.

5) Use of Access Data Prohibited

If Vendor stores, collects or maintains data electronically as a condition of accessing Contract information, such data shall only be used internally by Vendor for the purpose of implementing or marketing the Contract and shall not be disseminated to third parties or used for other marketing purposes. The Contract constitutes a public document under the laws of the State and Vendor shall not restrict access to Contract terms and conditions including pricing, i.e., through use of restrictive technology or passwords.

6) Responsibility for Content

Vendor is solely responsible for administration, content, intellectual property rights, and all materials at Vendor's website. DIR reserves the right to require a change of listed content if, in the opinion of DIR, it does not adequately represent the Contract.

F. DIR Logo

Order Fulfiller may use the DIR logo in the promotion of the Contract to Customers with the following stipulations: (i) the logo may not be modified in any way, (ii) when displayed, the size of the DIR logo must be equal to or smaller than the Order Fulfiller logo, (iii) the DIR logo is only used to communicate the availability of products and services under the Contract to Customers, and (iv) any other use of the DIR logo requires prior written permission from DIR.

G. Vendor and Order Fulfiller Logo

DIR may use the Vendor's and Order Fulfiller's name and logo in the promotion of the Contract to communicate the availability of products and services under the Contract to Customers. Use of the logos may be on the DIR website or on printed materials. Any use of Vendor's and Order Fulfiller's logo by DIR must comply with and be solely related to the purposes of the Contract and any usage guidelines communicated to DIR from time to time. Nothing contained in the Contract will give DIR any right, title, or interest in or to Vendor's or Order Fulfiller' trademarks or the goodwill associated therewith, except for the limited usage rights expressly provided by Vendor and Order Fulfiller.

H. Trade Show Participation

At DIR's discretion, Vendor and Order Fulfillers may be required to participate in one or more DIR sponsored trade shows each calendar year. Vendor understands and agrees that

participation, at the Vendor's and Order Fulfiller's expense, includes providing a manned booth display or similar presence. DIR will provide four months advance notice of any required participation. Vendor and Order Fulfillers must display the DIR logo at all trade shows that potential Customers will attend. DIR reserves the right to approve or disapprove of the location or the use of the DIR logo in or on the Vendor's or Order Fulfiller's booth.

I. Orientation Meeting

Within thirty (30) calendar days from execution of the Contract, Vendor and Order Fulfillers will be required to attend an orientation meeting to discuss the content and procedures of the Contract. DIR, at its discretion, may waive the orientation requirement for Vendors who have previously held DIR contracts. The meeting will be held in the Austin, Texas area at a date and time mutually acceptable to DIR and the Vendor or by teleconference, at DIR's discretion. DIR shall bear no cost for the time and travel of the Vendor or Order Fulfillers for attendance at the meeting.

J. Performance Review Meetings

DIR will require the Vendor to attend periodic meetings to review the Vendor's performance under the Contract. The meetings will be held within the Austin, Texas area at a date and time mutually acceptable to DIR and the Vendor or by teleconference, at DIR's discretion. DIR shall bear no cost for the time and travel of the Vendor for attendance at the meeting.

K. DIR Cost Avoidance

As part of the performance measures reported to state leadership, DIR must provide the cost avoidance the State has achieved through the Contract. Upon request by DIR, Vendor shall provide DIR with a detailed report of a representative sample of products sold under the Contract. The report shall contain: product part number, product description, list price, price to Customer under the Contract, and pricing from three (3) alternative sources under which DIR customers can procure the products.

8. Pricing, Purchase Orders, Invoices, and Payments

A. Manufacturer's Suggested Retail Price (MSRP) or List Price

MSRP is defined as the product sales price list published in some form by the manufacturer or publisher of a product and available to and recognized by the trade. A price list especially prepared for a given solicitation is not acceptable.

B. Customer Discount

The minimum Customer discount for all products and services will be the percentage off MSRP as specified in Appendix C, Pricing Index.

C. Customer Price

1) The price to the Customer shall be calculated as follows:

Customer Price = (MSRP or List Price – Customer Discount as set forth in Appendix C, Pricing Index) x (1 + DIR Administrative Fee, as set forth in the Contract).

2) Customers purchasing products and services under this Contract may negotiate more advantageous pricing or participate in special promotional offers. In such event, a copy of such better offerings shall be furnished to DIR upon request.

3) If pricing for products or services available under this Contract is provided by the Vendor at a lower price to: (i) an eligible Customer who is not purchasing those products or services under this Contract or (ii) to any other customer under the same terms and conditions provided for the State for the same commodities and services under this contract, then the available Customer Price in this Contract shall be adjusted to that lower price. This requirement applies to products or services quoted by Vendor or its resellers for a quantity of one (1) under like terms and conditions, and does not apply to volume or special pricing purchases. Vendor shall notify DIR within ten (10) days and this Contract shall be amended to reflect the lower price.

D. Shipping and Handling Fees

The price to the Customer under this Contract shall include all shipping and handling fees. Shipments will be Free On Board Customer's Destination. No additional fees shall be charged to the Customer for standard shipping and handling. If the Customer requests expedited or special delivery, Customer will be responsible for any charges for expedited or special delivery.

E. Tax-Exempt

As per Section 151.309, Texas Tax Code, Customers under this Contract are exempt from the assessment of State sales, use and excise taxes. Further, Customers under this Contract are exempt from Federal Excise Taxes, 26 United States Code Sections 4253(i) and (j).

F. Travel Expense Reimbursement

Pricing for services provided under this Contract are exclusive of any travel expenses that may be incurred in the performance of those services. Travel expense reimbursement may include personal vehicle mileage or commercial coach transportation, hotel accommodations, parking and meals; provided, however, the amount of reimbursement by Customers shall not exceed the amounts authorized for state employees as adopted by each Customer; and provided, further, that all reimbursement rates shall not exceed the maximum rates established for state employees under the current State Travel Management Program (http://www.window.state.tx.us/procurement/prog/stmp/). Travel time may not be included as part of the amounts payable by Customer for any services rendered under this Contract. The DIR administrative fee specified in the Contract is not applicable to travel expense reimbursement. Anticipated travel expenses must be pre-approved in writing by Customer.

G. Changes to Prices

Subject to the requirements of this section, Vendor may change the price of any product or service at any time, based upon changes to the MSRP, but discount levels shall remain consistent with the discount levels specified in this Contract.

1) Price increase or decrease change requests must be requested with a signed cover letter indicating the change in price. Price increase requests must be accompanied by a copy of the manufacturer or publisher's price list.

2) Price decreases shall take effect automatically during the term of this Contract and shall be passed onto the Customer immediately.

3) Requests for price increases will be accepted or rejected by DIR within thirty (30) calendar days after receipt of a properly submitted request. Increases that are not accepted within thirty (30) calendar days will be deemed rejected. If a properly submitted increase is rejected, Vendor may request that the product or service rejected be removed from the Contract. The product or service will be removed from the Contract upon execution of a written Contract amendment, which shall be transmitted to Vendor by DIR within thirty (30) calendar days after receipt of the written request to remove the product or service and executed by both parties without undue delay. Existing pricing must be honored up to the date of execution of the Contract amendment. Prices may not be increased for at least ninety (90) calendar days after the contract start date. Price reductions will be accepted at any time.

H. Purchase Orders

All Customer Purchase Orders will be placed directly with the Order Fulfiller. Accurate Purchase Orders shall be effective and binding upon Order Fulfiller when accepted by Order Fulfiller.

I. Invoices

1) Invoices shall be submitted by the Order Fulfiller directly to the Customer and shall be issued in compliance with Chapter 2251, Texas Government Code. All payments for products and/or services purchased under the Contract and any provision of acceptance of such products and/or services shall be made by the Customer to the Order Fulfiller.

2) Invoices must be timely and accurate. Each invoice must match Customer's Purchase Order and include any written changes that may apply, as it relates to products, prices and quantities. Invoices must include the Customer's Purchase Order number or other pertinent information for verification of receipt of the product or services by the Customer.

3) The administrative fee as set forth in the Contract shall not be broken out as a separate line item when pricing or invoice is provided to Customer.

J. Payments

Customers shall comply with Chapter 2251, Texas Government Code, in making payments to Order Fulfiller. The statute states that payments for goods and services are due thirty (30) calendar days after the goods are provided, the services completed, or a correct invoice is received, whichever is later. Payment under the Contract shall not foreclose the right to recover wrongful payments.

9. Contract Administration

A. Contract Managers

DIR and the Vendor will each provide a Contract Manager to support the Contract. Information regarding the Contract Manager will be posted on the Internet website designated for the Contract.

1) State Contract Manager

DIR shall provide a Contract Manager whose duties shall include but not be limited to: i) advising DIR and Vendor of Vendor's compliance with the terms and conditions of the Contract, ii) periodic verification of product pricing, and iii) verification of monthly reports submitted by Vendor.

2) Vendor Contract Manager

Vendor shall provide a dedicated Contract Manager whose duties shall include but not be limited to: i) supporting the marketing and management of the Contract, ii) facilitating dispute resolution between a Order Fulfiller and a Customer, and iii) advising DIR of Order Fulfillers performance under the terms and conditions of the Contract. DIR reserves the right to require a change in Vendor's then-current Contract Manager if the assigned Contract Manager is not, in the reasonable opinion of DIR, adequately serving the needs of the State.

B. Reporting and Administrative Fees

1) Reporting Responsibility

a) Vendor shall be responsible for reporting all products and services purchased through Order Fulfillers under the Contract. Vendor shall file the monthly reports, subcontract reports, and pay the administrative fees in accordance with the due dates specified in this section.

b) DIR shall have the right to verify required reports and to take any actions necessary to enforce its rights under this section, including but not limited to compliance checks of Vendor's applicable Contract books at DIR's expense.

2) Detailed Monthly Report

Vendor shall electronically provide DIR with a detailed monthly report in the format required by DIR showing the dollar volume of any and all sales under the Contract for the previous calendar month period. Reports shall be submitted to the DIR ICT Cooperative Contracts E-Mail Box at ict.sales@dir.texas.gov. Reports are due on the fifteenth (15^{th}) calendar day after the close of the previous month period. If the 15^{th} calendar day falls on a weekend or state or federal holiday, the report shall be due on the next business day. The monthly report shall include, per transaction: the detailed sales for the period, Customer name, invoice date, invoice number, description, quantity, MSRP or List Price, unit price, extended price, Customer Purchase Order number, contact name, Customer's complete billing address, the administrative fee due for the reporting period, and other information as required by DIR. Each report must contain all information listed above per transaction or the report will be rejected and returned to the Vendor for correction in accordance with this section.

3) Historically Underutilized Businesses Subcontract Reports

a) Vendor shall electronically provide each Customer with Vendor's relevant

Historically Underutilized Business Subcontracting Report, pursuant to the Contract, as required by Chapter 2161, Texas Government Code. Reports shall also be submitted to DIR.

b) Reports shall be due in accordance with the CPA rules.

4) DIR Administrative Fee

a) An administrative fee shall be paid by Vendor to DIR to defray the DIR costs of negotiating, executing, and administering the Contract. The maximum administrative fee is set by the Texas Legislature in the biennial General Appropriations Act. Payment of the administrative fee shall be due on the fifteenth (15^{th}) calendar day after the close of the previous month period. DIR may change the amount of the administrative fee upon thirty (30) calendar days written notice to Vendor without the need for a formal contract amendment.

b) Vendor shall reference the DIR Contract number, reporting period, and administrative fee amount on any remittance instruments.

5) Accurate and Timely Submission of Reports

a) The reports and administrative fees shall be accurate and timely and submitted in accordance with the due dates specified in this section. Vendor shall correct any inaccurate reports or administrative fee payments within three (3) business days upon written notification by DIR. Vendor shall deliver any late reports or late administrative fee payments within three (3) business days upon written notification by DIR. If Vendor is unable to correct inaccurate reports or administrative fee payments or deliver late reports and fee payments within three (3) business days, Vendor must contact DIR and provide a corrective plan of action, including the timeline for completion of correction. The corrective plan of action shall be subject to DIR approval.

b) Should Vendor fail to correct inaccurate reports or cure the delay in timely delivery of reports and payments within the corrective plan of action timeline, DIR reserves the right to require an independent third party audit of the Vendor's records as specified in C.3 of this Section, at DIR's expense.

c) Failure to timely submit three (3) reports or administrative fee payments within any rolling twelve (12) month period may, at DIR's discretion, result in the addition of late fees of $100/day for each day the report or payment is due (up to $1000/month) or suspension or termination of Vendor's Contract.

C. Records and Audit

1) Acceptance of funds under the Contract by Vendor and/or Order Fulfiller acts as acceptance of the authority of the State Auditor's Office, or any successor agency or designee, to conduct an audit or investigation in connection with those funds. Vendor further agrees to cooperate fully with the State Auditor's Office or its successor or designee in the conduct of the audit or investigation, including providing all records requested. Vendor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Vendor or directly by Order Fulfillers and the requirement to cooperate is included in any subcontract or Order Fulfiller contract it awards pertaining to the Contract. Under the direction of the Legislative

Audit Committee, a Vendor that is the subject of an audit or investigation by the State Auditor's Office must provide the State Auditor's Office with access to any information the State Auditor's Office considers relevant to the investigation or audit.

2) Vendor and Order Fulfillers shall maintain adequate records to establish compliance with the Contract until the later of a period of four (4) years after termination of the Contract or until full, final and unappealable resolution of all Compliance Check or litigation issues that arise under the Contract. Such records shall include per transaction: the Order Fulfiller's company name if applicable, Customer name, invoice date, invoice number, description, part number, manufacturer, quantity, MSRP or list price, unit price, extended price, Customer Purchase Order number, contact name, Customer's complete billing address, the calculations supporting each administrative fee owed DIR under the Contract, Historically Underutilized Businesses Subcontracting reports, and such other documentation as DIR may request.

3) Vendor and/or Order Fulfillers shall grant access to all paper and electronic records, books, documents, accounting procedures, practices and any other items relevant to the performance of the Contract to the DIR Internal Audit department or DIR Contract Management staff, including the compliance checks designated by the DIR Internal Audit department, DIR Contract Management staff, the State Auditor's Office, and of the United States, and such other persons or entities designated by DIR for the purposes of inspecting, Compliance Checking and/or copying such books and records. Vendor and/or Order Fulfillers shall provide copies and printouts requested by DIR without charge. DIR shall provide Vendor and/or Order Fulfillers ten (10) business days' notice prior to inspecting, Compliance Checking, and/or copying Vendor's and/or Order Fulfiller's records. Vendor's and/or Order Fulfillers records, whether paper or electronic, shall be made available during regular office hours. Vendor and/or Order Fulfiller personnel familiar with the Vendor's and/or Order Fulfiller's books and records shall be available to the DIR Internal Audit department, or DIR Contract Management staff and designees as needed. Vendor and/or Order Fulfiller shall provide adequate office space to DIR staff during the performance of Compliance Check. If Vendor is found to be responsible for inaccurate reports, DIR may invoice for the reasonable costs of the audit, which Vendor must pay within thirty (30) calendar days of receipt.

4) For procuring State Agencies whose payments are processed by the Texas Comptroller of Public Accounts, the volume of payments made to Order Fulfillers through the Texas Comptroller of Public Accounts and the administrative fee based thereon shall be presumed correct unless Vendor can demonstrate to DIR's satisfaction that Vendor's calculation of DIR's administrative fee is correct.

D. Contract Administration Notification

1) Upon execution of the Contract, Vendor shall provide DIR with written notification of the following: i) Vendor Contract Administrator name and contact information, ii) Vendor sales representative name and contact information, and iii) name and contact information of Vendor personnel responsible for submitting reports and payment of administrative fees specified herein.

2) Upon execution of the Contract, DIR shall provide Vendor with written notification

of the following: i) DIR Contract Administrator name and contact information, and ii) DIR Cooperative Contracts E-Mail Box information.

10. Vendor Responsibilities

A. Indemnification

1) INDEPENDENT CONTRACTOR

VENDOR AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, IT IS FURNISHING PRODUCTS AND SERVICES IN THE CAPACITY OF AN INDEPENDENT CONTRACTOR AND THAT VENDOR IS NOT AN EMPLOYEE OF THE CUSTOMER OR THE STATE OF TEXAS.

2) Acts or Omissions

Vendor shall indemnify and hold harmless the State of Texas and Customers, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES arising out of, or resulting from any acts or omissions of the Vendor or its agents, employees, subcontractors, Order Fulfillers, or suppliers of subcontractors in the execution or performance of the Contract and any Purchase Orders issued under the Contract. THE DEFENSE SHALL BE COORDINATED BY VENDOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. VENDOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

3) Infringements

a) Vendor shall indemnify and hold harmless the State of Texas and Customers, AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES from any and all third party claims involving infringement of United States patents, copyrights, trade and service marks, and any other intellectual or intangible property rights in connection with the PERFORMANCES OR ACTIONS OF VENDOR PURSUANT TO THIS CONTRACT. VENDOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY VENDOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL.

b) Vendor shall have no liability under this section if the alleged infringement is caused in whole or in part by: (i) use of the product or service for a purpose or in a manner for which the product or service was not designed, (ii) any modification made to the product without Vendor's written approval, (iii) any modifications made to the product by the Vendor pursuant to Customer's specific instructions, (iv) any intellectual property right owned by or licensed to Customer, or (v) any use of the product or service by Customer that is not in conformity with the terms of any applicable license agreement.

c) If Vendor becomes aware of an actual or potential claim, or Customer provides Vendor with notice of an actual or potential claim, Vendor may (or in the case of an injunction against Customer, shall), at Vendor's sole option and expense: (i) procure for the Customer the right to continue to use the affected portion of the product or service, or (ii) modify or replace the affected portion of the product or service with functionally equivalent or superior product or service so that Customer's use is non-infringing.

B. Taxes/Worker's Compensation/UNEMPLOYMENT INSURANCE

1) VENDOR AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, VENDOR SHALL BE ENTIRELY RESPONSIBLE FOR THE LIABILITY AND PAYMENT OF VENDOR'S AND VENDOR'S EMPLOYEES' TAXES OF WHATEVER KIND, ARISING OUT OF THE PERFORMANCES IN THIS CONTRACT. VENDOR AGREES TO COMPLY WITH ALL STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS' COMPENSATION. THE CUSTOMER AND/OR THE STATE SHALL NOT BE LIABLE TO THE VENDOR, ITS EMPLOYEES, AGENTS, OR OTHERS FOR THE PAYMENT OF TAXES OR THE PROVISION OF UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION OR ANY BENEFIT AVAILABLE TO A STATE EMPLOYEE OR EMPLOYEE OF ANOTHER GOVERNMENTAL ENTITY CUSTOMER.

2) VENDOR AGREES TO INDEMNIFY AND HOLD HARMLESS CUSTOMERS, THE STATE OF TEXAS AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, AND/OR ASSIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES, RELATING TO TAX LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION IN ITS PERFORMANCE UNDER THIS CONTRACT. VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY VENDOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. VENDOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

C. Vendor Certifications

Vendor certifies on behalf of Vendor and its designated Order Fulfillers that they:

(i) have not given, offered to give, and do not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Contract;

(ii) are not currently delinquent in the payment of any franchise tax owed the State and are not ineligible to receive payment under §231.006 of the Texas Family Code and acknowledge the Contract may be terminated and payment withheld if this certification is inaccurate;

(iii) neither they, nor anyone acting for them, have violated the antitrust laws of the United States or the State, nor communicated directly or indirectly to any competitor or any other person engaged in such line of business for the purpose of obtaining an unfair price advantage;

(iv) have not received payment from DIR or any of its employees for participating in the preparation of the Contract;

(v) under Section 2155.004, Texas Government Code, the vendor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate;

(vi) to the best of their knowledge and belief, there are no suits or proceedings pending or threatened against or affecting them, which if determined adversely to them will have a material adverse effect on the ability to fulfill their obligations under the Contract;

(vii) Vendor and its principals are not suspended or debarred from doing business with the federal government as listed in the *System for Award Management (SAM)* maintained by the General Services Administration;

(viii) as of the effective date of the Contract, are not listed in the prohibited vendors list authorized by Executive Order #13224, *"Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism",* published by the United States Department of the Treasury, Office of Foreign Assets Control;

(ix) to the extent applicable to this scope of this Contract, Vendor hereby certifies that it is in compliance with Subchapter Y, Chapter 361, Health and Safety Code related to the Computer Equipment Recycling Program and its rules, 30 TAC Chapter 328;

(x) agree that any payments due under this contract will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas;

(xi) are in compliance Section 669.003, Texas Government Code, relating to contracting with executive head of a state agency;

(xii) have identified all current or former, within the last five years, employees of the State assigned to work on the DIR Contract 20% or more of their time and have disclosed them to DIR and have disclosed or do not employ any relative of a current or former state employee within two degrees of consanguinity, and, if these facts change during the course of the Contract, certify they shall disclose the name and other pertinent information about the employment of current and former employees and their relatives within two degrees of consanguinity;

(xiii) represent and warrant that the provision of goods and services or other performance under the Contract will not constitute an actual or potential conflict of interest and certify that they will not reasonably create the appearance of impropriety, and, if these facts change during the course of the Contract, certify they shall disclose the actual or potential conflict of interest and any circumstances that create the appearance of impropriety;

(xiv) under Section 2155.006, Government Code, are not ineligible to receive the specified contract and acknowledge that this contract may be terminated and payment withheld if this certification is inaccurate;

(xv) have complied with the Section 556.0055, Texas Government Code, restriction on lobbying expenditures. In addition, they acknowledge the applicability of §2155.444 and §2155.4441, Texas Government Code, in fulfilling the terms of the Contract; and

(xvi) represent and warrant that the Customer's payment and their receipt of appropriated or other funds under this Agreement are not prohibited by Sections 556.005 or Section 556.008, Texas Government Code.

During the term of the Contract, Vendor shall, for itself and on behalf of its Order Fulfillers, promptly disclose to DIR all changes that occur to the foregoing certifications, representations and warranties. Vendor covenants to fully cooperate in the development and execution of resulting documentation necessary to maintain an accurate record of the certifications, representations and warranties.

In addition, Vendor understands and agrees that Vendor may be required to comply with additional terms and conditions or certifications that an individual customer may require due to state and federal law (e.g., privacy and security requirements).

D. Ability to Conduct Business in Texas

Vendor and its Order Fulfiller shall be authorized and validly existing under the laws of its state of organization, and shall be authorized to do business in the State of Texas.

E. Equal Opportunity Compliance

Vendor agrees to abide by all applicable laws, regulations, and executive orders pertaining to equal employment opportunity, including federal laws and the laws of the State in which its primary place of business is located. In accordance with such laws, regulations, and executive orders, the Vendor agrees that no person in the United States shall, on the grounds of race, color, religion, national origin, sex, age, veteran status or handicap, be excluded from employment with or participation in, be denied the benefits of, or be

otherwise subjected to discrimination under any program or activity performed by Vendor under the Contract. If Vendor is found to be not in compliance with these requirements during the term of the Contract, Vendor agrees to take appropriate steps to correct these deficiencies. Upon request, Vendor will furnish information regarding its nondiscriminatory hiring and promotion policies, as well as specific information on the composition of its principals and staff, including the identification of minorities and women in management or other positions with discretionary or decision-making authority.

F. Use of Subcontractors

If Vendor uses any subcontractors in the performance of this Contract, Vendor must make a good faith effort in the submission of its Subcontracting Plan in accordance with the State's Policy on Utilization of Historically Underutilized Businesses. A revised Subcontracting Plan shall be required before Vendor can engage additional subcontractors in the performance of this Contract. Vendor shall remain solely responsible for the performance of its obligations under the Contract.

G. Responsibility for Actions

1) Vendor is solely responsible for its actions and those of its agents, employees, or subcontractors, and agrees that neither Vendor nor any of the foregoing has any authority to act or speak on behalf of DIR or the State.

2) Vendor, for itself and on behalf of its subcontractors, shall report to DIR promptly when the disclosures under Certification Statement of Appendix A to the RFO and/or Section 10.C. (xii) and (xiii), Vendor Certifications of this Appendix A to the Contract change. Vendor covenants to fully cooperate with DIR to update and amend the Contract to accurately disclose employment of current or former State employees and their relatives and/or the status of conflicts of interest.

H. Confidentiality

1) Vendor acknowledges that DIR and Customers that are state agencies are government agencies subject to the Texas Public Information Act. Vendor also acknowledges that DIR and Customers that are state agencies will comply with the Public Information Act, and with all opinions of the Texas Attorney General's office concerning this Act.

2) Under the terms of the Contract, DIR may provide Vendor with information related to Customers. Vendor shall not re-sell or otherwise distribute or release Customer information to any party in any manner.

I. Security of Premises, Equipment, Data and Personnel

Vendor and/or Order Fulfiller may, from time to time during the performance of the Contract, have access to the personnel, premises, equipment, and other property, including data, files and /or materials (collectively referred to as "Data") belonging to the Customer. Vendor and/or Order Fulfiller shall use their best efforts to preserve the safety, security, and the integrity of the personnel, premises, equipment, Data and other property of the Customer, in accordance with the instruction of the Customer. Vendor and/or Order Fulfiller shall be responsible for damage to Customer's equipment, workplace, and its contents when such damage is caused by its employees or subcontractors. If a Vendor

and/or Order Fulfiller fails to comply with Customer's security requirements, then Customer may immediately terminate its Purchase Order and related Service Agreement.

J. Background and/or Criminal History Investigation

Prior to commencement of any services, background and/or criminal history investigation of the Vendor and/or Order Fulfiller's employees and subcontractors who will be providing services to the Customer under the Contract may be performed by certain Customers having legislative authority to require such investigations. Should any employee or subcontractor of the Vendor and/or Order Fulfiller who will be providing services to the Customer under the Contract not be acceptable to the Customer as a result of the background and/or criminal history check, then Customer may immediately terminate its Purchase Order and related Service Agreement or request replacement of the employee or subcontractor in question.

K. Limitation of Liability

For any claim or cause of action arising under or related to the Contract: i) to the extent permitted by the Constitution and the laws of the State, none of the parties shall be liable to the other for punitive, special, or consequential damages, even if it is advised of the possibility of such damages; and ii) Vendor's liability for damages of any kind to the Customer shall be limited to the total amount paid to Vendor under the Contract during the twelve months immediately preceding the accrual of the claim or cause of action. However, this limitation of Vendor's liability shall not apply to claims of bodily injury; violation of intellectual property rights including but not limited to patent, trademark, or copyright infringement; indemnification requirements under this Contract; and violation of State or Federal law including but not limited to disclosures of confidential information and any penalty of any kind lawfully assessed as a result of such violation.

L. Overcharges

Vendor hereby assigns to DIR any and all of its claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 U.S.C.A. Section 1, et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. and Comm. Code Section 15.01, et seq.

M. Prohibited Conduct

Vendor represents and warrants that, to the best of its knowledge as of the date of this certification, neither Vendor nor any Order Fulfiller, subcontractor, firm, corporation, partnership, or institution represented by Vendor, nor anyone acting for such Order Fulfiller, subcontractor, firm, corporation or institution has: (1) violated the antitrust laws of the State of Texas under Texas Business & Commerce Code, Chapter 15, or the federal antitrust laws; or (2) communicated its response to the Request for Offer directly or indirectly to any competitor or any other person engaged in such line of business during the procurement for the Contract.

N. Required Insurance Coverage

As a condition of this Contract with DIR, Vendor shall provide the listed insurance coverage within 5 business days of execution of the Contract if the Vendor is awarded services which require that Vendor's employees perform work at any Customer premises

and/or use employer vehicles to conduct work on behalf of Customers. In addition, when engaged by a Customer to provide services on Customer premises, the Vendor shall, at its own expense, secure and maintain the insurance coverage specified herein, and shall provide proof of such insurance coverage to the related Customer within five (5) business days following the execution of the Purchase Order. Vendor may not begin performance under the Contract and/or a Purchase Order until such proof of insurance coverage is provided to, and approved by, DIR and the Customer. All required insurance must be issued by companies that are A rated by A.M. Best, licensed in the State of Texas, and authorized to provide the corresponding coverage. The Customer and DIR will be named as Additional Insureds on all required coverage. Required coverage must remain in effect through the term of the Contract and each Purchase Order issued to Vendor there under. The minimum acceptable insurance provisions are as follows:

1) Commercial General Liability

Commercial General Liability must include a combined single limit of $1,000,000 per occurrence for coverage A, B, & C including products/completed operations, where appropriate, with a separate aggregate limit of $2,000,000. 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) 30-day Notice of Termination in favor of DIR and/or Customer; and
e) Waiver of Transfer Right of Recovery Against Others in favor of DIR and/or Customer.

2) Workers' Compensation Insurance

WORKERS' COMPENSATION INSURANCE AND EMPLOYERS' LIABILITY COVERAGE MUST INCLUDE LIMITS CONSISTENT WITH STATUTORY BENEFITS OUTLINED IN THE TEXAS WORKERS' COMPENSATION ACT (ART. 8308-1.01 ET SEQ. TEX. REV. CIV. STAT) AND MINIMUM POLICY LIMITS FOR EMPLOYERS' LIABILITY OF $1,000,000 BODILY INJURY PER ACCIDENT, $1,000,000 BODILY INJURY DISEASE POLICY LIMIT AND $1,000,000 PER DISEASE PER EMPLOYEE.

3) Business Automobile Liability Insurance

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) 30-day Notice of Termination; and

c) Additional Insured.

O. Use of State Property

Vendor is prohibited from using the Customer's equipment, the customer's location, or any other resources of the Customer or the State for any purpose other than performing services under this Agreement. For this purpose, equipment includes, but is not limited to, copy machines, computers and telephones using State long distance services. Any charges incurred by Vendor using the Customer's equipment for any purpose other than performing services under this Agreement must be fully reimbursed by Vendor to the Customer immediately upon demand by the Customer. Such use shall constitute breach of contract and may result in termination of the contract and other remedies available to DIR and Customer under the contract and applicable law.

P. Immigration

The Vendor shall comply with all requirements related to federal immigration laws and regulations, to include but not be limited to, the Immigration and Reform Act of 1986, the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 ("IIRIRA") and the Immigration Act of 1990 (8 U.S.C.1101, et seq.) regarding employment verification and retention of verification forms for any individual(s) who will perform any labor or services under this Contract.

The Vendor shall require its subcontractors to comply with the requirements of this Section and the Vendor is responsible for the compliance of its subcontractors. Nothing herein is intended to exclude compliance by Vendor and its subcontractors with all other relevant federal immigration statutes and regulations promulgated pursuant thereto.

Q. Public Disclosure

No public disclosures or news releases pertaining to this contract shall be made without prior written approval of DIR.

R. Product and/or Services Substitutions

Substitutions are not permitted without the written permission of DIR or Customer.

S. Secure Erasure of Hard Disk Products and/or Services

Vendor agrees that all products and/or services equipped with hard disk drives (i.e. computers, telephones, printers, fax machines, scanners, multifunction devices, etc.) shall have the capability to securely erase data written to the hard drive prior to final disposition of such products and/or services, either at the end of the Customer's Managed Services product's useful life or the end of the related Customer Managed Services Agreement for such products and/ services, in accordance with 1 TAC 202.

T. Deceptive Trade Practices; Unfair Business Practices

1) Vendor represents and warrants that neither Vendor nor any of its Subcontractors has been (i) found liable in any administrative hearing, litigation or other proceeding of Deceptive Trade Practices violations as defined under Chapter 17, Texas Business & Commerce Code, or (ii) has outstanding allegations of any Deceptive Trade Practice pending in any administrative hearing, litigation or other proceeding.

2) Vendor certifies that it has no officers who have served as officers of other entities who (i) have been found liable in any administrative hearing, litigation or other proceeding of Deceptive Trade Practices violations or (ii) have outstanding allegations of any Deceptive Trade Practice pending in any administrative hearing, litigation or other proceeding.

U. Drug Free Workplace Policy

Vendor shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.) and maintain a drug-free work environment; and the final rule, government-wide requirements for drug-free work place (grants), issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 280, Subpart F) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and Vendor shall comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued.

V. Accessiblity of Public Information

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.

2) Each State government entity should supplement the provision set forth in Subsection 1, above, with the additional terms agreed upon by the parties regarding the specific format by which the Vendor is required to make the information accessible by the public.

W. Vendor Reporting Requirements

Vendor shall comply with Subtitle C, Title 5, Business & Commerce Code, Chapter 109 as added by HB 2539 of the 83rd Texas Legislature, Regular Session, requiring computer technicians to report images of child pornography.

11. Contract Enforcement

A. Enforcement of Contract and Dispute Resolution

1) Vendor and DIR agree to the following: (i) a party's failure to require strict performance of any provision of the Contract shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision, (ii) for disputes not resolved in the normal course of business, the dispute resolution process provided for in Chapter 2260, Texas Government Code, shall be used, and (iii) actions or proceedings arising from the Contract shall be heard in a state court of competent jurisdiction in Travis County, Texas.

2) Disputes arising between a Customer and the Vendor shall be resolved in accordance with the dispute resolution process of the Customer that is not inconsistent with subparagraph A.1 above. DIR shall not be a party to any such dispute unless DIR, Customer, and Vendor agree in writing.

3) State agencies are required by rule (34 TAC §20.108(b)) to report vendor performance through the Vendor Performance Tracking System (VPTS) on every purchase over $25,000.

B. Termination

1) Termination for Non-Appropriation

a) Termination for Non-Appropriation by Customer

Customer may terminate Purchase Orders if funds sufficient to pay its obligations under the Contract are not appropriated: i) by the governing body on behalf of local governments; ii) by the Texas legislature on behalf of state agencies; or iii) by budget execution authority provisioned to the Governor or the Legislative Budget Board as provided in Chapter 317, Texas Government Code. In the event of non-appropriation, Vendor and/or Order Fulfiller will be provided ten (10) calendar days written notice of intent to terminate. Notwithstanding the foregoing, if a Customer issues a Purchase Order and has accepted delivery of the product or services, they are obligated to pay for the product or services or they may return the product and discontinue using services under any return provisions that Vendor offers. In the event of such termination, the Customer will not be considered to be in default or breach under this Contract, nor shall it be liable for any further payments ordinarily due under this Contract, nor shall it be liable for any damages or any other amounts which are caused by or associated with such termination.

b) Termination for Non-Appropriation by DIR

DIR may terminate Contract if funds sufficient to pay its obligations under the Contract are not appropriated: by the i) Texas legislature or ii) by budget execution authority provisioned to the Governor or the Legislative Budget Board as provided in Chapter 317, Texas Government Code. In the event of non-appropriation, Vendor and/or Order Fulfiller will be provided thirty (30) calendar days written notice of intent to terminate. In the event of such termination, DIR will not be considered to be in default or breach under this Contract, nor shall it be liable for any further payments ordinarily due under this Contract, nor shall it be liable for any damages or any other amounts which are caused by or associated with such termination.

2) Absolute Right

DIR shall have the absolute right to terminate the Contract without recourse in the event that: i) Vendor becomes listed on the prohibited vendors list authorized by Executive Order #13224, *"Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism",* published by the United States Department of the Treasury, Office of Foreign Assets Control; ii) Vendor becomes suspended or debarred from doing business with the federal government as listed in the *System for Award Management (SAM)* maintained by the General Services Administration; or (iii) Vendor is found by DIR to be ineligible to hold this Contract under Subsection (b) of Section 2155.006, Texas Government Code. Vendor shall be

provided written notice in accordance with Section 12.A, Notices, of intent to terminate.

3) Termination for Convenience

DIR may terminate the Contract, in whole or in part, by giving the other party thirty (30) calendar days written notice. A Customer may terminate a Purchase Order by giving the other party thirty (30) calendar days written notice.

4) Termination for Cause

a) Contract

Either DIR or Vendor may issue a written notice of default to the other upon the occurrence of a material breach of any covenant, warranty or provision of the Contract, upon the following preconditions: first, the parties must comply with the requirements of Chapter 2260, Texas Government Code in an attempt to resolve a dispute; second, after complying with Chapter 2260, Texas Government Code, and the dispute remains unresolved, then the non-defaulting party shall give the defaulting party thirty (30) calendar days from receipt of notice to cure said default. If the defaulting party fails to cure said default within the timeframe allowed, the non-defaulting party may, at its option and in addition to any other remedies it may have available, cancel and terminate the Contract. Customers purchasing products or services under the Contract have no power to terminate the Contract for default.

b) Purchase Order

Customer or Order Fulfiller may terminate a Purchase Order upon the occurrence of a material breach of any term or condition: (i) of the Contract, or (ii) included in the Purchase Order in accordance with Section 4.B.2 above, upon the following preconditions: first, the parties must comply with the requirements of Chapter 2260, Texas Government Code, in an attempt to resolve a dispute; second, after complying with Chapter 2260, Texas Government Code, and the dispute remains unresolved, then the non-defaulting party shall give the defaulting party thirty (30) calendar days from receipt of notice to cure said default. If the defaulting party fails to cure said default within the timeframe allowed, the non-defaulting party may, at its option and in addition to any other remedies it may have available, cancel and terminate the Purchase Order.

5) Customer Rights Under Termination

In the event the Contract expires or is terminated for any reason, a Customer shall retain its rights under the Contract and the Purchase Order issued prior to the termination or expiration of the Contract. The Purchase Order survives the expiration or termination of the Contract for its then effective term.

6) Vendor or Order Fulfiller Rights Under Termination

In the event a Purchase Order expires or is terminated, a Customer shall pay: 1) all amounts due for products or services ordered prior to the effective termination date and ultimately accepted, and 2) any applicable early termination fees agreed to in such Purchase Order.

C. Force Majeure

DIR, Customer, or Order Fulfiller may be excused from performance under the Contract for any period when performance is prevented as the result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party experiencing the event of Force Majeure has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance and to shorten the duration of the event of Force Majeure. The party suffering an event of Force Majeure shall provide notice of the event to the other parties when commercially reasonable. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination. However, a Customer may terminate a Purchase Order if it is determined by the Customer that Order Fulfiller will not be able to deliver product or services in a timely manner to meet the business needs of the Customer.

12. Notification

A. Notices

All notices, demands, designations, certificates, requests, offers, consents, approvals and other instruments given pursuant to the Contract shall be in writing and shall be validly given on: (i) the date of delivery if delivered by email, facsimile transmission, mailed by registered or certified mail, or hand delivered, or (ii) three business days after being mailed via United States Postal Service. All notices under the Contract shall be sent to a party at the respective address indicated in Section 6 of the Contract or to such other address as such party shall have notified the other party in writing.

B. Handling of Written Complaints

In addition to other remedies contained in the Contract, a person contracting with DIR may direct their written complaints to the following office:

Public Information Office
Department of Information Resources
Attn: Public Information Officer
300 W. 15th Street, Suite 1300
Austin, Texas 78701
(512) 475-4759, facsimile

13. Captions

The captions contained in the Contract, Appendices, and its Exhibits are intended for convenience and reference purposes only and shall in no way be deemed to define or limit any provision thereof.

Commissioners Court - Regular Session **25.**

Meeting Date: 04/25/2017

2014 CIP Budget Transfer

Submitted By: Emmeline Palma, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving 2014 CIP Budget Transfer Request to move $62,212.45 from Secure Messaging (P427) to Phone System Upgrade (P425).

Background

The transfer is to cover the contract amount and part of the phone system upgrade.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	04/19/2017 10:09 AM
Form Started By: Emmeline Palma		Started On: 04/19/2017 09:59 AM
Final Approval Date: 04/19/2017		

Commissioners Court - Regular Session **26.**

Meeting Date: 04/25/2017

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

Submitted For: Robert Daigh **Submitted By:** Vicky Edwards, Unified Road System

Department: Unified Road System

Agenda Category: Regular Agenda Items

Information

Agenda Item

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

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	03/29/2017 01:41 PM
Form Started By: Vicky Edwards		Started On: 03/29/2017 08:56 AM
Final Approval Date: 03/29/2017		

Commissioners Court - Regular Session **27.**

Meeting Date: 04/25/2017

CR 176 at RM 2243 TCEQ Agent Authorizarion Form

Submitted By: Dawn Haggard, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding a TCEQ Agent Authorization Form for the Edwards Aquifer Protection Program associated with CR 176 at RM 2243, a Road Bond Project in Commissioner Pct. 3.

Background

The CR 176 at RM 2243 project requires TCEQ approval of a Water Pollution and Abatement Plan (WPAP) prior to construction. A TCEQ Agent Authorization Form is required to authorize an employee of O'Brien Engineering Services to submit the needed WPAP for TCEQ review and approval on behalf of the County.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CR 176 at RM 2243 TCEQ Agent Authorizarion Form

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	04/19/2017 09:42 AM
Form Started By: Dawn Haggard		Started On: 04/18/2017 01:22 PM
Final Approval Date: 04/19/2017		

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

I Judge Dan A. Gattis,
Print Name

County Judge,
Title - Owner/President/Other

of Williamson County,
Corporation/Partnership/Entity Name

have authorized Odalys Johnson, P.E.
Print Name of Agent/Engineer

of O'Brien Engineering Services
Print Name of Firm

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

I also understand that:

1. The applicant is responsible for compliance with 30 Texas Administrative Code Chapter 213 and any condition of the TCEQ's approval letter. The TCEQ is authorized to assess administrative penalties of up to $10,000 per day per violation.

2. For those submitting an application who are not the property owner, but who have the right to control and possess the property, additional authorization is required from the owner.

3. Application fees are due and payable at the time the application is submitted. The application fee must be sent to the TCEQ cashier or to the appropriate regional office. The application will not be considered until the correct fee is received by the commission.

4. A notarized copy of the Agent Authorization Form must be provided for the person preparing the application, and this form must accompany the completed application.

5. No person shall commence any regulated activity on the Edwards Aquifer Recharge Zone, Contributing Zone or Transition Zone until the appropriate application for the activity has been filed with and approved by the Executive Director.

SIGNATURE PAGE:

Applicant's Signature _____ Date _____

THE STATE OF _____ §

County of _____ §

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

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

_____
NOTARY PUBLIC

_____
Typed or Printed Name of Notary

MY COMMISSION EXPIRES: _____

Commissioners Court - Regular Session **28.**

Meeting Date: 04/25/2017

Southwest Bypass Segment 1 - Standard Utility Agreement with Oncor Electric

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 Standard Utility Agreement with Oncor Electric for utility relocation for the Southwest Bypass Segment 1 Project, a Road Bond Project in Commissioner Precinct 3.

Background

Oncor Electric has existing facilities in conflict with the Southwest Bypass Segment 1 Project. The Standard Utility Agreement for the relocations is for a total amount of $43,829.12. Oncor is 33.33% eligible for reimbursement. The total anticipated reimbursement to Oncor by the County is $14,608.25 (33.33% of $43,829.12).

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

SWBypassOncourUtilityAgreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	04/19/2017 09:42 AM
Form Started By: Dawn Haggard		Started On: 04/18/2017 02:08 PM
Final Approval Date: 04/19/2017		

REIMBURSEMENT AGREEMENT

This Reimbursement Agreement ("Agreement") is made and entered into and effective the 27 day of MARCH 27, 2017, by and between Oncor Electric Delivery LLC (hereinafter referred to as "Utility"), and Williamson County, Texas, (hereinafter referred to as "County").

WITNESSETH:

WHEREAS, Utility is the owner of certain proposed to; install 4 poles and ancillaries, remove 2 poles, 462 linear feet overhead conductor and ancillaries. (herein called Facilities).

WHEREAS, County desires to construct proposed Southwest Bypass, Ph 1: Sta: 370+00 to Sta: 380+00, (Hereinafter called "Project") and make improvements to Project as shown on plans submitted to Utility;

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

- Oncor relocation consists of: Installing 4 poles and ancillaries, removing 2 poles, 462 linear feet overhead conductor and ancillaries.
- County will reimburse Utility for Engineering Services, Inspection Services and Internal cost only.
- Upon completion of Project, Contractor will provide an as-built drawing of the relocation to the Utility and County.

WHEREAS, Utility, under the terms hereinafter stated, has evaluated the Project and is willing to perform Work to its Facilities to accommodate the Project, provided the County reimburses Utility for 33.33% of its eligible costs for labor and materials to do the Work.

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

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

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

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

   Estimated 4 of poles along with apparatus defined as Work = $43,829.12

County agrees to bear 33.33% of the eligible costs incurred by utility relating to the Work. Final eligible costs may be more or less than the Estimate, which shall not be construed as a limitation of costs for such Work. County recognizes that Utility may use one or more contractors to perform the Work.

4. Upon completion of said Work, Utility shall make an accounting of final costs and provide County an invoice of the same. The final eligible cost may be greater or less than the Estimate and County shall be liable to Utility for 33.33% of the eligible final cost. After receipt and approval of invoice, County shall pay the full amount within 30 days.

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

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

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

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

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

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

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

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

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

UTILITY

Utility: Oncor Electric Delivery
Name of Utility

By: Keith Hull
Authorized Signature

Keith Hull
Print or Type Name

Title: Vice President Distribution Operations

Date: March 27, 2017

WILLIAMSON COUNTY

By: _____
Authorized Signature

Dan A. Gattis
Print or Type Name

Title: Williamson County Judge

Date: _____

ONCOR
Electric Delivery LLC

ONCOR Project:	**3335876**
District:	**NA**
County:	**Williamson**
Federal Proj. No.:	**NA**
ROW CSJ No.:	**NA**
County Rd.:	**SW Bypass Ph 1**
From:	**Sta 370+00**
To:	**Sta 380+00**
Eligibility Ratio	**33.33%**

Attachments

Includes:

- Summary Estimate
- Labor Estimate
- Materials Estimate
- Vouchers Estimate
- Utility Account Method
- Work Schedule
- Property Interest
- Betterment Estimates
- Plan Drawings

ONCOR

Electric Delivery LLC

ONCOR Project:	**3335876**
District:	**NA**
County:	**Williamson**
Federal Proj. No.:	**NA**
ROW CSJ No.:	**NA**
County Road No.:	**SW Bypass Ph 1**
From:	**Sta 370+00**
To:	**Sta 380+00**
Eligibility Ratio	**33.33%**

Attachment "A"
Summary Estimate

Contractors Expense	11,692.75	
Vouchers	15,000.00	
Materials	5,534.54	
subtotal 1 :		32,227.29
Construction Overhead		11,601.83
subtotal 2 :		43,829.12
OED Tax Expense		0.00
subtotal 3 :		43,829.12
Total Charged to Project		43,829.12
Salvage Material		0.00
Net Estimated Cost		43,829.12
Less Betterment		0.00
Estimated Cost		43,829.12
Eligibility Ratio	**33.33%**	14,608.25

ONCOR
Electric Delivery LLC

ONCOR Project:	**3335876**
District:	**NA**
County:	**Williamson**
Federal Proj. No.:	**NA**
ROW CSJ No.:	**NA**
County Road No.:	**SW Bypass Ph 1**
From:	**Sta 370+00**
To:	**Sta 380+00**
Eligibility Ratio	**33.33%**

Attachment "A"
Labor Estimate

Work Unit	Description	Estimated Quantity	Estimated Cost Per Unit	Estimated Cost
MS7000I	Cover-up. Includes: Placement And Removal Of All Rubber Blanket(s) And/or All Rubber Hoses Required Per Work Point. Unit Of Measure = Each Work Point.	15	$64.64	$ 969.60
OH4190R	Bare Conductor, Any Size. Includes: Rollers, String, Rope, Conductor, And Cleanup. Unit Of Measure = Per Foot, Per Conductor.	924	$0.17	$ 157.08
OH4040I	Crossarm Wood/fiberglass, Up To 10', Double. Includes: Drilling Pole, Crossarm, Braces And Mounting Hardware. Excludes Pins, Insulators, Deadends. Unit Of Measure = Each.	4	$82.34	$ 329.36
OH4040R	Crossarm Wood/fiberglass, Up To 10', Double. Includes: Drilling Pole, Crossarm, Braces And Mounting Hardware. Excludes Pins, Insulators, Deadends. Unit Of Measure = Each.	2	$75.19	$ 150.38
OH4030R	Crossarm, Wood/fiberglass, Up To 10', Single. Includes: Drilling Pole, Crossarm, Braces, And Mounting Hardware. Excludes Pins, Insulators, Deadends. Unit Of Measure = Each.	2	$30.41	$ 60.82
OH4410I	Cut Pole Top, Includes: Cut Pole And Remove Ground Wire As Required. Unit Of Measure =limit Of One Per Work Point	4	$70.59	$ 282.36
OH4110I	Cutout. Fused Or Solid Blade. Includes: Mount Cutout On Bracket As Required, Drill Hole's) As Required, Hardware, Cutout, And/or Bracket, Fuse, Jumper's) And Connection's). Unit Of Measure = Each.	1	$51.91	$ 51.91
OH4110R	Cutout. Fused Or Solid Blade. Includes: Mount Cutout On Bracket As Required, Drill Hole's) As Required, Hardware, Cutout, And/or Bracket, Fuse, Jumper's) And Connection's). Unit Of Measure = Each.	2	$48.32	$ 96.64
OH4070I	Dead-end Conductor, Primary, Through 4/0 Wire. Includes: Insulator And/or Dead-end, Hardware, And Sagging. Unit Of Measure = Per Conductor.	26	$30.02	$ 780.52
OH4070R	Dead-end Conductor, Primary, Through 4/0 Wire. Includes: Insulator And/or Dead-end, Hardware, And Sagging. Unit Of Measure = Per Conductor.	8	$15.88	$ 127.04
OH4090I	Dead-end Conductor. Secondary Or Neutral, Any Size. Includes: Insulator And/or Dead-end, Hardware And Sag. Bundled Conductor Considered One Dead-end. Unit Of Measure = Each.	10	$52.99	$ 529.90
OH4090R	Dead-end Conductor. Secondary Or Neutral, Any Size. Includes: Insulator And/or Dead-end, Hardware And Sag. Bundled Conductor Considered One Dead-end. Unit Of Measure = Each.	1	$26.47	$ 26.47

Work Unit	Description	Estimated Quantity	Estimated Cost Per Unit	Estimated Cost
OH4380I	Down Guy Or Pole To Pole Guy, Any Size, All Lengths. Includes: Pole And Anchor Attachment Hardware, Guy, Ground/guy Insulator As Required, Guy Tension, And Guy Guard. Unit Of Measure = Each.	3	$53.66	$ 160.98
OH4380R	Down Guy Or Pole To Pole Guy, Any Size, All Lengths. Includes: Pole And Anchor Attachment Hardware, Guy, Ground/guy Insulator As Required, Guy Tension, And Guy Guard. Unit Of Measure = Each.	4	$33.97	$ 135.88
OH4100I	Insulator Or Messenger Clamp, All Voltages (excluding Dead-end Insulators), Primary Or Secondary. Includes: Insulator, Pin/rack, Drilling If Required, Hardware, And Securing Conductor To Insulator. (this Unit Will Cover Installing Spreaders In Rts On A Pole Change Out) Unit Of Measure = Each.	14	$26.89	$ 376.46
OH4100R	Insulator Or Messenger Clamp, All Voltages (excluding Dead-end Insulators), Primary Or Secondary. Includes: Insulator, Pin/rack, Drilling If Required, Hardware, And Securing Conductor To Insulator. (this Unit Will Cover Installing Spreaders In Rts On A Pole Change Out) Unit Of Measure = Each.	25	$21.52	$ 538.00
OH4102R	Insulator, Double Pin, All Voltages Primary. Includes: Insulator, Pin, Drilling If Required, Hardware, And Securing Conductor To Insulator. Unit Of Measure = Each.	1	$32.16	$ 32.16
OH4025I	Oh Jumper.permanent Includes Primary Or Secondary: Conductor , Any Necessary Tie , And Connections. Unit Of Measure = Each.	18	$58.24	$ 1,048.32
OH4010I	Oh Set-up, New Construction, Large Projects (4 Work Points Worked Or More) Per Work Point Worked. Includes: Truck Set-up/breakdown, Tailboard, Personal Protective Equipment, Work Area Protection, Normal Traffic Control And Cleanup. Excludes Services For Service Department. Unit Of Measure = Each Work Point Worked.	5	$50.44	$ 252.20
OH4330R	Transformer, Single Phase, 50kva And Below, Or Individual Capacitor Unit On Pole Or Platform. Includes: Transformer Leads/jumpers As Required, Connections, Wildlife Protection And Verify Voltage. Excludes Brackets. Unit Of Measure = Each.	1	$78.74	$ 78.74
PS1090I	Anchor, Expanding/plate. Machine Dig. Includes: Load Anchor/rod, Locates, Assemble Anchor, Setup/breakdown, Dig Hole, Install Anchor W/ Rod, Backfill, Tamp, And Cleanup. Unit Of Measure = Each.	3	$167.40	$ 502.20
PS1010I	Pole, Wood, 50' Through 60', Machine Dig With Auger. Includes: Haul Pole, Locates, Setup/teardown, Dig Hole, Grounding/guard As Required, Locates, Set Pole, Backfill, Tamp Or Foam As Required, Pole Plate, Fln, Driven Ground (removal Only), Cleanup, And Ha	4	$470.94	$ 1,883.76
PS1010R	Pole, Wood, 50' Through 60', Machine Dig With Auger. Includes: Haul Pole, Locates, Setup/teardown, Dig Hole, Grounding/guard As Required, Locates, Set Pole, Backfill, Tamp Or Foam As Required, Pole Plate, Fln, Driven Ground (removal Only), Cleanup, And Ha	1	$359.96	$ 359.96
PS1000R	Pole, Wood, Through 45', Machine Dig With Auger. Includes: Haul Pole, Locates, Setup/teardown, Dig Hole, Grounding/guard As Required, Set Pole, Backfill, Tamp Or Foam As Required, Pole Plate, Fln, Driven Ground (removal Only), Cleanup And Haul-off Of Spoil. Unit Of Measure = Each.	5	$243.29	$ 1,216.45
PS1050I	Vac Hole For Pole Through 60'. Includes: Locates, Replenish Water Supply/discharge Spoil, Setup/breakdown, Excavating Hole And Securing Site For Public Safety. Excludes Rock Excavation. Unit Of Measure = Each.	5	$286.83	$ 1,434.15

Work Unit	Description	Estimated Quantity	Estimated Cost Per Unit	Estimated Cost
SV9000R	Oh Service, Duplex Or Triplex, Any Size, Any Length. Includes: Setup/breakdown, Any Necessary Cover, Service, Decadents), Hardware, Connections On Both Ends, Sag, Voltage Test, And Cleanup. (removal Includes Open Wire Or Bundled.) Excludes Field Assembled Services. Unit Of Measure = Each.	1	$111.41	$ 111.41

$ 11,692.75

ONCOR
Electric
Delivery LLC

ONCOR Project:	**3335876**
District:	**NA**
County:	**Williamson**
Federal Proj. No.:	**NA**
ROW CSJ No.:	**NA**
County Road No.:	**SW Bypass Ph 1**
From:	**Sta 370+00**
To:	**Sta 380+00**
Eligibility Ratio	**33.33%**

Attachment "A"

Materials Estimate

Buy America	Estimated Quanity	Estimate Unit	Description	Estimated Cost Per Unit	Estimated Cost
	1	EA	Line Hardware,Anchor, Plate, Expanding	$ 15.42	$ 15.42
	1	EA	Line Hardware,Anchor_Rod, Twineye, 3/4 i	$ 26.93	$ 26.93
	2	EA	Line Hardware,Anchor, Plate, Expanding	$ 54.02	$ 108.04
	2	EA	Line Hardware,Anchor_Rod, Tripleye, 1 in	$ 46.57	$ 93.14
	4	KT	Structure,Foam, 7 CF, 70 Psi Mininum Com	$ 152.35	$ 609.40
	4	EA	Structure,Crossarm, Dist, Penta Treated	$ 47.95	$ 191.80
	2	EA	Structure,Crossarm, Dist, Penta Treated	$ 38.51	$ 77.02
	2	EA	Structure,Crossarm, Dist, Penta Treated	$ 38.51	$ 77.02
	1	EA	Fuse,Cutout, Open, Single Vent, 25 KV, 1	$ 77.48	$ 77.48
	1	EA	Insulator,Guy, Guy Strain, 15000 LB, 36.	$ 21.14	$ 21.14
	50	FT	Line Hardware,Wire, Guy, 5/16 in, EHS, 7	$ 0.51	$ 25.50
	2	EA	Insulator,Guy, Guy Strain, 21000 LB, 36.	$ 29.11	$ 58.22
	100	FT	Line Hardware,Wire, Guy, 7/16 in, EHS, 7	$ 0.91	$ 91.00
	0.84	LB	Conductor,Wire, Bare, #6, DSA	$ 6.47	$ 5.43
	4	EA	Industrial,Plate, FLN, 6 X 5 X 0.018 IN,	$ 1.78	$ 7.12
	2	EA	Pole,Wood, Distribution, 50 FT, Cl 3	$ 836.39	$ 1,672.78
	2	EA	Pole,Wood, Transmission, 60 FT, Cl 3, Ro	$ 1,188.55	$ 2,377.10
					$ 5,534.54

ONCOR
Electric
Delivery LLC

ONCOR Project:	**3335876**
District:	**NA**
County:	**Williamson**
Federal Proj. No.:	**NA**
ROW CSJ No.:	**NA**
Highway No.:	**SW Bypass Ph 1**
From:	**Sta 370+00**
To:	**Sta 380+00**
Eligibility Ratio	**33.33%**

MATERIAL LIST "B"

Materials Estimate

Buy America						
	WR_NO	QTY	UOM	SOURCE	TSN	DESCR
	3335876	6	EA	N	00000001	For Donated Property/Zero Dollars
	3335876	1	EA	E	139421	Fuse,Link, Removable Buttonhead, Univers
	3335876	1	EA	E	300007	Connector,Clamp, Hotline
	3335876	2	EA	S	301535	Pole,Wood, Distribution, 50 FT, Cl 3
	3335876	6	EA	E	301580	Fasteners,Bolt, Double Arming, Full
	3335876	6	EA	E	301581	Fasteners,Bolt, Double Arming, Full
	3335876	6	EA	E	301588	Fasteners,Bolt, Mach, Square
	3335876	6	EA	E	301609	Fasteners,Bolt, Oval Eye
	3335876	8	EA	E	301627	Fasteners,Bolt, Mach, Square
	3335876	2	EA	E	301629	Fasteners,Bolt, Mach, Square
	3335876	2	EA	E	301636	Fasteners,Bolt, Mach, Square
	3335876	18	EA	E	302049	Fasteners,Nut, Oval Eye, 11 Tpi, Galv
	3335876	6	EA	E	302420	Fasteners,Washer, Round, 7/16 in ID, 3/8
	3335876	48	EA	E	302439	Fasteners,Washer, Double Coil Spring, 5/
	3335876	6	EA	E	302441	Fasteners,Washer, Double Coil Spring, 3/
	3335876	1	EA	S	302780	Fuse,Cutout, Open, Single Vent, 25 KV, 1
	3335876	6	EA	E	302881	Structure,Brace, Crossarm, 38 IN, Penta
	3335876	8	EA	E	302882	Structure,Brace, Crossarm, 60 IN, Penta
	3335876	4	EA	S	302883	Structure,Crossarm, Dist, Penta Treated
	3335876	4	EA	S	302884	Structure,Crossarm, Dist, Penta Treated
	3335876	14	EA	E	302977	Insulator,Pin, Radio Free, F-Neck, Gray,
	3335876	2	EA	S	302993	Insulator,Guy, Guy Strain, 21000 LB, 36.
	3335876	1	EA	S	302995	Insulator,Guy, Guy Strain, 15000 LB, 36.
	3335876	4	LB	E	303527	Fasteners,Staple, Slash Point, Galv Stee
	3335876	50	FT	S	303578	Line Hardware,Wire, Guy, 5/16 in, EHS, 7
	3335876	100	FT	S	303583	Line Hardware,Wire, Guy, 7/16 in, EHS, 7
	3335876	2	EA	E	304147	Connector,Clamp, Deadend
	3335876	1	EA	E	304151	Connector,Clamp, Deadend
	3335876	36	EA	E	304161	Connector,Clamp, Deadend, Side Open

	3335876	3	EA	E	304175	Line Hardware,Plate, Pole Eye, Galv Duct
	3335876	1	EA	E	304185	Connector,Grip, Deadend, Guywire, Black,
	3335876	3	EA	E	304186	Line Hardware,Guy_Guard, Marker, 8.0 FT,
	3335876	2	EA	E	304188	Line Hardware,Grip, Deadend, Guywire, Gr
	3335876	6	EA	E	304792	Fasteners,Bolt, Mach, Square
	3335876	6	EA	E	304840	Connector,H-Body, Compression, Al, Al-Al
	3335876	55	EA	E	305174	Fasteners,Washer, Square, 13/16 IN, 3/4
	3335876	1	EA	E	305605	Line Hardware,Bracket, Cutout Mounting,
	3335876	2	EA	S	310003	Line Hardware,Anchor, Plate, Expanding
	3335876	1	EA	S	310004	Line Hardware,Anchor, Plate, Expanding
	3335876	0	FT	S	310091	Conductor,Wire, Bare, #6, DSA
	3335876	2	EA	S	310363	Pole,Wood, Transmission, 60 FT, Cl 3, Ro
	3335876	1	EA	S	310630	Line Hardware,Anchor_Rod, Twineye, 3/4 i
	3335876	14	EA	E	311128	Line Hardware,Tie, Conductor, Single, To
	3335876	2	EA	S	313508	Line Hardware,Anchor_Rod, Tripleye, 1 in
	3335876	4	EA	S	314040	Structure,Foam, 7 CF, 70 Psi Mininum Com
	3335876	4	EA	S	314428	Industrial,Plate, FLN, 6 X 5 X 0.018 IN,
	3335876	16	LB	E	314431	Fasteners,Nail, Common, Galv, 4D
	3335876	26	EA	E	315035	Insulator,Suspension, Suspension, 25 KV
	3335876	14	EA	E	318729	Line Hardware,Pin_Crossarm, Galv Steel,
	3335876	6	EA	E	323811	Fasteners,Washer, Curved Plate, 13/16 IN

ONCOR

Electric Delivery LLC

ONCOR Project:	**3335876**
District:	**NA**
County:	**Williamson**
Federal Proj. No.:	**NA**
ROW CSJ No.:	**NA**
County Road No.:	**SW Bypass Ph 1**
From:	**Sta 370+00**
To:	**Sta 380+00**
Eligibility Ratio	**33.33%**

Attachment "A"

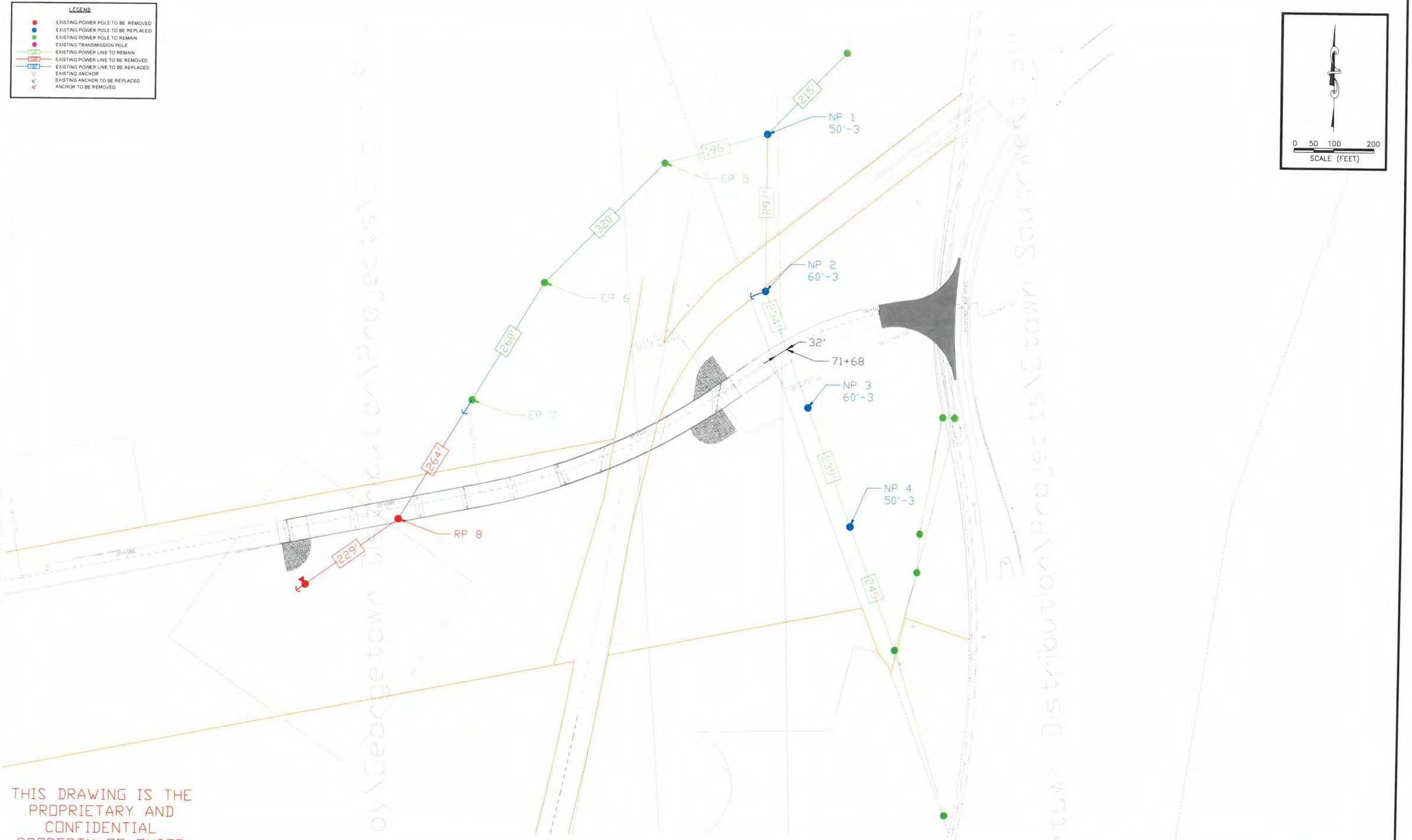
Voucher Estimate

	Description	Quantity	Unit	Estimated Cost Per Unit	Estimated Total Cost
	Tree Clearing	4	4 man crew	$2,500.00	$ 10,000.00
	RR Flagman	1	1 person	$5,000.00	$ 5,000.00
					$ -

15,000.00

LEGEND

- EXISTING POWER POLE TO BE REMOVED
- EXISTING POWER POLE TO BE REPLACED
- EXISTING POWER POLE TO REMAIN
- EXISTING TRANSMISSION POLE
- 100' EXISTING POWER LINE TO REMAIN
- 100' EXISTING POWER LINE TO BE REMOVED
- 100' EXISTING POWER LINE TO BE REPLACED
- EXISTING ANCHOR
- EXISTING ANCHOR TO BE REPLACED
- ANCHOR TO BE REMOVED



Date: 3/27/2017 8:47 AM User: BRAD CARABAJAL
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THIS DRAWING IS THE PROPRIETARY AND CONFIDENTIAL PROPERTY OF ONCOR

Ltr.	Date	Revision	By	Chkd.	Appd.
A	1/9/17	Measurement Correction	EN		

Ltr.	Date	Revision	By	Chkd.	Appd.

MAIN OFFICE
P.O. BOX 970
SPRING BRANCH, TEXAS 78070
PHONE # (830) 228-5446
FAX # (830) 885-2170

M & S ENGINEERING
ENGINEERS, PLANNERS AND SURVEYORS
TEXAS REGISTERED ENGINEERING FIRM F-1394

BRANCH OFFICE
102 W. MORROW STE 101
GEORGETOWN, TEXAS 78626
PHONE # (512) 868-8364

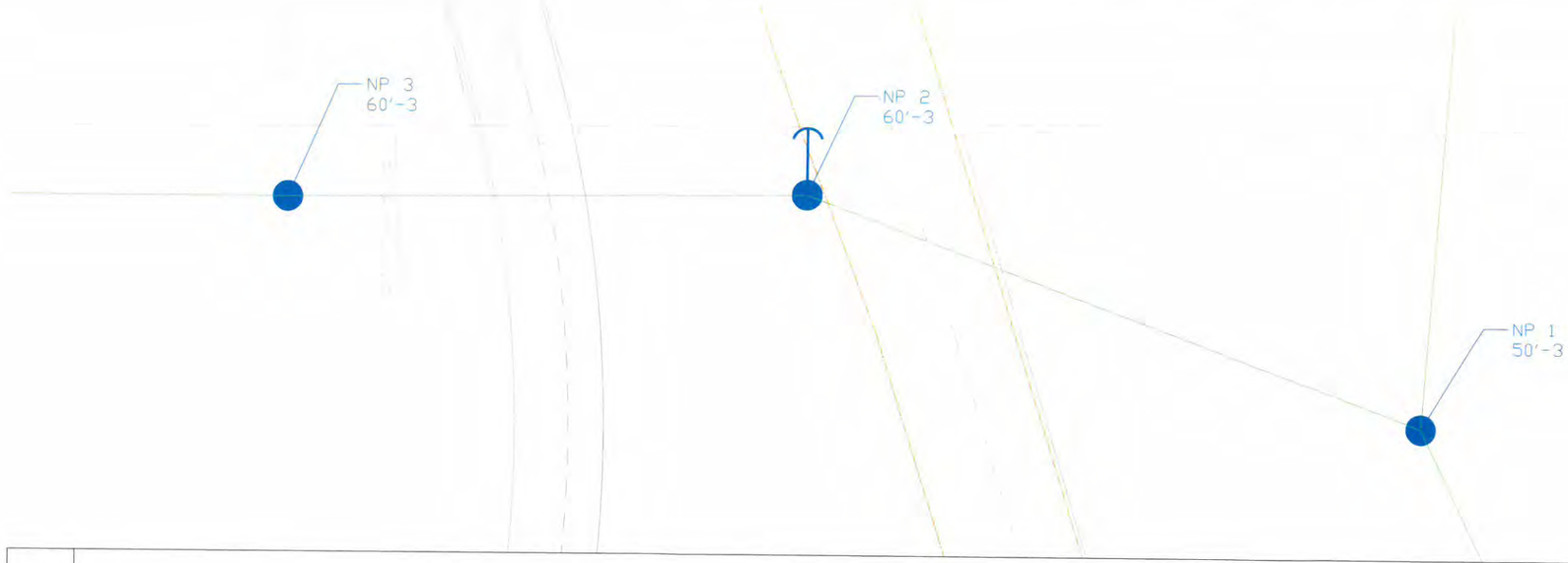
ONCOR

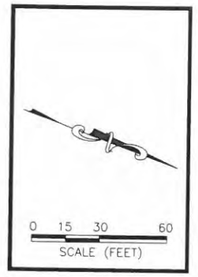
Georgetown SW Bypass
4516ONCOR.025
14.4/24.9 kV

DATE: 12/13/2016
SCALE: 1" = 100'
ENGINEER: Paul Elkins
DESIGNED BY: R. Hiller
DRAWN BY: E. Newnam
SHEET: 1 OF 2

LEGEND

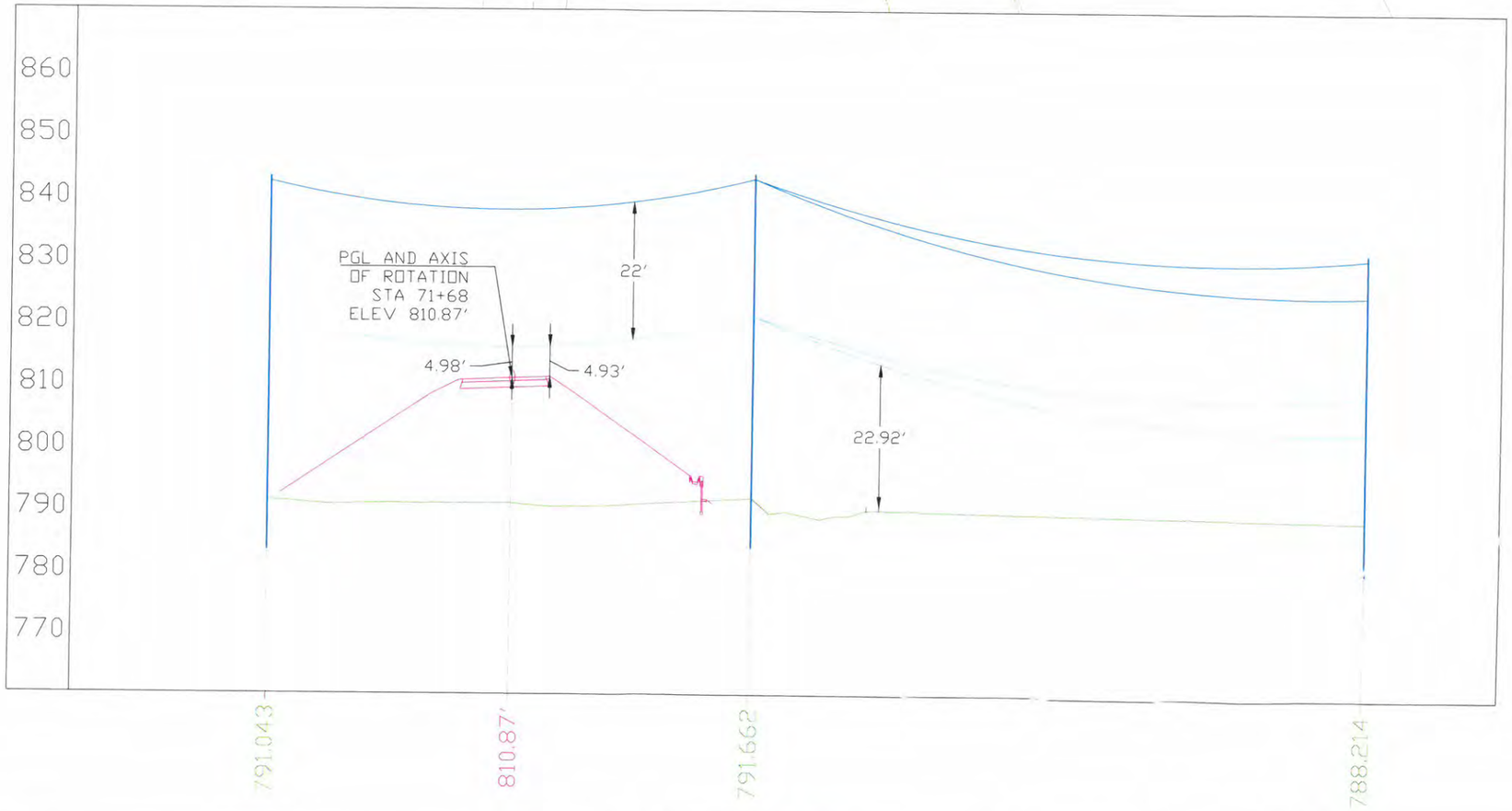
- EXISTING POWER POLE TO BE REMOVED
- EXISTING POWER POLE TO BE REPLACED
- EXISTING POWER POLE TO REMAIN
- EXISTING TRANSMISSION POLE
- EXISTING POWER LINE TO REMAIN
- EXISTING POWER LINE TO BE REMOVED
- EXISTING POWER LINE TO BE REPLACED
- EXISTING ANCHOR
- EXISTING ANCHOR TO BE REPLACED
- ANCHOR TO BE REMOVED





LEGEND

- PROPOSED OVERHEAD POWER LINES
- 22 FT OFFSET FROM POWER LINES
- EXISTING GROUND
- PROPOSED ROADWAY
- EXISTING RAIL ROAD



Vertical 0 5 10 20 SCALE (FEET)

Horizontal 0 15 30 60 SCALE (FEET)

THIS DRAWING IS THE
PROPRIETARY AND
CONFIDENTIAL
PROPERTY OF ONCOR

Date: 3/22/2017, 8:49 AM User: BRAD CARABAJAL
File: C:\USERS\BCARABAJAL\APPDATA\LOCAL\MICROSOFT\WINDOWS\TEMPORARY INTERNET FILES\CONTENT OUTLOOK\XZJWZQE2\4516ONCOR 025.DWG

Ltr.	Date	Revision	By	Chkd.	Appd.
A	1/9/17	Measurement Corection	EN		

M&S ENGINEERING
ENGINEERS PLANNERS AND SURVEYORS
TEXAS REGISTERED ENGINEERING FIRM F-1394

MAIN OFFICE
PO BOX 659
SPRING BRANCH, TEXAS 78070
PHONE # (830) 229-5446
FAX # (830) 885-2178

BRANCH OFFICE
102 N. MORROW STE 101
GEORGETOWN, TEXAS 78626
PHONE # (512) 966-8564

ONCOR

Georgetown SW Bypass
4516ONCOR.025
14.4/24.9 kV

DATE: 12/19/2016
SCALE: As Shown
ENGINEER: Paul Elkins
DESIGNED BY: R. Hiller
DRAWN BY: E. Newnan
SHEET: 2 OF 2

ONCOR
Electric Delivery LLC

ONCOR Project:	**3335876**
District:	**NA**
County:	**Williamson**
Federal Proj. No.:	**NA**
ROW CSJ No.:	**NA**
County Road No.:	**SW Bypass Ph 1**
From:	**Sta 370+00**
To:	**Sta 380+00**
Eligibility Ratio	**33.33%**

Attachment "B"

Utility Schedule of Work and Estimated Date of Completion

Estimated Start Date *	May 8, 2017
Estimated Number of Days For Completion	25 working days, does **not** include holidays, does **not** include weekends. 35 total days, **INCLUDES** weekends, (7 days per week) does **not** include holidays,
Estimated Completion Date **	June 9, 2017

*** Start date is based on receipt of signed County contract and acquired Road R.O.W.**

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

Note: **In the event that it becomes necessary, and/or at County's request, Oncor will ask if crews will work 7 days per week (their volitional option and does not include holidays) in order to facilitate getting the project done as quickly as possible. This will increase the labor costs. O.E.D. will work with County in the event that a Supplemental Agreement is necessary if the costs exceed 25%.**

ONCOR
Electric Delivery LLC

ONCOR Project:	**3335876**
District:	**NA**
County:	**Williamson**
Federal Proj. No.:	**NA**
ROW CSJ No.:	**NA**
County Road No.:	**SW Bypass Ph 1**
From:	**Sta 370+00**
To:	**Sta 380+00**
Eligibility Ratio	**33.33%**

Attachment "C"

Eligibility Ratio

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

* This Procedure to be used on County Projects

ONCOR
Electric Delivery LLC

Eligibility Ratio Worksheet

ONCOR Project: 3335876
TXDOT U-NO.: NA
District: NA
County: Williamson
Federal Proj. No.: NA
ROW CSJ No.: NA
Highway No.: Southwest Bypass
From: 370+00
To: 380+00
Eligibility Ratio: 33.33%

Pole Count

Poles Removed, Covered by Private Easement, PUE	2
Total Poles Removed, in ROW and Private	6

Sheet 1 2/6

Sheet 2 _____

Sheet 3 _____

Sheet 4 _____

ONCOR
Electric Delivery LLC

ONCOR Project:	**3335876**
District:	**NA**
County:	**Williamson**
Federal Proj. No.:	**NA**
ROW CSJ No.:	**NA**
County Road No.:	**SW Bypass Ph 1**
From:	**Sta 370+00**
To:	**Sta 380+00**
Eligibility Ratio	**33.33%**

Attachment "D"

Betterment Calculation and Estimates

Forced Betterments

Forced betterments, also known as non-elective betterments, are those necessitated by transportation project construction. This type is usually a **REIMBURSABLE** cost item. These items **must be properly documented by the utility** and include: (1) non-stocked items that are uneconomical to purchase; (2) items to comply with governmental laws and ordinances; (3) appropriate regulatory commission codes; (4) published, current design practices regularly followed by the utility in its own work; (5) installment of replacements of equivalent standard, although not identical; (6) betterments for which there are direct benefits to, and/or are required for, the transportation project.

County cost participation is based on the cost of providing the most economical replacement facility or restoration of functionally equivalent service to the facility being replaced.

Note: Forced Betterment will make the contract have an Eligibility Ratio AND a Reimbursement Ratio

Elective Betterments

The costs of elective betterment items are **ineligible** for County participation. Such elective betterments should be depicted on the plan as part of the work proposed.

X **No Betterments**

There is no betterment involved in this utility adjustment.

ATTACHMENT "E"

ONCOR

Electric Delivery LLC

ONCOR Project:	**3335876**
District:	**NA**
County:	**Williamson**
Federal Proj. No.:	**NA**
ROW CSJ No.:	**NA**
County Road No.:	**SW Bypass Ph 1**
From:	**Sta 370+00**
To:	**Sta 380+00**
Eligibility Ratio	**33.33%**

Proof of Property Interest

a distance of 545 feet for one (1) intermediate pole.

Grantor, whether one or more, for and in consideration of Ten and No/100 ($10.00) Dollars to Grantor in hand paid by Texas Power & Light Company of Dallas, Texas, has granted, sold and conveyed, and by these presents does grant, sell and convey, unto the said Company an easement for the above described pole.

~~The above described property constitutes no part of my homestead.~~

This description is based on a preliminary survey, and it is understood that said Company may relocate said line in the same general direction before or at any time after construction, and may relocate any of its structures along the course of said line.

Said Company shall have the right to erect 1 intermediate poles, 0 stubs, and 0 guy anchorages along the course of said line, together with the right of ingress and egress for the purpose of constructing, improving, inspecting, maintaining, operating and removing said line and appurtenances; the right to relocate said line in the same relative position to any adjacent road if and when said road is widened in the future; the right to install additional electric circuits along said line; and the right at all times to cut away and keep clear of said line and appurtenances all trees and other obstructions which, in the sole judgment of said Company, may endanger or interfere with the proper maintenance and operation of said line.

TO HAVE AND TO HOLD the above described easement and rights unto the said Company, its successors and asigns, until said line shall be abandoned.

EXECUTED this 20th day of June, A. D. 19 66.

Witnessed by:

....

CERTIFICATE OF ACKNOWLEDGMENT FOR INDIVIDUALS

THE STATE OF TEXAS }

County of Williamson }

BEFORE ME, the undersigned authority, on this day personally appeared Eula M. Miller, a feme sole,

known to me to be the person(s) whose name(s) is (are) subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ..... day of ....., A. D. 19.....

.....

Notary Public ..... County, Texas

Filed for Record on the 27 day of July A. D. 1966, at 8:00 o'clock A. M.

Duly Recorded this the 27 day of July A. D. 1966, at 3:40 o'clock P. M.

DICK CERVENKA, County Clerk
Williamson County, Texas
By Elaine Burgess Deputy

Form 53—3-65

Taylor District
Vol. 3135, PG 618

6.

7127

THE STATE OF TEXAS }

County of Williamson }

KNOW ALL MEN BY THESE PRESENTS:

That W. W. Laubach

of Williamson County, Texas, hereinafter called "Grantor", whether one or more, in consideration of the advantages which will accrue to Grantor from the construction of the electric power line hereinafter described, hereby grants to TEXAS POWER & LIGHT COMPANY, of Dallas, Texas, an easement and right of way for an electric power line consisting of a variable number of wires and one or more electric circuits, and all necessary or desirable appurtenances, and for a communication line and appurtenances, upon, over and across Grantor's land in the Lewis J. Dyches Survey, Abstract No. 180, Williamson County, Texas.

The center line of said power line shall be located across said land as follows:

Beginning at an existing Texas Power & Light Company angle pole, S/S 9+11,

located on the Grantor's property at a point being 45 feet north of southeast property corner and 2 feet west of Grantor's east boundary.

Thence in a northerly direction parallel to Grantor's east boundary and along the centerline of a present Texas Power & Light Company distribution line, a distance of 447 feet to a present Texas Power & Light Company angle pole, S/S 470.

Thence 18 deg. 0 min. LT, a distance of 400 feet to a present Texas Power & Light Company distribution pole, S/S 400, and its attached guy, said guy to extend 28 feet in an easterly direction.

Grantor, whether one or more, for and in consideration of Thirty and No/100 ($30.00) Dollars to Grantor in hand paid by Texas Power & Light Company of Dallas, Texas, has granted, sold and conveyed, and by these presents does grant, sell and convey, unto the said Company an easement for the above described poles and guy.

The above described property constitutes no part of my homestead.

This description is based on a preliminary survey, and it is understood that said Company may relocate said line in the same general direction before or at any time after construction, and may relocate any of its structures along the course of said line.

Said Company shall have the right to erect 2 poles, 0 stubs, and 1 guy anchorages along the course of said line, together with the right of ingress and egress for the purpose of constructing, improving, inspecting, maintaining, operating and removing said line and appurtenances; the right to relocate said line in the same relative position to any adjacent road if and when said road is widened in the future; the right to install additional electric circuits along said line; and the right at all times to cut away and keep clear of said line and appurtenances all trees and other obstructions which, in the sole judgment of said Company, may endanger or interfere with the proper maintenance and operation of said line.

TO HAVE AND TO HOLD the above described easement and rights unto the said Company, its successors and asigns, until said line shall be abandoned.

EXECUTED this 20th day of June, A. D. 1966.

Witnessed by:

W. W. Laubach

CERTIFICATE OF ACKNOWLEDGMENT FOR INDIVIDUALS

THE STATE OF TEXAS }
County of Williamson }

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 25th day of June, A. D. 1966.

E. F. Clark

Notary Public Williamson County, Texas

Filed for Record on the 27 day of June A. D. 1966, at 2:00 o'clock P. M.

Duly Recorded this the 27 day of June A. D. 1966, at 3:45 o'clock P. M.

DICK CERVENKA, County Clerk
Williamson County, Texas

By [illegible] Deputy

ATTACHMENT "F"

Utility Joint Use Agreement 80A

Agreement No: WC-JUA-UTILITY-Southwest Bypass Ph. 1

THE STATE OF TEXAS}
COUNTY OF WILLIAMSON}

County: Williamson
Road Location: Southwest Bypass Ph.1:
From: Sta: 370+00 to Sta: 380+00

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

WHEREAS, Oncor Electric Delivery Company LLC , hereinafter called the **Owner**, proposes to relocate certain of its facilities on, along or across, and within or over such limits of the roadway right of way as indicated on the plans attached, executed by **Owner** on the 27 day of MARCH, 2017, or on location sketches attached hereto except as provided below;

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

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

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

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

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

Owner: Oncor Electric Delivery LLC
Utility Name

By _____
Keith Hull

Title: Vice President Distribution Operations

Date: March 27, 2013

Williamson County

By _____
Authorized Signature

Title: Williamson County Judge

Date: _____

CobbFendley

LETTER OF TRANSMITTAL

To: HNTB
101 E. Old Settlers Blvd., Suite 100
Round Rock, Texas 78664

ATTENTION: Eddie Church

Date: April 7, 2017
CobbFendley Job: 1703.011.01.39A
Re: Williamson County
Southwest Bypass Ph 1
Oncor Electric Delivery LLC

WE ARE SENDING YOU THE FOLLOWING VIA: Hand Deliver

☐ Prints ☒ Originals ☐ Other

QUANTITY	DESCRIPTION
5	Oncor – Executed Utility Reimbursement Agreement

PURPOSE OF TRANSMITTAL:

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

REMARKS:

Eddie,

We have reviewed the executed Oncor Electric Delivery, LLC's Utility Reimbursement Agreement in the amount of $43,829.12 and are 33.33% eligible for reimbursement. The county will be reimbursing Oncor Electric Delivery LLC in the amount of $14,608.25

If you have any questions, please let me know.

Thank you,
Brenda

Copy To File

Received By:
Date & Time:

SIGNED
Brenda McAdams, Utility Specialist

505 East Huntland Drive, Suite 100 | Austin, Texas 78752 | 512.834.9798 | fax 512.834.9553 | www.cobbfendley.com

Commissioners Court - Regular Session **29.**

Meeting Date: 04/25/2017

HDR SW Bypass Inner Loop Contract Amendment No 2

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Contract Amendment no. 2 for the SW Bypass/SH 29 Inner Loop project between Williamson County and HDR Engineering, Inc. relating to the 2013 Road Bond Program.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

HDR-ContractAmendmen2-SWBypass

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	04/20/2017 10:04 AM
Form Started By: Marie Walters		Started On: 04/19/2017 05:31 PM
Final Approval Date: 04/20/2017		

RECEIVED
APR 13 2017
BY: PST

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

WILLIAMSON COUNTY ROAD BOND PROJECT:
SW Bypass/SH 29 Bypass/Inner Loop (IH35-FM2243) [P243]

THIS CONTRACT AMENDMENT NO. 1 to Williamson County Contract for Engineering Services is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and HDR Engineering, Inc. (the "Engineer") and becomes effective as of the date of the last party's execution below.

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

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

WHEREAS, the "Compensation Cap" under Article 5 of the Contract limits the maximum amount payable under the Contract to $1,750,000.00; and,

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

WHEREAS, it has become necessary to amend the Contract.

AGREEMENT

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

I. The Compensation Cap under Article 5 of the Contract is hereby increased from $1,750,000.00 to $3,100,000.

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

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

ENGINEER:

By: _____
Signature

Mark D. Borenstein
Printed Name

Vice President
Title

4/12/2017
Date

COUNTY:

By: _____
Signature

_____
Printed Name

_____
Title

_____
Date

OK
MJ 4/24/2017

Commissioners Court - Regular Session **30.**

Meeting Date: 04/25/2017

Atkins Contract Amendment No 2 Hairy Man Rd Brushy Creek Rd

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Contract Amendment No. 2 for the Hairy Man Road/Brushy Creek Road project between Williamson County and Atkins North America, Inc. relating to the 2013 Road Bond Program.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Atkins-ContractAmendment2-HairyManBrushyCreekRd

Atkins-WA3-HairyManBrushyCreekRd-PS&E

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	04/20/2017 10:04 AM
Form Started By: Marie Walters		Started On: 04/19/2017 05:38 PM
Final Approval Date: 04/20/2017		

RECEIVED
APR 17 2017
BY: PSI

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

WILLIAMSON COUNTY ROAD BOND PROJECT: Hairy Man Road/Brushy Creek Road Traffic Study (Project # P284) ("Project")

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

WHEREAS, the County and the Engineer executed the Williamson County Contract for Engineering Services dated effective September 18, 2014 (the "Contract");

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

WHEREAS, the "Compensation Cap" under Article 5 of the Contract limits the maximum amount payable under the Contract to $700,000.00; and,

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

WHEREAS, it has become necessary to amend the Contract.

AGREEMENT

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

I. The Compensation Cap under Article 5 of the Contract is hereby increased from $700,000.00 to $1,460,000.00.

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

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

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

ENGINEER:

By: B. D. Hall
Signature

Brian D. Hall
Printed Name

Vice President
Title

4/7/17
Date

COUNTY:

By: _____
Signature

Dan A. Gattis
Printed Name

County Judge
Title

_____
Date

OK
MM 4/18/2017

Exhibit D - Rate Schedule

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

STANDARD RATE SCHEDULE

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

DIRECT LABOR

OFFICE PERSONNEL SERVICES

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

FIELD PARTY SERVICES

Classification	Rates
1-Man Field Party	$110.00 per hour
2-Man Field Party	$140.00 per hour
3-Man Field Party	$160.00 per hour
4-Man Field Party	$180.00 per hour
Charges for special equipment:	
GPS Field Base Unit with Rover (R.T.K.)	$80.00 per hour
Additional Rover (R.T.K.)	$70.00 per hour
GPS Field Base Unit for Static Session	$70.00 per hour
Robotic Total Station with Rover	$80.00 per hour

Notes:
Field Party rates include conventional equipment, supplies and survey vehicles. Excessive use of stakes, lathes, etc., will be charged at cost.
A minimum of two (2) hours field party time charge will be made for show-up time and return to office, resulting from inclement weather conditions, etc.

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

Exhibit D - Rate Schedule

Geotechnical Investigation and Pavement Design
HVJ Associates, Inc.
Willliamson County
2016

	Rate	Unit
Field Investigation		
Mobilization/Demobilization	$400.00	each
Undisturbed sample boring w/3" Shelby tube	$22.50	linear foot
Add for coring in rock (Rock Coring Cost - Soft & Hard Rock) 0'-25' Depth	$22.50	linear foot
Texas Cone Penetration Test	$25.00	each
Standard Penetration Test	$22.50	each
Grout Backfill	$5.00	linear foot
Traffic Control	$1,200.00	day
Vehicle Trips	$50.00	each
Laboratory Testing		
Moisture Content	$18.00	each
Hydrometer Analysis	$200.00	each
Atterberg Limits	$75.00	each
Unconfined Compressive Strength Test	$50.00	each
Texas Triaxial	$1,750.00	each
Percent Passing No. 200 Sieve	$35.00	each
Sulfate Testing	$75.00	each
Soil PH Testing	$200.00	each
FWD Testing and Traffic Counts		
Mobilization/Demobilization	$400.00	each
FWD Equipment	$2,600.00	day
Traffic Control	$1,200.00	day
Traffic Counts	$800.00	each
Engineering Labor		
Senior Project Manager	$160.00	hour
Project Engineer	$125.00	hour
Staff Engineer	$100.00	hour
Senior Technician	$75.00	hour
Technician	$60.00	hour

RECEIVED
APR 17 2017
BY: PSF

WORK AUTHORIZATION NO. 3
PROJECT: Hairy Man Road/Brushy Creek Road Traffic Study (Project # P284)

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated September 16, 2014 and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Atkins North America, Inc. (the "Engineer").

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

Part 2. The maximum amount payable for services under this Work Authorization without modification is $702,706.50.

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, 2018. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

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

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

EXECUTED this ____ day of _____, 20___.

ENGINEER:	COUNTY:
Atkins North America, Inc.	Williamson County, Texas
By: _____ Signature	By: _____ Signature
Brian D. Hall Printed Name	Dan A. Gattis Printed Name
Vice President Title	County Judge Title

OK
M 4/18/2017

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

Hairy Man Road/Brushy Creek Road Traffic Study Scope (Project # P284)
Work Authorization No. 3
Attachment A – Services to be Provided by County

The County will provide the following:

1. Name, address and phone number of the County's project manager.
2. All available mapping, geographic information system (GIS) files, local and regional transportation plans, environmentally sensitive features, utilities, aerial photography, as-built plans, proposed design plans, bridge inspection data, studies, reports, plans, drawings, and other documents which are applicable as background information to be used in the performance of this work.
3. Timely reviews and approvals of working documents, reports, drawings, PS&E and other project deliverables to maintain an agreed upon project schedule as developed in Attachment C
4. Right-of-way and utility relocation acquisition cost estimates
5. A project specific geologic assessment, threatened & endangered species assessment, and Karst Feature Survey
6. Provide the specifications requirements for all surveys.
7. Provide current signed right-of-entry documents if needed for Surveyor's use in entering on private property. *See Attachment C Work Schedule for further comments.
8. Provide aluminum caps for iron rods, if applicable.
9. Provide brass caps for flush mount ROW markers, if applicable.
10. Provide Commitments for Title Insurance for all parcels to be acquired.

The County will communicate with local, regional and other agencies as required.

The County will be responsible for the following:

1. Reviewing and approving invoices
2. Distributing all press releases, meeting notices and elected official letters.
3. Speaking to public officials and media representatives.
4. Reviewing and commenting on deliverables, and providing final approval of documents and other items as identified in Attachment B.
5. Utility coordination, conflict identification, relocation design and cost estimates.
6. Preparation of the Regional Habitat Conservation Plan (RHCP) application and RHCP participation fee

Hairy Man Road/Brushy Creek Road Traffic Study Scope (Project # P284)
Work Authorization No. 3
Attachment B – Services to be Provided by Engineer

Objective

The objective of this Hairy Man Road/Brushy Creek Road work authorization is to prepare the Plans, Specifications and Estimates (PS&E) package and associated environmental and geotechnical studies for the Brushy Creek Road/Hairy Man Road Shoulder and Turn Lane Improvements.

Project Description

The project limits are Hairy Man Road/Brushy Creek Road from the Brushy Bend Drive low water crossing to Sam Bass Road. Hairy Man Road/Brushy Creek Road is currently a 2-lane undivided facility with narrow to no shoulders within the project limits. This project will provide 2' shoulders within the entire project limits and add left turn lanes for the parking lots at Olson Meadows Park and Creekside Park.

Service to be performed

The following scope of work identifies the major components of the study.

Task 1: Project Management

A. Project management and administration.
B. Develop and maintain a project execution plan.
C. Develop and maintain a project specific QA/QC plan.
D. Develop and maintain a project schedule in Microsoft Project.
E. Prepare for and hold project kickoff meeting.
F. Prepare and submit monthly project status reports and invoices.
G. Prepare for and attend one meeting at each milestone submittal (30/60/90/100) as needed.
H. Provide management, oversight and coordination of all subconsultant efforts.

Deliverables: ATKINS will deliver monthly project status reports and invoices.

Task 2 – Data Collection

A. Working with the Williamson County, ATKINS will obtain available existing information including corridor characteristics, regional development plans, environmentally sensitive features, aerial photography, current unit prices, contours, and mapping.
B. ATKINS will conduct a field review to gather information on existing physical features, environmentally sensitive features, drainage improvements, parks and trails.

Task 3 – Environmental Studies

ATKINS will conduct and prepare environmental due diligence documentation in accordance with the Williamson County Environmental Protocol (Revised January 2009). These efforts will include:

A. Conduct a field visit and prepare an environmental constraints map using secondary source data that will be verified and supplemented by the field visit.

B. Conduct archeological and historic resources survey and background review documenting avoidance or mitigation of sites within areas to be disturbed. Atkins will prepare an Archeological Survey Report and a Historic Resources Survey Report and coordinate with the Texas Historical Commission to obtain any necessary antiquities permits.
C. Atkins will collect data on surface water streams and other existing water resources and potential for impacts to any jurisdictional wetlands or waters of the U.S.
D. Perform a wetland delineation of the project right of way and prepare a Preliminary Jurisdictional Determination Report for submittal to USACE. Atkins will participate in the jurisdictional determination site visit with USACE and prepare a Section 404 Nationwide Permit Preconstruction Notification (NWP PCN) for any unavoidable wetland or water body impacts.
E. Conduct a Phase 1 Environmental Site Assessment to identify any potential contamination that may be present on the proposed right of way.

Deliverables: Environmental Constraints Map, Archeological Survey Report, Historic Resources Survey Report, Antiquities Permit, Jurisdictional Determination Report, NWP PCN, and Phase 1 ESA.

Task 4 – Survey

A. Perform an additional topographic and tree survey for five (5) separate areas as specified by Atkins along Hairy Man Road.
   - Coordinates for this project shall be per existing Hairy Man Road project as performed under Diamond Surveying, Inc. Williamson County Work Authorization #2 (2015).
   - Perform field and office work necessary to provide a topographic and tree survey (located trees 8" and larger) drawing for five (5) separate areas as specified by Client. Survey data will be provided in Microstation/Geopak compatible format. Surveyor will insert additional survey data and combine additional survey data with current survey data of the project and will provide Client with a combined Microstation/Geopak compatible format for all gathered information.
   - Surveyor to provide X, Y, Z coordinates for the 30 boring locations.
   - Surveyor shall enhance existing horizontal and vertical survey control for the project by setting permanent monuments in areas deemed to be in areas anticipated to be disturbed by construction activities. These permanent monuments are for use by future contractors and engineers for quality control during and after the construction phase of the project. Surveyor shall provide Client with a horizontal and vertical survey control exhibit with northing, easting, elevation, and point description, bearing basis with applicable combined surface adjustment factor and vertical datum.

B. Prepare Land Title Surveys for twenty-one (21) separate parcels of land for right-of-way and easement acquisition by Williamson County.
   - Obtain final right-of-way alignment determined by Client and relate to existing boundary lines for parcels to be acquired.
   - Perform office and field work necessary to determine the right-of-way lines of Hairy Man Road along Lot 61, Parkland (Drainage Easement), Creek Bend Section II, as recorded in

Cabinet F, Slide 144, Plat Records of Williamson County, Texas, (Plat shows boundary to be center of Hairy Man Road, and no easement information could be located by Diamond Surveying, Inc.), right-of-way to be determined by prescriptive easement based on maintenance performed by Williamson County and Public usage, and along the Clarence Lorenza Sauls tract, being a portion of the 197 acre (Third Tract), recorded in Volume 608, Page 936, Deed Records of Williamson County, Texas (no easement information could be located by Diamond Surveying, Inc.), right-of-way to be determined by prescriptive easement based on maintenance performed by Williamson County and Public usage.

- Obtain additional survey field data to determine correct positioning of side boundary lines to include the recovery of rear boundary corners.
- Surveyor shall coordinate with appropriate agency responsible for obtaining right of entries and prepare a list (excel spreadsheet) of the parcels (owner information) in which right of entry is required for performing the survey work. Surveyor shall notify right of entry agency when termination dates are approaching and when additional right-of-entries are required to complete the work. Appropriate agency responsible for right of entries will provide Surveyor with returned right of entry responses (letters) to properly maintain an up to date (current) list to be distributed accordingly.
- Provide list of owners to client to allow client to order title commitments for parcels to be acquired in order to show any existing easements or legal matters that may affect the right-of-way or easement parcels to be acquired.
- Prepare and furnish drawings with metes and bounds descriptions on 8 ½" X 11" sheets of each parcel necessary for right-of-way and easement acquisition.
- Perform field and office work necessary to set appropriate survey monumentation for each parcel.
- Perform supervisory tasks such as attending meetings, telephone calls with engineers and Client, scheduling and quality control.

Deliverables: Diamond Surveying will prepare a horizontal and vertical control layout exhibit which will include the benchmark system callouts. A database of property owner information and land title surveys for twenty-one (21) right-of-way and easement parcels will also be provided. Diamond Surveying will insert additional topographic survey data and combine additional survey data with current survey data of the project and will provide Client with a combined Microstation/Geopak compatible format for all gathered information.

Task 5 – PS&E Development

A. Roadway
   - Prepare up to 3 existing and up to 3 proposed project typical sections
   - Prepare project layout and horizontal data sheets
   - Prepare plan and profile (P&P) sheets for the roadway improvements
   - Prepare cross-sections at 50' intervals

- Prepare roadway quantity summaries

B. Traffic Control Plan (TCP)/Construction Sequence
   - A detailed TCP shall be developed for Hairy Man Road utilizing the MUTCD and the current TxDOT Barricade and Construction Standards. The TCP will identify the existing and proposed traffic control devices that will be used to handle traffic during construction, including regulatory signs, warning signs, construction warning signs, detour signs, construction pavement markings, channelizing devices, portable changeable message signs, flashing arrow boards, barricades, barriers, etc.
   - Prepare a narrative of the construction sequencing including acceptable construction work hours
   - Prepare roadway detour details as required for Hairy Man Road.
   - Prepare TCP quantity summaries

C. Signing and Pavement Markings
   - Prepare signing and pavement marking sheets showing existing signs, existing signs to be removed, proposed signs, proposed pavement markings, existing markings to be removed, and proposed object markers.
   - Prepare signing and pavement marking quantity summaries

D. Drainage
   - Review Drainage Report (KFA Report) and supporting analyses prepared by K Friese and Associates, Inc.
   - Site visits
   - Revise hydrologic analyses as needed
   - Revise hydraulic analyses for Brushy Creek as needed
   - Perform hydraulic analyses for existing and proposed cross-culverts
   - Perform hydraulic analyses for the proposed ditches
   - Prepare Drainage Area Map sheets
   - Prepare culvert layouts with plan and profile views. The plan information shall include the location of culvert, roadway alignment, traffic flow direction, culvert skew (if applicable), utilities and details for outlet protection as applicable. Profile information shall include roadway elements, culvert size, slope, existing and proposed ground lines and hydraulic data.
   - Prepare ditch design plans and details. Prepare a tabular ditch layout schedule that depicts pertinent information about the roadside ditch geometry and design. This table will also include station, offset, design flow, design flow line elevation, flow capacity and ditch lining material.
   - Prepare miscellaneous drainage details to support the construction of the proposed drainage structures.
   - Select standard details from TxDOT or the County list of standards for items such as culvert end treatments, junction boxes, etc. If necessary, provide drainage design details for "non-standard" drainage structures for cases where TxDOT standard details cannot be utilized.

- Prepare hydraulic data sheets for culverts
- Prepare drainage structures quantity summaries (including SW3P and Water Quality)

E. Prepare Storm Water Pollution Prevention Plan (SW3P) – Prepare SW3P plan sheets for minimizing potential impacts to receiving waterways. The SW3P shall include text describing the plan, quantities, phase and locations of erosion control features and any required permanent erosion control. The SW3P shall include Site/Plan Summary sheets showing the devices to be installed at culverts and side road intersections. The SW3P shall also include the SW3P Notes Sheet.

F. Prepare Water Pollution Abatement Plan (WPAP) – The project is located within the Edwards Aquifer "contributing zone" and "recharge zone" and therefore a WPAP is required. Coordination with Williamson County will be undertaken in order to develop Total Suspended Solids (TSS) load calculations and location of Best Management Practices (BMPs) required under the applicable rules. It is desirable that vegetative filter strips or grassy swales would be used as permanent BMPs to provide water quality for two proposed turn lanes, but the feasibility of these BMPs need to be confirmed by analyses. Prepare the WPAP application on behalf of the County and submit to Texas Commission on Environmental Quality (TCEQ).

G. Miscellaneous Items
   - Prepare cover sheet, index, and general notes sheets
   - Up to 8 retaining wall layouts including plan, profile, typical sections, geometry data and detail sheets
   - Prepare up to 13 driveway reconstruction layouts
   - Prepare opinion of probable construction costs and estimated construction time determination
   - Prepare project construction manual
   - Prepare design summary form
   - Compile standard drawings and standard details

Deliverables: Milestone submittals will be made at 30%, 60%, 90% and 100%. Unless otherwise excluded or modified in this scope of services, PS&E submittals will be developed in accordance with Williamson County Road Bond Program 30%/60%/90%/100% Plan Submittal Checklists (dated October 2016). Each milestone submittal will contain the items shown in the checklist for that milestone.

Task 6 – Geotechnical/Pavement Design

A. Geotechnical
   - HVJ proposes to drill a total of twenty (20) 20-foot soil borings spaced along the proposed walls at an approximate spacing of 200 feet. Also included are ten (10) 10-foot borings spaced at approximate 1000 foot spacings for roadway borings and proposed parking lots. Total drilling footage is 500 feet.
   - The soil borings will be properly backfilled with bentonite chips and a single lift of cold patch asphalt where applicable. The soil samples will be obtained using shelby tubes and/or split-

spoon samplers. Field-testing of soil samples will include pocket penetrometer in the cohesive soils and Standard Penetration Test (SPT) in the cohesionless soils.

- All the field sampling and laboratory tests will be performed according to typical geotechnical standards, where applicable, or with other well established procedures. HVJ will perform appropriate laboratory tests on soil samples recovered from the borings. Laboratory testing will include moisture content, liquid limit, plastic limit, unconfined compression, Texas Triaxial Classification, and percent passing No. 200 Sieve tests. In addition, HVJ will test for sulfate content of the subgrade samples.
- HVJ geotechnical staff will use the borings to prepare an estimate of the potential vertical rise (PVR) and Effective Plasticity Index (PI) for use in the subgrade stabilization design recommendations. HVJ will provide geotechnical analysis needed for pavement design per the Williamson County guidelines. Additional detail regarding pavement design scope follows.

B. Pavement Design

- HVJ will conduct nondestructive deflection testing (NDT) with the Falling Weight Deflectometer (FWD) along the existing roadway to calculate existing subgrade design parameters, as per TxDOT requirements. This data will also be used to finalize boring locations so that geotechnical data is collected based on changes in subgrade conditions identified in deflection profile plots of the NDT data.
- The pavement design will include consideration of traffic loads to be estimated by HVJ as well as geotechnical borings and lab testing results. The traffic data required includes current and projected traffic counts and truck percentages. HVJ proposes to collect current traffic counts to verify existing traffic.
- HVJ will prepare two Asphalt Concrete Pavement designs to include those outlined in the Williamson County Pavement Guidelines considering Flexible Base and the worst case subgrade conditions. HVJ will provide special attention to the high plasticity soils within the project limits. A recommendation on which of the two pavement designs to use on the project will be made based on cost and pavement durability.

Deliverables: A geotechnical and pavement design report will be prepared. In general, the following items will be included in the geotechnical report:

- Site vicinity map,
- Geology map,
- Plan of borings,
- Boring logs,
- Laboratory test results summary,
- Groundwater conditions,
- Generalized subsurface conditions,
- Slope Stability Analysis for walls and where fills exceed 10 feet

- External stability analysis for all retaining walls including bearing capacity, overturning and sliding,
- Pavement thickness design alternatives for the 30% submittal,
- Subgrade stabilization, if determined necessary, and
- General earthwork recommendations including backfill to be used behind walls.

Assumptions and Exclusions

- No utility coordination, conflict identification, relocation design or cost estimates are included. Williamson County's utility coordinator will be responsible for these tasks.
- Obtaining Right of Entry is not included
- Property appraisals, negotiations and acquisition services are not included
- A state/federal environmental document is not included
- Preparation of a USACE Section 404 Individual Permit is not included
- Williamson County will provide a Geologic Assessment, Threatened & Endangered Species Assessment, Karst Feature Survey, Regional Habitat Conservation Plan (RHCP) application and RHCP participation fee
- No public involvement is included
- No bridge design, traffic signal design, or illumination design is included
- No intersection layouts are included
- It is assumed that for this scope a new drainage study report will not be needed
- FEMA Coordination and LOMR/CLOMR are not included
- Water Quality BMP design/analysis and WPAP are only included for the two proposed turn lanes. If Water Quality is determined to be needed for areas outside the turn lanes a supplemental will be required. Vegetative filter strips or grassy swales are assumed to be the method for providing water quality. If other water quality treatment measures are proposed a supplemental will be necessary for the design.
- This scope assumes that there would be 12 non bridge-class culvert crossings
- TCEQ WPAP application fee is assumed to be no more than $5000. If it is more a supplemental will be required.

Hairy Man Road/Brushy Creek Road Traffic Study Scope (Project # P284)
Work Authorization No. 3
Attachment C – Work Schedule

Milestone	Task Description	Begin Date	End Date
NTP :		4/24/2017 (assumed)	
Task 1:	Project Management	4/24/2017	9/21/2018
Task 2:	Data Collection	4/24/2017	6/21/2017
Task 3:	Environmental Studies*	4/24/2017	4/20/2018
Task 4:	Survey	4/24/2017	3/5/2018
	Williamson County Acquire ROE	4/24/2017	6/21/2017
	Topographic and Tree Survey*	6/22/2017	10/19/2017
	Land Title Surveys*	6/22/2017	3/5/2018
Task 5:	PS&E Development	4/24/2017	6/4/2018
	30% PS&E	4/24/2017	9/3/2017
	60% PS&E*	9/4/2017	1/25/2018
	90% PS&E	1/26/2018	4/4/2018
	100% PS&E	4/5/2018	6/4/2018
Task 6:	Geotechnical/Pavement Design*	9/4/2017	1/5/2018

*Completion date is subject to right of entry being provided prior to commencement of work. If right of entry is provided on an "As Acquired" basis, preventing work from being performed on a linear basis, additional time and cost may need to be required.

HAIRY MAN RD/BRUSHY CREEK RD TRAFFIC STUDY (Project # P284)
Work Authorization No. 3
Attachment D - Fee Schedule

TASK Atkins North America, Inc., Inc.	Atkins	KFA	Diamond Surveying	HVJ	Total Labor Cost	Total Labor Cost
1. Project Management						$ 42,112.00
A. Project Management	$ 31,144.00	$ 10,008.00	$ -	$ 960.00	$ 42,112.00	
2. Data Collection						$ 17,720.00
A. Data Collection	$ 15,160.00	$ 2,560.00	$ -	$ -	$ 17,720.00	
3. Environmental Studies						$ 71,988.00
A. Environmental Studies	$ 71,988.00	$ -	$ -	$ -	$ 71,988.00	
4. Survey						$ 88,540.00
A. Topographic Survey	$ -	$ -	$ 19,760.00	$ -	$ 19,760.00	
B. Land Title Survey	$ -	$ -	$ 68,780.00	$ -	$ 68,780.00	
5. PS&E Development						$ 378,120.00
A. Roadway	$ 113,488.00	$ -	$ -	$ -	$ 113,488.00	
B. Traffic Control Plan (TCP)/Construction Sequence	$ 69,092.00	$ -	$ -	$ -	$ 69,092.00	
C. Signing and Pavement Marking	$ 32,134.00	$ -	$ -	$ -	$ 32,134.00	
D. Drainage	$ 6,848.00	$ 68,630.00	$ -	$ -	$ 75,478.00	
E. SW3P	$ 2,816.00	$ 6,160.00	$ -	$ -	$ 8,976.00	
F. WPAP	$ 12,008.00	$ 8,160.00	$ -	$ -	$ 20,168.00	
G. Miscellaneous	$ 57,714.00	$ 1,070.00	$ -	$ -	$ 58,784.00	
6. Geotechnical/Pavement Design						$ 36,232.50
A. Geotechnical	$ -	$ -	$ -	$ 28,100.00	$ 28,100.00	
B. Pavement Design	$ -	$ -	$ -	$ 8,132.50	$ 8,132.50	
LABOR COST:	$ 412,392.00	$ 96,588.00	$ 88,540.00	$ 37,192.50	$ 634,712.50	$ 634,712.50
TOTAL DIRECT EXPENSES COST:	$ 5,233.00	$ 5,081.00	$ -	$ 57,680.00	$ 67,994.00	
TOTAL PROJECT COST:	$ 417,625.00	$ 101,669.00	$ 88,540.00	$ 94,872.50	$ 702,706.50	

HAIRY MAN RD/BRUSHY CREEK RD TRAFFIC STUDY (Project # P284)
Work Authorization No. 3
Attachment D - Fee Schedule

TASK Hourly Rate Alfaro North America, Inc.	SENIOR UNITS	PRINCIPAL $ 260.00	SR ADVISOR/ SR PM $ 245.00	PROJECT MANAGER $154.00	SR ENGINEER III $183.00	SR ENGINEER II $170.00	ENGINEER II $153.00	EIT $109.00	SR DESIGNER $120.00	SR CADD OPERATOR $99.00	CADD OPERATOR $80.00	SR PLANNER $160.00	PLANNER $125.00	GRAPHICS TECH $84.00	SR GIS ANALYST $106.00	GIS ANALYST $97.00	SR SCIENTIST $110.00	SCIENTIST $87.00	ARCHAEOLOGIST $110.00	HISTORIAN $85.00	ADMIN $72.00	Sub Total Hours	Hr/Unit	Labor Cost
1. Project Management																								
A. Project Management	12	4	12	160		8		0				8	20									40	210	16.7	$ 33,166.00
2. Data Collection																								
A. Data Collection	0			0	0			24				0			0	96	96	80	16	16		318	100.0	$ 37,362.00
3. Environmental Studies																								
A. Environmental Studies																								
Cemetery Map	0			2								6	8			24						38	38.0	$ 5,768.00
Cultural and Historic Resources	0			2								16			8	24	80		160			290	290.0	$ 29,440.00
Jurisdictional Waters	0			2								16	8		8	24	160	40				298	298.0	$ 31,052.00
Wetlands	0			2								16	8		8	24	160	40				298	298.0	$ 31,052.00
Phase I ESA	0			2								8	16			16	40					82	82.0	$ 7,260.00
4. Plat Development																								
A. Roadway																								
Typical Sections	2			4		8		40														52	13.3	$ 6,396.00
Project Layout and Horizontal Data	0					4	60	80														144	144.0	$ 14,960.00
Plan and Profile	15			8		40	120	200														368	36.8	$ 41,412.00
Construction	279			8		40	120	120														288	5.0	$ 34,722.00
Quantities	0			2		8	80	40														130	130.0	$ 15,480.00
B. Traffic Control Plan (TCP) construction Sequence																								
TCP	35			8	32		80	160														280	18.7	$ 34,200.00
Construction Sequence	0			8	16		40	80														144	144.0	$ 17,040.00
Detours	0			8	0		20	40														68	68.0	$ 8,044.00
Quantities	0			2		2	20	40														64	64.0	$ 7,588.00
C. Signing and Pavement Marking																								
Signing and Pavement Marking Sheets	65			16	32			172														230	14.7	$ 27,140.00
Quantities	0				0			32														48	48.0	$ 4,560.00
D. Drainage																								
Culvert Layouts	12			4		8	16															28	2.3	$ 3,424.00
Ditch Drainage	0			4		4	16															28	28.0	$ 3,424.00
E. SW3P	0			8		4	8															20	20.0	$ 2,916.00
F. SW3P	0			8	16	32	48															96	96.0	$ 12,096.00
G. Miscellaneous																								
Cover, Index, General Notes	0			2	8		16	40														66	22.0	$ 8,000.00
Retaining Wall Layouts	0			2	16		40	80														138	17.3	$ 16,770.00
Driveway Layouts	12					4	16	24														48	3.7	$ 5,784.00
Cemetery Entrance and Tree Determination	0					2	8	40				32										82	82.0	$ 12,276.00
Construction Manual	0			2		4	16															22	22.0	$ 2,916.00
Design Summary Form	0			2			16															18	18.0	$ 2,256.00
Standard Drawings and Details	0				8	8	46	32														82	82.0	$ 9,854.00
TOTAL NUMBER OF SHEETS:																								
HOURS:		4	12	216	132	288	660	1360				152	60		32	120	576	80	816	16	40			
LABOR COST:		$ 1,072	$ 2,940	$ 39,576	$ 24,156	$ 22,380	$ 77,280	$ 149,512	$ -	$ -	$ -	$ 21,720	$ 7,500	$ -	$ 3,456	$ 8,880	$ 70,560	$ 6,960	$ 12,760	$ 1,360	$ 2,880			$ 422,992.00
		0.1%	0.4%	5.3%	3.2%	3.1%	10.4%	48.1%				2.9%	1.0%		0.5%	1.2%	9.5%	0.9%	1.7%	0.2%	0.4%			$ 422,992.00

DIRECT EXPENSES:			Rate	
Travel				
Mileage		1,250 miles	$0.54	$675.00
Tolls		25 each	$5.00	$125.00
Copies				
B&W		2000 each	$0.05	$100.00
Color (8.5x11)		2000 each	$0.20	$400.00
Color (11x17)		500 each	$0.80	$400.00
Specialty Printing (Newsletter)		each	$0.75	
Misc Expenses				
Pre-Con Meeting		1 lump	$500.00	$500.00
Postage		200 each	$0.46	$92.00
Courier		10 each	$25.00	$250.00
Manual Database Search		1 each	$1,000.00	$1,000.00
MPO Rental		5 day	$50.00	$250.00
Archaeology Consent		1 quarter	$440.00	$440.00
TOTAL DIRECT COST:				$ 5,233.00
TOTAL PROJECT COST:				$ 417,625.00

HAIRY MAN RD/BRUSHY CREEK RD TRAFFIC STUDY (Project # P284)
Work Authorization No. 3
Attachment D - Fee Schedule

TASK / Hourly Rate: K Friese & Associates, Inc.	SHEETS/ UNITS	PRINCIPAL $ 200.00	PROJECT MANAGER $190.00	SR ENGINEER $135.00	ENGINEER $100.00	EIT $85.00	SR ENGINEER TECH $82.00	ADMIN $64.00	Sub Total Hours	Hr/Unit	Labor Cost
		Hours									
1. Project Management											
A. Project Management	12	2		56				32	90	7.5	$ 10,008.00
2. Data Collection											
A. Data Collection	1			8	8	8			24	24.0	$ 2,560.00
5. PS&E Development											
D. Drainage											
Review previous materials and site visits	1			18	22				40	40.0	$ 4,630.00
Hydrologic & Hydraulic Analyses	1			24	60	20			104	104.0	$ 10,940.00
Drainage Area Map	4			8	16				24	6.0	$ 2,680.00
Culvert Layouts	12			40	160	40	80		320	26.7	$ 31,360.00
Ditch Designs	2			16	48	16			80	40.0	$ 8,320.00
Miscellaneous Drainage Details	1			12	32				44	44.0	$ 4,820.00
Hydraulic Data Sheets	2			4	16				20	10.0	$ 2,140.00
Quantities	1			4	32				36	36.0	$ 3,740.00
E. SW3P	10			16	40				56	5.6	$ 6,160.00
F. WPAP	1			16	60				76	76.0	$ 8,160.00
G. Miscellaneous											
Standard Drawings and Details	1			2	8				10	10.0	$ 1,070.00
TOTAL NUMBER OF SHEETS:									Column Total = 934		
HOURS:		2		224	502	84	80	32	Row Total = 934		
LABOR COST:		$ 400	$ -	$ 30,240	$ 50,200	$ 7,140	$ 6,560	$ 2,048			$ 96,588.00
		0.2%		24.2%	54.3%	9.1%	8.7%	3.5%			$ 96,588.00

DIRECT EXPENSES:						
				Rate		
	Travel:					
	Mileage	150	miles	$0.54		$81.00
	Tolls		each	$5.00		
	Copies:					
	B&W		each	$0.10		
	Color (8.5x11)		each	$2.00		
	Color (11x17)		each	$3.00		
	Specialty Printing (Newsletter)		each	$0.75		
	Misc Expenses:					
	TCEQ WPAP Application Fee	1	each	$5,000.00		$5,000.00
	Postage		each	$0.46		
	Meeting exhibits		each	$100.00		
	Tube counts		each	$165.00		
	Tube counts(freeway)		each	$200.00		
	Vehicle Classification Count		each	$200.00		
	4-hr TMCs		each	$200.00		
TOTAL DIRECT COST:						$ 5,081.00
TOTAL PROJECT COST:						$ 101,669.00

HAIRY MAN RD/BRUSHY CREEK RD TRAFFIC STUDY (Project # P284)
Work Authorization No. 3
Attachment D - Fee Schedule

TASK Hourly Rate: Diamond Surveying	SHEETS/ UNITS	RPLS $ 120.00	RPLS EXPERT WITNESS $ 165.00	PROJECT SURVEYOR $100.00	GPS PROCESSOR $100.00	SURVEY TECHNICIAN $95.00	SECRETARY $60.00	1-MAN FIELD PARTY $110.00	2-MAN FIELD PARTY $140.00	3-MAN FIELD PARTY $160.00	4-MAN FIELD PARTY $180.00	Sub Total Hours	Hr/Unit	Labor Cost
		Hours												
A. Survey														
A. Topographic Survey	1													
Topographic and Tree Survey				48						28		76		$ 9,280.00
Stake Boring Locations	30			12						16		28		$ 3,760.00
Horizontal and Vertical Control				16						32		48		$ 6,720.00
B. Land Title Survey	21													
Review Prepared ROW and Easements				24								24		$ 2,400.00
Determine Missing Existing ROW				24						16		40		$ 4,960.00
Determine Side Boundaries				24						40		64		$ 8,800.00
Right of Entry				24								24		$ 2,400.00
Parcel List with Owner Information				30								30		$ 3,000.00
Prepare Land Title Surveys				168						84		252		$ 30,240.00
Monumentation				21						63		84		$ 12,180.00
Quality Control		40										40		$ 4,800.00
TOTAL NUMBER OF SHEETS:												Column Total = 700		
HOURS:		40		391						279		Row Total = 700		
LABOR COST:		$ 4,800	$ -	$ 39,100	$ -	$ -	$ -	$ -	$ -	$ 44,640	$ -			$ 88,540.00
		5.4%		55.1%						39.1%				$ 88,540.00

DIRECT EXPENSES:						
	Travel:			Rate		
	Mileage		miles	$0.54		
	Tolls		each	$5.00		
	Copies:					
	B&W		each	$0.10		
	Color (8.5x11)		each	$2.00		
	Color (11x17)		each	$3.00		
	Specialty Printing (Newsletter)		each	$0.75		
	Misc Expenses:					
	GPS Field Base Unit with Rover		hour	$80.00		
	Additional Rover		hour	$70.00		
	GPS Field Base Unit for Static Session		hour	$70.00		
	Robotic Total Station with Rover		hour	$80.00		
TOTAL DIRECT COST:						$ -
TOTAL PROJECT COST:						$ 88,540.00

HAIRY MAN RD/BRUSHY CREEK RD TRAFFIC STUDY (Project # P284)
Work Authorization No. 3
Attachment D - Fee Schedule

TASK Hourly Rate: HVJ Associates, Inc.	SHEETS/ UNITS	SR PROJECT MANAGER $ 160.00	PROJECT ENGINEER $ 125.00	STAFF ENGINEER $100.00	SENIOR TECHNICIAN $75.00	TECHNICIAN $60.00	Hours						Sub Total Hours	Hr/Unit	Labor Cost
1. Project Management															
A. Project Management	12	6											6	0.5	$ 960.00
2. Geotechnical/Pavement Design															
A. Geotechnical															
Borings	1	8	16	96	8								128	128.0	$ 19,480.00
Field Testing	1	8	12	4									24	24.0	$ 3,180.00
Lab Testing	1	8	12	4									24	24.0	$ 3,180.00
Geotechnical Analysis	1	16	20	32									68	68.0	$ 8,260.00
B. Pavement Design															
Nondestructive Deflection Testing	1	2	8.5	14	20								45	44.5	$ 4,282.50
Collect Traffic Data	1	1	2	4									7	7.0	$ 810.00
Asphalt Concrete Pavement Design	1	4	8	14									26	26.0	$ 3,040.00
TOTAL NUMBER OF SHEETS:													Column Total = 327.5		
HOURS:		53	78.5	168	28								Column Total = 327.5		
LABOR COST:		$ 8,480	$ 9,813	$ 16,800	$ 2,100	$ -	$ -	$ -	$ -	$ -	$ -	$ -			$ 37,192.50
		16.2%	24.0%	51.3%	8.5%										$ 37,192.50

DIRECT EXPENSES:				Rate		
	Field Investigation:					
	Mobilization/Demobilization	1	each	$400.00		$400.00
	Undisturbed sample boring w/3" Shelby tube	500	lf	$22.50		$11,250.00
	Add for coring in rock (Rock Coring Cost - Soft & Hard Rock) 0'-25' Depth	200	lf	$22.50		$4,500.00
	Texas Cone Penetration Test	80	each	$25.00		$2,000.00
	Standard Penetration Test	60	each	$22.50		$1,350.00
	Grout Backfill	500	lf	$5.00		$2,500.00
	Traffic Control	7	day	$1,200.00		$8,400.00
	Vehicle Trips	8	each	$50.00		$400.00
	Laboratory Testing:					
	Moisture Content	60	each	$18.00		$1,080.00
	Hydrometer Analysis		each	$200.00		
	Atterberg Limits	60	each	$75.00		$4,500.00
	Unconfined Compressive Strength Test	60	each	$50.00		$3,000.00
	Texas Triaxial	3	each	$1,750.00		$5,250.00
	Percent Passing No. 200 Sieve	60	each	$35.00		$2,100.00
	Sulfate Testing	10	each	$75.00		$750.00
	Soil PH Testing	3	each	$200.00		$600.00
	FWD Testing and Traffic Counts:					
	Mobilization/Demobilization	1	each	$400.00		$400.00
	FWD Equipment	2	day	$2,600.00		$5,200.00
	Traffic Control	2	day	$1,200.00		$2,400.00
	Traffic Counts	2	each	$800.00		$1,600.00
TOTAL DIRECT COST:						$ 57,680.00
TOTAL PROJECT COST:						$ 94,872.50

Commissioners Court - Regular Session **31.**

Meeting Date: 04/25/2017

LJA Contract Amendment No 1 North Mays Ext

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Contract Amendment No. 1 for the North Mays Extension project between Williamson County and LJA Engineering, Inc. relating to the 2013 Road Bond Program.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

LJA-ContractAmendment1-NorthMaysExt

LJA-Supp1WA2-NorthMaysExt

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	04/20/2017 10:04 AM
Form Started By: Marie Walters		Started On: 04/19/2017 05:46 PM
Final Approval Date: 04/20/2017		

RECEIVED
APR 18 2017
BY: PSI

CONTRACT AMENDMENT NO. __1__
TO
WILLIAMSON COUNTY CONTRACT FOR ENGINEERING SERVICES

WILLIAMSON COUNTY ROAD BOND PROJECT:
North Mays Extension (Paloma Dr. to Oakmont Dr. ("Project")

THIS CONTRACT AMENDMENT NO. 1 to Williamson County Contract for Engineering Services is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and LJA Engineering, Inc. (the "Engineer") and becomes effective as of the date of the last party's execution below.

WHEREAS, the County and the Engineer executed the Williamson County Contract for Engineering Services dated effective January 26, 2015 (the "Contract");

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

WHEREAS, the "Compensation Cap" under Article 5 of the Contract limits the maximum amount payable under the Contract to $1,500,000 ; and,

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

WHEREAS, it has become necessary to amend the Contract.

AGREEMENT

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

I. The Compensation Cap under Article 5 of the Contract is hereby increased from $ 1,500,000___ to $ 1,575,000_____.

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

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

ENGINEER:

By: _____
Signature

__Ken Schrock_____
Printed Name

_Senior Vice President_____
Title

4/10/17
Date

COUNTY:

By: _____
Signature

_____
Printed Name

_____
Title

_____
Date

OK
M 4/11/2017

RECEIVED
APR 18 2017
BY: PST

SUPPLEMENTAL WORK AUTHORIZATION NO. 1
TO
WORK AUTHORIZATION NO. 2

WILLIAMSON COUNTY ROAD BOND PROJECT:
North Mays Extension (Paloma Dr. to Oakmont Dr.)

This Supplemental Work Authorization No. 1 to Work Authorization No. 2 is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated April 7, 2015 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and LJA Engineering, Inc. (the "Engineer").

WHEREAS, the County and the Engineer executed Work Authorization No. 2 dated effective May 5, 2016 (the "Work Authorization");

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

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

AGREEMENT

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

I. The Services to be Provided by the County that were set out in the original Attachment "A" of the Work Authorization are hereby amended, changed and modified as shown in the attached revised Attachment "A" (must be attached).

II. The Services to be Provided by the Engineer that were set out in the original Attachment "B" of the Work Authorization are hereby amended, changed and modified as shown in the attached revised Attachment "B" (must be attached).

III. The Work Authorization shall terminate on September 1, 2017. The Services to be Provided by the Engineer shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The revised Work Schedule is attached hereto as Attachment "C" (must be attached).

IV. The maximum amount payable for services under the Work Authorization is hereby increased from $657,237.25 to $696,991.25. The revised Work Schedule is attached hereto as Attachment "D" (must be attached).

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

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

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

ENGINEER:

By: _____
Signature

Ken Schrock
Printed Name

Senior Vice President
Title

4/10/17
Date

COUNTY:

By: _____
Signature

_____
Printed Name

_____
Title

_____
Date

OK 4/10/17

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 WILLIAMSON COUNTY
North Mays Extension (Arterial M)
Water & Wastewater Relocation Design

1. Williamson County will provide a Project Manager, through their GEC, to serve as the primary point of contact for the consultant.
2. Williamson County or its GEC, will act as direct contact with City of Round Rock.
3. Williamson County shall provide all existing CADD files.
4. Williamson County will provide all existing Subsurface Utility Engineering (SUE) information.
5. Williamson County will provide additional SUE survey as requested by The Engineer and as approved by Williamson County, if needed
6. Williamson County will provide easement acquisition and coordination, if needed.
7. Williamson County will provide utility coordination services for this project.

SERVICES TO BE PROVIDED BY CITY OF ROUND ROCK
North Mays Extension (Arterial M)
Water & Wastewater Relocation Design

1. City of Round Rock will provide review comments within 2 weeks of submission to support schedule.
2. City of Round Rock will prepare project manual with support from LJA.

Attachment B - Scope of Services

SERVICES TO BE PROVIDED BY THE ENGINEER

Roadway: North Mays Extension (Arterial M)
County: Williamson
Limits: **PS&E:** from Paloma Dr. to Oakmont Dr.

General Work Description: Provide standalone plans, specifications, and estimate (PS&E) development to develop City of Round Rock Water and Wastewater Relocation and Adjustment Plans in connection with the Interim North Mays Street Improvements. The plans will utilize existing utility coordination effort (provided by others) as basis for design along with existing information to complete the design.

The Engineer will perform the following tasks listed below, as described in detail in each Work Authorization:

TASK 1 – PROJECT MANAGEMENT AND COMMUNICATION PLAN

The Engineer will:

- **Update Project Management Plan**
  - Update a Project Management Plan that establishes all the responsibilities and roles of the team members, including the prime firm and subs. The plan will also detail the procedure process for all submittals.
  - The basis for the design criteria will be the City of Round Rock's Draft Utility Criteria Manual and the existing interim North Mays St. Plans. Should any relevant criteria change during the design process the County will be informed.
- **Meetings**
  - Milestone Meetings will be held for each of the following submittals: 60%, 90%, Final PS&E. These meeting will include Williamson County, City of Round Rock, and the Engineer's staff and are estimated to last up to 2 hours.
  - Meet with TCEQ (1 meeting)
- **Invoicing, Contract Document Coordination, Progress Reports**
  - Prepare monthly progress reports and send with invoice to County & GEC via email/ProjectWise.
  - Prepare monthly invoices for submission to the County for all requests for payment.
- **Coordinate with the City of Round Rock, GEC, & GEC Utility Coordinator**
  - Attend coordination meetings (2), prepare exhibits (as required), and along with the GEC assist in coordination with the City of Round Rock, GEC, and GEC Utility Coordinator and GEC SUE provider.

TASK 2 – GEOTECHNICAL SERVICES

Not Required for this Supplemental.

TASK 3 –PLANS, SPECIFICATIONS, AND ESTIMATE (PS&E) DEVELOPMENT

The Engineer will:

- **Field Reconnaissance**
  - The Engineer will conduct one site visit to collect data on utility locations, future alignments, conflicts, and other engineering aspects, and collect additional photography of existing conditions. For the purposes of estimating the effort for this task, it is assumed that the design team will conduct one (1) site visit using two (2) personnel.

The Engineer will prepare PS&E for this Work Authorization.

The Engineer will develop the following plan set and perform the following engineering in accordance with City of Round Rock guidelines.

- **Water and Wastewater System Improvements**
  - Cover Sheet
  - Project Layout Sheets
  - General Notes
  - E&S Controls, Tree Protection Details
  - Waterline Plan and Profile Sheets
  - Wastewater Plan and Profile Sheets
  - Water/Wastewater Adjustment Details
  - Standard Construction Details
  - Quantity Summaries
- **ROW Acquisition Prioritization**

  Analyze and develop a ROW acquisition prioritization matrix to allow for the construction of the proposed utilities prior to the roadway.
- **Organized Sewage Collection System Plan**

  Prepare an SCS for TCEQ approval and include design plans, construction notes, and details in the construction drawings.
- **Milestone Comment Resolution**

  Update plans per GEC, County, and City of Round Rock comments received from the 60%, 90% and Final milestone review meetings.
- **Construction Estimates**

  Develop a construction estimate of North Mays (Arterial M) Water and Wastewater Improvements for 60%, 90% and Final Submittals. The estimate will be in Microsoft

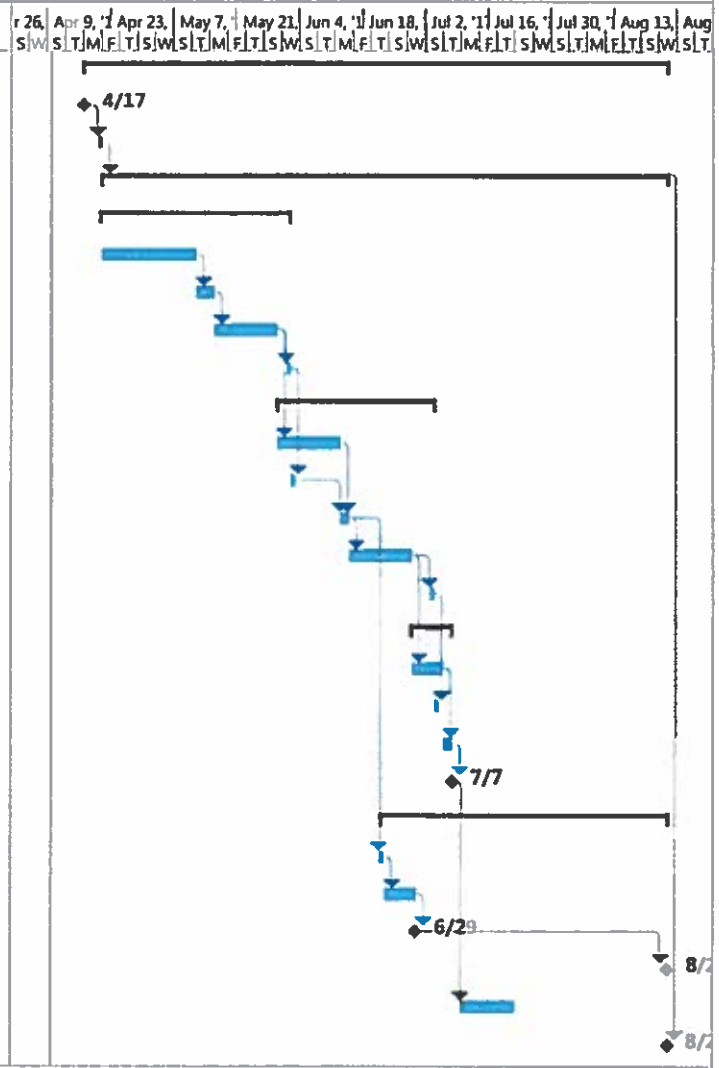
Excel spreadsheet format, reflect current bid items and descriptions, and contain all major items that will likely be on the project (Current TxDOT and/or local bid information unit bid prices, with a reasonable adjustment for inflation to the anticipated bid opening date, will be used in preparation of the estimates.

- **QA/QC**
  - Require these reviews: Detailed Check Review for all designs, Inter-discipline coordination review, detailed plan and construction reviews, and County oversight review.
  - PM will maintain documentation of the reviews and it will be made available to the County at their request. All submittals will include a red line set.

TASK 4 –BIDDING PHASE SERVICES

The Engineer will provide a bid tabulation spreadsheet of water/wastewater items for inclusion in the Project Manual that will be compiled/produced by the City of Round Rock. The Engineer will also respond to bidder question, attend the bid opening (if requested), and provide a letter of recommendation based on low bid only.

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors
1		**North Mays Water & Wastewater Relocations**	**94 days**	**Mon 4/17/17**	**Thu 8/24/17**	
2		Notice to Proceed	0 days	Mon 4/17/17	Mon 4/17/17	
3		Site Visit	1 day	Thu 4/20/17	Thu 4/20/17	2FS+3 days
4		**PS&E Development**	**90 days**	**Fri 4/21/17**	**Thu 8/24/17**	3
5		**60% Plan & Detail Development**	**30 days**	**Fri 4/21/17**	**Thu 6/1/17**	
6		60% Plans Development	15 days	Fri 4/21/17	Thu 5/11/17	
7		60% Internal QA/QC	2 days	Fri 5/12/17	Mon 5/15/17	6
8		60% GEC/City Review	10 days	Tue 5/16/17	Mon 5/29/17	7
9		60% Comment Review Meeting	1 day	Thu 6/1/17	Thu 6/1/17	8FS+2 days
10		**90% Plan & Detail Development**	**25 days**	**Tue 5/30/17**	**Mon 7/3/17**	
11		90% Plans Development	10 days	Tue 5/30/17	Mon 6/12/17	8
12		60% Comment Responses	1 day	Fri 6/2/17	Fri 6/2/17	9
13		90% Internal QA/QC	2 days	Tue 6/13/17	Wed 6/14/17	11,12
14		90% GEC/City Review	10 days	Thu 6/15/17	Wed 6/28/17	13
15		90% Comment Review Meeting	1 day	Mon 7/3/17	Mon 7/3/17	14FS+2 days
16		**100% Plan & Detail Development**	**7 days**	**Thu 6/29/17**	**Fri 7/7/17**	
17		100% Plans Development	5 days	Thu 6/29/17	Wed 7/5/17	14
18		90% Comment Responses	1 day	Tue 7/4/17	Tue 7/4/17	15
19		100% Internal QA/QC	2 days	Thu 7/6/17	Fri 7/7/17	17
20		100% Submittal to City	0 days	Fri 7/7/17	Fri 7/7/17	19
21		**TCEQ SCS Application**	**46 days**	**Thu 6/22/17**	**Thu 8/24/17**	
22		TCEQ SCS Meeting	1 day	Thu 6/22/17	Thu 6/22/17	13FS+5 days
23		TCEQ SCS Application Preparation	5 days	Fri 6/23/17	Thu 6/29/17	22
24		TCEQ SCS Application Submission	0 days	Thu 6/29/17	Thu 6/29/17	23
25		TCEQ SCS Permit	0 days	Thu 8/24/17	Thu 8/24/17	24FS+40 days
26		**Project Manual Assembly (By CORR)**	10 days	Mon 7/10/17	Fri 7/21/17	20
27		**Project Ready to Let**	0 days	Thu 8/24/17	Thu 8/24/17	4



Project: Attachment C North M
Date: Mon 4/10/17

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

ATTACHMENT D	
SERVICES FOR NORTH MAYS WA#2:	
LABOR	
LJA	$38,760.00
DIRECT COSTS	
LJA	$994.00
TOTAL FOR WA#2	**$39,754.00**

	TASK DESCRIPTION	North Mays									
		Senior Project Manager	Senior Engineer	Project Engineer	E.I.T.	Senior Engineering Tech	CADD Operator	Admin	Total	Number of Sheets	Hours/Sheet
		215.00 HOURS	175.00 HOURS	145.00 HOURS	130.00 HOURS	110.00 HOURS	80.00 HOURS	70.00 HOURS	HOURS		
TASK 1 – PROJECT MANAGEMENT AND COMMUNICATION PLAN											
1.1	**Develop Project Management Plan**										
	Update North Mays PMP	1.0	2.0						3.0		
1.2	**Meetings**										
	Milestone Meetings (60%, 90%, Final)		6.0		3.0				9.0		
	Meeting with TCEQ (1)		3.0		3.0				6.0		
1.3	**Invoicing, Contract Document Coord, Progress Reports**										
	Monthly Progress Reports		2.0						2.0		
1.4	**Coordinate with CORR & GEC**										
	Coordination Meetings (2)		6.0		6.0				12.0		
	Coordinate with GEC SUE provider		2.0		2.0				4.0		
	Coordinate with GEC Utility Coordination Team		2.0		2.0		2.0		6.0		
	Coordination Meeting Exhibits				1.0	2.0			3.0		
	SUB TOTAL HOURS	1.0	23.0	0.0	17.0	2.0	2.0	0.0	45.0		
	SUB TOTAL FEE	$215	$4,025	$0	$2,210	$220	$160	$0	$6,830		
TASK 2 - GEOTECHNICAL SERVICES											
2.1	**Geotechnical Services**										
	NOT USED										
TASK 3 – PLANS, SPECIFICATIONS, AND ESTIMATE (PS&E) DEVELOPMENT											
3.1	**Field Reconnaissance**										
	Site Visits (1)		4.0		4.0				8.0		
3.2	**Water & Wastewater Improvements**										
	Cover Sheet				1.0	1.0			2.0		
	General Notes		2.0		2.0				4.0		
	Quantity Summary				4.0	4.0			8.0	2	4
	Project Layouts Sheets				1.0	2.0			3.0	2	2
	E&S Controls, Tree Protection Sheets		1.0		2.0	4.0			7.0	3	2
	Waterline Improvements Plan and Profile		8.0		16.0	32.0			56.0	4	14
	Wastewater Improvements Plan and Profile		8.0		16.0	24.0			48.0	4	12
	Water/Wastewater Adjustment Details		1.0		4.0	8.0			13.0	2	7
	Standard Construction Details				2.0				2.0	2	1
	QA/QC 60%	2.0	4.0		1.0	2.0			9.0		
	QA/QC 90%	1.0	4.0		1.0	1.0			7.0		
	QA/QC Final	1.0	2.0		1.0	1.0			5.0		
3.3	**ROW Acquisition Prioritization**										
	Analyze ROW needs & priorities		2.0		4.0		2.0		8.0		
3.4	**Organized Sewage Collection System Plan**										
	Prepare and Submit SCS Permit Application		4.0		6.0		2.0				
3.5	**Milestone Comment Resolution**										
	Respond to GEC/county 60% comments		2.0		4.0	8.0			14.0		
	Respond to GEC/county 90% comments		1.0		4.0	4.0			9.0		
3.6	**Construction Estimate**										
	Estimate (60%, 90%, Final)		3.0		6.0				9.0		
	SUB TOTAL HOURS	4.0	48.0	0.0	79.0	91.0	4.0	0.0	224.0		
	SUB TOTAL FEE	$860	$8,050	$0	$10,270	$10,010	$320	$0	$29,510.0		
TASK 4 – Bidding Phase											
4.1	**Bidding Phase**										
	Construction Manual (Assist City)		2.0	1.0	2.0				5.0		
	Respond to Bid Questions			2.0	4.0				6.0		
	Attend Bid Opening			2.0	2.0				4.0		
	Provide Letter of Recommendation		1.0		1.0				2.0		
	SUB TOTAL HOURS	0.0	3.0	5.0	9.0	0.0	0.0	0.0	17.0		
	SUB TOTAL FEE	$0	$525	$725	$1,170	$0	$0	$0	$2,420.0		
	TOTAL North Mays Tasks										
	TOTAL HOURS (LJA)	5.0	72.0	5.0	105.0	93.0	6.0	0.0	286.0		
	TOTAL LABOR FEE (LJA)	$1,075	$12,600	$725	$13,650	$10,230	$480	$0	$38,760		

LJA'S OVERHEAD DIRECT COSTS

DIRECT REIMBURSABLE EXPENSES	Rate	Quantity	Cost
Lodging/Hotel	$85.00		
Meals	$36.00		
Mileage	$0.58	340	$195.50
Rental Car	$45.00		
Standard Postage	$0.42		
Overnight Mail - letter size	$16.00		
Overnight Mail - oversized box	$30.00		
Courier Services (Deliveries)	$30.00	3	$90.00
CADD Plotting (per SQ/FT)	$1.50	9	$13.50
Photocopies B/W (8.5 X 11)	$0.10	100	$10.00
Photocopies B/W (11 X 17)	$0.15	100	$15.00
Photocopies Color (8 X 10)	$0.75		
Photocopies Color (11 X 17)	$1.00		
Blueline/Blackline Prints (11" X 17")	$0.20		
Blueline/Blackline Prints (22" X 34")	$0.50		
Plots (B/W on Bond)	$0.25		
Plots (Color on Bond)	$2.00	10	$20.00
Plots (Color on Photographic Paper)	$5.50		
Mylar (11" X 17")	$3.00		
Traffic Counts	$2,000.00		
CD Archive	$1.50		
TCEQ SCS Filing Fee	$650.00	1	$650.00
TDLR Registration and Inspection	$1,450.00		
	TOTAL LJA DIRECT COSTS		**$994.00**

Commissioners Court - Regular Session **32.**

Meeting Date: 04/25/2017

Randall Jones Contract Amendment No 2 Arterial H

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Contract Amendment No. 2 for the Arterial H road project between Williamson County and Randall Jones & Associates, Inc. relating to the 2013 Road Bond Program.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

RandallJones-ContractAmendment2-ArterialH

RandallJones-Supp4WA2-ArterialH

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	04/20/2017 10:04 AM
Form Started By: Marie Walters		Started On: 04/19/2017 05:49 PM
Final Approval Date: 04/20/2017		

RECEIVED
APR 19 2017
BY: PST

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

WILLIAMSON COUNTY ROAD BOND PROJECT:
Arterial H ("Project")

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

WHEREAS, the County and the Engineer executed the Williamson County Contract for Engineering Services dated effective July 14, 2015 (the "Contract");

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

WHEREAS, the "Compensation Cap" under Article 5 of the Contract limits the maximum amount payable under the Contract to $200,000.00; and,

WHEREAS, it has become necessary to amend the Contract.

AGREEMENT

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

I. The Compensation Cap under Article 5 of the Contract is hereby increased from $200,000.00 to $210,000.00.

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

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

ENGINEER:

By: R.B.J
Signature

R. BRENT JONES
Printed Name

PRESIDENT
Title

4/14/17
Date

COUNTY:

By: _____
Signature

_____
Printed Name

_____
Title

_____
Date

OK
M 4/18/2017

RECEIVED
APR 19 2017
BY:

SUPPLEMENTAL WORK AUTHORIZATION NO. 4
TO
WORK AUTHORIZATION NO. 2

WILLIAMSON COUNTY ROAD BOND PROJECT:
ARTERIAL H

This Supplemental Work Authorization No. 4 to Work Authorization No. 2 is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated January 8, 2016 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Randall Jones & Associates Engineering, Inc. (the "Engineer").

WHEREAS, the County and the Engineer executed Work Authorization No. 2 dated effective July 14, 2015 (the "Work Authorization");

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

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

AGREEMENT

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

I. The Services to be Provided by the Engineer that were set out in the original Attachment "B" of the Work Authorization are hereby amended, changed and modified as shown in the attached revised Attachment "B" (must be attached).

II. The maximum amount payable for services under the Work Authorization is herby increased from $141,105.00 to $149,580. The revised Work Schedule is attached hereto as Attachment "D" (must be attached).

III. The Work Authorization shall terminate on September 30, 2017. The services to be provided by the Engineer shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The revised work schedule is attached as Attachment "C".

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

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

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

ENGINEER:	**COUNTY:**
By: R.B.J Signature	By: _____ Signature
R-Brent Jones Printed Name	_____ Printed Name
President Title	_____ Title
4/14/17 Date	_____ Date

OK
MM 4/19/2017

LIST OF ATTACHMENTS

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

ATTACHMENT B
ENGINEERING SERVICES
Arterial H West

COMPLETE THE FINAL DESIGN

The scope of work includes working with the adjacent developer and engineer to provide water quality controls for the portion of the roadway that drains to their pond. A WPAP has been approved by TCEQ to show how water quality is provided with the construction of the pond with the adjacent project. The scope of this amendment is to work through the modification/revisions to the WPAP and comments from TCEQ and coordinate with the engineer for the adjacent property on changes to the water quality pond to obtain approval. The changes are the result of corrected calculations to the pond design by the other engineer. These changes will allow the pond to be removed from the recharge feature located in that area.

Arterial H West
Attachment C

Process / Task	*Due Date*	*Duration*	*Comments*
Construction Plans			
WPAP Modification Start	4/11/2017	30	
Submittal	5/11/2017	30	
Comments issued	6/10/2017	21	
Modification approval	7/1/2017	14	

Attachment D (Supplimental #4) / FEE ESTIMATE

WORK AUTHORIZATION NO. 2
ENGINEER: Randall Jones & Associates Eng Inc
PROJECT SCOPE:

TASK AND DESCRIPTION		PRINCIPAL	PROJECT ENGINEER	STAFF ENGINEER	REGISTERED SURVEYOR	GPS DATA PROCESSOR	SENIOR TECHNICIAN	TECHNICIAN	DRAFTSMAN	GPS Field Operator	CLERICAL	TOTAL
HOURLY RATE		$160.00	$140.00	$120.00	$120.00	$120.00	$85.00	$65.00	$45.00	$135.00	$45.00	
I. PROJECT MANAGEMENT												
	TOTAL HOURS	0	0	0	0	0	0	0	0	0	0	0
	TOTAL COST	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0 $	-
II. CONSTRUCTION PLANS												
A. ROADWAY	TOTAL HOURS	0	0	0	0	0	0	0	0	0	0	0
	TOTAL COST	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0 $	-
B. DRAINAGE	TOTAL HOURS	5	30	20	0	0	10	0	0	0	5	70
	TOTAL COST	$800	$4,200	$2,400	$0	$0	$850	$0	$0	$0	$225 $	8,475.00
C. SIGNING, MARKINGS AND SIGNALS	TOTAL HOURS	0	0	0	0	0	0	0	0	0	0	0
	TOTAL COST	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0 $	-
D. TRAFFIC CONTROL PLAN	TOTAL HOURS	0	0	0	0	0	0	0	0	0	0	0
	TOTAL COST	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0 $	-
III. MISCELLANEOUS SERVICES												
	TOTAL HOURS	0	0	0	0	0	0	0	0	0	0	0
	TOTAL COST	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0 $	-
												0
TOTAL PROJECT	TOTAL HOURS	5	30	20	0	0	10	0	0	0	5	70
	TOTAL COST	$800	$4,200	$2,400	$0	$0	$850	$0	$0	$0	$225 $	8,475.00

Commissioners Court - Regular Session **33.**

Meeting Date: 04/25/2017

2013 Road Bond Budget Transfer

Submitted By: Emmeline Palma, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving 2013 Road Bond Budget Transfer Request per Mike Weaver, Road Bond Manager, to move $20,000 from 2013 Road Non-Departmental (P290) to Hero Way West (P314).

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

2013 Road Bond Transfer

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	04/20/2017 10:04 AM
Form Started By: Emmeline Palma		Started On: 04/20/2017 07:40 AM
Final Approval Date: 04/20/2017		

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

Prime Strategies, Inc.

Memo

To: Emmeline Palma, Williamson County Auditor's Office

Cc: Tomika Lynce, Williamson County Auditor's Office

From: Michael J. Weaver

Date: April 19, 2017

Re: 2013 Road Bond Budget Transfers

Please make the following budget adjustment for 2013 Road Bond project:

- Move $20,000.00 from P-290 Unallocated to P-314 Hero Way West

If you have any questions, please let me know.

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

Commissioners Court - Regular Session **34.**

Meeting Date: 04/25/2017

Budget Transfer Request - TWPD Grant

Submitted By: Emmeline Palma, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving 2013 Park Bonds Budget Transfer Request to move $399,875 from Wilco Expo Center (P418) and $100,125 from 2013 Park Non-Departmental (P500) to Expo RV Park (P463).

Background

The transfer covers a $500,000 grant match for a new project on the TPWD Grant approved in Commissioner's Court on November 29, 2016 to construct RV pads at the Wilco Expo Center.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	04/17/2017 03:43 PM
Form Started By: Emmeline Palma		Started On: 04/13/2017 02:19 PM
Final Approval Date: 04/17/2017		

Commissioners Court - Regular Session **35.**

Meeting Date: 04/25/2017

CR 110 South Letter Agreement

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Letter Agreement with Siena North Devco, Inc. for a subdivision wall adjacent to the proposed right of way.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Siena North Devco Letter Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	04/20/2017 10:29 AM
Form Started By: Charlie Crossfield		Started On: 04/20/2017 10:15 AM
Final Approval Date: 04/20/2017		

Sheets & Crossfield, P.C.

ATTORNEYS AT LAW

309 East Main Street • Round Rock, TX 78664-5246

Phone 512-255-8877 • fax 512-255-8986

don@scrrlaw.com

April 10, 2017

Siena North Devco, Inc.
c/o John S. Lloyd
4720-4 Rockcliff Road
Austin, Texas 78746

Re: CR110 Improvement Project
Siena subdivision wall relocation payment

Dear John:

Please allow this letter to set out my understanding regarding your agreement with Williamson County ("County") regarding an additional payment for wall relocation/replacement costs in connection with the purchase and acquisition of right of way from Siena North Devco, Inc. ("SND") for CR 110 roadway expansion.

The County and SND entered into that certain Real Estate Contract executed by the County Judge on July 14, 2016 for the purchase of five right of way parcels required for the CR 110 improvement project ("the Property"), the transfer of which was recorded in Document No. 2016071547 of the Official Public Records of Williamson County. There was no compensation in that Real Estate Contract for replacement or relocation of portions of the Siena subdivision wall which have been determined to be located within the Property.

The County has now agreed that within 30 days after the full execution of this letter it shall pay the amount of $20,000 to SND to offset the cost of relocating or replacing the rock subdivision wall located on the Property. By its signature on this letter SND acknowledges and understands that this payment shall constitute the full and final satisfaction of any compensation due and owing to SND arising out of and in connection with the County's acquisition and purchase of the Property.

SND further acknowledges that any improvements currently existing on the Property may be removed by the County at any time as necessary in order to facilitate construction of the planned CR110 roadway facilities, and any related utility relocations.

If this meets with your understanding please execute this letter where indicated below and return it to me and we will then have this executed by the County Judge and process this for payment as quickly as possible.

Please feel free to contact my assistant Lisa Dworaczyk or myself if you have any questions or concerns about these issues.

Very truly yours,

Don Childs

Don Childs
Sheets & Crossfield, P.C.

AGREED:

SIENA NORTH DEVCO, INC.

By:_____
John S. Lloyd, President

Date: 4/11/17

WILLIAMSON COUNTY, TEXAS

By:_____
Dan A. Gattis, County Judge

Date:_____

Commissioners Court - Regular Session **36.**

Meeting Date: 04/25/2017

Discuss consider and take appropriate action regarding the allocation of Jester Annex space to the Precinct 1 Constabl

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 regarding the allocation of Jester Annex space to the Precinct 1 Constable.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	04/13/2017 02:29 PM
Form Started By: Lydia Linden		Started On: 04/12/2017 04:12 PM
Final Approval Date: 04/13/2017		

Commissioners Court - Regular Session **37.**

Meeting Date: 04/25/2017

Monthly Treasurer Report

Submitted For: David Heselmeyer **Submitted By:** David Heselmeyer, County Treasurer

Department: County Treasurer

Agenda Category: Executive Session

Information

Agenda Item

Discuss, consider and take any appropriate action regarding approval or ratification of monthly Treasurer's Report on Williamson County Finances for March 2017 pursuant to Texas Local Government Code §114.026.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

TR Report - March

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	04/12/2017 08:51 AM
Form Started By: David Heselmeyer		Started On: 04/11/2017 02:22 PM
Final Approval Date: 04/12/2017		

TREASURER'S REPORT ON THE WILLIAMSON COUNTY FINANCES

IN THE MATTER OF COUNTY FINANCES
IN THE HANDS OF D. SCOTT HESELMEYER
TREASURER OF WILLIAMSON COUNTY, TEXAS

COMMISSIONERS' COURT
WILLIAMSON COUNTY, TEXAS
IN REGULAR SESSION
APRIL TERM 2017

IN ACCORDANCE with Section 114.026, Local Government Code, we the undersigned, constituting the entire Commissioners Court of said County, certify that on the _____day of _____, 2017, at the Regular term of Court, we compared and examined the monthly report of D. SCOTT HESELMEYER, Treasurer of Williamson County, Texas, for **March 2017**, and finding the same correct, entered an order in the Minutes approving said Report, which states total cash and other assets on hand as $522,162,474.40.

_____
Dan A. Gattis, County Judge

_____
Terry Cook, Commissioner Pct. 1

_____
Cynthia Long, Commissioner Pct. 2

_____
Valerie Covey, Commissioner Pct. 3

_____
Larry Madsen, Commissioner Pct. 4

SWORN TO AND SUBSCRIBED BEFORE ME, by Dan A. Gattis, County Judge, and County Commissioners of said Williamson County, each respectively, on this the _____day _____, A.D., 2017.

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

_____
By: Deputy

AGENDA DATE _____ AGENDA NUMBER _____

WILLIAMSON COUNTY
Statement of Cash Receipts & Disbursements - Summary
Current Period: MAR-17

Currency: USD
Entity=01 (Williamson County)

	Beginning Balance	Receipts	Disbursements	Ending Balance
General Operating				
Cash	834,095.25	134,948,738.20	138,509,843.89	(2,727,010.44)
Investments - TexPool	75,131,226.63	2,146,651.82	3,036,850.22	74,241,028.23
Investments	325,482,536.65	42,319,728.83	59,190,893.03	308,611,372.45
Investments - Logic	133,158,368.78	56,246,634.03	51,523,703.67	137,881,299.14
Total General Operating	534,606,227.31	235,661,752.88	252,261,290.81	518,006,689.38
Payroll Fund				
Cash	5,888,506.08	13,378,572.84	16,941,185.28	2,325,893.64
Total Payroll Fund	5,888,506.08	13,378,572.84	16,941,185.28	2,325,893.64
SO Commissary Fund				
Cash	1,322,516.78			1,322,516.78
Investments - Texpool	507,374.60			507,374.60
Total SO Commissary Fund	1,829,891.38			1,829,891.38
Grand Total	542,324,624.77	249,040,325.72	269,202,476.09	522,162,474.40

WILLIAMSON COUNTY
Statement of Cash Receipts & Disbursements
Current Period: MAR-17

Currency: USD
Entity=01 (Williamson County)

Object	Fund	Beginning Balance	Receipts	Disbursements	Ending Balance
101000	0100 GENERAL FUND	(13,999,542.31)	37,732,647.32	36,763,993.18	(13,030,888.17)
101000	0200 ROAD & BRIDGE GENERAL FUND	5,286,225.66	1,811,698.83	3,281,013.96	3,816,910.53
101000	0205 RD & BRIDGE SPECIAL PROJECTS	(11,125.68)	1,000.00	500.00	(10,625.68)
101000	0231 CAMPO PERSONNEL FUND	(498,690.94)	67.70	96,338.75	(594,961.99)
101000	0250 PASS THRU FUNDING PROGRAM	52,899.19	52,539.38	52,881.33	52,557.24
101000	0310 WM-FUTURE ENVIRONMENTAL LIAB	535,764.41	948,602.26	1,484,366.67	
101000	0311 WM-MASTER SITE DEVELOPMENT	685,356.26		685,356.26	
101000	0312 WM-COMMUNITY REC FACILITY	495,115.62		495,115.62	
101000	0313 WM-CITY OF HUTTO & HUTTO ISD	582,798.35			582,798.35
101000	0340 TOBACCO FUND	69,904.36	51.00	51.00	69,904.36
101000	0350 LAW LIBRARY FUND	31,951.81	44,883.94	25,911.62	50,924.13
101000	0353 JP #3 TEEN COURT PROGRAM	936.00	20.00	10.00	946.00
101000	0355 COURT REPORTER SERVICE FUND	92,812.01	21,782.16	16,821.08	97,773.09
101000	0360 COURTHOUSE SECURITY FUND	101,416.39	43,015.18	35,176.93	109,254.64
101000	0361 JP SECURITY FUND	130,988.06	3,248.40	1,700.18	132,536.28
101000	0364 PRETRIAL PREVENTION PROGRAMS	35,040.00	38,025.00	48,960.00	24,105.00
101000	0365 CHILD SAFETY FUND	(128,718.36)	131,967.57	66,062.26	(62,813.05)
101000	0366 CHILD ABUSE PREVENTION FUND	250.70	21.26	10.63	261.33
101000	0367 JP #3 TRUANCY PROGRAM FD	103,111.88	10,769.58	9,572.72	104,308.74
101000	0368 JP #2 TRUANCY PROGRAM FD	71,111.29	1,094.48	547.24	71,658.53
101000	0369 JP #4 TRUANCY PROGRAM FD	88,769.85	4,988.34	2,494.17	91,264.02
101000	0370 ALTERNATE DISPUTE RESOLUTION FUND	79,853.38	4,356.48	2,917.73	81,292.13
101000	0371 JUV DELIQ PREV FD-GRAFFITI	8,169.67			8,169.67
101000	0372 JUSTICE COURT TECHNOLOGY FUND	(4,992.62)	13,132.66	9,985.45	(1,845.41)
101000	0373 JP #1 TRUANCY PROGRAM FD	27,236.04	555.46	277.73	27,513.77
101000	0374 CTY & DIST CT TECHNOLOGY FUND	76,968.49	2,568.28	1,284.14	78,252.63
101000	0375 ELECTION SRVS CONTRACT FD	(25,591.50)	188,416.92	97,693.51	65,131.91
101000	0376 SURPLUS ELECTIONS CONTRACT FUND	292,270.96		100.39	292,170.57
101000	0377 ELECTION CHAPTER 19 FUND			1,089.91	(1,089.91)
101000	0378 ELECTION HAVA - TITLE II	552,276.40			552,276.40
101000	0380 PROBATE COURT FUND	49,612.94	1,490.00	870.00	50,232.94
101000	0381 GUARDIANSHIP FUND	106,700.74	6,000.00	3,000.00	109,700.74
101000	0382 SPECIALITY COURTS FUND	120,105.13	1,932.92	1,004.29	121,033.76
101000	0384 RCDS ARCHIVE FUND - CO CLERK	253,635.87	108,396.00	75,514.45	286,517.42
101000	0385 RCDS MGMT/PRSRV FD-CO CLRK	403,141.37	230,009.50	151,421.48	481,729.39
101000	0386 RCDS MGMT/PRSRV FD-DIST CLRK	192,187.07	5,877.48	3,208.87	194,855.68
101000	0387 RCDS TECHNOLOGY FUND-DIST CLK	279,187.69	11,134.36	5,567.18	284,754.87
101000	0388 COURT RCDS PRESERVATION FUND	500,021.61	16,389.16	8,194.58	508,216.19
101000	0390 RCDS MGMT/PRSRV FD-CO WIDE	129,561.07	23,974.82	14,289.55	139,246.34
101000	0399 STATE AGENCY FUND	500,778.18	664,347.18	332,233.59	832,891.77
101000	0406 CO ATTY HOT CHECK FUND	15,292.16	2,957.56	1,578.78	16,670.94
101000	0407 D/A WELFARE FRAUD FUND	1,338.50			1,338.50
101000	0408 D/A ASSET FORFEITURES	110,954.57	36,143.40	19,965.28	127,132.69
101000	0410 CO SHRF ASSET FORFEITURES	431,612.93	113,231.64	56,960.80	487,883.77
101000	0490 EMPLOYEE FUND	60,989.85	960.32	807.81	61,142.36
101000	0503 OUT OF ST/ICE INMATE BILL FD	1,569,477.79	2,822,110.48	4,391,588.27	
101000	0507 WC RADIO COMMUNICATION SYSTEM	234,174.53	10,679.86	150,218.86	94,635.53
101000	0508 WMSN CO CONSERVATION FUND	566,328.12	20,115.12	44,537.63	541,905.61

Currency: USD
Entity=01 (Williamson County)

Object	Fund		Beginning Balance	Receipts	Disbursements	Ending Balance
101000	0515	APPELLATE JUDICIAL SYS FD	2,876.45	7,480.64	6,616.77	3,740.32
101000	0545	REGIONAL ANIMAL SHELTER	186,614.69	248,044.36	245,115.62	189,543.43
101000	0546	REG ANIMAL SHELTER DONATION FUND	485,427.23	36,824.46	26,272.78	495,978.91
101000	0571	JJAEP TIER II FUNDING	364,782.96	15,996.00	21,336.68	359,442.28
101000	0600	DEBT SERVICE-COUNTY WIDE	143,673.37	1,850,994.35	1,828,299.70	166,368.02
101000	0636	WC HISTORICAL COMMISSION PROGRAM FUND	6,932.72		109.00	6,823.72
101000	0777	CAPITAL PROJECTS FUND	(508,583.10)	83,000,010.83	82,574,893.34	(83,465.61)
101000	0831	831 CAMPO OPERATING	11,365.28	521,055.98	516,588.39	15,832.87
101000	0852	AVERY RANCH FUND	1,698.78	19,114.85	19,934.89	878.74
101000	0853	PEARSON PLACE RD DIST OPERATING FUND		701,712.70	701,712.70	
101000	0854	PEARSON PLACE RD DIST DEBT SERVICE FUND		702,285.10	702,481.90	(196.80)
101000	0875	SO COMMISSARY FUND	1,322,516.78			1,322,516.78
101000	0880	PAYROLL FUND	5,888,506.08	13,378,572.84	16,941,185.28	2,325,893.64
101000	0882	FLEET MAINTENANCE	812,162.08	267,396.49	277,865.12	801,693.45
101000	0885	WSMN CO BENEFITS FUND	(300,818.07)	1,885,924.38	2,436,088.48	(850,982.17)
101000	0999	INDIRECT PROJECTS/GRANTS FD	(629,702.63)	560,696.06	711,334.64	(780,341.21)
Total Cash			8,045,118.11	148,327,311.04	155,451,029.17	921,399.98
151000	0100	GENERAL FUND	704.70	157.42		862.12
151000	0200	ROAD & BRIDGE GENERAL FUND	24,642.62	13.04		24,655.66
151000	0340	TOBACCO FUND	8,472.25	4.45		8,476.70
151000	0350	LAW LIBRARY FUND	302,863.53	160.03		303,023.56
151000	0355	COURT REPORTER SERVICE FUND	1,093,176.48	577.68		1,093,754.16
151000	0360	COURTHOUSE SECURITY FUND	128,419.71	67.87		128,487.58
151000	0365	CHILD SAFETY FUND	366,100.95	193.32	156.95	366,137.32
151000	0370	ALTERNATE DISPUTE RESOLUTION FUND	221,344.94	116.97		221,461.91
151000	0372	JUSTICE COURT TECHNOLOGY FUND	464,754.55	245.58		465,000.13
151000	0384	RCDS ARCHIVE FUND - CO CLERK	1,917,552.71	1,013.28		1,918,565.99
151000	0385	RCDS MGMT/PRSRV FD-CO CLRK	1,888,113.98	997.78		1,889,111.76
151000	0390	RCDS MGMT/PRSRV FD-CO WIDE	426,607.38	225.40		426,832.78
151000	0408	D/A ASSET FORFEITURES	123,583.26	65.30		123,648.56
151000	0410	CO SHRF ASSET FORFEITURES	356,588.96	188.43		356,777.39
151000	0508	WMSN CO CONSERVATION FUND	1,242,593.72	656.61		1,243,250.33
151000	0600	DEBT SERVICE-COUNTY WIDE	517,313.61	273.40		517,587.01
151000	0875	SO COMMISSARY FUND	507,374.60			507,374.60
151100	0100	GENERAL FUND	15,926,574.67	12,081.87	2,088,091.01	13,850,565.53
151100	0200	ROAD & BRIDGE GENERAL FUND	11,477,423.39	9,420.90		11,486,844.29
151100	0310	WM-FUTURE ENVIRONMENTAL LIAB	973,516.28	189.64	948,602.26	25,103.66
151100	0311	WM-MASTER SITE DEVELOPMENT		685,692.80		685,692.80
151100	0312	WM-COMMUNITY REC FACILITY		495,358.72		495,358.72
151100	0340	TOBACCO FUND	1,241,947.98	1,019.42		1,242,967.40
151100	0600	DEBT SERVICE-COUNTY WIDE	25,216,285.05	920,395.05		26,136,680.10
151100	0852	AVERY RANCH FUND	1,496,679.81	9,561.83		1,506,241.64
151100	0885	WSMN CO BENEFITS FUND	3,207,602.95	2,632.90		3,210,235.85
151160	0777	CAPITAL PROJECTS FUND	221,773.44	182.04		221,955.48
151161	0777	CAPITAL PROJECTS FUND	409,789.96	336.35		410,126.31
151162	0777	CAPITAL PROJECTS FUND	5,876,799.75	4,823.74		5,881,623.49

Currency: USD
Entity=01 (Williamson County)

Object Fund	Beginning Balance	Receipts	Disbursements	Ending Balance
Total TexPool/TexPool Prime	75,638,601.23	2,146,651.82	3,036,850.22	74,748,402.83
152000 0100 GENERAL FUND	102,444,903.65	6,997,300.85		109,442,204.50
152000 0200 ROAD & BRIDGE GENERAL FUND	15,962,915.93	12,296.88		15,975,212.81
152000 0250 PASS THRU FUNDING PROGRAM	24,024,235.23		1,893.03	24,022,342.20
152000 0310 WM-FUTURE ENVIRONMENTAL LIAB		1,485,766.67		1,485,766.67
152000 0340 TOBACCO FUND	1,995,146.66	1,791.12		1,996,937.78
152000 0508 WMSN CO CONSERVATION FUND	1,490,340.39	558.45		1,490,898.84
152180 0777 CAPITAL PROJECTS FUND	132,648,420.08	25,878,446.76	36,189,000.00	122,337,866.84
152181 0777 CAPITAL PROJECTS FUND	14,934,622.20	15,457.00		14,950,079.20
152182 0777 CAPITAL PROJECTS FUND	31,981,952.51	7,928,111.10	23,000,000.00	16,910,063.61
Total Investments	325,482,536.65	42,319,728.83	59,190,893.03	308,611,372.45
153500 0100 GENERAL FUND	65,136,869.03	10,633,157.00	25,962,539.37	49,807,486.66
153500 0250 PASS THRU FUNDING PROGRAM	10,732,369.84	61,763.04		10,794,132.88
153500 0853 PEARSON PLACE RD DIST OPERATING FUND	701,712.70	701,712.70	1,403,425.40	
153500 0854 PEARSON PLACE RD DIST DEBT SERVICE FUND	373,364.01	1,404,346.60	701,712.70	1,075,997.91
153780 0777 CAPITAL PROJECTS FUND	16,104,550.90	20,388,555.78	13,809,544.99	22,683,561.69
153781 0777 CAPITAL PROJECTS FUND	12,961,187.60	11,086.43	31,809.82	12,940,464.21
153782 0777 CAPITAL PROJECTS FUND	27,148,314.70	23,046,012.48	9,614,671.39	40,579,655.79
Total Logic	133,158,368.78	56,246,634.03	51,523,703.67	137,881,299.14
Grand Total	542,324,624.77	249,040,325.72	269,202,476.09	522,162,474.40

Commissioners Court - Regular Session **38.**

Meeting Date: 04/25/2017

Order Authorizing the Defeasance and Redemption for Certain County's Outstanding Bonds

Submitted For: Julie Kiley **Submitted By:** Julie Kiley, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Consideration and action with respect to Order Authorizing the Defeasance and Redemption of Certain of the County's Outstanding Bonds.

Background

Attached is a copy of the Order and the Escrow Agreement in association with the Defeasance and Redemption for Certain of the County's Outstanding Bonds. Carol Polumbo of McCall Parkhurst and Horton and Dan Wegmiller of Specialized Public Finance will be available in Commissioners Court to answer questions. This is budgeted in the Debt Service Fund.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Redemption Order

Escrow Agreement Redemption

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	04/20/2017 11:51 AM
County Auditor (Originator)	Julie Kiley	04/20/2017 11:59 AM
Form Started By: Julie Kiley		Started On: 04/20/2017 11:12 AM
Final Approval Date: 04/20/2017		

ORDER AUTHORIZING THE DEFEASANCE AND REDEMPTION OF CERTAIN OF THE COUNTY'S OUTSTANDING PASS-THROUGH TOLL REVENUE AND LIMITED TAX BONDS, SERIES 2010 AND UNLIMITED TAX ROAD BONDS, SERIES 2011

WHEREAS, Williamson County, Texas (the "County") has duly issued and there is now outstanding the following obligations:

> Williamson County, Texas Pass-Through Toll Revenue and Limited Tax Bonds, Series 2010, dated June 15, 2010, in the principal amount of $6,865,000 maturing on February 15, 2035 (the "Series 2010 Bonds")
>
> and
>
> Williamson County, Texas Unlimited Tax Road Bonds, Series 2011, dated March 15, 2011, in the principal amount of $2,270,000 maturing on February 15, 2035 (the "Series 2011 Bonds"); and

WHEREAS, the Commissioners Court of the County deems it to be in the best interest of the County to use lawfully available funds to defease and redeem all or any portion of the Series 2010 Bonds and the Series 2011 Bonds on the first available redemption date after the giving of notice and compliance with the provisions of the order authorizing the issuance of the Series 2010 Bonds and the Series 2011 Bonds (collectively, the "Defeased Bonds"). The amount of the Series 2010 Bonds and Series 2011 Bonds defeased ad redeemed may be adjusted as approved by the County Auditor based on available funds and final rates for escrow securities.

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

Section 1. The County hereby calls for redemption the Defeased Bonds. Attached to this Order as Exhibit "A" and made a part hereof for all purposes, is a copy of the notice of redemption for the Defeased Bonds in substantially final form with such changes approved by the County Auditor. The County Auditor, Bond Counsel and the paying agent for the Defeased Bonds are hereby authorized to take all actions necessary to effectuate the redemption of such obligations, including sending all notices of such redemption required by the orders authorizing the Defeased Bonds.

Section 2. The County hereby determines and authorizes that lawfully available funds sufficient to defease all or any portion of the Defeased Bonds shall be deposited with BOKF, N.A., as Escrow Agent for such obligations, pursuant to the terms of an Escrow Agreement by and between the County and BOKF, N.A. (the "Escrow Agreement"). The Escrow Agreement in substantially the form and substance attached hereto as Exhibit "B" is hereby approved, and the County Auditor is hereby authorized to complete, amend, modify and execute the Escrow Agreement, as necessary. The County hereby determines and authorizes that such funds deposited under the Escrow Agreement shall be used to redeem the Bonds.

Section 3. The County Auditor is hereby authorized to transfer County funds as necessary to defease and redeem the Defeased Bonds.

Section 4. The County Judge of the Commissioners Court, the County Treasurer and the County Auditor and all other officers, employees and agents of the County, and each of them, shall be and they are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things, including giving any notices as may be required by the County's continuing disclosure obligations, if any, with respect to the Defeased Bonds and all other instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Order or the order authorizing the Defeased Bonds.

Section 5. If any provision of this Order or the application thereof to any circumstance shall be held to be invalid, the remainder of this Order and the application thereof to other circumstances shall nevertheless be valid, and this governing body hereby declares that this Order would have been enacted without such invalid provision.

Section 6. This Order shall be in full force and effect immediately upon its passage and approval.

EXHIBIT "A"

NOTICE OF DEFEASANCE AND REDEMPTION

NOTICE IS HEREBY GIVEN that Williamson County, Texas (the "County") has called for redemption the outstanding bonds of the County described below at a price of par plus accrued interest to such date of redemption, to-wit:

Williamson County, Texas Pass-Through Toll Revenue and Limited Tax Bonds, Series 2010, dated June 15, 2010, 2010, in the principal amount of $6,865,000* maturing on February 15, 2035 as further described below (collectively, the "Defeased Bonds")

CUSIP Number*	Maturity Date (February 15)	Principal Amount	Interest Rate	Redemption Date
969887YD4	2035	$6,865,000	4.375%	February 15, 2020

* The CUSIP Numbers are provided for the convenience of the holders of the Bonds. The County and the Paying Agent do not warrant the accuracy of the CUSIP Numbers, and neither shall be responsible for any error of any nature relating to CUSIP Numbers.

The Defeased Bonds shall be redeemed upon presentation at a principal corporate offices of BOKF, NA dba Bank of Texas, Austin, Texas, as paying agent/registrar for the Defeased Bonds, at the addresses set forth below. Interest on the Defeased Bonds shall cease to accrue from and after the Redemption Date.

If by Mail:
BOKF, NA dba Bank of Texas
P.O. Box 64106
St. Paul, MN 55164-0106

***If by Overnight Mail*:**
BOKF, NA dba Bank of Texas
Corporate Trust Services
111 Filmore Ave E St.
St. Paul, MN 55107

Bond Holder Communications:
866.429.7481

In compliance with section 3406 of the Internal Revenue Code of 1986, as amended, payors making certain payments due on debt securities may be obligated to deduct and withhold a portion of such payment from the remittance to any payee who has failed to provide such payor with a valid taxpayer identification number. To avoid the imposition of this withholding tax, such payees should submit a certified taxpayer identification number when surrendering bonds for redemption.

WILLIAMSON COUNTY, TEXAS

*Preliminary, subject to change.

NOTICE OF DEFEASANCE AND REDEMPTION

NOTICE IS HEREBY GIVEN that Williamson County, Texas (the "County") has defeased and called for redemption the outstanding bonds of the County described below at a price of par plus accrued interest to such date of redemption, to-wit:

Williamson County, Texas Unlimited Tax Road Bonds, Series 2011, dated March 15, 2011, in the principal amount of $2,270,000 maturing on February 15, 2032 as further described below (collectively, the "Defeased Bonds")

CUSIP Number*	Maturity Date (February 15)	Principal Amount	Interest Rate	Redemption Date
969887ZT8	2032	$_____	4.625%	February 15, 2020

_____

* The CUSIP Numbers are provided for the convenience of the holders of the Bonds. The County and the Paying Agent do not warrant the accuracy of the CUSIP Numbers, and neither shall be responsible for any error of any nature relating to CUSIP Numbers.

The Defeased Bonds shall be redeemed upon presentation at a principal corporate offices of BOKF, NA dba Bank of Texas, Austin, Texas, as paying agent/registrar for the Defeased Bonds, at the addresses set forth below. Interest on the Defeased Bonds shall cease to accrue from and after the Redemption Date.

If by Mail:
BOKF, NA dba Bank of Texas
P.O. Box 64106
St. Paul, MN 55164-0106

***If by Overnight Mail*:**
BOKF, NA dba Bank of Texas
Corporate Trust Services
111 Filmore Ave E St.
St. Paul, MN 55107

Bond Holder Communications:
866.429.7481

In compliance with section 3406 of the Internal Revenue Code of 1986, as amended, payors making certain payments due on debt securities may be obligated to deduct and withhold a portion of such payment from the remittance to any payee who has failed to provide such payor with a valid taxpayer identification number. To avoid the imposition of this withholding tax, such payees should submit a certified taxpayer identification number when surrendering bonds for redemption.

WILLIAMSON COUNTY, TEXAS

EXHIBIT "B"

ESCROW AGREEMENT

ESCROW AGREEMENT

Defeasance and Redemption of Certain Williamson County, Texas Pass-Through Toll Revenue and Limited Tax Bonds, Series 2010 and Unlimited Tax Road Bonds, Series 2011

THIS ESCROW AGREEMENT, dated as of May 30, 2017 (herein, together with any amendments or supplements hereto, called the "Agreement"), entered into by and between Williamson County, Texas (the "Issuer") and BOKF, N.A., Austin, Texas, as escrow agent (together with any successor in such capacity, the "Escrow Agent"). The addresses of the Issuer and the Escrow Agent are shown on Exhibit "A" attached hereto and made a part hereof.

W I T N E S S E T H:

WHEREAS, the Issuer heretofore issued and there presently remain outstanding the obligations described in the Verification Report of Grant Thornton LLP (the "Report") relating to the Defeased Obligations, attached hereto as Exhibit "B" and made a part hereof; and

WHEREAS, the Defeased Obligations are scheduled to mature in such years, bear interest at such rates, and be payable at such times and in such amounts as are set forth in the Report; and

WHEREAS, when firm banking arrangements have been made for the payment of principal and interest to the maturity or redemption dates of the Defeased Obligations, then the Defeased Obligations shall no longer be regarded as outstanding except for the purposes of receiving payment from the funds provided for such purpose and Issuer's right to call such Defeased Obligations for redemption in accordance with the provisions of the resolution, order or ordinance authorizing their issuance upon compliance with the provisions of Texas law; and

WHEREAS, Chapter 1207, Texas Government Code, as amended ("Chapter 1207"), authorizes the Issuer to issue refunding bonds and to deposit the proceeds from the sale thereof, and any other available funds or resources, directly with an eligible institution, including any place of payment (paying agent) for any of the Defeased Obligations, and such deposit, if made before such payment dates and in sufficient amounts, shall constitute the making of firm banking and financial arrangements for the discharge and final payment of the Defeased Obligations; and

WHEREAS, Chapter 1207 further authorizes the Issuer to enter into an escrow agreement with any such eligible institution for any of the Defeased Obligations with respect to the safekeeping, investment, administration and disposition of any such deposit, upon such terms and conditions as the Issuer and such institution may agree, provided that such deposits may be invested only in obligations authorized by Chapter 1207, and which shall mature and/or bear interest payable at such times and in such amounts as will be sufficient to provide for the scheduled payment of principal and interest on the Defeased Obligations when due; and

WHEREAS, this Agreement constitutes an escrow agreement of the kind authorized and required by said Chapter 1207; and

WHEREAS, BOKF, N.A. is the paying agent for the Defeased Obligations; and

WHEREAS, Chapter 1207 makes it the duty of the Escrow Agent to comply with the terms of this Agreement and timely make available to the other places of payment (paying agents) for the Defeased Obligations the amounts required to provide for the payment of the principal of and interest on such obligations when due, and in accordance with their terms, but solely from the funds, in the manner, and to the extent provided in this Agreement; and

WHEREAS, the Issuer's is making a cash deposit to provide for the payment of the principal of the Defeased Obligations at their respective maturity dates or dates of redemption and the interest thereon to such dates as set forth in the Report; and

WHEREAS, the Issuer desires that certain available funds of the Issuer shall be applied to purchase certain direct obligations of the United States of America hereinafter defined as the "Escrowed Securities" for deposit to the credit of the Escrow Fund created pursuant to the terms of this Agreement and to establish a beginning cash balance (if needed) in such Escrow Fund; and

WHEREAS, the Escrowed Securities shall mature and the interest thereon shall be payable at such times and in such amounts so as to provide moneys which, together with cash balances from time to time on deposit in the Escrow Fund, will be sufficient to pay interest on the Defeased Obligations as it accrues and becomes payable and the principal of the Defeased Obligations on their respective maturity dates or dates of redemption; and

WHEREAS, to facilitate the receipt and transfer of proceeds of the Escrowed Securities, particularly those in book entry form, the Issuer desires to establish the Escrow Fund at the principal corporate trust office of the Escrow Agent; and

WHEREAS, the Escrow Agent and any paying agent for the Defeased Obligations, acting through the Escrow Agent, is also a party to this Agreement, as a paying agent for the Defeased Obligations to acknowledge their acceptance of the terms and provisions of this Agreement in such capacity.

NOW, THEREFORE, in consideration of the mutual undertakings, promises and agreements herein contained, the sufficiency of which are hereby acknowledged, and in order to secure the full and timely payment of principal of and the interest on the Defeased Obligations, the Issuer and the Escrow Agent mutually undertake, promise, and agree for themselves and their respective representatives and successors, as follows:

ARTICLE I

DEFINITIONS AND INTERPRETATIONS

Section 1.01. Recitals. The recitals set forth in the preamble hereof are incorporated herein and shall have the same force and effect as if set forth in the Section.

Section 1.02. Definitions. Unless the context clearly indicates otherwise, the following terms shall have the meanings assigned to them below when they are used in this Agreement:

"Code" means the Internal Revenue Code of 1986, as amended, or to the extent applicable the Internal Revenue Code of 1954, together with any other applicable provisions of any successor federal income tax laws.

"**Escrow Fund**" means the fund created by this Agreement to be administered by the Escrow Agent pursuant to the provisions of this Agreement.

"**Escrowed Securities**" means the direct noncallable, not pre-payable United States Treasury obligations and obligations the due timely payment of which is unconditionally guaranteed by the United States of America described in the Report or cash or other direct obligations of the United States of America substituted therefor pursuant to Article IV of this Agreement.

"Paying Agent" means BOKF, N.A. acting in its capacity as paying agent for the Defeased Obligations.

Section 1.03. Other Definitions. The terms "Agreement," "Issuer," "Escrow Agent," "Paying Agent," "Defeased Obligations" and "Report" when they are used in this Agreement, shall have the meanings assigned to them in the preamble to this Agreement.

Section 1.04. Interpretations. The titles and headings of the articles and sections of this Agreement have been inserted for convenience and reference only and are not to be considered a part hereof and shall not in any way modify or restrict the terms hereof. This Agreement and all of the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to achieve the intended purpose of providing for the refunding of the Defeased Obligations in accordance with applicable law.

ARTICLE II

DEPOSIT OF FUNDS

Section 2.01. Deposits in the Escrow Fund. The Issuer shall deposit, or cause to be deposited, with the Escrow Agent, for deposit in the Escrow Fund, the funds described in the Report, and the Escrow Agent shall, upon the receipt thereof, acknowledge such receipt to the Issuer in writing.

ARTICLE III

CREATION AND OPERATION OF ESCROW FUND

Section 3.01. Escrow Fund. Section 3.01. **Escrow Fund**. The Escrow Agent has created on its books a special trust fund and irrevocable escrow to be known as Williamson County, Texas Pass-Through Toll Revenue and Limited Tax Bonds, Series 2010 and Unlimited Tax Road Bonds, Series 2011 (May 30, 2017 Cash Defeasance) (the "Escrow Fund"). The Escrow Agent hereby agrees that upon receipt thereof it will irrevocably deposit to the credit of the Escrow Fund the funds and the Escrowed Securities described in the Report. Such deposit, all proceeds therefrom, and all cash balances from time to time on deposit therein (a) shall be the property of the Escrow Fund, (b) shall be applied only in strict conformity with the terms and conditions of this Agreement, and (c) are hereby irrevocably pledged to the payment of the principal of and interest on the Defeased Obligations, which payment shall be made by timely transfers of such amounts at such times as are provided for in Section 3.02 hereof. When the final transfers have been made for the payment of such principal of and interest on the Defeased Obligations, any balance then remaining in the Escrow Fund shall be transferred to the Issuer, and the Escrow Agent shall thereupon be discharged from any further duties hereunder.

Section 3.02. **Payment of Principal and Interest**. The Escrow Agent is hereby irrevocably instructed to transfer from the cash balances from time to time on deposit in the Escrow Fund, the amounts required to pay the principal of the Defeased Obligations at their respective maturity dates and interest thereon to such maturity dates in the amounts and at the times shown in the Report.

Section 3.03. **Sufficiency of Escrow Fund**. The Issuer represents that the successive receipts of the principal of and interest on the Escrowed Securities will assure that the cash balance on deposit from time to time in the Escrow Fund will be at all times sufficient to provide moneys for transfer to the Paying Agent at the times and in the amounts required to pay the interest on the Defeased Obligations as such interest comes due and the principal of the Defeased Obligations as the Defeased Obligations mature, all as more fully set forth in the Report. If, for any reason, at any time, the cash balances on deposit or scheduled to be on deposit in the Escrow Fund shall be insufficient to transfer the amounts required by the Paying Agent for the Defeased Obligations to make the payments set forth in Section 3.02 hereof, the Issuer shall timely deposit in the Escrow Fund, from any funds that are lawfully available therefor, additional funds in the amounts required to make such payments. Notice of any such insufficiency shall be given as promptly as practicable as hereinafter provided, but the Escrow Agent shall not in any manner be responsible for any insufficiency of funds in the Escrow Fund or the Issuer's failure to make additional deposits thereto.

Section 3.04. **Trust Fund**. The Escrow Agent shall hold at all times the Escrow Fund, the Escrowed Securities and all other assets of the Escrow Fund, wholly segregated from all other funds and securities on deposit with the Escrow Agent; it shall never allow the Escrowed Securities or any other assets of the Escrow Fund to be commingled with any other funds or securities of the Escrow Agent; and it shall hold and dispose of the assets of the Escrow Fund only as set forth herein. The Escrowed Securities and other assets of the Escrow Fund shall always be maintained by the Escrow Agent as trust funds for the benefit of the owners of the Defeased Obligations; and a special account thereof shall at all times be maintained on the books of the Escrow Agent. The owners of the Defeased Obligations shall be entitled to the same preferred claim and first lien upon

the Escrowed Securities, the proceeds thereof, and all other assets of the Escrow Fund to which they are entitled as owners of the Defeased Obligations. The amounts received by the Escrow Agent under this Agreement shall not be considered as a banking deposit by the Issuer, and the Escrow Agent shall have no right to title with respect thereto except as a constructive trustee and Escrow Agent under the terms of this Agreement. The amounts received by the Escrow Agent under this Agreement shall not be subject to warrants, drafts or checks drawn by the Issuer or, except to the extent expressly herein provided, by the Paying Agent.

Section 3.05. **Security for Cash Balances**. Cash balances from time to time on deposit in the Escrow Fund shall, to the extent not insured by the Federal Deposit Insurance Corporation or its successor, be continuously secured by a pledge of direct obligations of, or obligations unconditionally guaranteed by, the United States of America, having a market value at least equal to such cash balances.

ARTICLE IV

LIMITATION ON INVESTMENTS

Section 4.01. **Limitation on Investments**. Except as provided in Sections 3.02, 4.02, 4.03 and 4.04 hereof, the Escrow Agent shall not have any power or duty to invest or reinvest any money held hereunder, or to make substitutions of the Escrowed Securities, or to sell, transfer or otherwise dispose of the Escrowed Securities.

Section 4.02. **Reinvestment of Certain Cash Balances in Escrow by Escrow Agent**. In addition to the Escrowed Securities listed in the Report, the Escrow Agent shall reinvest cash balances shown in the Report in United States Treasury Obligations - State and Local Government Series with an interest rate equal to zero percent (0%) to the extent such Obligations are available from the Department of the Treasury. All such re-investments shall be made only from the portion of cash balances derived from the maturing principal of and interest on Escrowed Securities that are United States Treasury Certificates of Indebtedness, Notes or Bonds - State and Local Government Series. All such re-investments shall be acquired on and shall mature on the dates shown on the Report.

Section 4.03. **Substitutions and Reinvestments**. At the discretion of the Issuer, the Escrow Agent shall reinvest cash balances representing receipts from the Escrowed Securities, make substitutions of the Escrowed Securities or redeem the Escrowed Securities and reinvest the proceeds thereof or hold such proceeds as cash, together with other moneys or securities held in the Escrow Fund provided that the Issuer delivers to the Escrow Agent the following:

(1) an opinion by an independent certified public accountant that after such substitution or reinvestment the principal amount of the securities in the Escrow Fund (which shall be noncallable, not pre-payable direct obligations of the United States of America), together with the interest thereon and other available moneys, will be sufficient to pay, without further investment or reinvestment, as the same become due in accordance

with the Report, the principal of, interest on and premium, if any, on the Defeased Obligations which have not previously been paid, and

(2) an unqualified opinion of nationally recognized municipal bond counsel to the effect that (a) such substitution or reinvestment will not cause the Defeased Obligations to be "arbitrage bonds" within the meaning of Section 103 of the Code or the regulations thereunder in effect on the date of such substitution or reinvestment, or otherwise make the interest on the Defeased Obligations subject to federal income taxation, and (b) such substitution or reinvestment complies with the Constitution and laws of the State of Texas and with all relevant documents relating to the issuance of the Defeased Obligations.

The Escrow Agent shall have no responsibility or liability for loss or otherwise with respect to investments made at the direction of the Issuer.

Section 4.04. **Substitution for Escrowed Securities**. Concurrently with the initial deposit by the Issuer with the Escrow Agent, but not thereafter, the Issuer, at its option, may substitute cash or direct noncallable and not pre-payable obligations of the United States Treasury (the "Substitute Obligations"), but only if such Substitute Obligations

(a) are in an amount, and/or mature in an amount, which is equal to or greater than the amount payable on the maturity date of the obligation listed in the Report for which such Substitute Obligation is substituted,

(b) mature on or before the maturity date of the obligation listed in the Report for which such Substitute Obligation is substituted, and

(c) produce the amount necessary to pay the interest on and principal of the Defeased Obligations, as set forth in the Report, as verified by a certified public accountant or a firm of certified public accountants.

If, concurrently with the initial deposit by the Issuer with the Escrow Agent, any such Substitute Obligations are so substituted for any Escrowed Securities, the Issuer may, at any time thereafter, substitute for such Substitute Obligations the same Escrowed Securities for which such Substitute Obligations originally were substituted.

Section 4.05. Arbitrage. The Issuer hereby covenants and agrees that it shall never request the Escrow Agent to exercise any power hereunder or permit any part of the money in the Escrow Fund or proceeds from the sale of Escrowed Securities to be used directly or indirectly to acquire any securities or obligations if the exercise of such power or the acquisition of such securities or obligations would cause any Refunding Obligations or Defeased Obligations to be an "arbitrage bond" within the meaning of the Code.

ARTICLE V

APPLICATION OF CASH BALANCES

Section 5.01. **In General**. Except as provided in Sections 3.02, 4.02, 4.03 and 4.04 hereof, no withdrawals, transfers, or reinvestment shall be made of cash balances in the Escrow Fund.

ARTICLE VI

RECORDS AND REPORTS

Section 6.01. Records. The Escrow Agent will keep books of record and account in which complete and correct entries shall be made of all transactions relating to the receipts, disbursements, allocations and application of the money and Escrowed Securities deposited to the Escrow Fund and all proceeds thereof, and such books shall be available for inspection at reasonable hours and under reasonable conditions by the Issuer and the owners of the Defeased Obligations.

Section 6.02. Reports. While this Agreement remains in effect, the Escrow Agent annually shall prepare and send to the Issuer a written report summarizing all transactions relating to the Escrow Fund during the preceding year, including, without limitation, credits to the Escrow Fund as a result of interest payments on or maturities of the Escrowed Securities and transfers from the Escrow Fund for payments on the Defeased Obligations or otherwise, together with a detailed statement of all Escrowed Securities and the cash balance on deposit in the Escrow Fund as of the end of such period.

ARTICLE VII

CONCERNING THE PAYING AGENT AND ESCROW AGENT

Section 7.01. Representations. The Escrow Agent hereby represents that it has all necessary power and authority to enter into this Agreement and undertake the obligations and responsibilities imposed upon it herein, and that it will carry out all of its obligations hereunder.

Section 7.02. Limitation on Liability. The liability of the Escrow Agent to transfer funds for the payment of the principal of and interest on the Defeased Obligations shall be limited to the cash balances from time to time on deposit in the Escrow Fund. Notwithstanding any provision contained herein to the contrary, neither the Escrow Agent nor the Paying Agent shall have any liability whatsoever for the insufficiency of funds from time to time in the Escrow Fund, except for the obligation to notify the Issuer as promptly as practicable of any such occurrence.

The recitals herein and in the proceedings authorizing the Refunding Obligations shall be taken as the statements of the Issuer and shall not be considered as made by, or imposing any obligation or liability upon, the Escrow Agent. The Escrow Agent is not a party to the proceedings authorizing the Defeased Obligations and is not responsible for nor bound by any of the provisions

thereof (except as a place of payment and paying agent and/or a Paying Agent/Registrar therefor). In its capacity as Escrow Agent, it is agreed that the Escrow Agent need look only to the terms and provisions of this Agreement.

The Escrow Agent makes no representations as to the value, conditions or sufficiency of the Escrow Fund, or any part thereof, or as to the title of the Issuer thereto, or as to the security afforded thereby or hereby, and the Escrow Agent shall not incur any liability or responsibility in respect to any of such matters.

It is the intention of the parties hereto that the Escrow Agent shall never be required to use or advance its own funds or otherwise incur personal financial liability in the performance of any of its duties or the exercise of any of its rights and powers hereunder.

The Escrow Agent shall not be liable for any action taken or neglected to be taken by it in good faith in any exercise of reasonable care and believed by it to be within the discretion or power conferred upon it by this Agreement, nor shall the Escrow Agent be responsible for the consequences of any error of judgment; and the Escrow Agent shall not be answerable except for its own action, neglect or default, nor for any loss unless the same shall have been through its negligence or willful misconduct.

Unless it is specifically otherwise provided herein, the Escrow Agent has no duty to determine or inquire into the happening or occurrence of any event or contingency or the performance or failure of performance of the Issuer with respect to arrangements or contracts with others, with the Escrow Agent's sole duty hereunder being to safeguard the Escrow Fund, to dispose of and deliver the same in accordance with this Agreement. If, however, the Escrow Agent is called upon by the terms of this Agreement to determine the occurrence of any event or contingency, the Escrow Agent shall be obligated, in making such determination, only to exercise reasonable care and diligence, and in event of error in making such determination the Escrow Agent shall be liable only for its own willful misconduct or its negligence. In determining the occurrence of any such event or contingency the Escrow Agent may request from the Issuer or any other person such reasonable additional evidence as the Escrow Agent in its discretion may deem necessary to determine any fact relating to the occurrence of such event or contingency, and in this connection may make inquiries of, and consult with, among others, the Issuer at any time.

Section 7.03. Compensation. (a) Concurrently with the sale and delivery of the Refunding Obligations, the Issuer shall pay to the Escrow Agent, as a fee for performing the services hereunder and for all expenses incurred or to be incurred by the Escrow Agent in the administration of this Agreement, the amount set forth in Exhibit C attached hereto, the sufficiency of which is hereby acknowledged by the Escrow Agent. In the event that the Escrow Agent is requested to perform any extraordinary services hereunder, the Issuer hereby agrees to pay reasonable fees to the Escrow Agent for such extraordinary services and to reimburse the Escrow Agent for all expenses incurred by the Escrow Agent in performing such extraordinary services, and the Escrow Agent hereby agrees to look only to the Issuer for the payment of such fees and reimbursement of such expenses. The Escrow Agent hereby agrees that in no event shall it ever assert any claim or

lien against the Escrow Fund for any fees for its services, whether regular or extraordinary, as Escrow Agent, or in any other capacity, or for reimbursement for any of its expenses.

(b) BOKF, N.A., is the place of payment (paying agent) for the Defeased Obligations. Concurrently with the sale and delivery of the Refunding Obligations, the Issuer shall pay to the Paying Agent, the sum of $_____, the sufficiency of which is hereby acknowledged by BOKF, N.A., for all future paying agency services with respect to the Defeased Obligations; and BOKF, N.A., warrants that such sum is sufficient for such purpose.

Section 7.04. Successor Escrow Agents. If at any time the Escrow Agent or its legal successor or successors should become unable, through operation or law or otherwise, to act as escrow agent hereunder, or if its property and affairs shall be taken under the control of any state or federal court or administrative body because of insolvency or bankruptcy or for any other reason, a vacancy shall forthwith exist in the office of Escrow Agent hereunder. In such event the Issuer, by appropriate action, promptly shall appoint an Escrow Agent to fill such vacancy. If no successor Escrow Agent shall have been appointed by the Issuer within 60 calendar days, a successor may be appointed by the owners of a majority in principal amount of the Defeased Obligations then outstanding by an instrument or instruments in writing filed with the Issuer, signed by such owners or by their duly authorized attorneys-in-fact. If, in a proper case, no appointment of a successor Escrow Agent shall be made pursuant to the foregoing provisions of this section within three months after a vacancy shall have occurred, the owner of any Defeased Obligation may apply to any court of competent jurisdiction to appoint a successor Escrow Agent. Such court may thereupon, after such notice, if any, as it may deem proper, prescribe and appoint a successor Escrow Agent.

Any successor Escrow Agent shall be a corporation organized and doing business under the laws of the United States or the State of Texas, authorized under such laws to exercise corporate trust powers, authorized under Texas law to act as an escrow agent, having its principal office and place of business in the State of Texas, having a combined capital and surplus of at least $5,000,000 and subject to the supervision or examination by Federal or State authority.

Any successor Escrow Agent shall execute, acknowledge and deliver to the Issuer and the Escrow Agent an instrument accepting such appointment hereunder, and the Escrow Agent shall execute and deliver an instrument transferring to such successor Escrow Agent, subject to the terms of this Agreement, all the rights, powers and trusts of the Escrow Agent hereunder. Upon the request of any such successor Escrow Agent, the Issuer shall execute any and all instruments in writing for more fully and certainly vesting in and confirming to such successor Escrow Agent all such rights, powers and duties.

The Escrow Agent at the time acting hereunder may at any time resign and be discharged from the trust hereby created by giving not less than sixty (60) days' written notice to the Issuer and publishing notice thereof, specifying the date when such resignation will take effect, in a newspaper printed in the English language and with general circulation in New York, New York, such publication to be made once at least three (3) weeks prior to the date when the resignation is to take effect. No such resignation shall take effect unless a successor Escrow Agent shall have

been appointed by the owners of the Defeased Obligations or by the Issuer as herein provided and such successor Escrow Agent shall be a paying agent for the Defeased Obligations and shall have accepted such appointment, in which event such resignation shall take effect immediately upon the appointment and acceptance of a successor Escrow Agent.

Under any circumstances, the Escrow Agent shall pay over to its successor Escrow Agent proportional parts of the Escrow Agent's fee and, if applicable, its Paying Agent's fee hereunder.

ARTICLE VIII

MISCELLANEOUS

Section 8.01. Notice. Any notice, authorization, request, or demand required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given when mailed by registered or certified mail, postage prepaid addressed to the Issuer or the Escrow Agent at the address shown on Exhibit "A" attached hereto. The United States Post Office registered or certified mail receipt showing delivery of the aforesaid shall be conclusive evidence of the date and fact of delivery. Any party hereto may change the address to which notices are to be delivered by giving to the other parties not less than ten (10) calendar days prior notice thereof. Prior written notice of any amendment to this Agreement contemplated pursuant to Section 8.08 and immediate written notice of any incidence of a severance pursuant to Section 8.04 shall be sent to Standard & Poor's Corporation, Attn: Municipal Bond Department, 25 Broadway, New York, New York 10004 and Fitch, Inc., One State Street Plaza, New York, New York 10004.

Section 8.02. Termination of Responsibilities. Upon the taking of all the actions as described herein by the Escrow Agent, the Escrow Agent shall have no further obligations or responsibilities hereunder to the Issuer, the owners of the Defeased Obligations or to any other person or persons in connection with this Agreement.

Section 8.03. Binding Agreement. This Agreement shall be binding upon the Issuer and the Escrow Agent and their respective successors and legal representatives, and shall inure solely to the benefit of the owners of the Defeased Obligations, the Issuer, the Escrow Agent and their respective successors and legal representatives.

Section 8.04. 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 provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein.

Section 8.05. Texas Law Governs. This Agreement shall be governed exclusively by the provisions hereof and by the applicable laws of the State of Texas.

Section 8.06. Time of the Essence. Time shall be of the essence in the performance of obligations from time to time imposed upon the Escrow Agent by this Agreement.

Section 8.07. Effective date of Agreement. This Agreement shall be effective upon receipt by the Escrow Agent of the funds described in the Report, together with the specific sums stated in subsections (a) and (b) of Section 7.03 for Escrow Agent and paying agency fees, expenses, and services.

Section 8.08. Amendments. This Agreement shall not be amended except to cure any ambiguity or formal defect or omission in this Agreement. No amendment shall be effective unless the same shall be in writing and signed by the parties thereto. No such amendment shall adversely affect the rights of the holders of the Defeased Obligations.

Section 8.09. Counterparts. This Agreement may be executed in one or more counterparts, each and all of which shall constitute one and the same instrument.

[The Remainder of This Page is Intentionally Left Blank]

EXECUTED as of the date first written above.

WILLIAMSON COUNTY, TEXAS

By: _____

Name: Jerri L. Jones
Title: County Auditor
Williamson County, Texas
710 Main Street
Georgetown, Texas 78626

BOKF, N.A.

By_____
Authorized Signatory

EXHIBIT "A"

ADDRESSES OF THE ISSUER AND THE ESCROW AGENT

Issuer

Williamson County, Texas
710 Main Street
Georgetown, Texas 78626
Attn: County Auditor

Escrow Agent

BOKF, N.A.
100 Congress Ave., Suite 250
Austin, Texas 78701

EXHIBIT "B"

VERIFICATION REPORT

[See Separate Tab This Transcript]

EXHIBIT "C"

ESCROW AGENT FEE SCHEDULE

[See Attached]

Commissioners Court - Regular Session **39.**

Meeting Date: 04/25/2017

Grant from Petsmart Charities

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

Department: Animal Services

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on allowing the Judge to sign a Master Support Agreement between Petsmart Charities and Williamson County Regional Animal Shelter for funds to be used for the reimbursement of $7,538.00 for necessary shelter supplies and medical treatment including but not limited to testing, vaccinations, medications, litter boxes, litter and food for the 89 cats and 1 dog received through a cruelty seizure.

Background

The WCRAS received 89 cats and a dog from a cruelty seizure. At least 1/2 of them were sick with ringworm and/or URI putting a strain on the shelter resources. This is grant from Petsmart to offset the expense to treat and make these cats ready for adoption.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Petsmart Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	04/20/2017 11:13 AM
Form Started By: Cheryl Schneider		Started On: 04/17/2017 04:07 PM
Final Approval Date: 04/20/2017		

MASTER SUPPORT AGREEMENT
STATEMENT OF TERMS

THIS STATEMENT OF TERMS is entered into and forms a part of that certain Master Support Agreement (the "Agreement"), dated as of June 21, 2016, by and between Charities and Organization. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement.

General Terms							
Indicate Type of Program	Grant X Sponsorship Adoption						
Term	Start Date: Upon execution of this agreement End Date: Until Terminated						
Parties and Contact Information							
Organization	Williamson County			Charities	PetSmart Charities, Inc.		
Address	710 S Main St Georgetown, TX 78626			Address	19601 North 27th Avenue Phoenix, AZ 85027		
Principal Contact	Cheryl Schneider			Principal Contact	April Miles		
Tel.	(512) 943-3597	Fax		Tel.	623-388-8109	Fax	

Grants	
Amount of Grant Funds – Cash	$7,538.00
Amount of Grant Funds – In-Kind (Fair Market Value)	$ N/A (FMV)
Total Amount of Grant Funds (cash and/or in-kind)	$7,538.00
Description of in-kind goods or services provided (including equipment, services, etc.) to Organization (if any)	
Distribution Schedule of Grant Funds	Cash grant to be distributed in single installment of $7,538.00 upon execution of agreement.
Grant Purpose	Grant funds in the amount of $7,538.00 to be used for reimbursement of necessary shelter supplies and medical treatment including but not limited to testing, vaccinations, medications, litter boxes, litter and food for the 88 cats and 1 dog received through a Cruelty Seizure in Florence, TX in April 2017. If any grant funds remain after the emergency relief expenses are covered, the remaining grant funds may be used, with written permission from PetSmart Charities, Inc. toward spay/neuter surgeries for additional shelter animals to assist in preparing them for adoption. Any marketing or press materials created by the Organization shall be submitted to PetSmart Charities to Lauren Sawyer at lsawyer@PetSmart.com for review, prior to use, including any and all promotional or advertising materials, press releases, written communication and/or social media posts in which PetSmart Charities'

	name, trademarked material or copyrighted material is used, at least 10 business days in advance of advertising and print deadlines.
Grant Period	Start: Upon execution End: 90 days from execution of this agreement
Sponsorships	
Amount of Cash Grant Funds	$
Amount of In-Kind Grant Funds (Fair Market Value)	$ (FMV)
Total Amount of Grant Funds (cash and/or in-kind)	$
Distribution Schedule of Sponsored Amount	
Name and Date of Event or Conference	
Benefits Provided by Organization (if any)	
Adoption	
Location (address and/or PetSmart store number)	
Is the Adoption Center an "Everyday Adoption Center"?	Yes No
Start Date	
Licenses	
Charities' License of Organization's Marks as Identified Below	Yes No x
Organization's License of Charities' Marks as Identified Below	Yes x No
License Purpose and Duration (if different from the Term)	Recognition of PetSmart Charities, Inc support of Organization; Promotion of Organization's participation in PetSmart Charities, INc. programming (ie. In-Store adoption programming, grants programming.
Identification of Marks	
Organization's Marks	
(a)	
(b)	
Charities' Marks	
(a) PetSmart Charities®	
(b) 	
Other Requirements	
Reporting Requirements	In addition to any requirement set forth in the Grant Agreement, the Organization agrees to provide the following report to PetSmart Charities, in connection with the Statement of Terms, on or before the deadlines set forth below. PetSmart Charities reserves the right to change the method and format of how report are provided.

	Final report due 90 days after execution of this Grant Statement via www.cybergrants.com/petsmartcharities/reports/app -provide photos and placement stories of the pets who were helped through the grant funds
Additional Requirements (if any)	

"CHARITIES"
PETSMART CHARITIES, INC.

Signature: _____

Name: _____

Title: _____

Date: _____

"ORGANIZATION"
WILLIAMSON COUNTY

Signature: _____

Name: _____

Title: _____

Date: _____

Commissioners Court - Regular Session **40.**

Meeting Date: 04/25/2017

Creating election precinct 202 from precincts 204 and 201

Submitted For: Chris Davis **Submitted By:** Julie Seippel, Elections

Department: Elections

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on changing election precinct boundary lines for precincts 204 and 201 to create election precinct 202.

Background

Precinct 201 has more than 5,500 active registered voters which exceeds the 5,000 maximum registered voters allowed by the Texas Election Code. Precinct 204 has more than 4,900 active registered voters. The boundary changes are necessary to reduce the number of registered voters in Pcts. 201 to bring it into compliance with the Texas Election Code and to ensure Pct. 204 remains in compliance.

Fiscal Impact

From/To	Acct No.	Description	Amount

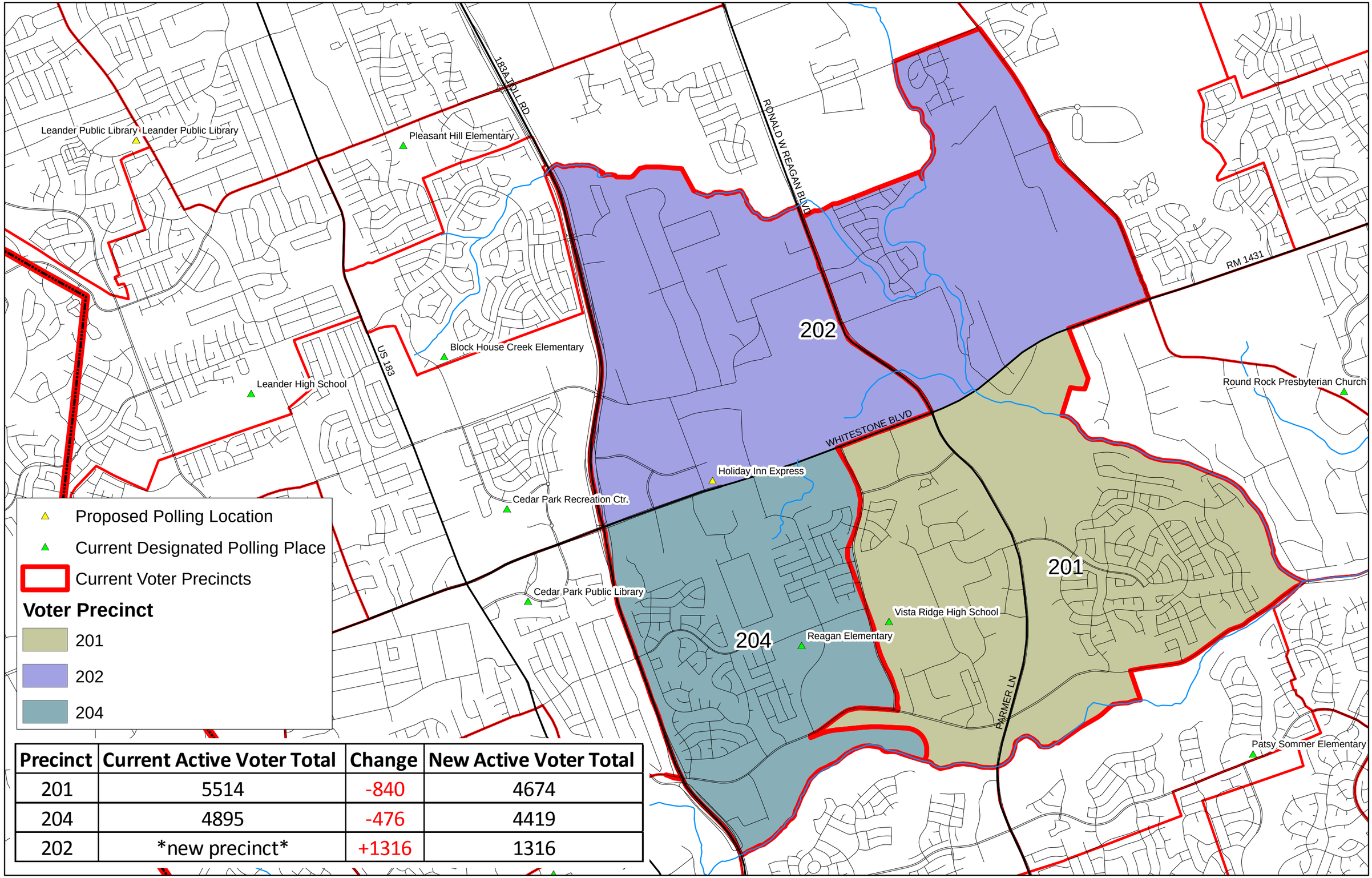
Attachments

Pct 202 Map (Exhibit A)

Order Creating 202

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	04/20/2017 11:50 AM
Form Started By: Julie Seippel		Started On: 04/19/2017 01:28 PM
Final Approval Date: 04/20/2017		



Precinct	Current Active Voter Total	Change	New Active Voter Total
201	5514	-840	4674
204	4895	-476	4419
202	*new precinct*	+1316	1316

Exhibit A: Creation of precinct 202 from Precincts 201 and 204

Created by Williamson County Elections Dept
April 19th, 2017
301 SE Inner Loop, Ste 104, Georgetown, TX
512-943-1630

ORDER CREATING
WILLIAMSON COUNTY ELECTION PRECINCT 202

Precinct 201 has 5,514 active registered voters. Precinct 201 violates section 42.006 of the Texas Election Code because it contains more than 5,000 registered voters. Section 42.031(b)(2) of the Texas Election Code grants Commissioners Court the authority to make necessary changes in the precinct boundary.

Recommendation is made to split Precincts 201 and 204 and create Precinct 202 as graphically shown in the map described as Exhibit "A," attached hereto and incorporated herein. The creation will result in the following active registered voter counts:

Precinct 201	4,674
Precinct 204	4,419
Precinct 202	1,316

NOW, THEREFORE, BE IT ORDERED that, effective January 1, 2018:

> **Precinct 202** shall be created from the northern portion of current Precinct 201 north of Whitestone Boulevard. The precinct will also gain the northern portion of current Precinct 204 north of Whitestone Boulevard. The designated polling place for Precinct 202 shall be Holiday Inn Express, 1605 East Whitestone Boulevard, Cedar Park.
>
> Exhibit "B" contains a written description of Precinct 201. Exhibit "C" contains a written description of Precinct 202. Exhibit "D" contains a written description of Precinct 204.

Adopted on this _____ day of April, 2017.

_____
Dan A. Gattis, County Judge

_____
Terry Cook, Commissioner, Precinct 1

_____
Cynthia Long, Commissioner, Precinct 2

_____
Valerie Covey, Commissioner, Precinct 3

_____
Larry Madsen, Commissioner, Precinct 4

ATTEST:

_____
Williamson County Clerk

EXHIBIT B

Election Precinct No. 201
Williamson County, Texas

BEGINNING at the intersection of Whitestone Boulevard and North Vista Ridge Boulevard;

THENCE, easterly along the center of Whitestone Boulevard to the east property boundary described as 20 Acre Tract, Cedar Park LP, R327186;

THENCE, southerly, along the east property boundary to the center of Brushy Creek,

THENCE, southerly, along the center of Brushy Creek to the center of Brushy Creek Road,

THENCE, westerly, along the center of Brushy Creek Road to the east boundary of Leander Independent School District,

THENCE, southerly, along the east boundary to the center of South Brushy Creek,

THENCE, westerly, along South Brushy Creek until its intersection with Metrorail track;

THENCE, northerly, along the center of Metrorail track to the center of Brushy Creek Road;

THENCE, easterly, along the center of Brushy Creek Road to the center of South Vista Ridge Boulevard;

THENCE, northerly, along the center of Vista Ridge Boulevard, to the place of the BEGINNING.

EXHIBIT C

Election Precinct No. 202
Williamson County, Texas

BEGINNING at the intersection of 183A Toll Road and East Whitestone Boulevard;

THENCE, northerly, along the center of 183A Toll Road to its intersection with the center of Block House Creek;

THENCE, easterly, along the center of Block House Creek to its intersection with the center of Ronald W Reagan Boulevard;

THENCE, southerly, along the center of Ronald Reagan Boulevard to the north edge of Caballo Ranch subdivision extended;

THENCE, easterly, along the north boundary of Caballo Ranch subdivision to its intersection with the center of Brushy Creek;

THENCE, northerly, along the center of Brushy Creek to the center of Journey Parkway;

THENCE, easterly, along the center of Journey Parkway to its intersection with the center of County Road 175;

THENCE, southerly, along the center of County Road 175 Road to Whitestone Boulevard;

THENCE, westerly, along the center of Whitestone Boulevard, to the place of the BEGINNING.

EXHIBIT D

Election Precinct No. 204
Williamson County, Texas

BEGINNING at the intersection of 183A Toll Road and East Whitestone Boulevard;

THENCE, easterly, along the center of East Whitestone Boulevard to the center of North Vista Ridge Boulevard;

THENCE, southerly along the center of Vista Ridge Boulevard to the center of Brushy Creek Road;

THENCE, westerly, along the center of Brushy Creek Road to Gupton Way;

THENCE, easterly, along the center of Metrorail to its intersection with the center of South Brushy Creek;

THENCE, westerly, along South Brushy Creek to its intersection with the center of 183A Toll Road;

THENCE, northerly, along the center of 183A Toll Road, to the place of the BEGINNING.

Commissioners Court - Regular Session **41.**

Meeting Date: 04/25/2017

Adjusting boundaries of voting precincts 206 and 207 and 267

Submitted For: Chris Davis **Submitted By:** Julie Seippel, Elections

Department: Elections

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on precinct boundary changes affecting Precincts 206, 207, and 267.

Background

Precinct 207 has more than 4800 active registered voters. Adjusting the boundary lines of Precinct 207 and contiguous Precincts 206 and 267 will reduce the number of active registered voters to avoid reaching the 5,000 maximum allowed by the Election Code.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

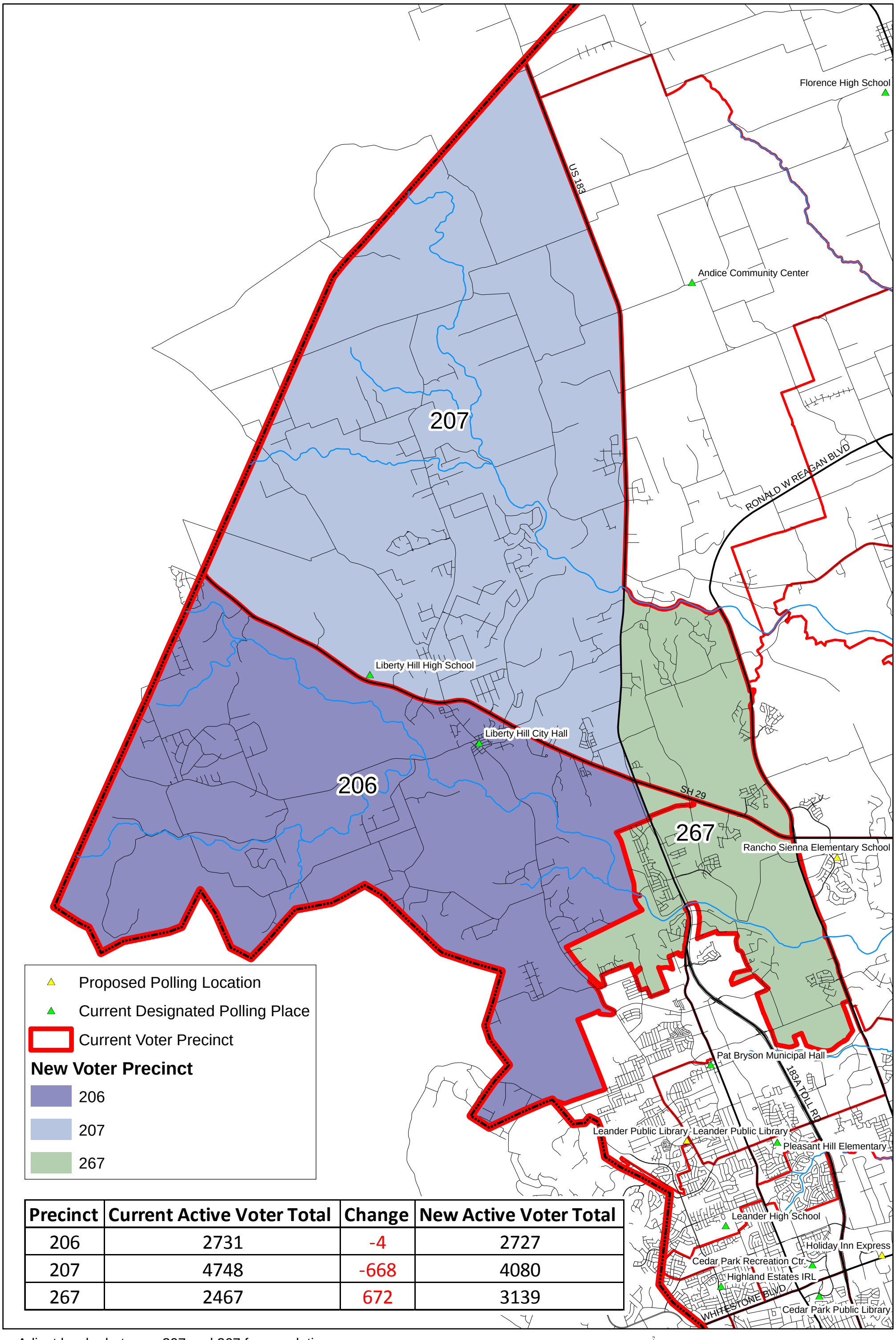
Precinct 207, 206, 267 Map (Exhibit A)

Order Adjusting 207, 206, and 267

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	04/20/2017 11:50 AM
Form Started By: Julie Seippel		Started On: 04/19/2017 06:25 PM
Final Approval Date: 04/20/2017		

Exhibit A



Precinct	Current Active Voter Total	Change	New Active Voter Total
206	2731	-4	2727
207	4748	-668	4080
267	2467	672	3139

Adjust border between 207 and 267 for population.
Adjust border between 206and 267 for consistency.

Created by Williamson County Elections Dept
April 19th, 2017
301 SE Inner Loop, Ste 104, Georgetown, TX
512-943-1630

ORDER ADJUSTING THE BOUNDARY BETWEEN
WILLIAMSON COUNTY ELECTION PRECINCTS 206, 207, AND 267

Precinct 207 has 4,870 active registered voters. Precinct 207 is approaching violation of section 42.006 of the Texas Election Code stating a precinct cannot contain more than 5,000 active registered voters. Section 42.031(b)(2) of the Texas Election Code grants Commissioners Court the authority to make necessary changes in the precinct boundary.

The precincts affected by the boundary adjustments are 206, 207, and 267 and graphically shown in the map described as Exhibit "A," attached hereto and incorporated herein. The changes will result in the following active registered voter counts:

Precinct 207	4,202
Precinct 206	2,727
Precinct 267	3,139

NOW, THEREFORE, BE IT ORDERED that, effective January 1, 2018:

> **Precinct 267** will gain the southeastern portion of current Precinct 207, east of US Highway 183. The precinct will also gain the northeast portion of current Precinct 206, east of US Highway 183. The designated polling place for Precinct 207 shall remain Liberty Hill High School, 16500 W State Highway 29, Liberty Hill. The designated polling place for Precinct 267 remains combined with Precinct 264 Pat Bryson Municipal Hall, 201 North Brushy Street, Leander.
>
> Exhibit "B" contains a written description of Precinct 206. Exhibit "C" contains a written description of Precinct 207. Exhibit "D" contains a written description of Precinct 267.

Adopted on this _____ day of April, 2017.

_____
Dan A. Gattis, County Judge

_____
Terry Cook, Commissioner, Precinct 1

_____
Cynthia Long, Commissioner, Precinct 2

_____
Valerie Covey, Commissioner, Precinct 3

_____
Larry Madsen, Commissioner, Precinct 4

ATTEST:

_____
Williamson County Clerk

EXHIBIT B

Election Precinct No. 206
Williamson County, Texas

BEGINNING at the intersection of West State Highway 29 and the common line between Williamson and Travis County;

THENCE, easterly, along the center of West State Highway 29 to its intersection with the center of Northbound US Highway 183;

THENCE, southerly, along the center of Northbound US highway 183 to its intersection with the center of County Road 263;

THENCE, westerly, along the center of County Road 263 to its intersection with the center of Metrorail Track;

THENCE, southerly, along the center of Metrorail Track to the southern boundary of Census Block 484910203013059;

THENCE, westerly, along said boundary to the southern boundary of Census Block 484910203013089;

THENCE, westerly, along said boundary to the northern boundary of Census Block 484910203013091;

THENCE, westerly, along said boundary to its western border;

THENCE, southerly, along the western boundary to the northern boundary of Census Block 484910203142022;

THENCE, southerly, along said boundary to the eastern boundary of Census Block 48491020314100;

THENCE, southerly, along said boundary to the southern boundary of Census Block 484910203142015;

THENCE, westerly, along said boundary to the northern boundary of Census Block 484910203141008;

THENCE, westerly, along the northern boundary to its western boundary;

THENCE, southerly, along the western boundary to the northern boundary of Census Block 484910203141031;

THENCE, westerly, along said boundary to the northern boundary of Census Block 484910203141032;

THENCE, westerly, along said boundary to the common line between Williamson and Travis County.

EXHIBIT C

Election Precinct No. 207
Williamson County, Texas

BEGINNING at the intersection of US Highway 183 and the common line between Williamson and Travis County;

THENCE, southerly, along the center of US Highway 183 to its intersection with the center of West State Highway 29;

THENCE, westerly, along State Highway 29 to its intersection with the common line between Williamson and Travis Counties.

EXHIBIT D

Election Precinct No. 267
Williamson County, Texas

BEGINNING at the intersection of US Highway 183 and North Fork San Gabriel River;

THENCE, easterly, along North Fork San Gabriel River to its intersection with the center of Ronald W Reagan Boulevard;

THENCE, southerly, along the center of Ronald W Reagan Boulevard to the center of Hero Way;

THENCE, westerly, along the center of Hero Way to the eastern boundary of Census Block 484910203021035;

THENCE, southerly, along said boundary to the southern boundary of Census Block 48491020321053;

THENCE, westerly, along said boundary to the southern boundary of Census Block 484910203021035;

THENCE, westerly, along said boundary to County Road 269;

THENCE, northerly, along the center of County Road 269 to the western boundary of Census Block 484910203021015;

THENCE, northerly, along said boundary to the western boundary of Census Block 484910203021003;

THENCE, northerly, along the western boundary to its northern boundary;

THENCE, easterly, along said boundary to County Road 270;

THENCE, northerly, along the center of County Road 270 to the southern boundary of Census Block 484910203021019;

THENCE, westerly, along said boundary to its western boundary;

THENCE, northerly, along said boundary to the center of Private Road 918;

THENCE, easterly, along the center of Private Road 918 to its intersection with the center of County Road 270;

THENCE, northerly, along the center of County Road 270 to the southern boundary of Census Block 484910203021021;

THENCE, westerly, along said boundary to its western boundary;

THENCE, northerly, along said boundary to the western boundary of Census Block 484910203021009;

THENCE, northerly, along said boundary to the center of South Fork San Gabriel River;

THENCE, westerly, along the center of South Fork San Gabriel River to the western boundary of City of Leander;

THENCE, southerly, along the western boundary to its intersection with Metrorail Track;

THENCE, westerly, along Metrorail Track to the western boundary of City of Leander;

THENCE, southerly, along said boundary to Heritage Grove Road;

THENCE, westerly, along the center of Heritage Grove Road to its intersection with the center of Oak Grove Road;

THENCE, northerly, along the center of Oak Grove Road to the southern boundary of Census Block 484910203142026;

THENCE, westerly, along said boundary to the western boundary of Census Block 484910203142026;

THENCE, northerly, along said boundary to the western boundary of Census Block 484910203142022;

THENCE, northerly, along said boundary to the northern boundary of Census Block 484910203142022;

THENCE, westerly, along said boundary to the western boundary of Census Block 484910203013091;

THENCE, northerly, along said boundary to northern boundary of Census Block 484910203013090;

THENCE, easterly, along said boundary to the Metrorail Track;

THENCE, northerly, along the center of the Metrorail Track to its intersection with the center of County Road 263;

THENCE, easterly, along the center of County Road 263 to its intersection with the center of Northbound US Highway 183;

THENCE, northerly, along the center of Northbound US Highway 183 to its intersection with North Fork San Gabriel River and the place of the BEGINNING.

Commissioners Court - Regular Session **42.**

Meeting Date: 04/25/2017

Creating election precinct 263 from precincts 259 and 253and adjust precinct 264

Submitted For: Chris Davis **Submitted By:** Julie Seippel, Elections

Department: Elections

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on changing election precinct boundary lines for precincts 259, 253, and 264 to create election precinct 263.

Background

Precinct 253 has more than 5300 voters, Precinct 259 has more than 5,600 active registered voters, both of which exceed the 5,000 maximum registered voters allowed by the Texas Election Code. The boundary changes are necessary to reduce the number of registered voters in Pcts. 253, 264, and 259 to bring them into compliance with the Texas Election Code.

Fiscal Impact

From/To	Acct No.	Description	Amount

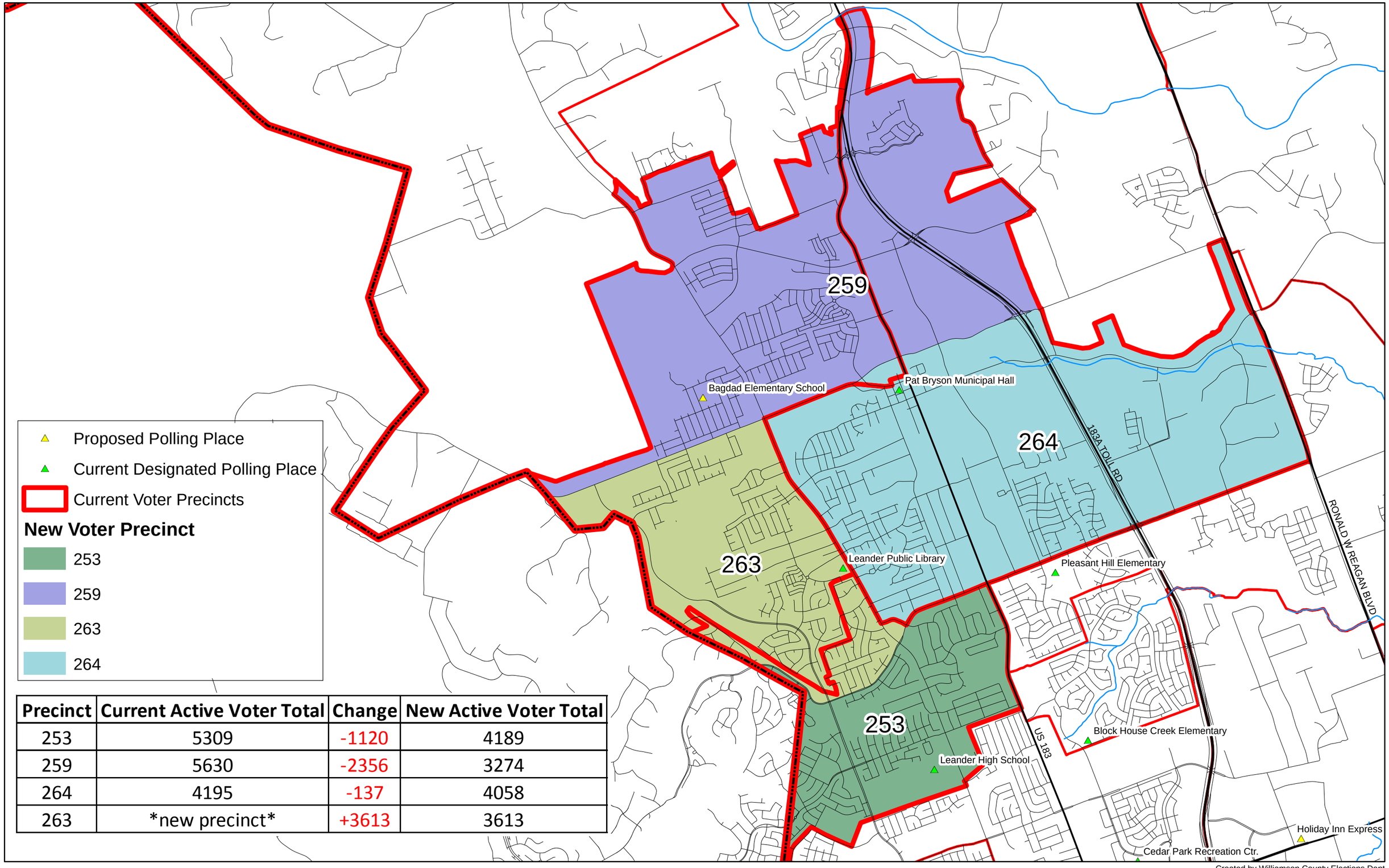
Attachments

Precinct 253, 259, 264, 263 Map (Exh A)

Order Creating 263

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	04/20/2017 11:50 AM
Form Started By: Julie Seippel		Started On: 04/19/2017 10:42 PM
Final Approval Date: 04/20/2017		



Precinct	Current Active Voter Total	Change	New Active Voter Total
253	5309	-1120	4189
259	5630	-2356	3274
264	4195	-137	4058
263	*new precinct*	+3613	3613

Exhibit A: Creation of new precinct 263. Adjust boundaries of 253, 259, 264.

Created by Williamson County Elections Dept
April 19th, 2017
301 SE Inner Loop, Ste 104, Georgetown, TX
512-943-1630

ORDER CREATING
WILLIAMSON COUNTY ELECTION PRECINCT 263

Precinct 253 has 5,309 active registered voters. Precinct 259 has 5,630 active registered voters. Precincts 253 and 259 violate section 42.006 of the Texas Election Code because it they contain more than 5,000 registered voters. Section 42.031(b)(2) of the Texas Election Code grants Commissioners Court the authority to make necessary changes in the precinct boundary.

Recommendation is made to split Precincts 259 and 253 to create Precinct 263 as graphically shown in the map described as Exhibit "A," attached hereto and incorporated herein. The creation will result in the following active registered voter counts:

Precinct 253	4,189
Precinct 259	3,274
Precinct 264	4,058
Precinct 263	3,613

NOW, THEREFORE, BE IT ORDERED that, effective January 1, 2018:

Precinct 263 shall be created from the northwest portion of current Precinct 253, north of Crystal Falls Parkway. The precinct will also gain the southern portion of current Precinct 259, south of Old 2243 West. The designated polling place for Precinct 263 shall be Leander Public Library, 1011 South Bagdad Road, Leander.

Precinct 259 will gain the northern portion of Precinct 264, north of Old 2243 West. The designated polling place for Precinct 259 shall remain Pat Bryson Municipal Hall, 201 North Brushy Street, Leander. The designated polling place for Precinct 259 shall be Bagdad Elementary School, 800 Deercreek Lane, Leander.

Precinct 264 will gain a portion of Precinct 259, south of Old 2243 West. The designated polling place for Precinct 264 shall remain Pat Bryson Municipal Hall, 201 North Brushy Street, Leander.

Exhibit "B" contains a written description of Precinct 253. Exhibit "C" contains a written description of Precinct 259. Exhibit "D" contains a written description of Precinct 264. Exhibit "E" contains a written description of Precinct 263.

Adopted on this _____ day of April, 2017.

_____
Dan A. Gattis, County Judge

_____
Terry Cook, Commissioner, Precinct 1

_____
Cynthia Long, Commissioner, Precinct 2

_____
Valerie Covey, Commissioner, Precinct 3

_____
Larry Madsen, Commissioner, Precinct 4

ATTEST:

_____
Williamson County Clerk

EXHIBIT B

Election Precinct No. 253
Williamson County, Texas

BEGINNING at the intersection of Crystal Falls Parkway and the common line between Williamson and Travis Counties;

THENCE, easterly, along the center of Crystal Falls Parkway to its intersection with South US Highway 183;

THENCE, southerly, along the center of US Highway 183 to the northern boundary of City of Cedar Park;

THENCE, westerly, along the northern boundary of City of Cedar Park to the eastern boundary of Census Block 484910203241025;

THENCE, southerly, along said boundary to the northern boundary of City of Cedar Park;

THENCE, westerly, along said boundary to the common line between Williamson and Travis Counties.

EXHIBIT C

Election Precinct No. 259
Williamson County, Texas

BEGINNING at the northern boundary of Census Block 484910203141032 and the common line between Williamson and Travis County;

THENCE, easterly, along said boundary to the western boundary of Census Block 484910203141008;

THENCE, northerly, along said boundary to the southern boundary of Census Block 484910203142015;

THENCE, westerly, along said boundary to the western boundary of Census Block 484910203142014;

THENCE, northerly, along said boundary to the western boundary of Census Block 484910203142022;

THENCE, northerly, along said boundary to Sage Ranch Drive;

THENCE, northerly, along said boundary to the eastern boundary of Census Block 484910203142014;

THENCE, southerly, along said boundary to the western boundary of Census Block 484910203142028;

THENCE, northerly, along said boundary to the western boundary of City of Leander;

THENCE, northerly, along said boundary to South Fork San Gabriel River;

THENCE, easterly, along the center of South Fork San Gabriel River to the eastern boundary of City of Leander;

THENCE, southerly, along said boundary to the northern boundary of Census Block 484910203021020;

THENCE, easterly, along said boundary to County Road 270;

THENCE, southerly, along the center of County Road 270 to its intersection with Private Road 918;

THENCE, easterly, along the center of Private Road 918 to the western boundary of Census Block 484910203021019;

THENCE, southerly, along said boundary to County Road 270;

THENCE, southerly, along the center of County Road 270 to the northern boundary of Census Block 484910203021003;

THENCE, westerly, along said boundary to the western boundary of Census Block 484910203021015;

THENCE, southerly, along said boundary to the center of Hero Way;

THENCE, westerly, along the center of Hero way to Old 2243 West;

THENCE, westerly, along the center of Old 2243 West to its intersection at the common line between common line between Williamson and Travis County.

EXHIBIT D

Election Precinct No. 264
Williamson County, Texas

BEGINNING at the intersection of Old 2243 West and South Bagdad Road;

THENCE, easterly, along the center of Old 2243 West to Hero Way;

THENCE, easterly, along the center of Hero Way to its intersection with County Road 269;

THENCE, southerly, along the center of County Road 269 to the northern boundary of Census Block 484910203021034;

THENCE, easterly, along said boundary to the northern boundary of Census Block 484910203021052;

THENCE, easterly, along said boundary to the southern boundary of Census Block 484910203021035;

THENCE, easterly, along said boundary to Hero Way;

THENCE, easterly, along the center of Hero Way to its intersection with southbound Ronald W Reagan Boulevard;

THENCE, southerly, along the center of southbound Ronald W Reagan Boulevard to its intersection with East Crystal Falls Parkway;

THENCE, westerly, along the center of East Crystal Falls Parkway to Crystal Falls Parkway;

THENCE, westerly, along the center of Crystal Falls Parkway to the common line between Williamson and Travis County.

EXHIBIT E

Election Precinct No. 263
Williamson County, Texas

BEGINNING at the intersection of the center of Old 2243 West and the common line between Williamson and Travis County;

THENCE, easterly, along the center of Old 2243 West to its intersection with the center of South Bagdad Road;

THENCE, southerly, along the center of South Bagdad Road to its intersection with the center of Old Bagdad Road;

THENCE, easterly, along the center of Old Bagdad Road to its intersection with westbound Crystal Falls Parkway;

THENCE, southerly, along the center of westbound Crystal Falls Parkway to the intersection at the common line between Williamson and Travis County.

Commissioners Court - Regular Session **43.**

Meeting Date: 04/25/2017

Adjusting boundaries of voting precincts 273 and 277 and 278

Submitted For: Chris Davis **Submitted By:** Julie Seippel, Elections

Department: Elections

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on precinct boundary changes affecting Precincts 273, 277, and 278.

Background

Precinct 278 has more than 5,000 active registered voters, which exceed the 5,000 maximum registered voters allowed by the Texas Election Code. Adjusting the boundary lines of Precinct 278 and Precincts 277 and 273 is necessary to reduce the number of registered voters in Precinct 278 to bring it into compliance with the Texas Election Code.

Fiscal Impact

From/To	Acct No.	Description	Amount

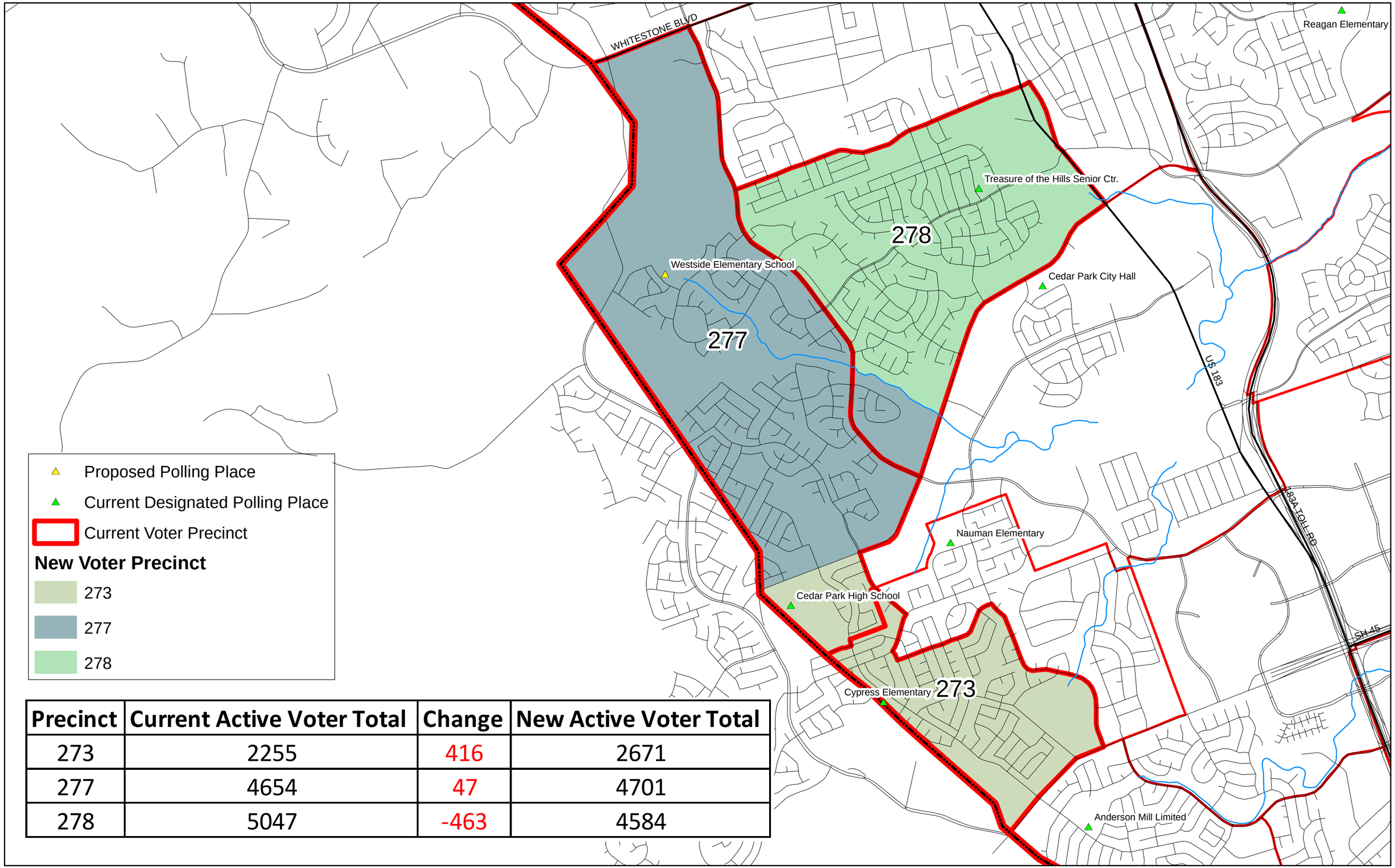
Attachments

Precinct 273, 277, 278 Map (Exh A)

Order Adjusting 273, 277, 278

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	04/20/2017 11:50 AM
Form Started By: Julie Seippel		Started On: 04/19/2017 10:52 PM
Final Approval Date: 04/20/2017		



Precinct	Current Active Voter Total	Change	New Active Voter Total
273	2255	416	2671
277	4654	47	4701
278	5047	-463	4584

Exhibit A: Adjust border of 277 between 273 and 278.

Created by Williamson County Elections Dept
April 19th, 2017
301 SE Inner Loop, Ste 104, Georgetown, TX
512-943-1630

ORDER ADJUSTING THE BOUNDARY BETWEEN
WILLIAMSON COUNTY ELECTION PRECINCTS 273, 277, AND 278

Precinct 278 has 5,047 active registered voters. Precinct 278 violates section 42.006 of the Texas Election Code because it contains more than 5,000 registered voters. Section 42.031(b)(2) of the Texas Election Code grants Commissioners Court the authority to make necessary changes in the precinct boundary.

The precincts affected by the boundary adjustments are 277, 278, and 273 and graphically shown in the map described as Exhibit "A," attached hereto and incorporated herein. The changes will result in the following active registered voter counts:

Precinct 273	2,671
Precinct 277	4,701
Precinct 278	4,584

NOW, THEREFORE, BE IT ORDERED that, effective January 1, 2018:

Precinct 273 will gain the southern portion of current Precinct 277, south of Cypress Creek Road. The designated polling place for Precinct 207 shall be Cedar Park High School, 2150 Cypress Creek Road, Cedar Park.

Precinct 277 will gain the southern portion of current Precinct 278, south of Buttercup Creek. The designated polling place for Precinct 277 shall be Westside Elementary School, 2150 Cypress Creek Road, 300 Ryan Jordan Lane, Cedar Park.

Exhibit "B" contains a written description of Precinct 273. Exhibit "C" contains a written description of Precinct 277. Exhibit "D" contains a written description of Precinct 278.

Adopted on this _____ day of April, 2017.

_____
Dan A. Gattis, County Judge

_____
Terry Cook, Commissioner, Precinct 1

_____
Cynthia Long, Commissioner, Precinct 2

_____
Valerie Covey, Commissioner, Precinct 3

_____
Larry Madsen, Commissioner, Precinct 4

ATTEST:

_____
Williamson County Clerk

EXHIBIT B

Election Precinct No. 273
Williamson County, Texas

BEGINNING at the intersection of Cypress Creek Road and the common line between Williamson and Travis County;

Thence, easterly, along the center of Cypress Creek Road to its intersection with Sun Chase Boulevard;

Thence, southerly, along the center of Sun Chase Boulevard to its intersection with Old Mill Road;

Thence, southerly, along the center of Old Mill Road to its intersection with Aster Pass;

Thence, southerly, along the center of Aster Pass to its intersection with Mesquite Road;

Thence, easterly, along the center of Mesquite Road to its intersection with Little Elm Trail;

Thence, southerly, along the center of Little Elm Trail to its intersection with North Farm-to-Market Road 620;

Thence, westerly, along the center of North Farm-to-Market Road 620 to its intersection with the common line between Williamson and Travis Counties.

EXHIBIT C

Election Precinct No. 277
Williamson County, Texas

BEGINNING at the intersection of West Whitestone Boulevard and the common line between Williamson and Travis County;

THENCE, easterly, along the center of West Whitestone Boulevard to its intersection with the center of North Lakeline Boulevard;

THENCE, southerly, along the center of North Lakeline Boulevard to South Lakeline Boulevard;

THENCE, southerly, along the center of South Lakeline Boulevard to its intersection with Buttercup Creek;

THENCE, southerly, along the center of Buttercup Creek to its intersection with the Cypress Creek Road;

THENCE, westerly, along the center of Cypress Creek Boulevard to its intersection with the common line between Williamson and Travis Counties.

EXHIBIT D

Election Precinct No. 278
Williamson County, Texas

BEGINNING at the intersection of Lakeline Boulevard and West Park Street;

THENCE, easterly, along the center of West Park Street to its intersection with Old US Highway 183;

THENCE, southerly, along the center of Old US Highway 183 to South Bell Boulevard;

THENCE, southerly, along the center of South Bell Boulevard to its intersection with Cypress Creek Road;

THENCE, westerly, along the center of Cypress Creek road to its intersection with Buttercup Creek;

THENCE, westerly, along the center of Buttercup Creek to its intersection with South Lakeline Boulevard;

THENCE, northerly, along the center of South Lakeline Boulevard to its intersection with West Park Street and the place of the BEGINNING.

Commissioners Court - Regular Session **44.**

Meeting Date: 04/25/2017

Creating election precinct 345 from precinct 343 and adjusting precinct boundary for precinct 342

Submitted For: Chris Davis **Submitted By:** Julie Seippel, Elections

Department: Elections

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on changing election precinct boundary lines for precinct 343 and 342 and to create election precinct 345.

Background

Precinct 343 has more than the maximum 5,000 active registered voters allowed by the Texas Election Code. The boundary changes are necessary to reduce the number of registered voters in Pct. 343 to bring it into compliance with the Texas Election Code. The boundary between 343 and 342 is being adjusted to conform to Georgetown Single-Member District lines.

Fiscal Impact

From/To	Acct No.	Description	Amount

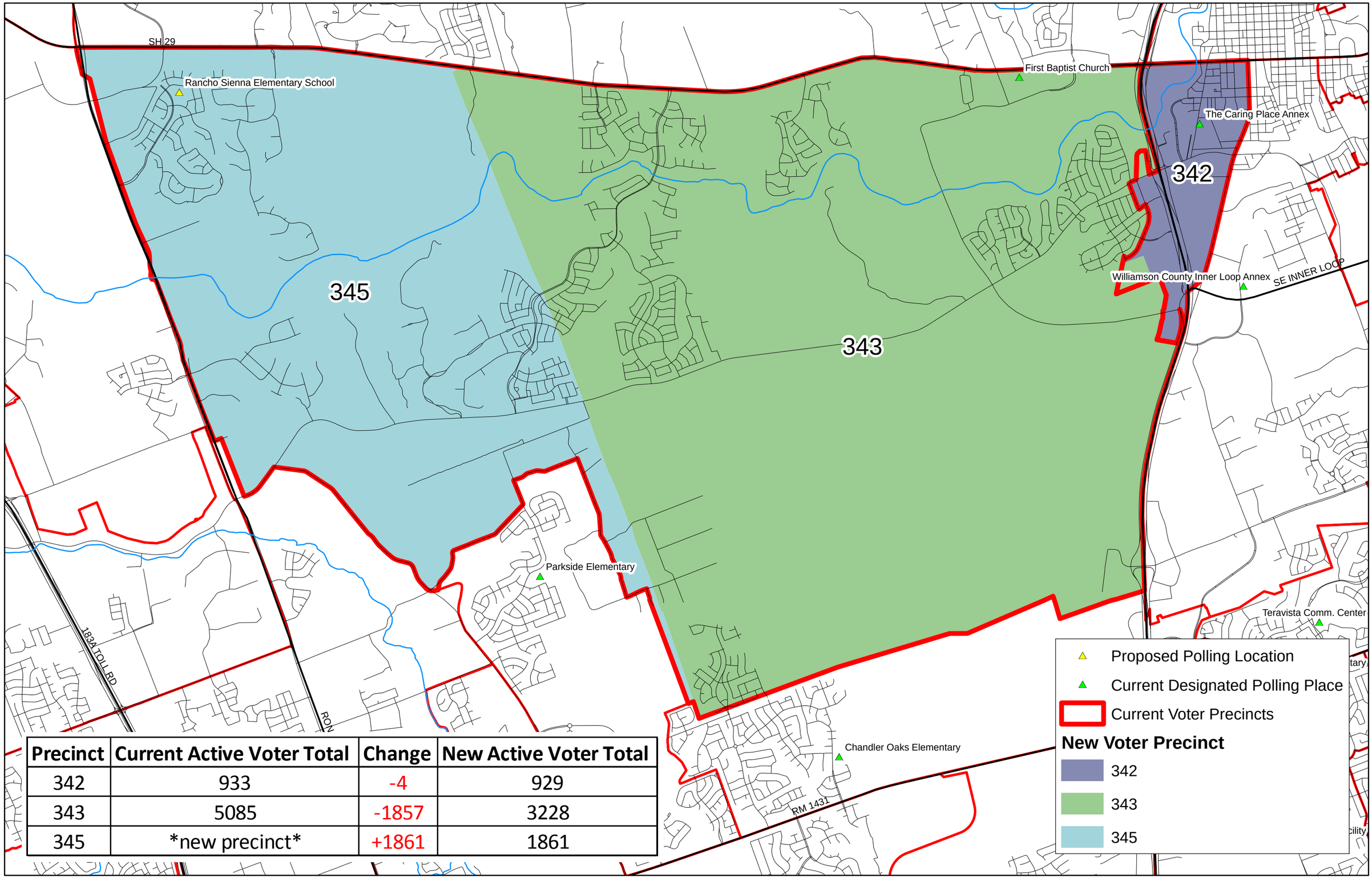
Attachments

Precinct 345 Map (Exhibit A)

Order Creating 345

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	04/20/2017 11:50 AM
Form Started By: Julie Seippel		Started On: 04/19/2017 11:16 PM
Final Approval Date: 04/20/2017		



Precinct	Current Active Voter Total	Change	New Active Voter Total
342	933	-4	929
343	5085	-1857	3228
345	*new precinct*	+1861	1861

Exhibit A:Creation of precinct 345 from precinct 343. Adjust precinct 342/343 to match Georgetown single-member district boundary.

Created by Williamson County Elections Dept
April 19th, 2017
301 SE Inner Loop, Suite 104, Georgetown, TX

ORDER CREATING
WILLIAMSON COUNTY ELECTION PRECINCT 345

Precinct 343 has 5,085 active registered voters. Precinct 343 violates section 42.006 of the Texas Election Code because it contains more than 5,000 registered voters. Section 42.031(b)(2) of the Texas Election Code grants Commissioners Court the authority to make necessary changes in the precinct boundary.

Recommendation is made to split Precinct 343 and create Precinct 345 as graphically shown in the map described as Exhibit "A," attached hereto and incorporated herein. The creation will result in the following active registered voter counts:

Precinct 343	3,228
Precinct 345	1,861
Precinct 342	929

NOW, THEREFORE, BE IT ORDERED that, effective January 1, 2018:

Precinct 345 shall be created from the western portion of current Precinct 343, following the current Georgetown ISD boundary from State Highway 29 to the boundary of State Representative District 20. The designated polling place for Precinct 345 shall be Rancho Sienna Elementary School, 751 Bonnet Boulevard, Georgetown. The designated polling place for Precinct 343 shall remain First Baptist Church, 1333 West University Boulevard, Georgetown.

Precinct 343 will gain the portions of current Precinct 342, not within current Georgetown Single-Member District 1 boundary. The designated polling place for Precinct 342 shall remain The Caring Place Annex, 2001 Railroad Avenue, Georgetown.

Exhibit "B" contains a written description of Precinct 343. Exhibit "C" contains a written description of Precinct 345. Exhibit "D" contains a written description of Precinct 342.

Adopted on this _____ day of April, 2017.

_____
Dan A. Gattis, County Judge

_____
Terry Cook, Commissioner, Precinct 1

_____
Cynthia Long, Commissioner, Precinct 2

_____
Valerie Covey, Commissioner, Precinct 3

_____
Larry Madsen, Commissioner, Precinct 4

ATTEST:

_____
Williamson County Clerk

EXHIBIT B

Election Precinct No. 343
Williamson County, Texas

BEGINNING at the intersection of State Highway 29 and southbound Interstate Highway 35;

THENCE, southerly, along the center of southbound Interstate Highway 35 to its intersection with Leander Road;

THENCE, westerly, along the center of Leander Road to its intersection with Woodmont Drive;

THENCE, southerly, along the center of Woodmont Drive to its intersection with Thousand Oaks Boulevard;

THENCE, easterly, along the center of Thousand Oaks Boulevard to its intersection with Luther Drive;

THENCE, southerly, along the center of Luther Drive to its intersection with Rockcrest Drive;

THENCE, southerly, along the center of Rockcrest Drive to the southern boundary of Georgetown Single-Member District 1;

THENCE, easterly, along the boundary to South Interstate Highway 35 Frontage Road;

THENCE, northerly, along South Interstate Highway 35 Frontage Road to South Interstate Highway 35 Entrance;

THENCE, southerly, along South Interstate Highway 35 Entrance to southbound South Interstate Highway 35;

THENCE, southerly, along the center of southbound South Interstate Highway 35 to the northern boundary of Round Rock Independent School District;

THENCE, westerly, along said boundary to the eastern boundary of Leander Independent School District;

THENCE, northerly, along said boundary to the eastern boundary of Liberty Hill Independent School District;

THENCE, northerly, along said boundary to the center of State Highway 29;

THENCE, easterly, along the center of State Highway 29 to the place of the BEGINNING.

EXHIBIT C

Election Precinct No. 345
Williamson County, Texas

BEGINNING at the intersection of West State Highway 29 and Ronald W Reagan Boulevard;

THENCE, southerly, along the center of Ronald W Reagan Boulevard to its intersection with Creekview Circle;

THENCE, easterly, along the center of Creekview Circle to the western boundary of Census Block 484910201102036;

THENCE, southerly, along said boundary to Ranch to Market Road 2243;

THENCE, easterly, along the center of Ranch to Market Road 2243 to its intersection with County Road 175;

THENCE, easterly, along the center of County Road 175 to the intersection of County Road 176;

THENCE, easterly, along the center of County Road 176 to its intersection with Deer Draw;

THENCE, easterly, along the center of Deer Draw to its intersection with Patricia Road;

THENCE, southerly, along the center of Patricia Road to its intersection with Faubion Drive;

THENCE, easterly, along the center of Faubion Drive to the western boundary of Census Block 484910206051003;

THENCE, southerly, along said boundary to the western boundary of Georgetown Independent School District;

THENCE, northerly, along said boundary to the center of West State Highway 29;

THENCE, westerly, along the center of West State Highway 29 to the place of the BEGINNING.

EXHIBIT D

Election Precinct No. 342
Williamson County, Texas

BEGINNING at the intersection of West University Avenue and South Interstate Highway 35;

Thence, easterly, along the center of West University Avenue to its intersection with South Austin Avenue;

Thence, southerly, along the center of South Austin Avenue to its intersection with southbound South Interstate Highway 35;

Thence, southerly, along the center of southbound South Interstate Highway 35 to southbound Interstate Highway 35 entrance;

Thence, northerly, along the center of southbound Interstate Highway 35 entrance to southbound Interstate Highway 35 Frontage Road;

Thence, southerly, along southbound Interstate Highway 35 entrance Frontage Road to the southern boundary of City of Georgetown Single-Member District 1;

Thence, westerly, along said boundary to Rockcrest Drive;

Thence, northerly, along the center of Rockcrest Drive to its intersection with Luther Drive;

Thence, northerly, along the center of Luther Drive to its intersection with Thousand Oaks Boulevard;

Thence, westerly, along the center of along Thousand Oaks Boulevard to its intersection with Woodmont Drive;

Thence, northerly, along the center of Woodmont Drive to its intersection with Leander Road;

Thence, easterly, along the center of Leander Road to its intersection with South Interstate Highway 35;

Thence, northerly, along the center of South Interstate Highway 35 to its intersection with West University Avenue and the place of the BEGINNING.

Commissioners Court - Regular Session **45.**

Meeting Date: 04/25/2017

Creating election precinct 393 from precinct 394 and adjust precincts 381 and 396

Submitted For: Chris Davis **Submitted By:** Julie Seippel, Elections

Department: Elections

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on changing election precinct boundary lines for precincts 396, 381, and 394 to create election precinct 393.

Background

Precinct 394 has more than 5,800 active registered voters which exceeds the maximum 5,000 active registered voters allowed by the Texas Election Code. The boundary changes are necessary to reduce the number of registered voters in Pct. 394 to bring it into compliance with the Texas Election Code. Precincts 381 and 396 are being adjusted to match current City of Georgetown as well as the boundary between Georgetown and Jarrell ISDs.

Fiscal Impact

From/To	Acct No.	Description	Amount

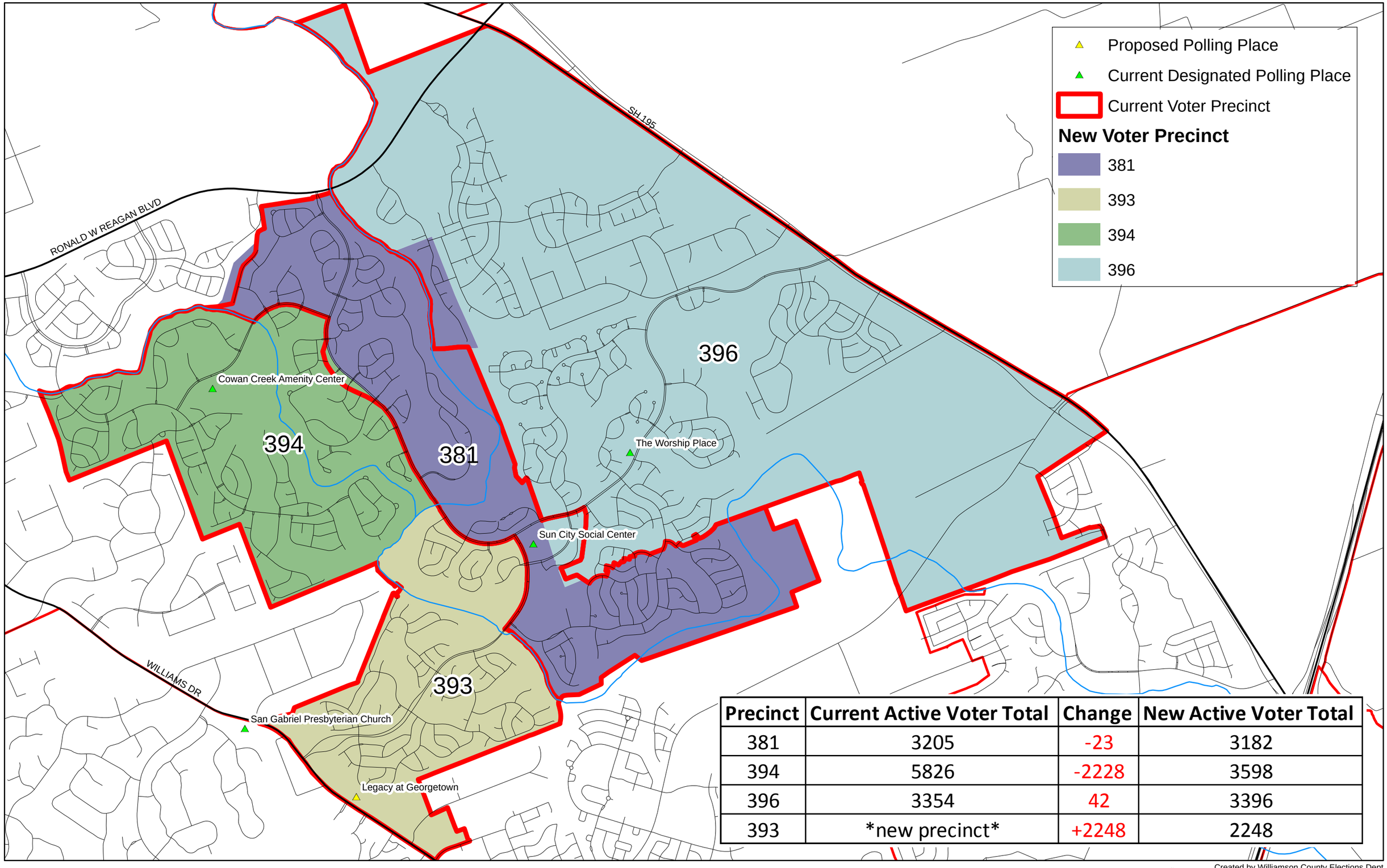
Attachments

Precinct 393 Map (Exhibit A)

Order Creating 393

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	04/20/2017 11:50 AM
Form Started By: Julie Seippel		Started On: 04/19/2017 11:36 PM
Final Approval Date: 04/20/2017		



Precinct	Current Active Voter Total	Change	New Active Voter Total
381	3205	-23	3182
394	5826	-2228	3598
396	3354	42	3396
393	*new precinct*	+2248	2248

Creation of precinct 393 from precinct 394. Adjust precinct 381 to city and school boundaries.

Created by Williamson County Elections Dept
April 19th, 2017
301 SE Inner Loop, Ste 104, Georgetown, TX
512-943-1630

ORDER CREATING
WILLIAMSON COUNTY ELECTION PRECINCT 393

Precinct 394 has 5,826 active registered voters. Precinct 394 violates section 42.006 of the Texas Election Code because it contains more than 5,000 registered voters. Section 42.031(b)(2) of the Texas Election Code grants Commissioners Court the authority to make necessary changes in the precinct boundary.

Recommendation is made to split Precinct 394 and create Precinct 393 as graphically shown in the map described as Exhibit "A," attached hereto and incorporated herein. The creation will result in the following active registered voter counts:

Precinct 381	3,182
Precinct 393	2,248
Precinct 394	3,598
Precinct 396	3,396

NOW, THEREFORE, BE IT ORDERED that, effective January 1, 2018:

Precinct 393 shall be created from the southwest portion of current Precinct 394 southeast of Berry Creek. The designated polling place for Precinct 393 shall be Legacy at Georgetown, 4907 Williams Drive, Georgetown.

Precinct 381 will gain the portion of current Precinct 396 not within the boundary of Jarrell Independent School District. The designated polling place for Precinct 381 shall remain Sun City Social Center, 2 Texas Drive, Georgetown.

Precinct 396 will gain the portion of current Precinct 381 not within the boundary of Georgetown Independent School District. The designated polling place for Precinct 396 shall remain The Worship Place, 811 Sun City Boulevard, Georgetown.

Exhibit "B" contains a written description of Precinct 381. Exhibit "C" contains a written description of Precinct 393. Exhibit "D" contains a written description of Precinct 394. Exhibit "E" contains a written description of Precinct 396.

Adopted on this _____ day of April, 2017.

_____
Dan A. Gattis, County Judge

_____
Terry Cook, Commissioner, Precinct 1

_____
Cynthia Long, Commissioner, Precinct 2

_____
Valerie Covey, Commissioner, Precinct 3

_____
Larry Madsen, Commissioner, Precinct 4

ATTEST:

_____
Williamson County Clerk

EXHIBIT B

Election Precinct No. 381
Williamson County, Texas

BEGINNING at the intersection of Cool Spring Way and Sun City Boulevard;

THENCE, southerly, along the center of Sun City Boulevard to its intersection with the center of Dell Webb Boulevard;

THENCE, southerly, along the center of Del Webb Boulevard to its intersection with the center of Berry Creek;

THENCE, southeasterly, along the center of Berry Creek to the south boundary of City of Georgetown, Single-Member District 4;

THENCE, easterly, along the south boundary of City of Georgetown, Single-Member District 4 to the west boundary of property described as City of Georgetown, R324643;

THENCE, northerly, along the west property boundary to the south boundary of Jarrell Independent School District;

THENCE, westerly, along the said boundary to the center of Berry Creek;

THENCE, northerly, along the center of Berry Creek to north boundary of City of Georgetown, Single-Member District 4;

THENCE, westerly, along said boundary to the center of Cowan Creek;

THENCE, easterly, along the center of Cowan Creek to its intersection with Cool Spring Way;

THENCE, northerly, along the center of Cool Spring Way to the place of the BEGINNING.

EXHIBIT C

Election Precinct No. 393
Williamson County, Texas

BEGINNING at the intersection of Sun City Boulevard and Del Webb Boulevard;

THENCE, southerly, along the center of Del Webb Boulevard to its intersection with Berry Creek;

THENCE, southeasterly, along Berry Creek to the eastern boundary City of Georgetown, Single-Member District 3;

THENCE, southerly, along said boundary to the center of Penny Lane;

THENCE, westerly, along the center of Penny Lane to its intersection with Williams Drive;

THENCE, northwesterly, along the center of Williams Drive to the western boundary of City of Georgetown, Single-Member District 3;

THENCE, easterly, along said boundary of the City of Georgetown to Berry Creek;

THENCE, northerly, along Berry Creek to its intersection with Sun City Boulevard;

THENCE, southerly, along Sun City Boulevard to Dell Webb Boulevard and the place of the BEGINNING.

EXHIBIT D

Election Precinct No. 394
Williamson County, Texas

BEGINNING at the intersection of Cool Spring Way and Sun City Boulevard;

THENCE, southerly, along the center of Sun City Boulevard to its intersection with Berry Creek;

THENCE, westerly, along the center of Berry Creek to the boundary of City of Georgetown;

THENCE, westerly, along said boundary to the center of Cowan Creek;

THENCE, easterly, along Cowan Creek to its intersection with Cool Spring Way;

THENCE, easterly, along Cool Spring Way to Sun City Boulevard and the place of the BEGINNING.

EXHIBIT E

Election Precinct No. 396
Williamson County, Texas

BEGINNING at the intersection of Ronald W Reagan Boulevard and Rattlesnake Road;

THENCE, easterly, along the center of Rattlesnake Road to southbound State Highway 195;

THENCE, easterly, along the center of southbound State Highway 195 to the northern boundary of Census Block 484910201062003;

THENCE, southerly, along said boundary to the southern boundary of Jarrell Independent School District;

THENCE, westerly, along said boundary to Berry Creek;

THENCE, northerly, along the center of Berry Creek to the northern boundary of Jarrell Independent School District;

THENCE, easterly, along said boundary to the place of the BEGINNING.

Commissioners Court - Regular Session **46.**

Meeting Date: 04/25/2017

Creating election precincts 489 and 490 from precincts 402 424 and 488

Submitted For: Chris Davis **Submitted By:** Julie Seippel, Elections

Department: Elections

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on changing election precinct boundary lines for precincts 488, 424, and 402 to create election precincts 489 and 490.

Background

Precinct 424 has more than the maximum 6,800 active registered voters and Precinct 488 has more than 5,100. This is more than the 5,000 allowed by the Texas Election Code. The boundary changes are necessary to reduce the number of registered voters in Pcts 424 and 488 to bring them into compliance with the Texas Election Code.Pur

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Precinct 489, 490 Map (Exh A)

Order Creating 489 and 490

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	04/20/2017 11:50 AM
Form Started By: Julie Seippel		Started On: 04/20/2017
Final Approval Date: 04/20/2017		

Precinct	Current Active Voter Total	Change	New Active Voter Total
402	4728	-230	4498
424	6288	-2742	3546
488	5138	-2841	2297
489	*new precinct*	+4268	4268
490	*new precinct*	+1545	1545

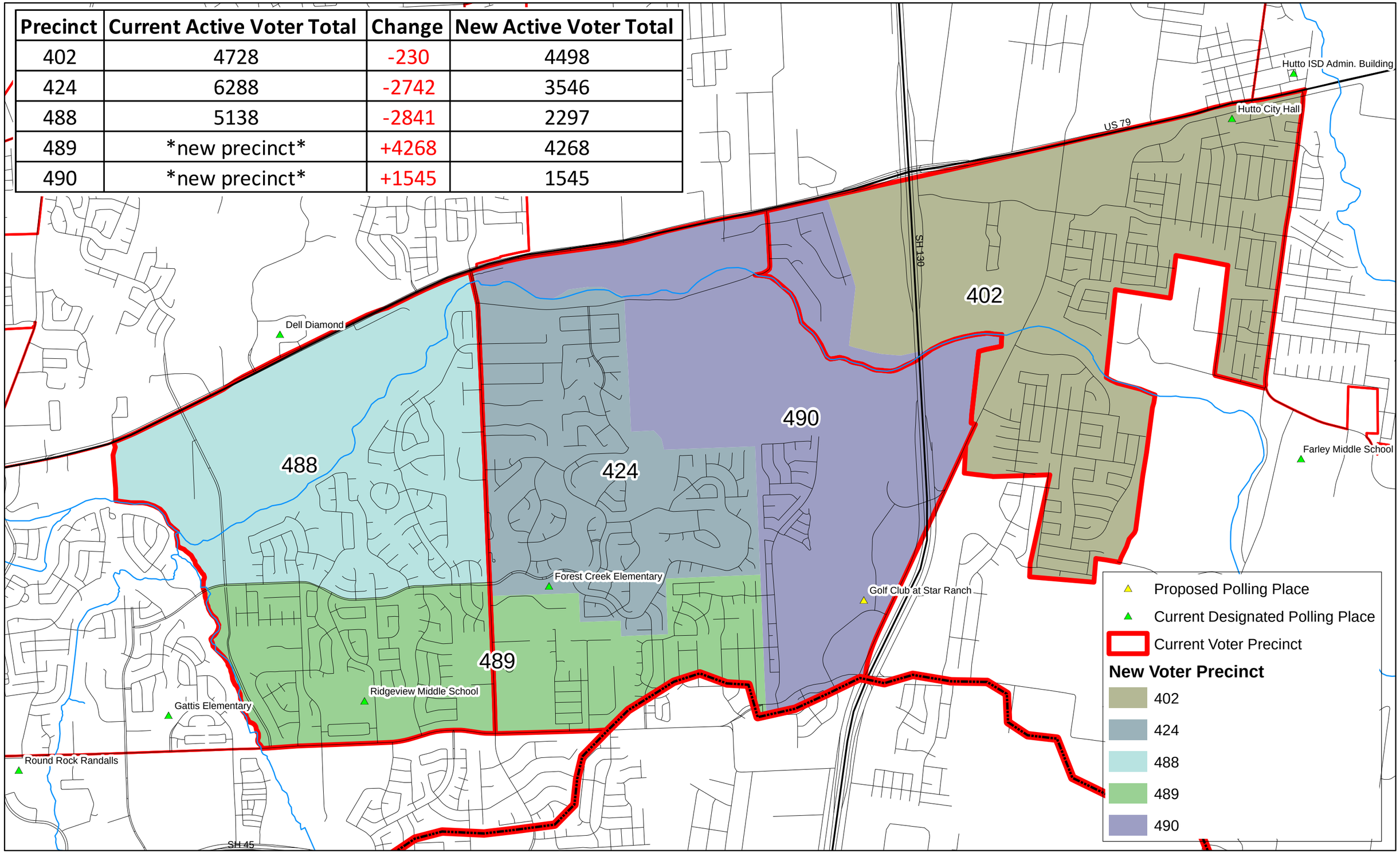


Exhibit A

Creation of precinct 489 from 488 and 424.
Creation of precinct 490 from 424 and 402

Created by Williamson County Elections Dept
April 19th, 2017
301 SE Inner Loop, Ste 104, Georgetown, TX
512-943-1630

ORDER CREATING
WILLIAMSON COUNTY ELECTION PRECINCTS 489 AND 490

Precinct 424 has 6,288 active registered voters. Precinct 488 has 5,138 active registered voters. These precincts violate section 42.006 of the Texas Election Code because they contain more than 5,000 registered voters. Section 42.031(b)(2) of the Texas Election Code grants Commissioners Court the authority to make necessary changes in the precinct boundary.

Recommendation is made to split Precincts 488, 424, and 402 to create Precincts 489 and 490 as graphically shown in the map described as Exhibit "A," attached hereto and incorporated herein. The creation will result in the following active registered voter counts:

Precinct 402	4,498
Precinct 424	3,546
Precinct 488	2,297
Precinct 489	4,268
Precinct 490	1,545

NOW, THEREFORE, BE IT ORDERED that, effective January 1, 2018:

Precinct 489 shall be created from the southern portion of current Precinct 488 south of Forest Creek Drive. The precinct will also gain the southwest portion of current Precinct 424 following the current Round Rock Independent School District boundary and the current City of Round Rock Boundary. The designated polling place for Precincts 489 and 488 combined shall be Ridgeview Middle School, 2000 Via Sonoma Trail, Round Rock.

Precinct 490 shall be created from the northwest central portion of current Precinct 424 not within Round Rock Independent School District. The precinct will also gain the western portion of current Precinct 402 not within the current boundary of City of Hutto. The designated polling place for Precinct 490 shall be Golf Club at Star Ranch, 2500 FM 685, Hutto. The designated polling place for Precinct 424 shall remain Forest Creek Elementary School, 3505 Forest Creek Drive, Round Rock. The designated polling place for Precinct 402 shall remain Hutto City Hall, 401 West Front Street, Hutto.

Exhibit "B" contains a written description of Precinct 402. Exhibit "C" contains a written description of Precinct 424. Exhibit "D" contains a written description of Precinct 488. Exhibit "E" contains a written description of Precinct 489. Exhibit "F" contains a written description of Precinct 490.

Adopted on this _____ day of April, 2017.

_____
Dan A. Gattis, County Judge

_____
Terry Cook, Commissioner, Precinct 1

_____
Cynthia Long, Commissioner, Precinct 2

_____
Valerie Covey, Commissioner, Precinct 3

_____
Larry Madsen, Commissioner, Precinct 4

ATTEST:

_____
Williamson County Clerk

EXHIBIT B

Election Precinct No. 402
Williamson County, Texas

BEGINNING at the intersection of US Highway 79 and South Farm to Market Road 1660;

THENCE, southerly, along the center of South Farm to Market Road 1660 to its intersection with Old County Road 137;

THENCE, southerly, along the center of Old County Road 137 to its intersection with County Road 135;

THENCE, westerly, along the center of County Road 135 to its intersection with Coyote Trail;

THENCE, northerly, along the center of Coyote Trail to the southern boundary of City of Hutto;

THENCE, westerly, along said boundary to Comal Run;

THENCE, northerly, along the center of Comal Run to the southern boundary of Census Block 48491020874013;

THENCE, westerly, along said boundary to the southern boundary of Census Block 484910208074014;

THENCE, westerly, along said boundary to the southern boundary of Census Block 484910208071002;

THENCE, westerly, along said boundary to Chris Kelly Boulevard;

THENCE, northerly, along the center of Chris Kelly Boulevard to the western boundary of the City of Hutto;

THENCE, northerly, along said boundary to its intersection with US Highway 79;

THENCE, easterly, along the center of US Highway 79 to the place of the BEGINNING.

EXHIBIT C

Election Precinct No. 424
Williamson County, Texas

BEGINNING at the intersection of Red Bud Lane and Brushy Creek;

THENCE, easterly, along Brushy Creek to the eastern boundary of Round Rock Independent School District;

THENCE, southerly, along said boundary to the northern boundary of City of Round Rock;

THENCE, easterly, along said boundary to the northern boundary of Round Rock Independent School District;

THENCE, easterly, along said boundary to the eastern boundary of Round Rock Independent School District;

THENCE, southerly, along said boundary to the southern boundary of City of Round Rock;

THENCE, westerly along said boundary to the center of Red Bud Lane;

THENCE, northerly, along Red Bud Lane to the place of the BEGINNING.

EXHIBIT D

Election Precinct No. 488
Williamson County, Texas

BEGINNING at the intersection of East Palm Valley Boulevard and Red Bud Lane;

THENCE, southerly, along the center of Red Bud Lane to its intersection with Forest Creek Drive;

THENCE, westerly, along the center of Forest Creek Drive to its intersection with Dry Branch;

THENCE, northerly, along the center of Dry Branch to Brushy Creek;

THENCE, northerly, along the center of Brushy Creek to the western boundary of Census Block 484910215083037;

THENCE, northerly, along said boundary to the western boundary of Census Block 484910215083038;

THENCE, northerly, along said boundary to the center of East Palm Valley Boulevard;

THENCE, easterly, along the center of East Palm Valley Boulevard to the place of the BEGINNING.

EXHIBIT E

Election Precinct No. 489
Williamson County, Texas

BEGINNING at the intersection of Gattis School Road and the common line between Williamson and Travis County;

THENCE, easterly, along the center of Gattis School Road to its intersection with Dyer Branch;

THENCE, northerly, along the center of Dyer Branch to its intersection with Forest Creek Drive;

THENCE, easterly, along the center of Forest Creek Drive to its intersection with Red Bud Lane;

THENCE, southerly, along the center of Red Bud Lane to the southern boundary of City of Round Rock;

THENCE, easterly, along said boundary to the eastern boundary of Round Rock Independent School District;

THENCE, southerly, along said boundary to the common line between Williamson and Travis County.

EXHIBIT F

Election Precinct No. 490
Williamson County, Texas

BEGINNING at the intersection of the western boundary of Hutto Independent School District and the common line between Williamson and Travis County;

THENCE, northerly, along the western boundary of Hutto Independent School District to its intersection with East Palm Valley Boulevard;

THENCE, easterly, along the center of East Palm Valley boulevard to the western boundary of City of Hutto;

THENCE, southerly, along said boundary to its intersection with Chris Kelley Boulevard;

THENCE, southerly, along the center of Chris Kelley Boulevard to the Farm to Market 685;

THENCE, southerly, along the center of Farm to Market 685 to the common line between Williamson and Travis County.

Commissioners Court - Regular Session **47.**

Meeting Date: 04/25/2017

Advertisement Approval RFP 1704-158 Courthouse Paver Project

Submitted For: Randy Barker **Submitted By:** Thomas Skiles, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing Purchasing Agent to advertise and receive sealed proposals for Historic Courthouse Sidewalk Paver Project under RFP # 1704-158.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

RFP Package

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	04/19/2017 11:53 AM
Form Started By: Thomas Skiles		Started On: 04/19/2017 10:57 AM
Final Approval Date: 04/19/2017		

Solicitation 1704-158

Historic Courthouse Sidewalk Paver Project

Bid Designation: Public

Williamson County, Texas

Bid 1704-158
Historic Courthouse Sidewalk Paver Project

Bid Number	1704-158
Bid Title	Historic Courthouse Sidewalk Paver Project
Expected Expenditure	**$60,000.00** (This price is expected - not guaranteed)
Bid Start Date	In Held
Bid End Date	May 18, 2017 3:00:00 PM CDT
Question & Answer End Date	May 12, 2017 5:00:00 PM CDT
Bid Contact	Blake Skiles Purchasing Specialist III 512-**943**-1478 blake.skiles@wilco.org
Contract Duration	**75 days**
Contract Renewal	Not Applicable
Prices Good for	**365 days**
Pre-Bid Conference	**May 4, 2017 10:00:00 AM CDT** **Attendance is optional** **Location: 901 S. Austin Ave.** **Georgetown, TX 78626**
Bid Comments	**Williamson County seeks proposals from qualified contractors to install brick pavers between the existing sidewalks and street curbing surrounding the Williamson County Historic Courthouse. This project also includes some existing sidewalk replacement, pavers installed at the Sheriff Statue on the Eat side of the Courthouse and installation of concrete light pole bases. If the project budget allows, the County also desires to demo the existing loop sidewalk and install brick pavers in place of the existing sidewalk. The project will also include concrete demolition, concrete placement, subgrade preparation, concrete forming and the purchase, delivery and installation of the brick pavers. Detailed specifications are attached, and must be adhered to.**

Item Response Form

Item	**1704-158--01-01 -** Please Attach All Documents To This Line
Quantity	**1 each**

Prices are not requested for this item.

Delivery Location **Williamson County, Texas**

No Location Specified

Qty 1

Description
Please Attach All Documents To This Line

PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION

WILLIAMSON COUNTY PURCHASING DEPARTMENT
SOLICIATION 1704-158
Historic Courthouse Sidewalk Paver Project

PROPOSALS MUST BE RECEIVED ON OR BEFORE:
May 18, 2017 3:00:00 PM CDT

PROPOSAL WILL BE PUBLICLY OPENED:
May 18, 2017 3:00:00 PM CDT

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 its representations in the Transmittal Letter and the Proposal. In the case of a joint Proposal, each party must sign the Transmittal Letter.

2.4 EXECUTIVE SUMMARY

The Respondent should provide an Executive Summary of its Proposal that asserts that the Respondent is providing in its response all of the requirements of this RFP. The Executive Summary should not include any information concerning the cost of the Proposal, but instead must represent a full and concise summary of the contents of the Proposal. It is recommended the Executive Summary include the following information:

A. Identify any goods and/or services that are provided beyond those specifically requested. If the Respondent is providing services and/or goods that do not meet the specific requirements of this RFP, but in the opinion of the Respondent are equivalent or superior to those specifically requested, any such differences should be noted in the Executive Summary. However, the Respondent must realize that failure to provide the goods and/or services specifically required, at the County's sole discretion, may result in disqualification of the Proposal.

B. Indicate why the Respondent believes that it is the most qualified Respondent to provide the services described in this RFP. The Successful Respondent must demonstrate extensive experience and understanding of the intent of this project. The Respondent should describe in detail the current and historical experience the Respondent and its subcontractors have that would be relevant to completing the project. References must contain the name of key personnel and telephone numbers for each contact, as described in Section 3.14, References.

C. Briefly state why the Respondent believes its proposed goods and/or services best meet the County's needs and RFP requirements, and the Respondent also should concisely describe any additional features, aspects, or advantages of its goods and/or services in any relevant area not covered elsewhere in its Proposal.

2.5 CONFLICT OF INTEREST

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

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

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

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

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

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

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

2.6 CERTIFICATE OF INTERESTED PARTIES – FORM 1295

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

A. Requires an action or vote by the Commissioners Court before the contract may be signed (all contracts that fall under the jurisdiction of the Commissioners Court approval, such as contracts resulting from an Initiation for Bid (IFB), RFP, Request for Qualifications (RFQ), etc., excluding,

but not limited to, certain Juvenile Service contracts, contracts funded with Sheriff's seized fun monies, etc.); or

B. Has a value of at least $1,000,000.

By January 1, 2016, the Texas Ethics Commission will make available on its website, a new filing application that must be used to file Form 1295. Information regarding how to use the filing application is available on the Texas Ethics Commission website at the following link:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

A Respondent must:

A. Use the online application to process the required information on Form 1295.

B. Print a copy of the form which will contain a unique certification number.

C. An authorized agent of the Respondent must sign the printed copy of the form.

D. Have the form notarized.

E. File the completed Form 1295 and certification of filing (scanning and emailing form is sufficient) with Williamson County Purchasing Agent at the time the signed Contract is submitted for approval.

After the Commissioners Court award of the contract, the County shall notify the Texas Ethics Commission, using the Texas Ethics Commission's filing application, of the receipt of the filed Form 1295 and certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The Texas Ethics Commission will post the completed Form 1295 to its website within seven business days after receiving notice from the County.

2.7 PROPOSAL SUBMITTAL DEADLINE

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

2.8 ETHICS

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

2.9 DELIVERY OF PROPOSALS

The County uses BidSync to distribute and receive bids and Proposals. It is preferred that Proposals be submitted electronically through BidSync; however, Respondents can submit a hard copy.

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

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

Williamson County Purchasing Department

Attn: **Proposal Name and Number**
901 South Austin Avenue
Georgetown, Texas 78626

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

Proposals will be opened publicly; however, in a manner to avoid public disclosure of contents, only names of Respondents will be read aloud: no pricing will be announced at the opening.

SECTION 3 - INSTRUCTIONS AND GENERAL REQUIREMENTS

3.1 INSTRUCTIONS

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

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

3.2 AMBIGUITY, CONFLICT, OR OTHER ERRORS IN THIS RFP

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

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

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

3.3 NOTIFICATION OF MOST CURRENT ADDRESS

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

3.4 SIGNATURE OF RESPONDENT

A Transmittal Letter, which shall be considered an integral part of the Proposal as stated in Section 2.3, Transmittal Letter, shall be signed by an individual who is authorized to bind the Respondent contractually.

A. If the Respondent is a Corporation or Limited Liability Company, the legal name of the Corporation or Limited Liability Company shall be provided together with the signature of the officer or officers authorized to sign on behalf of such entity.

B. If the Respondent is a General Partnership, the true name of the firm shall be provided with the signature of each partner authorized to sign.

C. If the Respondent is a Limited Partnership, the name of the Limited Partner's General Partner shall be provided with the signature of the officer authorized to sign on behalf of the General Partner.

D. If the Respondent is a Sole Proprietor(s) (individual), each Sole Proprietor(s) shall sign.

E. If signature is by an agent, other than the Sole Proprietor(s) or an officer of a Corporation, Limited

Liability Company, General Partner or a member of a General Partnership, a power of attorney equivalent document must be submitted to the Williamson County Purchasing Department.

3.5 ASSUMED BUSINESS NAME

If the Respondent operates business under an Assumed Business Name, the Respondent must have file with the Williamson County Clerk a current Assumed Name Certificate and provide a file marked copy of same prior to contract award.

3.6 ECONOMY OF PRESENTATION

Proposals should not contain promotional or display materials, except as they may directly answer in whole or in part questions contained in the RFP. Such exhibits shall be clearly marked with the applicable reference number of the question in the RFP. Proposals must address the technical requirements as specified in the RFP. All questions posed by the RFP must be answered concisely and clearly. Proposals that do not address each criterion may be, at the sole discretion of the County, rejected and not considered.

3.7 PROPOSAL OBLIGATION

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

3.8 COMPLIANCE WITH RFP SPECIFICATIONS

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

3.9 EVALUATION

The County reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFP process) that might affect the County's judgment as to the appropriateness of award to the best evaluated Respondent. This information may be appended to the Proposal evaluation process results. Information on a Respondent from reliable sources, and not within the Respondent Proposal, may also be noted and made part of the evaluation file. The County shall have sole discretion for determining the reliability of the source. The County reserves the right to conduct written and/or oral discussions/interviews after the Proposal opening. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award that is in the best interest of the County.

3.10 WITHDRAWAL OF PROPOSAL

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

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

3.11 RESPONSIBILITY

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

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

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

3.12 PURCHASE ORDERS

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

3.13 SILENCE OF SPECIFICATIONS

The apparent silence of any RFP specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

3.14 REFERENCES

Respondents shall furnish a list of contracts where similar responsibilities and goods and/or services have been required and/or performed for the past five (5) years, to include names, titles, phone numbers and email addresses of reference contacts, contract numbers and dates of performance.

Also, Respondents shall include a list of any contracts that have been cancelled or terminated within the last five (5) years, along with an explanation of the cancellation and the names, email address and phone number of a reference person with that institution.

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

References should be provided in accordance with this RFP. Proposal may not be deemed complete without the inclusion of requested references.

SECTION 4 - TERMS AND CONDITIONS

4.1 VENUE AND GOVERNING LAW

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

4.2 INCORPORATION BY REFERENCE AND PRECEDENCE

A. The Contract shall be derived from the RFP and its Addenda (if applicable), and the Respondent Proposal. In the event of a dispute under the Contract, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence:

   1. The RFP and its Addenda (if applicable); and

   2. The Respondent's Proposal.

B. In the event the County requires that an Ensuing Agreement be executed following award and a dispute arises between the terms and conditions of the Ensuing Agreement, the RFP and its Addenda (if applicable), and the Respondent's Proposal, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence:

   1. The terms and conditions of the Ensuing Agreement;

   2. The RFP and its Addenda; and

   3. The Respondent's Proposal.

4.3 OWNERSHIP OF PROPOSAL

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

4.4 DISQUALIFICATION OF RESPONDENT

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

4.5 FUNDING

The County intends to budget and make sufficient funds available and authorize funds for expenditure to finance the costs of the Contract. All Respondents understand and agree that the County's payment of

amounts under the Contract shall be contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to make payments under this Contract.

4.6 ASSIGNMENT, SUCCESSORS AND ASSIGNS

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

4.7 IMPLIED REQUIREMENTS

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

4.8 TERMINATION

A. **Termination for Cause:** The County reserves the right to terminate the Contract and/or any Ensuing Agreement(s) for default if the Successful Respondent breaches any of the Proposal specifications, terms and conditions, including warranties of the Respondent, if any, or if the Successful Respondent becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies the County may have at law or equity or as may otherwise be provided hereunder. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all other requirements to the County's satisfaction, and/or to meet all other obligations and requirements.

B. **Termination for Convenience:** The County may terminate the Contract and/or any Ensuing Agreement(s) for convenience and without cause or further liability, upon no less than thirty (30) calendar days written notice to the Successful Respondent. The County reserves the right to extend this period if it is in the best interest of the County. In the event the County exercises its right to terminate without cause, it is understood and agreed that only the amounts due to the Successful Respondent for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for the County's termination for convenience.

4.9 NON-PERFORMANCE

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

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

4.10 PROPRIETARY INFORMATION AND THE TEXAS PUBLIC INFORMATION ACT

All material submitted to the County shall become public property and subject to the Texas Public Information Act upon receipt. If a Respondent does not desire proprietary information in the Proposal to be disclosed, each page must be clearly identified and marked proprietary at time of submittal or, more preferably, all proprietary information may be placed in a folder or appendix and be clearly identified and marked as being proprietary. Failure to clearly identify and mark information as being proprietary as set forth under this provision will result in all unmarked information being deemed non-proprietary and available to the public. For all information that has not been clearly identified and marked as proprietary by the Respondent, the County may choose to place such information on the County's website and/or a similar public database without obtaining any type of prior consent from the Respondent.

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

To the extent, if any, that any provision in this RFP or in the Respondent's Proposal is in conflict with Texas Government Code, Chapter 552, as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood, and agreed, that the County, and its officers and employees, may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to the County as to whether or not the same are available to the public. It is further understood that that the County, and its officers and employees, shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that the County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to the County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

4.11 RIGHT TO AUDIT

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

4.12 TESTING AND INSPECTIONS

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

4.13 PROPOSAL PREPARATION COSTS

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

4.14 INDEMNIFICATION

The Successful Respondent shall indemnify, defend and save harmless, the County, its officials, employees, agents and agent's employees from, and against, all claims, liability, and expenses including reasonable attorneys' fees, arising from activities of the Respondent, its agents, servants or employees, performed hereunder that result from the negligent act, error, or omission of the Respondent or any of the Respondent's agents, servants or employees, as well as all claims of loss or damage to the Respondent's and the County's property, equipment, and/or supplies.

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

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

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

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

4.15 WAIVER OF SUBROGATION

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

4.16 RELATIONSHIP OF THE PARTIES

The Successful Respondent shall be an independent contractor and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions herein which may appear to give the County the right to direct the Successful Respondent as to details of doing work herein covered, or to exercise a measure of control over the work, shall be deemed to mean that the Successful Respondent shall follow the desires of the County in the results of the work only. The County shall not retain or have the right to control the Successful Respondent's means, methods or

details pertaining to the Successful Respondent's performance of the work. The County and the Successful Respondent hereby agree and declare that the Successful Respondent is an independent contractor and as such meets the qualifications of an "Independent Contractor" under Texas Workers Compensation Act, Texas Labor Code, Section 406.141, that the Successful Respondent is not an employee of the County, and that the Successful Respondent and its employees, agents and subcontractors shall not be entitled to workers compensation coverage or any other type of insurance coverage held by the County.

4.17 SOLE PROVIDER

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

4.18 FORCE MAJEURE

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

4.19 SEVERABILITY

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

4.20 EQUAL OPPORTUNITY

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

4.21 NOTICE

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

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

The Respondent: Address set out in Respondent's Transmittal Letter

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

4.22 SALES AND USE TAX EXEMPTION

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

4.23 COMPLIANCE WITH LAWS

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

4.24 INCORPORATION OF EXHIBITS, APPENDICES AND ATTACHMENTS

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

4.25 NO WAIVER OF IMMUNITIES

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

4.26 NO WAIVER

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

4.27 CURRENT REVENUES

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

4.28 BINDING EFFECT

This Contract and any Ensuing Agreement(s) shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

4.29 ASSIGNMENT

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

4.30 SAFETY

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

4.31 GENERAL OBLIGATIONS AND RELIANCE

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

4.32 CONTRACTUAL DEVELOPMENT

The Commissioners Court may award the Contract on the basis of the initial Proposals received, without any further or additional discussions. Therefore, each initial Proposal should contain the Respondent best terms and offer. The contents of the RFP and the selected Proposal will become an integral part of the Contract, but may be modified, at Williamson County's sole discretion, by provisions of an Ensuing Agreement. Therefore, the Respondent must agree to inclusion in an Ensuing Agreement of t Proposal specifications, terms and conditions of this RFP. Williamson County may, at its discretion, opt to conduct further discussions with responsible offerors and request the highest ranked firm's Best and Final Offer (BAFO).

4.33 ENTIRE AGREEMENT

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

4.34 SURVIVABILITY

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

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

4.35 PAYMENT

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

A. The date the County receives the goods under the Contract;
B. The date the performance of the service under the Contract is completed; or
C. The date the Williamson County Auditor receives an invoice for the goods or services.

Interest charges for any overdue payments shall be paid by the County in accordance with Texas Government Code, Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of the County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one (1) percent and the prime rate published in the Wall Street Journal on the first (1st) day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

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

As a minimum, invoices shall include:

A. Name, address, and telephone number of the Successful Respondent and similar information in the event the payment is to be made to a different address.

B. The County Contract, Purchase Order.

C. Identification of items or service as outlined in the Contract.

D. Quantity or quantities, applicable unit prices, total prices and total amount.

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

Payment inquiries should be directed to the following address:

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

4.36 CONTRACTUAL FORMATION AND ENSUING AGREEMENT

The RFP and the Respondent's Proposal, when properly accepted by the Commissioners Court, shall constitute a Contract equally binding between the Successful Respondent and the County. The Successful Respondent may be required by Williamson County to sign an additional Agreement containing terms necessary to ensure compliance with the RFP and Respondent's Proposal.

4.37 LEGAL LIABILITY INFORMATION

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

4.38 CONFIDENTIALITY

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

4.39 INCLEMENT WEATHER

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

4.40 AIR QUALITY

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

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

4.41 COOPERATIVE PURCHASING PROGRAM

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

4.42 PREVAILING WAGE RATES

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

Department of Labor in accordance with the United States Code, Section 276a (Davis-Bacon Act).

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

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

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

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

Within thirty-one (31) days of receipt of information concerning a violation of the Texas Government Code Chapter 2258, the County shall make an initial determination as to whether good cause exists to believe a violation occurred. The County's decision on the initial determination shall be reduced to writing and sent to the contractor or subcontractor against whom the violation was alleged, and to the affected worker. When a good cause finding is made, the County shall retain the full amounts claimed by the claimant or claimants as the difference between wages paid and wages due under the "Prevailing Wage Schedule" and any supplements thereto, together with the applicable penalties, such amounts being subtracted from successive progress payments pending a final decision on the violation.

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

If an arbitrator determines that a violation has occurred, the arbitrator shall assess and award against the contractor or subcontractor the amount of penalty as provided above and the amount owed the worker. The County may use any amounts retained hereunder to pay the worker the amount as designated in the

arbitration award. If the County has not retained enough from the contractor or subcontractor to pay the worker in accordance with the arbitration award, the worker has a right of action against the contractor and subcontractor as appropriate, and the surety of either to receive the amount owed, attorneys' fees and court costs. The contractor shall promptly furnish a copy of the arbitration award to the County.

Money retained pursuant to the provisions above shall be used to pay the claimant or claimants the difference between the amount the worker received in wages for labor on the project at the rate paid by the contractor or subcontractor and the amount the worker would have received at the general prevailing wage rate as provided by the agreement of the claimant and the contractor or subcontractor affected, or in the arbitrator's award. The full statutory penalty of sixty dollars ($60.00) per calendar day of violation per worker shall be retained by Williamson County to offset its administrative costs, pursuant to Texas Government Code, Section, 2258.023. Any retained funds in excess of these amounts shall be paid to the contractor on the earlier of the next progress payment or final payment. Provided, however, that the County shall have no duty to release any funds to either the claimant or the contractor until it has received the notices of agreement or the arbitration award as provided under the provision herein-above.

4.43 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.

Additional Stipulations

1 Additional Stipulations

1.1 Introduction

The Proposal evaluation and selection process is detailed in this section, as are other factors, and the format in which the Price Proposal of each Proposal should be submitted.

1.2 Price Proposal

The Price Proposal should be included in each copy of the Proposal if submitted in paper form.

1.3 Proposal Evaluation and Selection

1.3.1 Evaluation/Selection Criteria

All Proposals received by the designated date and time will be evaluated based on the Respondent's Proposal. Other information may be taken into consideration when that information potentially provides an additional benefit to the County, and further helps the County in receiving the services listed in the RFP.

Respondents' Proposals must meet all mandatory (minimum) requirements in order to be scored. Scoring may also be based on total information gathered by the County at its discretion, including but not limited to respondent's ability to perform "without delay or interference, character, responsibility, integrity, and experience or demonstrated capability; quality of prior work; compliance with laws; and noncompliance with requirements as to submission of relevant information."

1.3.2 Evaluation Committee and Selection Process

All Proposals will be evaluated by a County appointed Evaluation Committee. The Evaluation Committee may be composed of County Staff that may have expertise, knowledge or experience with the services and/or goods being procured hereunder. Those Respondents meeting all requirements and deemed most qualified may receive further evaluation via telephone or in-person interviews with members of the Evaluation Committee. The County will select a Respondent determined best and most responsible Respondent meeting minimum specifications and qualifications.

Respondents are advised that the Evaluation Committee, at its option, may recommend an award strictly on the basis of the initial RFP responses, or in addition, may have interviews with firms to determine its final recommendation. The Evaluation Committee will present its recommendation to the Williamson County Commissioners' Court for approval and award of contract.

Finalist shall be determined by the Respondent receiving the most points in relation to the following Evaluation Criteria. Additional scoring may be conducted based upon Respondent's presentation during the interview process and may or may not include previous scores from Respondent's Proposal.

1.3.3 Mandatory Criteria

Minimum requirements must be passed in order to be considered for scoring as described in section 1.3.4

1.3.4 Graded Evaluation Factors

The following graded evaluation factors will be used to determine how well a Respondent(s) meet(s) the desired performance.

1.3.5 Interviews

Interview scoring (if applicable) will be provided along with invitation to interview candidates. Best and Final Offer will be required from all Respondents scheduled for interviews, twenty-four (24) hours prior to scheduled interview.

1.3.6 Additional Evaluation Information

The County reserves the right to award a contract for any or all areas of this RFP.

It is the responsibility of the Respondent to provide sufficient information/data in a convincing manner to the County to assure all of the terms, conditions and expectations **for** satisfactory performance of the services requested herein will be met.

All contact during the evaluation phase shall be through the Williamson County Purchasing Department only. The Respondent shall neither contact nor lobby evaluators during the evaluation process. Attempts by the Respondent to contact and/or influence members of the Evaluation Committee may result in disqualification of Proposal.

1.4 Technical Contact

Dale Butler (or successor), Asst. Director of Facilities, Projects, Williamson County 3010 South East Inner Loop, Georgetown, Texas shall serve as the County's Technical Contact with designated responsibility to ensure compliance with the requirements of the Contract and any Ensuing Agreement, such as, but not limited to, acceptance, inspection and delivery. The Technical Contact together with the Purchasing Department will serve as a liaison between the Williamson County Commissioners Court and the Successful Respondent.

1.5 Time for Performance

A time frame of seventy-five (75) days (sixty (60) to substantial completion/seventy-five (75) to final completion) is given for completion of plans on this bid. This may begin at the time specified by the County within the three hundred sixty-five (365) days of the pricing quoted on this bid, starting on the day of award. The Contractor will be given written notice to begin work on this project. The Work on this project shall begin within ten (10) calendar days after such notification.

Liquidated damages for failure to substantially complete the work within the allotted time will be applied. Liquidated damages are $200 per working day.

The Contractor will be given written notice to begin work on this project. Work on this project shall begin within five (5) working days after such notification. Failure to begin work within the allotted time will result in liquidated damages being incurred at the rate of $200.00 per working day

1.6 Contract Extensions

At the end of the Initial Contract Term, the Commissioners Court reserves the right to extend the Initial Contract Term, by mutual agreement of both parties, as it deems to be in the best interest of the County. The extension may be negotiated if renewal indications are provided within the County's timeframe which reflect renewal terms for the forthcoming policy year that are deemed by the County to be competitive with current market conditions. However, the County may terminate the contract at any time if funds are restricted, withdrawn, not approved, or if service is unsatisfactory. Any extension will be in twelve (12) month increments for up to an additional twenty-four (24) months, with the terms and conditions remaining the same. The total period of the contract, including all extensions will not exceed a maximum combined period of sixty (60) months. The extension of the contract is contingent on the appropriation of necessary funds by the Commissioners Court for the fiscal year in question. Upon the failure of the Commissioners Court to so appropriate in any year, the Respondent may elect to terminate the contract, with no additional liability to the County. The

County and the Respondent agree that termination shall be the Respondent's sole remedy under this circumstance.

1.7 Insurance Requirements

By signing its Proposal, the Respondent agrees to maintain at all times during any term of the Contract and any ensuing Agreement at Respondent's cost, insurance in accordance with this provision.

Respondent will be required to submit Certificates of Insurance **prior to contract award and any renewals.**

All certificates of insurance coverage as specified below must be provided to the following location:

Williamson County Purchasing Department
901 S Austin Ave
Georgetown, Texas 78626

Failure to comply with these Insurance Requirements may result in the termination of the Contract and any ensuing Agreement(s) between the Successful Respondent and County.

The following coverage limits shall be required at a minimum:

A. Worker's Compensation — Statutory – Texas Law

B. Employer's Liability:

Bodily Injury by Accident	$500,000 Ea. Accident
Bodily Injury by Disease	$500,000 Ea. Employee
Bodily Injury by Disease	$500,000 Policy Limit

C. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability	$1,000,000	$1,000,000
Aggregate policy limits:	$1,000,000	

Successful Respondent's property will not be covered by any insurance that may be carried by Williamson County. Successful Respondent assumes the risk of loss on its contents and property that are situated on/in/around the County property. The Successful Respondent is strongly encouraged to obtain insurance on its property to the extent deemed necessary by the Successful Respondent.

The deductible for an insurance policy required hereunder shall not exceed $100,000. **The County shall be named as an additional insured under any policy of insurance required hereunder.**

Successful Respondent shall not commence any work until it has obtained all required insurance and such insurance has been approved by County. Successful Respondent shall

not allow any subcontractor(s) to commence work to be performed until all required insurance has been obtained by such subcontractor(s) and approved by County. Approval of the insurance by County shall not relieve or decrease the liability of Successful Respondent or its subcontractor(s) hereunder.

The required insurance must be written by a company approved to do business in the State of Texas with a financial standing of at least an A- rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued. Successful Respondent shall furnish County with a certificate of coverage issued by the insurer. Successful Respondent shall not cause any insurance to be canceled nor permit any insurance to lapse. ALL INSURANCE CERTIFICATES SHALL INCLUDE A CLAUSE TO THE EFFECT THAT THE POLICY SHALL NOT BE CANCELED OR REDUCED, RESTRICTED OR LIMITED UNTIL TEN (10) CALENDAR DAYS AFTER COUNTY HAS RECEIVED WRITTEN NOTICE AS EVIDENCED BY RETURN RECEIPT OF REGISTERED OR CERTIFIED LETTER.

It is the intention of the County, and agreed to and hereby acknowledged by the Successful Respondent, that no provision of this Contract or any ensuing Agreement shall be construed to require the County to submit to mandatory arbitration or mediation in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required hereunder which absolutely requires arbitration or mediation of such claim, or as otherwise required by law or a court of law with jurisdiction over the provisions of this Contract or any ensuing Agreement.

Workers' Compensation Coverage Requirements

The Texas Labor Code, Section 406.096, requires workers' compensation insurance coverage for all persons providing services on a building or construction project for a governmental entity such as the County. The rule requires the County to timely obtain certificates of coverage and retain them for the duration of the project. The rule also sets out the language to be included in the Bid specifications and in contracts awarded by a governmental entity and the information required to be in the posted notice to employees. The rule is adopted under the Texas Labor Code, Section 402.061.

The information provided below is a result of this rule. By submitting your Bid to the County, you are acknowledging that this rule is a part of these Bid specifications, and that you will observe and abide by all of the requirements outlined in the rule. You are further agreeing that should your Bid be accepted by the Williamson County Commissioners Court, the necessary certificates of coverage showing workers' compensation coverage, will be provided to the following name and address prior to beginning work:

Williamson County Purchasing Department
901 S. Austin Ave.
Georgetown, TX 78626

Failure to comply with this request may result in termination of the Contract and any ensuing Agreement. If you have any questions related to this ruling and/or requirement, you are encouraged to contact either the Williamson County Purchasing Department at (512) 943-1546, or you may call the Texas Workers' Compensation Commission at (800) 372-7713.

A. The following words and terms, when used in this provision, shall have the following meanings. Terms not defined in this rule shall have the meaning defined in the Texas Labor Code, if so defined.

1. Certificate of coverage (certificate) – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a workers' compensation coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees (including those subject to a coverage agreement) providing services on a project, for the duration of the project.

2. Building or Construction – Has the meaning defined in the Texas Labor Code, Section 406.096(e)(1).

3. Contractor – A person bidding for or awarded a building or construction project by Williamson County.

4. Coverage – Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, Section 401.011(44).

5. Coverage agreement – A written agreement on form TWCC-81, form TWCC-82, form TWCC-83, or form TWCC-84, filed with the Texas Workers' Compensation Commission which establishes a relationship between the parties for purposes of the Texas Workers' Compensation Act, pursuant to the Texas Labor Code, Chapter 406, Subchapters F and G, as one of employer/employee and establishes who will be responsible for providing workers' compensation coverage for persons providing services on the project.

6. Duration of the project--Includes the time from the beginning of work on the project until the work on the project has been completed and accepted by the County.

7. Persons providing services on the project ("subcontractor" in the Texas Labor Code, Section 406.096) – includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

8. Project – Includes the provision of all services related to a building or construction contract for the County.

B. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of the Texas Labor Code, Section 401.011(44), for all

employees of the contractor providing services on the project, for the duration of the project.

C. The Contractor must provide a certificate of workers compensation coverage to Williamson County prior to being awarded the Contract.

D. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with Williamson County showing that coverage has been extended.

E. The contractor shall obtain from each person providing services on a project, and provide to the County:

1. A certificate of coverage, prior to that person beginning work on the project, so Williamson County will have on file certificates of coverage showing coverage for all persons providing services on the project; and

2. No later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

F. The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

G. The contractor shall notify the County in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

H. The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

I. The contractor shall contractually require each person with whom it contracts to provide services on a project, to:

1. Provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44), for all of its employees providing services on the project, for the duration of the project;

2. Provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;

3. Provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

4. Obtain from each other person with whom it contracts, and provide to the contractor:

    i. (a) a certificate of coverage, prior to the other person beginning work on the project; and
    ii. (b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

5. Retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

6. Notify the County in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

7. Contractually require each person with whom it contracts, to perform as required by paragraphs 1 – 7, with the certificates of coverage to be provided to the person for whom they are providing services

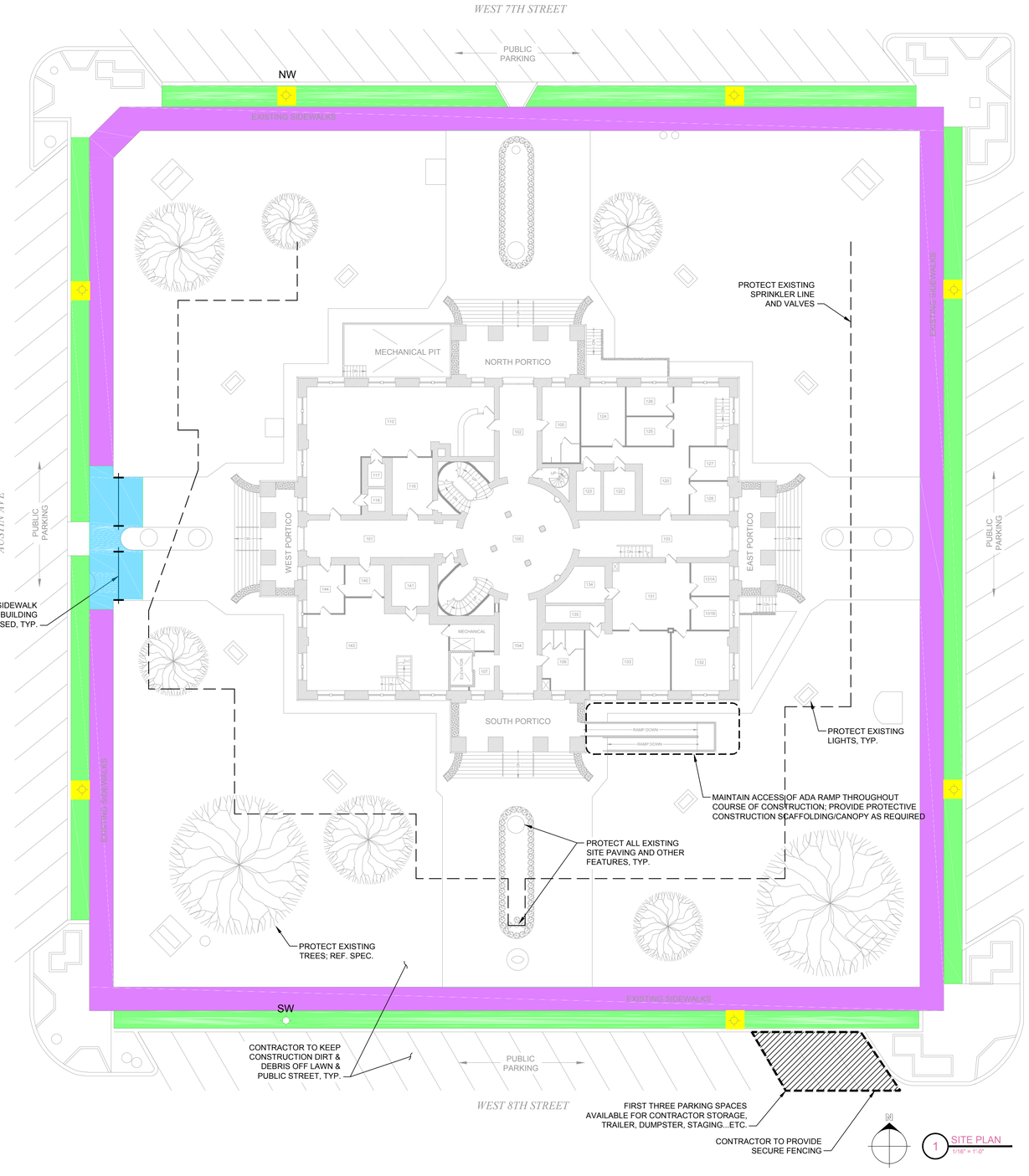
J. By signing this Contract or providing or causing to be provided a certificate of coverage, the contractor is representing to Williamson County that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

K. The contractor's failure to comply with any of these provisions is a breach of Contract by the contractor which entitles the County to declare the contract void if the contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the County.

Williamson County Historic Courthouse Sidewalk Paver Project

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1 SITE PLAN
1/16" = 1'-0"

AREAS TO RECEIVE PAVERS @ EXISTING GRASS MEDIANS

EXISTING SIDEWALKS TO REMAIN

DEMO AND RE-POUR SIDEWALKS TO NEAREST CONTROL JOINT TO MATCH ELEVATION OF ADJACENT SIDEWALK(S)

POUR ADDITIONAL LIGHT POLE BASE CONCRETE TO MATCH BASE AT EXISTING NW AND SW LIGHT POLES.

SITE COORDINATION NOTES:

1. CONTRACTOR SHALL PROTECT ALL EXISTING TREES, SITE FEATURES, SIDEWALKS, MEMORIALS, LIGHT FIXTURES, UTILITY LINES, AND VAULTS THAT ARE TO REMAIN DURING THE CONSTRUCTION.

2. CONTRACTOR SHALL ENSURE EXISTING MECHANICAL PIT AREA REMAINS FREE OF DEBRIS AND PUMPS REMAIN FULLY FUNCTIONAL.

3. CONTRACTOR SHALL ENSURE THAT ALL MEP SYSTEMS THAT SERVE OCCUPIED BUILDING SPACES REMAIN ACTIVE, COORDINATING ANY STOPPAGES WITH IN ADVANCE WITH THE COUNTY.

4. CONTRACTOR TO PROVIDE AND SECURE PORTABLE TOILETS FOR WORKERS. NO ACCESS TO BUILDING INTERIOR.

5. MAINTAIN THREE OF THE FOUR BUILDING ENTRANCES FOR PUBLIC ACCESS AT ANY ONE TIME. MAINTAIN SAFE PUBLIC ACCESS VIA ADA RAMP DURING BUSINESS HOURS FOR THE DURATION OF THE PROJECT.

6. CONTRACTOR TO PROTECT EXISTING SPRINKLER LINES AND HEADS DURING CONSTRUCTION. IF DAMAGED, CONTRACTOR SHALL COORDINATE REPAIR WITH OWNER AT CONTRACTOR'S EXPENSE.

7. OWNER SHALL PROVIDE OFF SITE STORAGE / MATERIALS STAGING AREA IF DESIGNATED ONSITE STORAGE IS DETERMINED TO BE INADEQUATE. COORDINATE REQUIREMENTS OF OFF SITE STORAGE WITH OWNER.

PROJECT:

Paver Installation @ Street Curb/Sidewalk Median

Williamson County Historic Courthouse
710 Main Street
Georgetown, Texas 78626

CLIENT:

Williamson County
Purchasing Department
301 SE Inner Loop, Suite 106
Georgetown, Texas 78626

No.	DATE	DESCRIPTION

PROJECT No.:	P-402
ISSUE DATE:	April 2017
DRAWN BY:	LPohlmeyer
REVIEWED BY:	DButler
PROJ. MANAGER:	DButler
SCALE:	AS NOTED

SHEET TITLE: Site Plan

SHEET No.: **S1.1**

Williamson County Historic Courthouse Sidewalk Paver Project

Scope of Work

SUMMARY

The Williamson County Historic Courthouse currently has a main sidewalk loop installed inside of the street curb adjacent to the Downtown Square. The County desires to install brick pavers in the grass median between the existing sidewalk and the street curb surrounding the Courthouse property. The project also includes some existing sidewalk replacement, pavers installed at the existing Sheriff Statue on the East side of the Courthouse and installation of concrete light pole bases that are currently surrounding the property. This project will generally include concrete demolition, concrete placement, subgrade preparation, concrete forming and the purchase and installation of brick pavers.

This project is under the jurisdiction of the Texas Historical Commission (THC). All permitting and correspondence with the THC will be the responsibility of Williamson County. Any other permitting or correspondence with the City of Georgetown will also be the responsibility of Williamson County as the Owner.

SPECIFICATIONS

A. Grass Median Pavers (approximately 5' Wide x 885 LF) and Area Drain Installation

1. Hand locate all existing utilities, including but not limited to electrical feeds to island pedestals, electrical feeds to site light poles and irrigation lines feeding the eight outermost corner planting beds.
    a. Contractor is responsible for all new damage to electrical feeds including conduit and cables. Due to the assumed age and condition of the Electrical feeds, the actual condition will be assessed by the Owner at the time of discovery and exposure. Owner will determine if any electrical components should be replaced at Owners expense before reinstallation of new Paver Project material occurs.
    b. Contractor is responsible for locating and protecting irrigation components within the installation and adjacent areas. However, if the need arises to relocate any components due to interference of the Paver Installation Project, the relocation will be the responsibility of the Owner.
    c. Owner will assist with utility locates by providing any available as-built drawings and/or knowledge of utility locations.
2. Remove enough existing material to meet the requirements of attached Paver Installation Specification # 1.

3. Install pavers according to the attached specifications, including but not limited to Paver Installation Specification # 1, Pavestone Manufacturer Specifications, Site Plan S1.1, Provided Pictures of Current Site Conditions and the following:
    a. After excavation to final depth and before placement of sub-grade material, proof roll (compact) existing material at bottom of excavation.
    b. Install 6” of limestone road base (1” to 2” aggregate) below areas to receive new concrete slab or curb. Wet and compact base with a roller or multi-purpose compactor.
    c. Paver Bedding Sand to be concrete or masonry sand.
    d. Follow Pavestone Manufacturer Installation Instructions for sand bed and paver installation.
    e. No manufactured limestone sand.
    f. No cement admixture allowed in sand.
    g. No mortared-in pavers allowed.
    h. Make every effort to protect the adjacent ‘historic’ concrete from damage during construction activities.
4. **Install box area drains** and extend out to street curb with a 4” schedule 40 PVC drain extension. This will require a small curb cut and patch. See the picture included in these specs which identifies an existing drain to street that should be matched. Allow for installing 7 of these drains. Final locations are to be determined by Owner and Contractor based on existing elevations of sidewalks and street curbs which may require an area drain to encourage positive drainage away from the Courthouse lawn and into the street.
5. Clean and straighten site back to pre-construction conditions.

B. Sidewalk Replacement

1. Remove and replace existing sidewalk at West side of Courthouse. Refer to attached Pictures **(picture points to actual sections to be replaced)** and Plan Page S1.1 for designated areas and the following:
    a. Include removal and replacement of ADA Ramp at West side of Courthouse and replace to match existing ADA Ramp at South side of Courthouse.
    b. Remove (to nearest expansion joint) and haul-off existing sidewalk concrete in the designated areas.
    c. Form for new sidewalk to match elevations of adjacent sidewalks
    d. Fill-in voids at sub-grade with limestone screenings or approved equivalent.
    e. New sidewalk to be a minimum of 4” thick with # 4 rebar @ 12” O.C. each way.
    f. Dowel into existing sidewalk @ 16” O.C. w/ # 4 rebar
    g. Re-stencil the words “WILLIAMSON COUNTY” in new sidewalk to match existing stenciling.

h. Make every effort to ensure that the finished concrete matches the adjacent existing 'historic' sidewalk concrete in color, finish and texture.
i. Make every effort to protect the adjacent 'historic' concrete from damage during construction activities.

C. Light Pole Base Concrete

1. Owner will remove the existing 6 light poles that require a new base.
2. Excavate to 18" deep below existing grade around existing light pole bases to allow for new reinforcement and concrete.
3. Install pier style rebar cage with # 4 rings and vertical # 4 rebar @ 8" O.C.
4. Pour back 3000 PSI concrete to match existing top of street curb elevation.

D. Paver Installation at Sheriff Statue

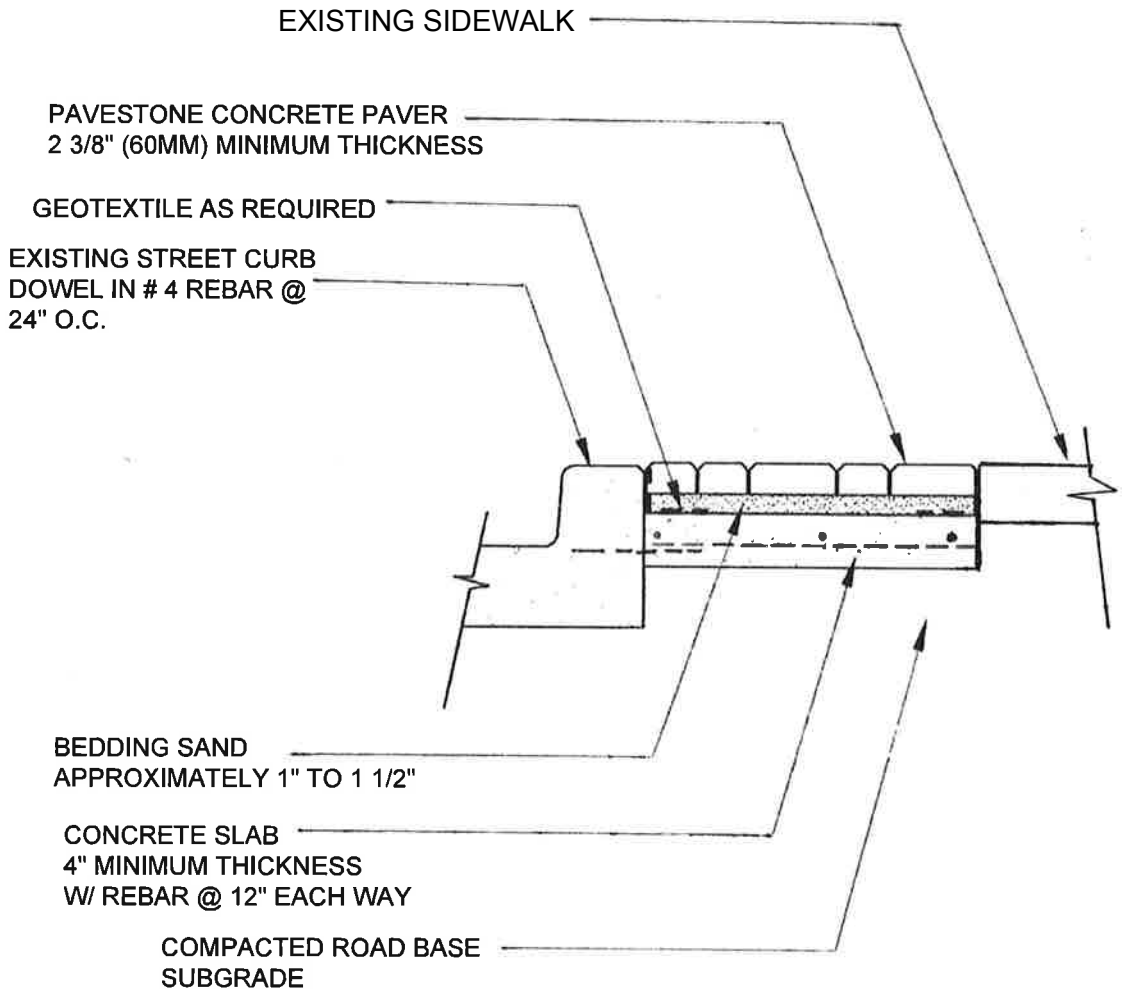
1. Install a 48" W sidewalk with curb border and pavers in the field. Install from existing sidewalk up to the existing concrete pad at the base of statue.
2. Hand locate all existing utilities, including but not limited to electrical feeds to island pedestals, electrical feeds to site light poles and irrigation lines feeding the four outermost corner planting beds.
    a. Contractor is responsible for all new damage to electrical feeds including conduit and cables. Due to the assumed age and condition of the Electrical feeds, the actual condition will be assessed by the Owner at the time of discovery and exposure. Owner will determine if any electrical components should be replaced at Owners expense before reinstallation of new Paver Project material occurs.
    b. Contractor is responsible for locating and protecting irrigation components within the installation and adjacent areas. However, if the need arises to relocate any components due to interference of the Paver Installation Project, the relocation will be the responsibility of the Owner.
    c. Owner will assist with utility locates by providing any available as-built drawings and/or knowledge of utility locations.
3. Remove enough existing material to meet the requirements of attached Paver Installation Specification # 1.
4. Install pavers according to the attached specifications, including but not limited to Paver Installation Specification # 1, Pavestone Manufacturer Specifications, Site Plan S1.1, Provided Pictures of Current Site Conditions and the following:
    a. After excavation to final depth and before placement of sub-grade material, proof roll (compact) existing material at bottom of excavation.

b. Install 6” of limestone road base (1” to 2” aggregate) below areas to receive new concrete slab or curb. Wet and compact base with a roller or multi-purpose compactor.
c. Paver Bedding Sand to be concrete or masonry sand.
d. Follow Pavestone Manufacturer Installation Instructions for sand bed and paver installation.
e. No manufactured limestone sand.
f. No cement admixture allowed in sand.
g. No mortared in pavers allowed.
h. Make every effort to ensure that the finished concrete matches the adjacent existing ‘historic’ sidewalk concrete in color, finish and texture.
i. Make every effort to protect the adjacent ‘historic’ concrete from damage during construction activities.

5. Clean and straighten site back to pre-construction conditions.

- CONTRACTOR WILL BE PROVIDED WITH ALL NECESSARY STORAGE SPACE AND STAGING AREAS; NOTHING SHALL BE STORED ON THE EXISTING LAWN OR OTHER LANDSCAPED AREAS.
- CONTRACTOR IS REPONSIBLE FOR ALL DAMAGE THAT OCCURS TO EXISTINGCOMPONENTS AND CONDITIONS DURING CONSTRUCTION.

PAVER INSTALLATION SPECIFICATION # 1



N.T.S.

Holland Stone Series

With the renowned durability of interlocking pave stones, Holland Stone offers the old world charm of a simple paver shape. The rectangular shape can be installed in a number of fascinating patterns to produce simple or intricate designs. Mix these patterns with any of the available standard colors or combination of colors and you've got the potential for an architectural effect limited only by the imagination. Holland Stone is available in Standard, Parkway™ (non-chamfered edges), Provencial™ (smooth) and Heritage™ (tumbled) finishes.

COMPOSITION AND MANUFACTURE

Holland Stone is made from a "no slump" concrete mix. Made under extreme pressure and high frequency vibrations, Holland Stone has a compressive strength greater than 8000 psi, a water absorption maximum of 5% and will meet or exceed ASTM C-936 and freeze-thaw testing per Section 8 of ASTM C-67. Heritage™ Series may not comply with ASTM C-67 freeze-thaw durability. Note: Requires modifying the ASTM C 140 - Paver Annex A4 - "The test specimen shall be 60 ± 3 mm thick and, if necessary, cut to a specimen size having a Height/Thickness (width) [H/T] aspect ratio of 0.6 ± 0.1

INSTALLATION

1. Excavate unsuitable, unstable or unconsolidated subgrade material and compact the area which has been cleared. Backfill and level with dense graded aggregate suitable for base material (typically 4 in. to 8 in. (101mm to 202mm) of compacted base for light vehicular and pedestrian traffic) or as otherwise directed by Site Engineer/Architect/Landscape Architect.

2. Place bedding course of washed sand conforming to the grading requirements of ASTM C-33 to a uniform depth of 1-1 1/2 in. (25-38mm) screeded to the grade and profile required.

3. Install Holland Stone with joints approximately 1/8 in. (3mm).

4. Where required, cut pave stones with an approved cutting device to fit accurately, neatly and without damaged edges.

5. Tamp pave stones with a plate compactor, uniformly level, true to grade and free of movement.

6. Spread sand to 1/8 in. (3mm) thickness over entire paving area. Heritage™ Series may require joint sand stabilization.

7. Make one more pass with plate compactor to fill joints with sand.

Complete installation & specification details are available by contacting your Pavestone Company Sales Representative.

Note: Colors are shown as accurately as possible in brochures & samples, but due to the nature of the product, regional color differences and variables in print reproduction, colors may not match exactly. For best results in maintaining color consistency, pavers must be installed from several cubes at a time. Efflorescence, a whitish, powder-like deposit, may appear on concrete pavers. This is a natural occurrence in any concrete product and will usually wear off over time.

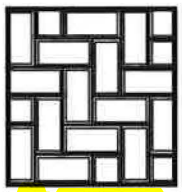
TYPICAL CROSS SECTION OF CONCRETE PAVER INSTALLATION

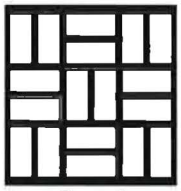


INSTALLATION PATTERNS

Holland Stone (with Chamfer)


45° Herringbone

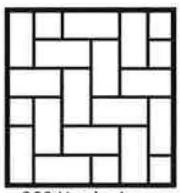

90° Herringbone

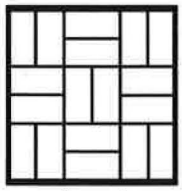

Parquet

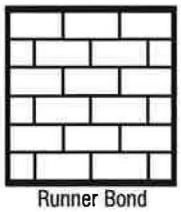

Runner Bond

Holland Stone Parkway™ Series (with out Chamfer)


45° Herringbone

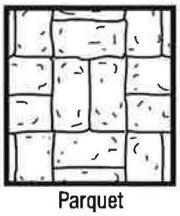

90° Herringbone

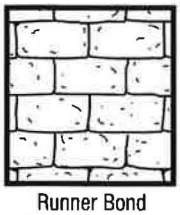

Parquet


Runner Bond

Holland Stone Heritage™ Series


90° Herringbone


Parquet


Runner Bond

Holland Stone II


Herringbone


Stack


Parquet

APPLICATIONS (contact your local representative for application preferred thickness)
General Road Construction • Parking Lots • Driveways • Patios • Highway Rest Areas • Bridge Underpasses
Entrance Areas • Industrial Plants • Industrial Yards • Storage Depots • Loading Docks • Flooring in Stables • Sidewalks • Terraces • Garden Pathways
Pool Decks • Beach Promenades • Pedestrian Malls • Roof Gardens • Street Medians

PRODUCT INFORMATION: Holland Stone is available in one (1) size.

Four (4) Height/Thicknesses: 40mm = 1 5/8"*◆ , 60mm = 2 3/8"*, 80mm = 3 1/8"*,120mm = 4 3/4"*
Finishes Available: **Heritage™ Series** - Tumbled finish reminiscent of old world European charm.
Parkway™ Series - Straight, defined, non-chamfered edges create an elegant, tight fitting installation with the beautiful natural appearance of clay pave stones, but with the strength, durability and functionality of concrete pave stones.
Provencial™ Series - Smooth finish with a fine gradient texture allows for a brighter color presentation and endurance.







Holland Stone
Nominal Dimensions: 3 7/8" W x 7 13/16" L*
98mm x 198mm



Height/Thickness:	40mm = 1 5/8"*◆	60mm = 2 3/8"*	80mm = 3 1/8"*	120mm = 4 3/4"*
Wt./Stone	4.00 lbs.	6.0 lbs.	8.1 lbs.	12.2 lbs
Stones/Sq. ft.	4.66	4.66	4.66	4.66
Stones/Pallet	720	480	384	288
Approx. Wt./Pallet	2,899 lbs.**	2,884 lbs.**	2,988 lbs.**	3,513 lbs.**
Sq.ft./Pallet	155	103	83	62
Product Number	215	217	219	222

◆ For light duty, foot traffic only

Holland Stone II™
Nominal Dimensions: 3 7/8" W x 7 13/16" L*
98mm x 198mm



Height/Thickness:	60mm = 2 3/8"*	80mm = 3 1/8"*
Wt./Stone	6 lbs.	8.1 lbs.
Stones/Pallet	480	384
Approx. Wt./Pallet	2,884 lbs.**	2,988 lbs.**
Sq. ft./Pallet	103	83
Product Number	227	229



Holland Stone Heritage™ Series
Nominal Dimensions: 3 7/8" W x 7 13/16" L*
98mm x 198mm

Height/Thickness:	60mm = 2 3/8"*	80mm = 3 1/8"*
Wt./Stone	6 lbs.	8.1 lbs.
Stones/Sq.Ft.	4.66	4.66
Stones/Pallet	480	384
Approx. Wt./Pallet	2,884 lbs.**	2,988 lbs.**
Sq. ft./Pallet	103	83
Product Number	217T	219T



Double Holland Stone (also see City Stone™ V)
Nominal Dimensions: 7 13/16" W x 7 13/16" L*
198mm x 198mm

Height/Thickness:	60mm = 2 3/8"*	80mm = 3 1/8"*
Wt./Stone	12 lbs.	15.6 lbs.
Stones/Sq.ft	2.33	2.33
Stones/Pallet	240	192
Approx. Wt./Pallet	2,884 lbs.**	2,988 lbs.**
Sq. ft./Pallet	103	83
Product Number	257	259



Holland Stone Parkway™ Series
Nominal Dimensions 3 7/8" W x 7 13/16" *
98mm x 198mm

Height/Thickness:	60mm = 2 3/8"*	80mm = 3 1/8"*
Wt./Stone	6 lbs.	8.1 lbs.
Stones/Sq.Ft.	4.66	4.66
Stones/Pallet	480	384
Approx. Wt./Pallet	2,884 lbs.**	2,988 lbs.**
Sq. ft./Pallet	103	83
Product Number	237	239



Holland Stone IV (also see City Stone™ IV)
Nominal Dimensions: 3 7/8" W x 3 7/8" L *
98mm x 98mm

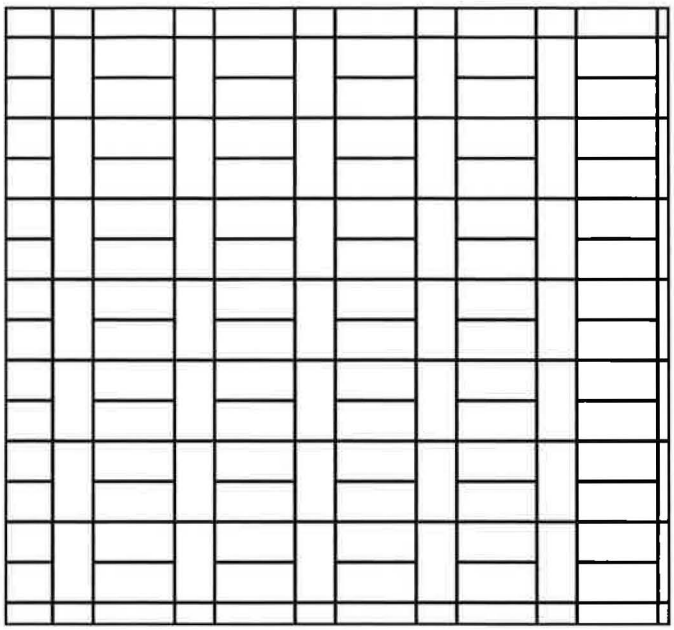
Height/Thickness:	60mm = 2 3/8"*
Wt./Stone	3 lbs.
Stones/Pallet	960
Approx. Wt./Pallet	2,884 lbs.**
Sq. ft./Pallet	103
Product Number	213

*Fractional dimensions are nominal. Not available in all markets

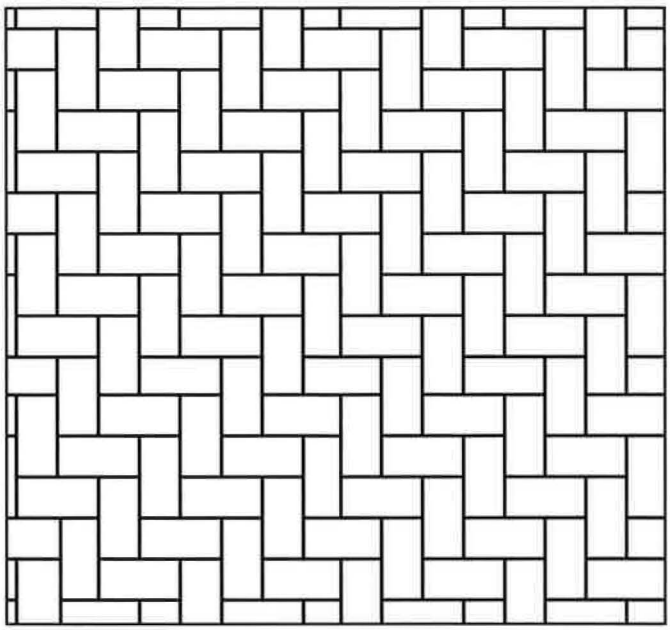
** Does NOT include 50 lbs. for wooden Pallet.

Holland Stone Heritage™ Series is sold on pallets or in bags. There is approximately the same sq. ft./pallet in each bagged product after tumbling. Packaging may vary from plant to plant. Contact your Pavestone Company manufacturer for packaging details.

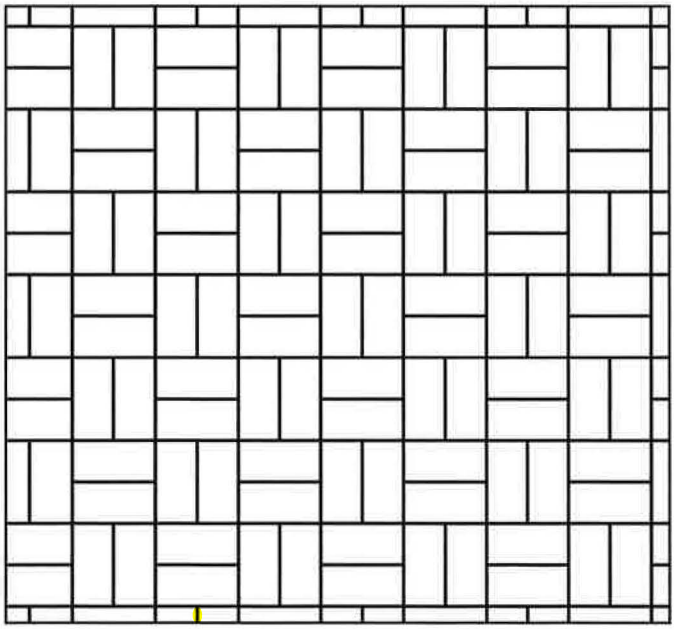
Holland Stone Parkway™ Series 235 Installation Patterns



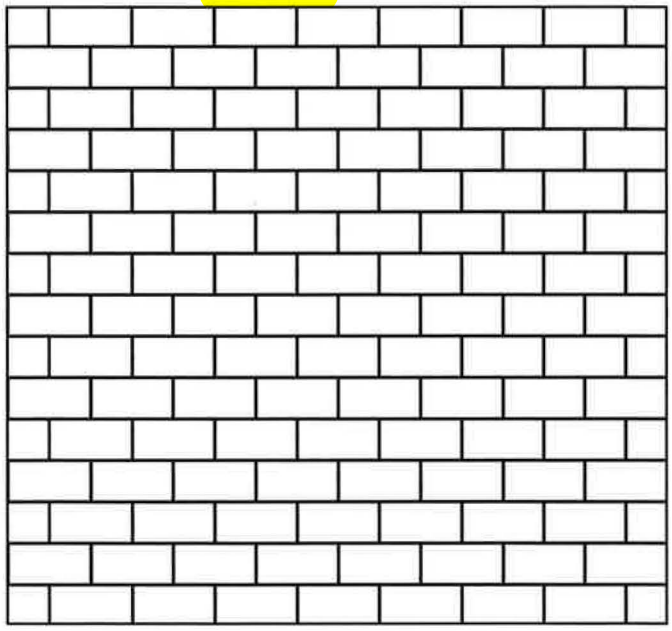
BASKETWEAVE (1)



HERRINGBONE (2) W/ SOLDIER COURSE BORDER



PARQUET (5)



RUNNER BOND (7)

PAVESTONE®

CREATING BEAUTIFUL LANDSCAPES™

San Marcos Pave Stone Colors

PAVESTONE®

CREATING BEAUTIFUL LANDSCAPES™

STANDARD COLORS



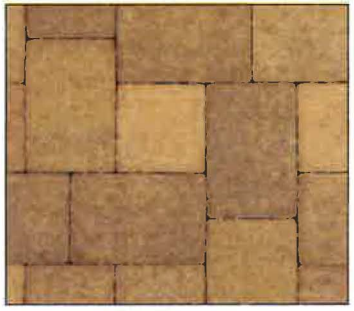
ANTIQUE BROWN
PLAZA STONE



ANTIQUE BUFF
PLAZA STONE



ANTIQUE PEWTER
HOLLAND STONE



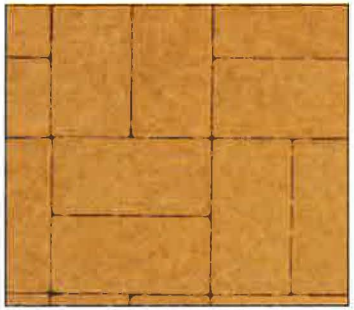
ANTIQUE SAVANNAH
PLAZA STONE



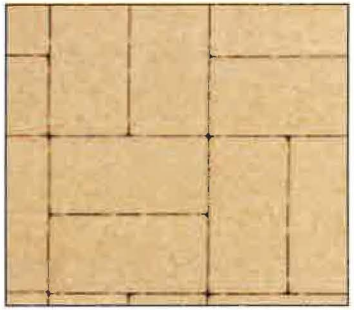
ANTIQUE TAN
HOLLAND STONE



ANTIQUE TERRA COTTA
HOLLAND STONE



BUFF
HOLLAND STONE



✓CAST STONE
HOLLAND STONE



CHARCOAL
HOLLAND STONE



DARK BROWN
HOLLAND STONE



OAKS BLEND
HOLLAND STONE



OLD TOWN BLEND
HOLLAND STONE

NOTE: Not all colors are available in all products. ✓These colors are subject to an upcharge.


EXISTING ADA RAMP
MATCH THIS RAMP AT
WEST SIDE ADA RAMP
REPLACEMENT
EXISTING SIDEWALK
CONDITIONS
AREA TO RECEIVE PAVERS

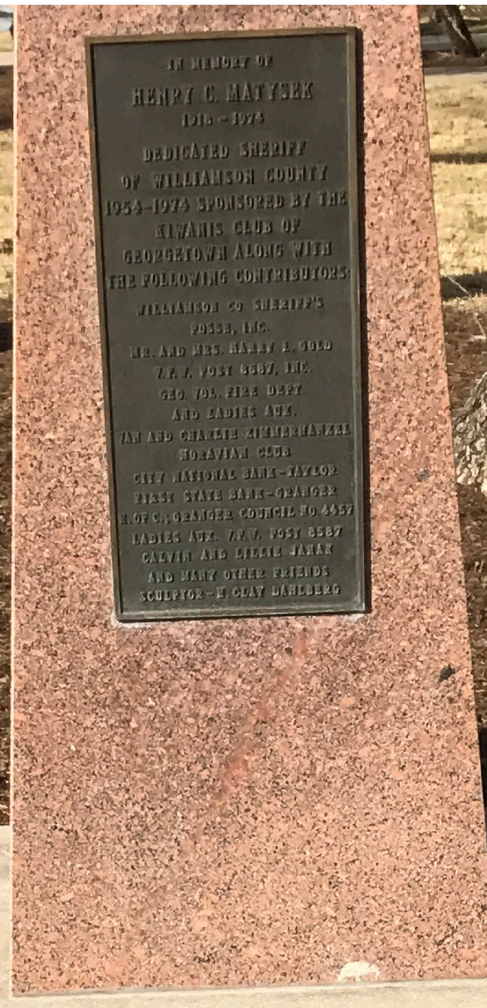

LIGHT POLES TO RECEIVE
NEW CONCRETE BASE
OWNER TO REMOVE AND
REPLACE LIGHT POLES


SIDEWALK AREA TO BE REPLACED DUE TO SETTLING;
REPLACE ADA RAMP TO MATCH EXISTING ADA RAMP @ SOUTH SIDE
EXISTING DRAIN - OUT TO STREET; MATCH AT OTHER AREAS AS NECESSARY FOR POSITIVE DRAINAGE TO STREET
PROTECT WATER VALVE BOX AND RAISE TO MATCH NEW PAVER ELEVATION


TEXAS
HNY 7532
The Lone Star State
POWERPORT
CONCRETE LIGHT POLE BASE TO MATCH AT OTHER LOCATIONS
ELECTRICAL PEDESTAL; PROTECT PEDESTAL AND ELECTRICAL FEED TO PEDESTAL

WILLIAMSON COUNTY

MATCH STENCILED LETTERS
AT NEW SIDEWALK



Install pavers per Paver Installation Specification # 1. Install 6" W concrete band at three sides and match paver installtion in field. Install up to concrete base of statue and 48" W.

4/19/2017 9:34 AM

Keep and protect existing light pole protection curbs

Evaluation Criteria for Paver & Sidewalk Improvements at the Williamson County Historic Courthouse

RFP # 1704-158

A. In order to qualify for this project the respondent must fully satisfy the following criteria:

1. Respondent shall have a physical office located within a reasonable proximity of the project location. Respondent must provide physical business address and how long at that location, as well as the extent of the business completed from this location;
2. Respondent shall provide a list of the proposed management team for the project, to include at least the Company owner, Project Manager, Superintendent, and other support team members. Please provide the resume of each team member;
3. Respondent shall provide documentation verifying, they have been conducting business as a General Contractor in Texas for a minimum of 5 (five) years.
4. Respondent shall supply a list of 3 (three) verifiable references from projects completed of similar or larger size, scope and dollar amount performed in Texas, within the last 5 years. The list must include at a minimum the project name, contact information (name, telephone and email), brief project description, size /square footage, project location, and project dollar amount. Respondent to provide the timeframe for completion, and if project was completed ahead of or on schedule, and if not explain why.
5. Respondent shall submit a statement that it can and will commence work on the project within five days of receipt of the Notice to Proceed. Respondent shall also provide assurance that it can and will continue daily performance of the work until fully completed.
6. 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.

Respondents that fully comply with all the above requirements will then be considered and evaluated as follow:

1. An evaluation committee of at least three County representatives will evaluate the qualified respondents and make the determination regarding the successful company to proceed with negotiations and award.
2. The evaluation committee will review the following:
    - Qualifications (25 Points)
    - Pricing (35 Points)
    - Location of office (10 Points)
    - Best overall value (30 Points)
3. Contract negotiations and reference verification may also be a part of the selection process.

Agreement for Construction Services

This Agreement ("Agreement") between Williamson County, Texas, a political subdivision of the State of Texas ("Owner") and _____ ("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 described 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 RFP Solicitation # 1704-158, Historic Courthouse Sidewalk Paver Project; including the specifications set forth therein, which is 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 _____ ($_____) 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 described in the RFP Solicitation # 1704-158, including the specifications set forth therein, which is incorporated herein as if copied in full.

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 by 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.

6.2 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.

6.3 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.

6.4 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.

6.5 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.

6.6 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.

6.7 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.

6.8 NO ALTERATIONS OR CHANGES SHALL BE MADE, HOWEVER, EXCEPT UPON THE WRITTEN ORDER OF THE OWNER, OR THE ODR.

6.9 Contractor shall promptly correct any defective Work at Contractor's sole expense, unless the Owner specifically agrees, in writing, to accept the Work.

6.10 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

6.11 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.

6.12 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.

6.13 Contractor shall provide warranty services for the Work for a full **12 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. at Owner's cost, will secure 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:

COVERAGE	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):

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

e. Builder's Risk Insurance
(*all risks*)

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 polices. 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 claming 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 MISCELLANEOUS 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:

WILLIAMSON COUNTY, TEXAS,
a political subdivision of the state of Texas

By: _____

Printed Name: _____

Title: _____

Date: _____

CONTRACTOR:

By: _____

Printed Name: _____

Title: _____

Date: _____

Party Representatives

Owner's Designated Representative ("ODR"):

_____
_____
_____
_____
Phone _____
Fax _____

Contractor's Designated Representative:

_____
_____
_____
_____
Phone _____
Fax _____

PROPOSAL AFFIDAVIT

This form must be completed, signed, notarized and returned with Proposal package

The undersigned certifies that the RFP and the Respondent's Proposal have been carefully reviewed and are submitted as correct and final. Respondent further certifies and agrees to furnish any and/or all goods and/or services upon which prices are extended at the price Proposal, and upon the conditions contained in the RFP.

I hereby certify that the foregoing Proposal has not been prepared in collusion with any other Respondent or other person or persons engaged in the same line of business prior to the official opening of this Proposal. Further, I certify that the Respondent is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities Proposal on, or to influence any person or persons to submit a Proposal or not to submit a Proposal thereon."

Name of Respondent:	
Address of Respondent:	
Email:	
Telephone:	
Printed Name of Person Submitting Affidavit:	
Signature of Person Submitting Affidavit:	

Cooperative Purchasing Program

Check one of the following options below. A non-affirmative Proposal will in no way have a negative impact on the County's evaluation of the Proposal.

☐	I will offer the quoted prices to all authorized entities during the term of the County's Contract.
☐	I will not offer the quoted prices to all authorized entities.

If no box is checked, the Respondent agrees to make best efforts in good faith to offer the quoted prices to all authorized entities.

BEFORE ME, the undersigned authority, a Notary Public, personally appeared _____ (*Name of Signer*), who after being by me duly sworn, did depose and say: "I, _____, (*Name of Signer*) am a duly authorized officer of/agent for _____ (*Name of Respondent*) and have been duly authorized to execute the foregoing on behalf of the said _____ (*Name of Respondent*).

SUBSCRIBED AND SWORN to before me by the above-named _____

on this the _____ day of _____, 20_____.

_____

Notary Public in and for

The State of _____

The County of _____

SIGNATURE AND NOTARY NOT REQUIRED IF COMPLETING IN BIDSYNC ELECTRONICALLY.

DEBARMENT AND LICENSING CERTIFICATION

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

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

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency:
(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
(c) Are not presently indicted for or otherwise criminally or civilly charged by a federal, state or local governmental entity with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;
(d) Have not within a three-year period preceding this application/proposal had one or more public (federal, state or local) transactions terminated for cause or default;
(e) Are registered and licensed in the State of Texas to perform the professional services which are necessary for the project; and
(f) Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

Name of Firm

Signature of Certifying Official | Title of Certifying Official

Printed Name of Certifying Official | Date

Where the Firm is unable to certify to any of the statements in this certification, such Firm shall attach an explanation to this certification.

SUBSCRIBED and sworn to before me the undersigned authority by

on this the day of , 20 , on behalf of said Firm.

Notary Public in and for the State of Texas

My commission expires:

SIGNATURE AND NOTARY NOT REQUIRED IF COMPLETING IN BIDSYNC ELECTRONICALLY.

DISCLOSURE OF LOBBYING ACTIVITIES

INSTRUCTIONS FOR COMPLETION OF FORM SF-LLL

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required within 30 days of each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 [e.g., Request for Proposal (RFP) number: Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency]. Include prefixes, e.g., RFP-DE-90-001.

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10(a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

10(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (Planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.

12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.

13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.

14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.

15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.

16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

Form CIQ

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person doing business with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.**

4 **Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.**

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

Form CIQ
Page 2

5

Name of local government officer with whom filer has affiliation or business relationship.
(Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each affiliation or business relationship.

6. Describe any other affiliation or business relationship that might cause conflict of interest:

7

Signature of person doing business with the governmental entity	Date

Signature not required if completing in BIDSYNC 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:

Question and Answers for Bid #1704-158 - Historic Courthouse Sidewalk Paver Project

Overall Bid Questions
There are no questions associated with this bid.

Commissioners Court - Regular Session **48.**

Meeting Date: 04/25/2017

Advertisement Approval RFP 1704-159 Justice Center Roof

Submitted For: Randy Barker **Submitted By:** Thomas Skiles, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing Purchasing Agent to advertise and receive sealed proposals for Roof Reconstruction / Improvements for Justice Center under RFP # 1704-159.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

RFP Package

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	04/19/2017 11:53 AM
Form Started By: Thomas Skiles		Started On: 04/19/2017 11:00 AM
Final Approval Date: 04/19/2017		

Solicitation 1704-159

Roof Reconstruction / Improvements for Justice Center

Bid Designation: Public

Williamson County, Texas

Bid 1704-159
Roof Reconstruction / Improvements for Justice Center

Bid Number	1704-159
Bid Title	Roof Reconstruction / Improvements for Justice Center
Bid Start Date	In Held
Bid End Date	May 24, 2017 3:00:00 PM CDT
Question & Answer End Date	May 19, 2017 5:00:00 PM CDT
Bid Contact	Blake Skiles Purchasing Specialist III 512-**943**-1478 blake.skiles@wilco.org
Contract Duration	**120 days**
Contract Renewal	Not Applicable
Prices Good for	**180 days**
Pre-Bid Conference	**May 11, 2017 10:00:00 AM CDT** **Attendance is optional** **Location: 901 S. Austin Ave.** **Georgetown, TX 78626**
Bid Comments	**This project is for roof improvements to the Williamson County Justice Center, Courthouse Annex, located at 405 Martin Luther King Street, Georgetown, Texas, per the specifications provided by Jim Whitten Roof consultants, LLC, and all requirements incorporated into this request for proposals.**

Item Response Form

Item	**1704-159--01-01 -** Please Attach All Documents To This Line
Quantity	**1 each**

Prices are not requested for this item.

Delivery Location **Williamson County, Texas**

No Location Specified

Qty 1

Description
Please Attach All Documents To This Line.
Please do not attach .zip files!

PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION

WILLIAMSON COUNTY PURCHASING DEPARTMENT
SOLICIATION 1704-159
Roof Reconstruction / Improvements for Justice Center

PROPOSALS MUST BE RECEIVED ON OR BEFORE:
May 24, 2017 3:00:00 PM CDT

PROPOSAL WILL BE PUBLICLY OPENED:
May 24, 2017 3:00:00 PM CDT

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 fun monies, etc.); or

B. Has a value of at least $1,000,000.

By January 1, 2016, the Texas Ethics Commission will make available on its website, a new filing application that must be used to file Form 1295. Information regarding how to use the filing application is available on the Texas Ethics Commission website at the following link:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

A Respondent must:

A. Use the online application to process the required information on Form 1295.

B. Print a copy of the form which will contain a unique certification number.

C. An authorized agent of the Respondent must sign the printed copy of the form.

D. Have the form notarized.

E. File the completed Form 1295 and certification of filing (scanning and emailing form is sufficient) with Williamson County Purchasing Agent at the time the signed Contract is submitted for approval.

After the Commissioners Court award of the contract, the County shall notify the Texas Ethics Commission, using the Texas Ethics Commission's filing application, of the receipt of the filed Form 1295 and certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The Texas Ethics Commission will post the completed Form 1295 to its website within seven business days after receiving notice from the County.

2.7 PROPOSAL SUBMITTAL DEADLINE

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

2.8 ETHICS

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

2.9 DELIVERY OF PROPOSALS

The County uses BidSync to distribute and receive bids and Proposals. It is preferred that Proposals be submitted electronically through BidSync; however, Respondents can submit a hard copy.

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

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

Williamson County Purchasing Department

Attn: **Proposal Name and Number**
901 South Austin Avenue
Georgetown, Texas 78626

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

Proposals will be opened publicly; however, in a manner to avoid public disclosure of contents, only names of Respondents will be read aloud: no pricing will be announced at the opening.

SECTION 3 - INSTRUCTIONS AND GENERAL REQUIREMENTS

3.1 INSTRUCTIONS

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

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

3.2 AMBIGUITY, CONFLICT, OR OTHER ERRORS IN THIS RFP

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

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

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

3.3 NOTIFICATION OF MOST CURRENT ADDRESS

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

3.4 SIGNATURE OF RESPONDENT

A Transmittal Letter, which shall be considered an integral part of the Proposal as stated in Section 2.3, Transmittal Letter, shall be signed by an individual who is authorized to bind the Respondent contractually.

A. If the Respondent is a Corporation or Limited Liability Company, the legal name of the Corporation or Limited Liability Company shall be provided together with the signature of the officer or officers authorized to sign on behalf of such entity.

B. If the Respondent is a General Partnership, the true name of the firm shall be provided with the signature of each partner authorized to sign.

C. If the Respondent is a Limited Partnership, the name of the Limited Partner's General Partner shall be provided with the signature of the officer authorized to sign on behalf of the General Partner.

D. If the Respondent is a Sole Proprietor(s) (individual), each Sole Proprietor(s) shall sign.

E. If signature is by an agent, other than the Sole Proprietor(s) or an officer of a Corporation, Limited

Liability Company, General Partner or a member of a General Partnership, a power of attorney equivalent document must be submitted to the Williamson County Purchasing Department.

3.5 ASSUMED BUSINESS NAME

If the Respondent operates business under an Assumed Business Name, the Respondent must have file with the Williamson County Clerk a current Assumed Name Certificate and provide a file marked copy of same prior to contract award.

3.6 ECONOMY OF PRESENTATION

Proposals should not contain promotional or display materials, except as they may directly answer in whole or in part questions contained in the RFP. Such exhibits shall be clearly marked with the applicable reference number of the question in the RFP. Proposals must address the technical requirements as specified in the RFP. All questions posed by the RFP must be answered concisely and clearly. Proposals that do not address each criterion may be, at the sole discretion of the County, rejected and not considered.

3.7 PROPOSAL OBLIGATION

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

3.8 COMPLIANCE WITH RFP SPECIFICATIONS

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

3.9 EVALUATION

The County reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFP process) that might affect the County's judgment as to the appropriateness of award to the best evaluated Respondent. This information may be appended to the Proposal evaluation process results. Information on a Respondent from reliable sources, and not within the Respondent Proposal, may also be noted and made part of the evaluation file. The County shall have sole discretion for determining the reliability of the source. The County reserves the right to conduct written and/or oral discussions/interviews after the Proposal opening. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award that is in the best interest of the County.

3.10 WITHDRAWAL OF PROPOSAL

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

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

3.11 RESPONSIBILITY

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

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

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

3.12 PURCHASE ORDERS

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

3.13 SILENCE OF SPECIFICATIONS

The apparent silence of any RFP specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

3.14 REFERENCES

Respondents shall furnish a list of contracts where similar responsibilities and goods and/or services have been required and/or performed for the past five (5) years, to include names, titles, phone numbers and email addresses of reference contacts, contract numbers and dates of performance.

Also, Respondents shall include a list of any contracts that have been cancelled or terminated within the last five (5) years, along with an explanation of the cancellation and the names, email address and phone number of a reference person with that institution.

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

References should be provided in accordance with this RFP. Proposal may not be deemed complete without the inclusion of requested references.

SECTION 4 - TERMS AND CONDITIONS

4.1 VENUE AND GOVERNING LAW

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

4.2 INCORPORATION BY REFERENCE AND PRECEDENCE

A. The Contract shall be derived from the RFP and its Addenda (if applicable), and the Respondent Proposal. In the event of a dispute under the Contract, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence:

   1. The RFP and its Addenda (if applicable); and

   2. The Respondent's Proposal.

B. In the event the County requires that an Ensuing Agreement be executed following award and a dispute arises between the terms and conditions of the Ensuing Agreement, the RFP and its Addenda (if applicable), and the Respondent's Proposal, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence:

   1. The terms and conditions of the Ensuing Agreement;

   2. The RFP and its Addenda; and

   3. The Respondent's Proposal.

4.3 OWNERSHIP OF PROPOSAL

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

4.4 DISQUALIFICATION OF RESPONDENT

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

4.5 FUNDING

The County intends to budget and make sufficient funds available and authorize funds for expenditure to finance the costs of the Contract. All Respondents understand and agree that the County's payment of

amounts under the Contract shall be contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to make payments under this Contract.

4.6 ASSIGNMENT, SUCCESSORS AND ASSIGNS

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

4.7 IMPLIED REQUIREMENTS

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

4.8 TERMINATION

A. **Termination for Cause:** The County reserves the right to terminate the Contract and/or any Ensuing Agreement(s) for default if the Successful Respondent breaches any of the Proposal specifications, terms and conditions, including warranties of the Respondent, if any, or if the Successful Respondent becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies the County may have at law or equity or as may otherwise be provided hereunder. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all other requirements to the County's satisfaction, and/or to meet all other obligations and requirements.

B. **Termination for Convenience:** The County may terminate the Contract and/or any Ensuing Agreement(s) for convenience and without cause or further liability, upon no less than thirty (30) calendar days written notice to the Successful Respondent. The County reserves the right to extend this period if it is in the best interest of the County. In the event the County exercises its right to terminate without cause, it is understood and agreed that only the amounts due to the Successful Respondent for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for the County's termination for convenience.

4.9 NON-PERFORMANCE

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

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

4.10 PROPRIETARY INFORMATION AND THE TEXAS PUBLIC INFORMATION ACT

All material submitted to the County shall become public property and subject to the Texas Public Information Act upon receipt. If a Respondent does not desire proprietary information in the Proposal to be disclosed, each page must be clearly identified and marked proprietary at time of submittal or, more preferably, all proprietary information may be placed in a folder or appendix and be clearly identified and marked as being proprietary. Failure to clearly identify and mark information as being proprietary as set forth under this provision will result in all unmarked information being deemed non-proprietary and available to the public. For all information that has not been clearly identified and marked as proprietary by the Respondent, the County may choose to place such information on the County's website and/or a similar public database without obtaining any type of prior consent from the Respondent.

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

To the extent, if any, that any provision in this RFP or in the Respondent's Proposal is in conflict with Texas Government Code, Chapter 552, as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood, and agreed, that the County, and its officers and employees, may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to the County as to whether or not the same are available to the public. It is further understood that that the County, and its officers and employees, shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that the County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to the County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

4.11 RIGHT TO AUDIT

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

4.12 TESTING AND INSPECTIONS

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

4.13 PROPOSAL PREPARATION COSTS

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

4.14 INDEMNIFICATION

The Successful Respondent shall indemnify, defend and save harmless, the County, its officials, employees, agents and agent's employees from, and against, all claims, liability, and expenses including reasonable attorneys' fees, arising from activities of the Respondent, its agents, servants or employees, performed hereunder that result from the negligent act, error, or omission of the Respondent or any of the Respondent's agents, servants or employees, as well as all claims of loss or damage to the Respondent's and the County's property, equipment, and/or supplies.

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

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

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

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

4.15 WAIVER OF SUBROGATION

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

4.16 RELATIONSHIP OF THE PARTIES

The Successful Respondent shall be an independent contractor and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions herein which may appear to give the County the right to direct the Successful Respondent as to details of doing work herein covered, or to exercise a measure of control over the work, shall be deemed to mean that the Successful Respondent shall follow the desires of the County in the results of the work only. The County shall not retain or have the right to control the Successful Respondent's means, methods or

details pertaining to the Successful Respondent's performance of the work. The County and the Successful Respondent hereby agree and declare that the Successful Respondent is an independent contractor and as such meets the qualifications of an "Independent Contractor" under Texas Workers Compensation Act, Texas Labor Code, Section 406.141, that the Successful Respondent is not an employee of the County, and that the Successful Respondent and its employees, agents and subcontractors shall not be entitled to workers compensation coverage or any other type of insurance coverage held by the County.

4.17 SOLE PROVIDER

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

4.18 FORCE MAJEURE

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

4.19 SEVERABILITY

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

4.20 EQUAL OPPORTUNITY

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

4.21 NOTICE

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

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

The Respondent: Address set out in Respondent's Transmittal Letter

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

4.22 SALES AND USE TAX EXEMPTION

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

4.23 COMPLIANCE WITH LAWS

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

4.24 INCORPORATION OF EXHIBITS, APPENDICES AND ATTACHMENTS

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

4.25 NO WAIVER OF IMMUNITIES

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

4.26 NO WAIVER

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

4.27 CURRENT REVENUES

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

4.28 BINDING EFFECT

This Contract and any Ensuing Agreement(s) shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

4.29 ASSIGNMENT

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

4.30 SAFETY

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

4.31 GENERAL OBLIGATIONS AND RELIANCE

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

4.32 CONTRACTUAL DEVELOPMENT

The Commissioners Court may award the Contract on the basis of the initial Proposals received, without any further or additional discussions. Therefore, each initial Proposal should contain the Respondent best terms and offer. The contents of the RFP and the selected Proposal will become an integral part of the Contract, but may be modified, at Williamson County's sole discretion, by provisions of an Ensuing Agreement. Therefore, the Respondent must agree to inclusion in an Ensuing Agreement of t Proposal specifications, terms and conditions of this RFP. Williamson County may, at its discretion, opt to conduct further discussions with responsible offerors and request the highest ranked firm's Best and Final Offer (BAFO).

4.33 ENTIRE AGREEMENT

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

4.34 SURVIVABILITY

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

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

4.35 PAYMENT

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

A. The date the County receives the goods under the Contract;
B. The date the performance of the service under the Contract is completed; or
C. The date the Williamson County Auditor receives an invoice for the goods or services.

Interest charges for any overdue payments shall be paid by the County in accordance with Texas Government Code, Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of the County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one (1) percent and the prime rate published in the Wall Street Journal on the first (1st) day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

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

As a minimum, invoices shall include:

A. Name, address, and telephone number of the Successful Respondent and similar information in the event the payment is to be made to a different address.

B. The County Contract, Purchase Order.

C. Identification of items or service as outlined in the Contract.

D. Quantity or quantities, applicable unit prices, total prices and total amount.

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

Payment inquiries should be directed to the following address:

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

4.36 CONTRACTUAL FORMATION AND ENSUING AGREEMENT

The RFP and the Respondent's Proposal, when properly accepted by the Commissioners Court, shall constitute a Contract equally binding between the Successful Respondent and the County. The Successful Respondent may be required by Williamson County to sign an additional Agreement containing terms necessary to ensure compliance with the RFP and Respondent's Proposal.

4.37 LEGAL LIABILITY INFORMATION

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

4.38 CONFIDENTIALITY

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

4.39 INCLEMENT WEATHER

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

4.40 AIR QUALITY

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

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

4.41 COOPERATIVE PURCHASING PROGRAM

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

4.42 PREVAILING WAGE RATES

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

Department of Labor in accordance with the United States Code, Section 276a (Davis-Bacon Act).

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

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

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

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

Within thirty-one (31) days of receipt of information concerning a violation of the Texas Government Code Chapter 2258, the County shall make an initial determination as to whether good cause exists to believe a violation occurred. The County's decision on the initial determination shall be reduced to writing and sent to the contractor or subcontractor against whom the violation was alleged, and to the affected worker. When a good cause finding is made, the County shall retain the full amounts claimed by the claimant or claimants as the difference between wages paid and wages due under the "Prevailing Wage Schedule" and any supplements thereto, together with the applicable penalties, such amounts being subtracted from successive progress payments pending a final decision on the violation.

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

If an arbitrator determines that a violation has occurred, the arbitrator shall assess and award against the contractor or subcontractor the amount of penalty as provided above and the amount owed the worker. The County may use any amounts retained hereunder to pay the worker the amount as designated in the

arbitration award. If the County has not retained enough from the contractor or subcontractor to pay the worker in accordance with the arbitration award, the worker has a right of action against the contractor and subcontractor as appropriate, and the surety of either to receive the amount owed, attorneys' fees and court costs. The contractor shall promptly furnish a copy of the arbitration award to the County.

Money retained pursuant to the provisions above shall be used to pay the claimant or claimants the difference between the amount the worker received in wages for labor on the project at the rate paid by the contractor or subcontractor and the amount the worker would have received at the general prevailing wage rate as provided by the agreement of the claimant and the contractor or subcontractor affected, or in the arbitrator's award. The full statutory penalty of sixty dollars ($60.00) per calendar day of violation per worker shall be retained by Williamson County to offset its administrative costs, pursuant to Texas Government Code, Section, 2258.023. Any retained funds in excess of these amounts shall be paid to the contractor on the earlier of the next progress payment or final payment. Provided, however, that the County shall have no duty to release any funds to either the claimant or the contractor until it has received the notices of agreement or the arbitration award as provided under the provision herein-above.

4.43 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.

ROOF IMPROVEMENTS for WILLIAMSON COUNTY
JUSTICE CENTER COURTHOUSE ANNEX,
405 MARTIN LUTHER KING STREET 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, 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**

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. Respondent shall provide a sample manufacturer's twenty year no dollar limit (NDL) Warranty Guarantee.
3. 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.
4. 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.
5. 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 garuntee that it can and will continue daily performance until the work is fully completed.

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 following criteria will be used to further evaluate those qualified respondents that have met all required qualifications:**
    a. **Qualifications (30 Points) / 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.**
    b. **Manufacturer References (20 Points) / 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.**
    c. **Project References (20 Points) / Respondent must submit a list of a minimum of three (3) projects that the respondent has 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.**
    d. **Price (30 Points)**
3. **The qualified respondent that provides the County with the best overall value will be selected.**
4. **Contract negotiations may also be a part of the selection process.**

PROJECT MANUAL
ROOF IMPROVEMENTS – 2016
WILLIAMSON COUNTY
JUSTICE CENTER
COURTHOUSE ANNEX

405 MARTIN LUTHER KING STREET
GEORGETOWN, TEXAS 78626



Prepared by:
JIM WHITTEN ROOF CONSULTANTS, LLC
+
TEJAS DESIGN, LLC
P.O. BOX 200925 – AUSTIN, TEXAS 78720

REGISTERED ARCHITECT
DON HURST
12057
STATE OF TEXAS
12/01/16

December 1, 2016

DISCLOSURE STATEMENT

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JIM WHITTEN ROOF CONSULTANTS, LLC ROOF IMPROVEMENTS-2016
WILLIAMSON COUNTY JUSTICE CENTER COURTHOUE ANNEX 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, *Senior Consultant* E-mail: jim@jimwhitten.com	Mobile: 512.914.4943
	Rob Hernandez, *Senior Consultant* Email: rob@jimwhitten.com	Mobile: 512.963.4995
	Wayne Carriker, Project Manager Email: wayne@jimwhitten.com	Mobile: 512.596.6440
	Ted Miears, *Field Technician* E-mail: ted@jimwhitten.com	Mobile: 512-750-5916
	Jeremy Fabinski, *Cadd Operator* E-mail: jeremy@jimwhitten.com	Mobile: 903-360-1072

END OF PROJECT DIRECTORY

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

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.

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

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

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.

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

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

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

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)

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

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.

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

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:

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.

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

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

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 so labeled.

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

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:

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,

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

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.

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

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.

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

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.

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 deckopening.

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 sitedaily.

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 cleancondition.

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

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.

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

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

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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.

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 SystemWarranty.

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

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

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.

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 w i t h o u t 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.

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.

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

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 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

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.

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 t h e 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.

D. Provide a minimum of two (2) side lap seam "tear" samples, indicating compliant seaming as indicated by exposed scrim in lap "tear".
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.

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

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.

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.

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.

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 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

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

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.

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

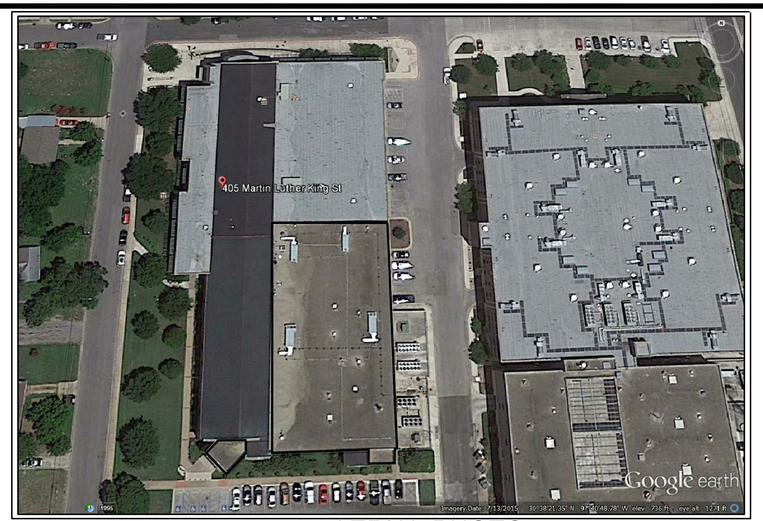
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ROOF IMPOROVEMENTS-2016
WILLIAMSON COUNTY JUSTICE CENTER
COURTHOUSE ANNEX

405 MARTIN LUTHER KING STREET
GEORGETOWN, TEXAS 78726



VICINITY MAP
Source: Google Maps (No Scale)



AERIAL PHOTO
Source: Google Earth Pro (No Scale)

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R-2.0		ROOF PLAN
R-3.0		ROOF DETAILS
R-3.1		ROOF DETAILS

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ROOF IMPROVEMENTS - 2016
WILLIAMSON COUNTY JUSTICE CENTER COURTHOUSE ANNEX
405 Martin Luther King Street
GEORGETOWN, TEXAS 78626

REVISIONS

REGISTERED ARCHITECT
DON HURST
12057
STATE OF TEXAS
12/01/16

DATE 12/01/16
SCALE AS SHOWN
SHEET NO.
R-0.0

4/19/2017 9:54 AM

Bid 1704-159

Williamson County, Texas

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 ½".

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 ¼" High Density polyiso insulation, fully adhered to top layer of 1.5" ISO.
5. Fully adhere 60-mil TPO roof membrane and flashings over ¼" 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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AUSTIN, TEXAS 78720
PHONE: (512) 250-0999 FAX: (512) 250-9711

ROOF IMPROVEMENTS - 2016
WILLIAMSON COUNTY JUSTICE CENTER COURTHOUSE ANNEX
405 Martin Luther King Street
GEORGETOWN, TEXAS 78626

REVISIONS

REGISTERED ARCHITECT
DON HURST
12057
STATE OF TEXAS
12/01/16

DATE 12/01/16
SCALE AS SHOWN
SHEET NO.
R-1.0

4/19/2017 9:54 AM

Bid 1704-159
Williamson County, Texas

ROOF PLAN LEGEND

- X — ROOF AREAS INCLUDED IN SCOPE
- EXHAUST FAN ON CURB
- SLOPE — DIRECTION OF SLOPE
- CONDENSATE DRAIN LINE
- GAS — GAS LINE
- E — E — CONDUIT LINE
- ROOFTOP UNIT ON CURB
- PLUMBING DRAIN PIPE
- OVERPLOW DRAIN
- PRIMARY ROOF DRAIN WITH 4'X4'X¼" 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

EXISTING MOD BIT ROOF - NIC

COPPER STANDING SEAM ROOF - NIC

COPPER STANDING SEAM ROOF - NIC

KEY NOTES:

1. 1 FABRICATE AND INSTALL NEW COPPER COUNTER FLASHING TO MATCH DETAIL 2/R3.0.
2. 2 INSTALL NEW CURBS AND ELECTRICAL DISCONNECT ASSEMBLES AND ASSOCIATED FLASHIING MINIMUM 24" FROM EXHAUST FAN CURBS, TYPICAL. MODIFY ELECTRICAL LINE / CONDUIT TO ACCOMMODATE IN CREASED DISTANCE FROM CONNECTING UNITS.

1 WILLIAMSON COUNTY JUSTICE CENTER COURTHOUSE ANNEX ROOF PLAN

SCALE: 3/32"=1'-0"

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ROOF IMPROVEMENTS - 2016
WILLIAMSON COUNTY JUSTICE CENTER COURTHOUSE ANNEX
405 Martin Luther King Street
GEORGETOWN, TEXAS 78626

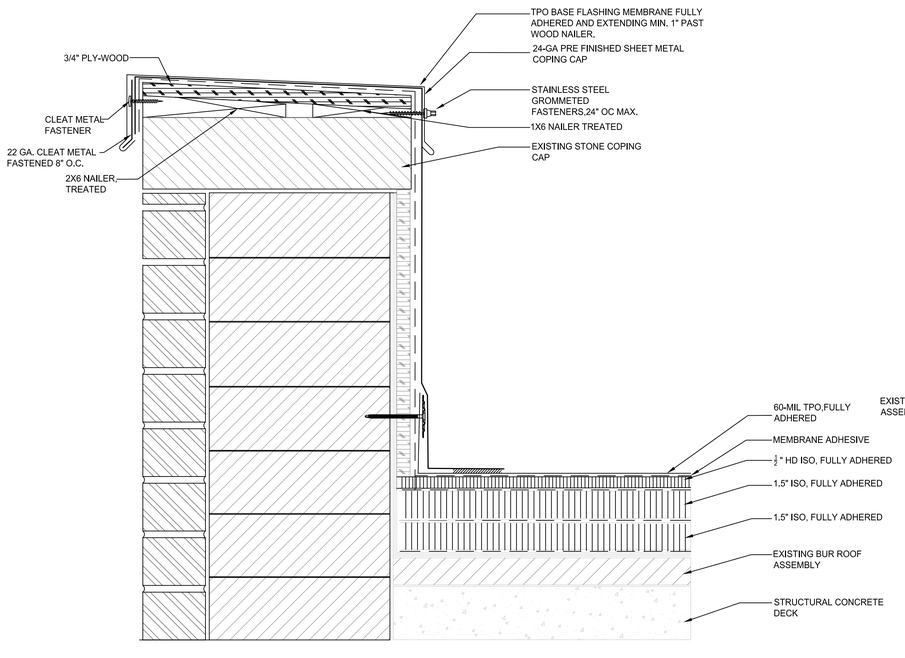
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REGISTERED ARCHITECT DON HURST 12057 STATE OF TEXAS
12/01/16

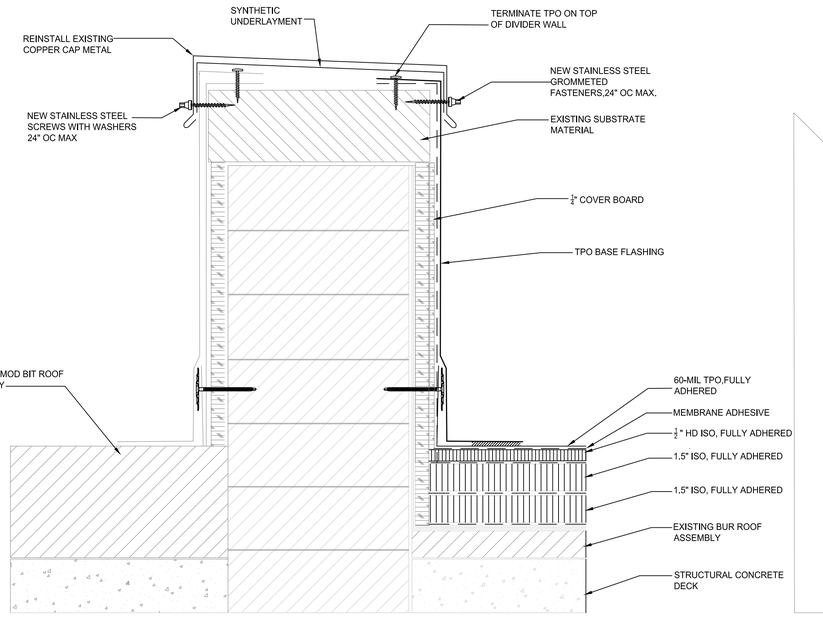
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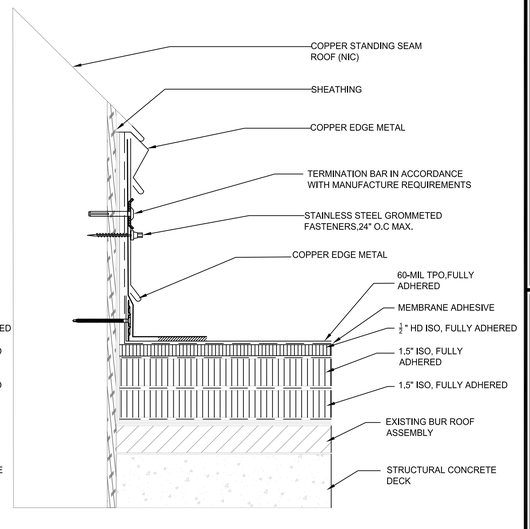
Bid 1704-159
Williamson County, Texas
p. 83



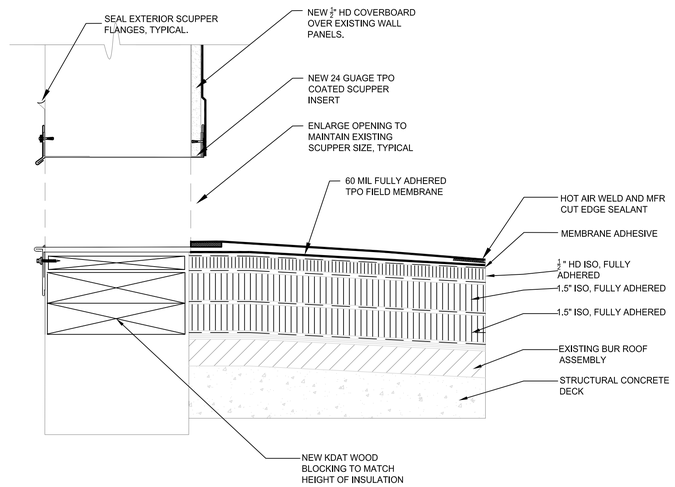
1 EXISTING ROOF ASSEMBLY
SCALE: 3"=1-'0"



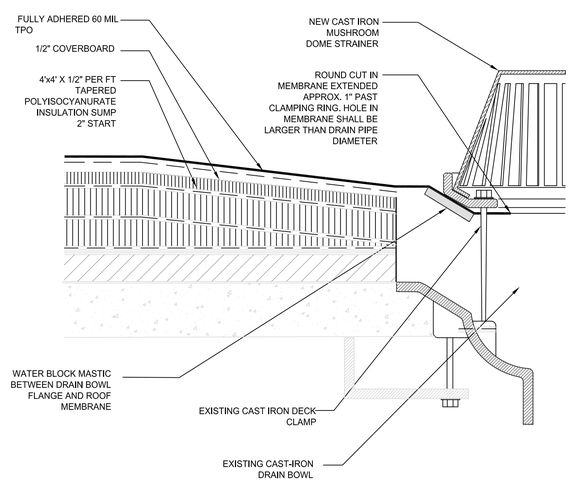
2 AREA DIVDER WALL
SCALE: 3"=1-'0"



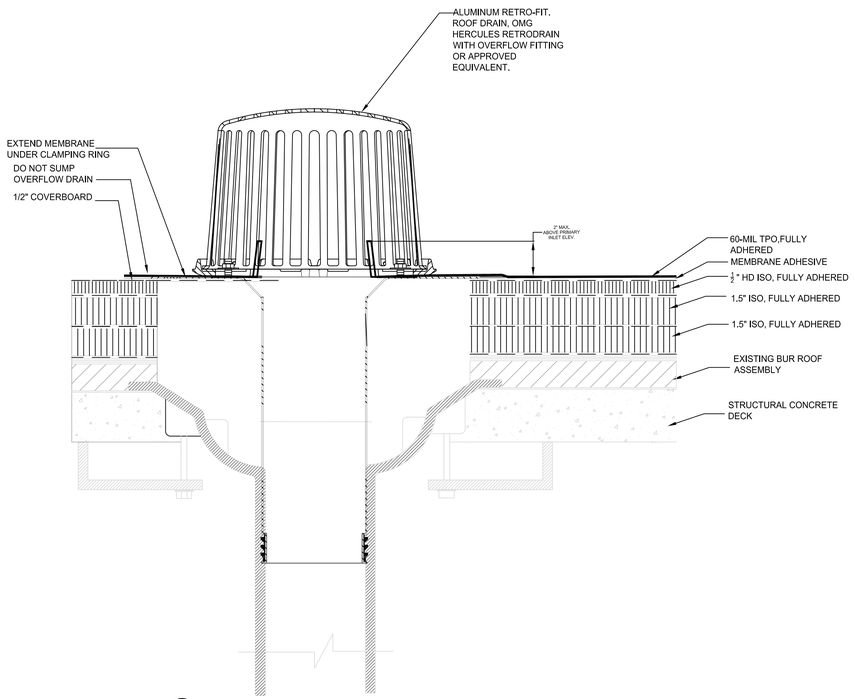
3 FLASHING DETAIL AT RISE WALLS
SCALE: 3"=1'-0"



4 THRU WALL ROOF SCUPPER
SCALE: NTS



5 SUMPED ROOF DRAIN
SCALE: NTS



6 OVERFLOW ROOF DRAIN
SCALE: NTS

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WILLIAMSON COUNTY JUSTICE CENTER COURTHOUSE ANNEX
405 Martin Luther King Street
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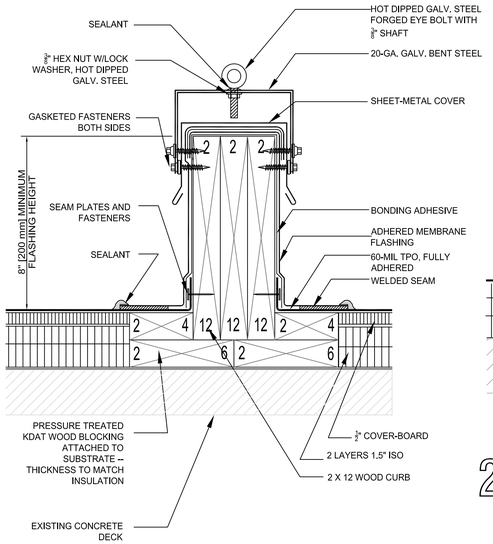
REVISIONS

REGISTERED ARCHITECT DON HURST 12057 STATE OF TEXAS
12/01/16

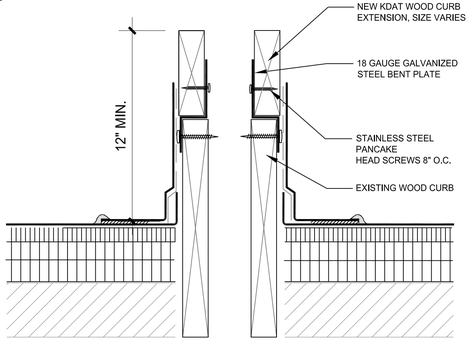
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SHEET NO.
R-3.0

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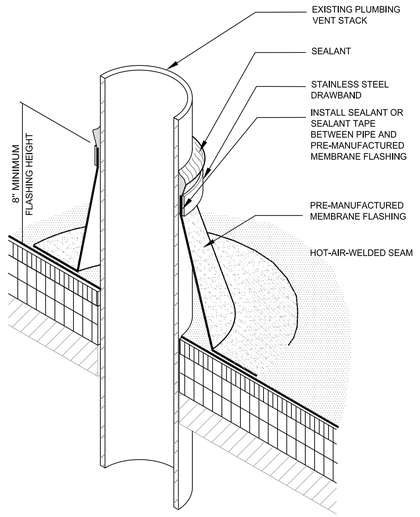
Bid 1704-159
Williamson County, Texas



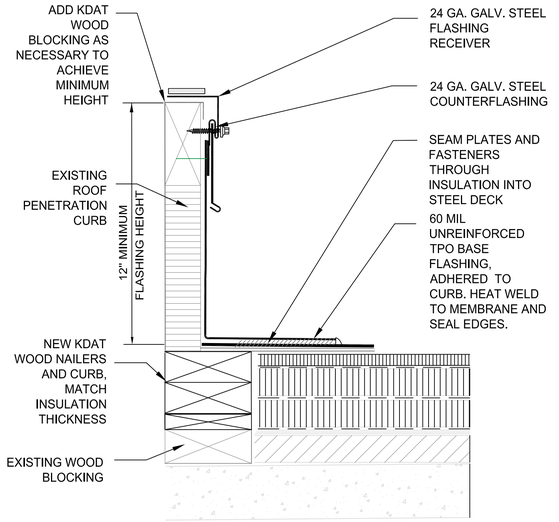
1 LIGHTWEIGHT EQUIPMENT SUPPORT CURB
SCALE: 3"= 1'



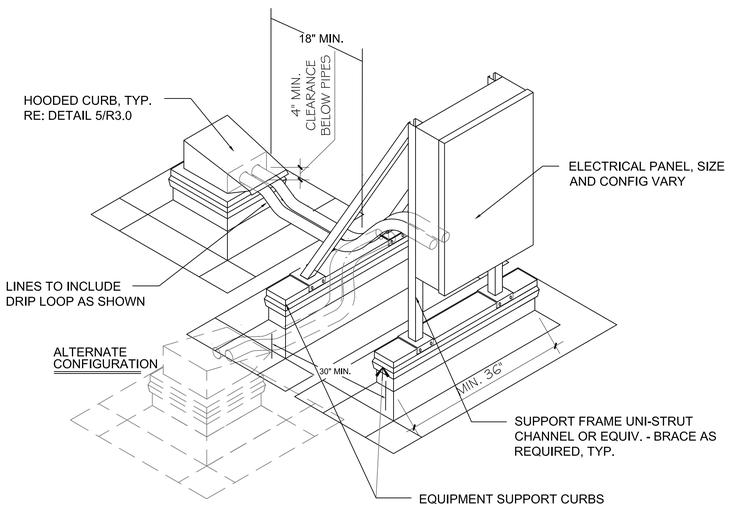
2 EXISTING CURBS - CURB EXTENSION
SCALE: 3"= 1'



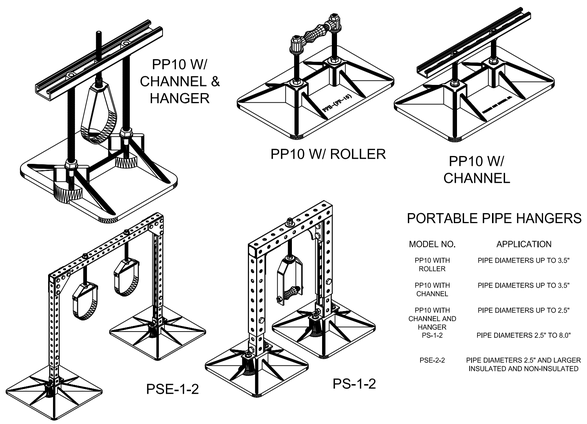
3 PRE-MFD PLUMBING VENT FLASHING
SCALE: 3"= 1'



4 EXISTING EQUIPMENT CURB FLASING
SCALE: N.T.S



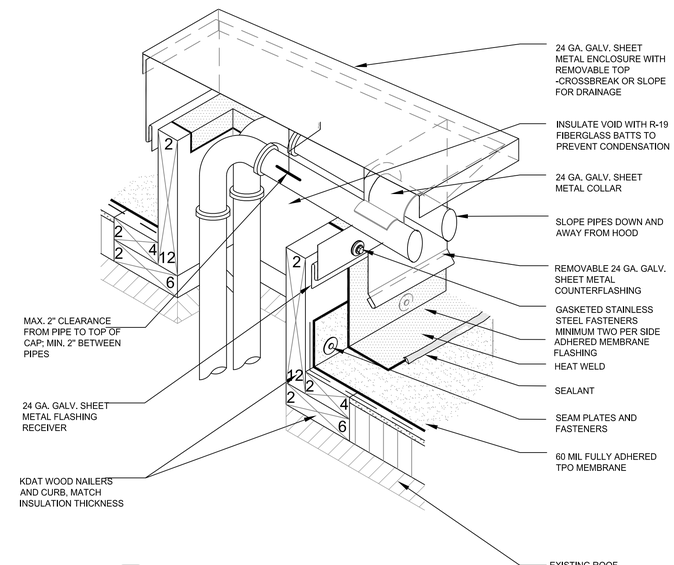
5 ELETRICAL DISCONNECT CURB FLASHING
SCALE: N.T.S.



PORTABLE PIPE HANGERS

MODEL NO,	APPLICATION
PP10 WITH ROLLER	PIPE DIAMETERS UP TO 3.5"
PP10 WITH CHANNEL	PIPE DIAMETERS UP TO 3.5"
PP10 WITH CHANNEL AND HANGER PS-1-2	PIPE DIAMETERS UP TO 2.5"
	PIPE DIAMETERS 2.5" TO 8.0"
PSE-2-2	PIPE DIAMETERS 2.5" AND LARGER INSULATED AND NON-INSULATED

6 ROOFTOP PIPE SUPPORTS
SCALE: N.T.S.



7 PIPE/CONDUIT PENETRATION CURB
SCALE: N.T.S.

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ROOF IMPROVEMENTS - 2016
WILLIAMSON COUNTY JUSTICE CENTER COURTHOUSE ANNEX
405 Martin Luther King Street
GEORGETOWN, TEXAS 78626

REVISIONS

REGISTERED ARCHITECT DON HURST 12057 STATE OF TEXAS
12/01/16

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R-3.1

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PROPOSAL COST BREAKDOWN

ROOF IMPROVEMENTS for
WILLIAMSON COUNTY
JUSTICE CENTER COURTHOUSE ANNEX,
405 MARTIN LUTHER KING STREET GEORGETOWN, TEXAS

Please complete all section below:

1.0	ITEM	DESCRIPTION	Total Costs
1.1	JUSTICE CENTER		
1.2	Total costs for roof improvements, per specifications for Justice Center	Per all specifications provided by Jim Whitten Roof Consultants	$
1.3	Contingency Fee for Justice Center		$ 5,000
	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	Payment and Performance Bonds	Cos t as a percentage of Contract Cost _____%	

3.0 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 _____ ("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 described 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 RFP Solicitation # 1704-159, Roof Reconstruction / Improvements for Justice Center; including the specifications set forth therein, which is 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 _____ ($_____) 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 described in the RFP Solicitation # 1704-159, including the specifications set forth therein, which is incorporated herein as if copied in full.

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 by 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.

6.2 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.

6.3 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.

6.4 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.

6.5 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.

6.6 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.

6.7 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.

6.8 NO ALTERATIONS OR CHANGES SHALL BE MADE, HOWEVER, EXCEPT UPON THE WRITTEN ORDER OF THE OWNER, OR THE ODR.

6.9 Contractor shall promptly correct any defective Work at Contractor's sole expense, unless the Owner specifically agrees, in writing, to accept the Work.

6.10 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

6.11 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.

6.12 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.

6.13 Contractor shall provide warranty services for the Work for a full **12 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. at Owner's cost, will secure 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:

COVERAGE	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):

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

e. Builder's Risk Insurance (*all risks*)

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 polices. 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 claming 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 MISCELLANEOUS 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:

WILLIAMSON COUNTY, TEXAS,
a political subdivision of the state of Texas

By: _____

Printed Name: _____

Title: _____

Date: _____

CONTRACTOR:

By: _____

Printed Name: _____

Title: _____

Date: _____

Party Representatives

Owner's Designated Representative ("ODR"):

_____
_____
_____
_____
Phone _____
Fax _____

Contractor's Designated Representative:

_____
_____
_____
_____
Phone _____
Fax _____

PROPOSAL AFFIDAVIT

This form must be completed, signed, notarized and returned with Proposal package

The undersigned certifies that the RFP and the Respondent's Proposal have been carefully reviewed and are submitted as correct and final. Respondent further certifies and agrees to furnish any and/or all goods and/or services upon which prices are extended at the price Proposal, and upon the conditions contained in the RFP.

I hereby certify that the foregoing Proposal has not been prepared in collusion with any other Respondent or other person or persons engaged in the same line of business prior to the official opening of this Proposal. Further, I certify that the Respondent is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities Proposal on, or to influence any person or persons to submit a Proposal or not to submit a Proposal thereon."

Name of Respondent:	
Address of Respondent:	
Email:	
Telephone:	
Printed Name of Person Submitting Affidavit:	
Signature of Person Submitting Affidavit:	

Cooperative Purchasing Program

Check one of the following options below. A non-affirmative Proposal will in no way have a negative impact on the County's evaluation of the Proposal.

☐	I will offer the quoted prices to all authorized entities during the term of the County's Contract.
☐	I will not offer the quoted prices to all authorized entities.

If no box is checked, the Respondent agrees to make best efforts in good faith to offer the quoted prices to all authorized entities.

BEFORE ME, the undersigned authority, a Notary Public, personally appeared _____ (*Name of Signer*), who after being by me duly sworn, did depose and say: "I, _____, (*Name of Signer*) am a duly authorized officer of/agent for _____ (*Name of Respondent*) and have been duly authorized to execute the foregoing on behalf of the said _____ (*Name of Respondent*).

SUBSCRIBED AND SWORN to before me by the above-named _____

on this the _____ day of _____, 20_____.

_____

Notary Public in and for

The State of _____

The County of _____

SIGNATURE AND NOTARY NOT REQUIRED IF COMPLETING IN BIDSYNC ELECTRONICALLY.

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:

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

Form CIQ

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person doing business with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.**

4 **Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.**

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

Form CIQ
Page 2

5 **Name of local government officer with whom filer has affiliation or business relationship.**
(Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each affiliation or business relationship.

6. Describe any other affiliation or business relationship that might cause conflict of interest:

7

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 BIDSYNC ELECTRONICALLY.

Question and Answers for Bid #1704-159 - Roof Reconstruction / Improvements for Justice Center

Overall Bid Questions
There are no questions associated with this bid.

Commissioners Court - Regular Session **49.**

Meeting Date: 04/25/2017

Southwest Bypass Access Route IFB 1702-148

Submitted For: Randy Barker **Submitted By:** Dianne West, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on awarding IFB # 1702-148 Southwest Bypass Access Route to the lowest and best bidder, Jordan Foster Construction, as recommended by HNTB Corporation.

Background

This contract is for grading a temporary access road into ROW for a roadway within the Texas Crushed Stone Quarry. Eight bids were received with the lowest bid received from Jordan Foster Construction for $204,000.00 which is 24.5% lower than the Engineer's estimate of $270,200.00.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Jordan Foster 1295

Engineer Contract Award Recommendation

HNTB Contractor Award Recommendation

HNTB Bid Analysis

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	04/20/2017 10:04 AM
Form Started By: Dianne West		Started On: 04/19/2017 03:29 PM
Final Approval Date: 04/20/2017		

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2017-192398

Date Filed:
04/13/2017

Date Acknowledged:

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

Jordan Foster Construction, LLC
Pflugerville, 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.

1702-148
Southwest Bypass Access Route

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

5 Check only if there is NO Interested Party. [X]

6 AFFIDAVIT

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

CORY STEPHEN SHARP
Notary Public, State of Texas
My Commission Expires
October 28, 2019

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Matthew Gold, this the 18 day of April, 20 17, to certify which, witness my hand and seal of office.

Signature of officer administering oath	Printed name of officer administering oath	Title of officer administering oath
	Cory Sharp	Operations Manager - Office

April 12, 2017

Williamson County – Purchasing Department
901 South Austin Ave.
Georgetown, TX 78626

HNTB Corporation
101 East Old Settlers Blvd. Suite 100
Round Rock, TX 78664

Reference: P243 Southwest Bypass Access Route
Solicitation No. 1702-148
Recommendation to Award Contract

On April 12, 2017, the Williamson County Purchasing department received bids from eight (8) contractors for the SW Bypass Driveway Approaches project. A tabulation of the 8 responsive bids and the Engineer's Estimate is enclosed. The apparent low bidder was Jordan Foster Construction, LLC. A tabulation of the eight bids showed no mathematical errors and therefore HDR Engineering, Inc. recommends that Williamson County award this contract to Jordan Foster Construction, LLC.

The low bid received by Jordan Foster Construction is $ 204,000.00 which is 24.5% lower than the Engineer's Estimate of $ 270,200.00. Both totals include a Force Account line item in the amount of $50,000.00.

Please contact me if you have any questions regarding the award of this construction contract.

Sincerely,

HDR Engineering, Inc.
Jacob E. Walker, P.E.

HNTB Corporation
The HNTB Companies
Engineers Architects Planners

101 E. Old Settlers Blvd
Suite 100
Round Rock, TX 78664

Telephone (512) 744-9082
www.hntb.com

April 17, 2017

Williamson County Purchasing Department
901 S. Austin Ave
Georgetown, Texas 78626

Attention: Kerstin Hancock
Deputy Purchasing Agent

Re: Williamson County Road Bond Program
Southwest Bypass Access Route
Williamson County Project No. 1702-148
Recommendation of Contractor Award

Dear Ms. Hancock,

Please find attached the bid tabulations for the subject-referenced project. The bids have been reviewed and none of the bids had to be adjusted for correctness. The bids are therefore accepted with Jordan Foster Construction being the low bidder. Following is a summary of the bid totals:

1.	Jordan Foster Construction	$204,000.00
2.	Chasco Constructors	$224,850.00
3.	Cox Commercial Construction	$240,500.00
4.	Central Road and Utility	$268,787.50
5.	Jimmy Evans Company	$306,000.00
6.	MA Smith Contracting	$412,000.00
7.	Ranger Excavating	$425,000.00
8.	Austin Engineering	$476,500.00

The Contractor's low bid is $66,200.00 below the Engineer's Estimate, a cost saving of 24.5%.

In addition to meeting the bid qualifications subject to being low bidder, Jordan Foster Construction has performed work on other Road Bond Program projects including RM 620 Safety Improvements, Wyoming Springs Drive and CR 175 Ph 2A. Based on the quality of work performed by the Contractor, we recommend award of the Southwest Bypass Access Route construction contract to Jordan Foster Construction in the contract amount of $204,000.00.

Please feel free to contact our office with any questions.

Respectfully Submitted,

HNTB Corporation



James Klotz, P.E.

VIA E-MAIL

Attachments: Bid Tabulation Analysis

Cc: Judge Gattis, Williamson County Judge
Commissioner Cook, Williamson County, Pct. 1
Commissioner Long, Williamson County, Pct. 2
Commissioner Covey, Williamson County, Pct. 3
Commissioner Madsen, Williamson County Pct. 4
Robert Daigh, Williamson County
Terron Evertson, Williamson County
Mike Weaver, Prime Strategies, Inc.
Richard Ridings, HNTB Corporation

Williamson County Road Bond Program
1702-148 - Southwest Bypass Access Route
HNTB Bid Tabulation
April 12, 2017

Bid Comparison

Bidder	Bid Amount	Rank	Difference from Engineer's Estimate ($)	Difference from Engineer's Estimate (%)	Difference from Low Bid ($)	Difference from Low Bid (%)
Jordan Foster Construction	$204,000.00	1	($66,200.00)	-24.5%	-	-
Chasco Constructors, LTD, LLP	$224,850.00	2	($45,350.00)	-16.8%	$ 20,850.00	10.2%
Cox Commercial Construction	$240,500.00	3	($29,700.00)	-11.0%	$ 36,500.00	17.9%
Central Road and Utility, Limited	$268,787.50	4	($1,412.50)	-0.5%	$ 64,787.50	31.8%
Jimmy Evans Company	$306,000.00	5	$35,800.00	13.2%	$ 102,000.00	50.0%
MA Smith Contracting	$412,000.00	2	$141,800.00	52.5%	$ 208,000.00	102.0%
Ranger Excavating	$425,000.00	3	$154,800.00	57.3%	$ 221,000.00	108.3%
Austin Engineering	$476,500.00	4	$206,300.00	76.4%	$ 272,500.00	133.6%

Williamson County Road Bond Program
1702-148 - Southwest Bypass Access Route
HNTB Bid Tabulation
April 12, 2017

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Engineer's Estimate		Jordan Foster Construction		Chasco Constructors, LTD, LLP		Cox Commercial Construction	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
1	156-WC01	BULLDOZER WORK (MIN. SIZE CAT D8 OR EQUAL)	40	DAY	$ 1,900.00	$ 76,000.00	$ 1,750.00	$ 70,000.00	$ 1,350.00	$ 54,000.00	$ 1,600.00	$ 64,000.00
2	158-WC01	SPECIALIZED EXCAVATION WORK (HYD EXCAVATOR - MIN. SIZE CAT 335 OR EQUAL; WITH HOE-RAM & BUCKET)	40	DAY	$ 1,900.00	$ 76,000.00	$ 1,200.00	$ 48,000.00	$ 1,250.00	$ 50,000.00	$ 1,500.00	$ 60,000.00
3	158-WC02	SPECIALIZED EXCAVATION WORK (FRONT-END LOADER - MIN. SIZE CAT 950 OR EQUAL)	40	DAY	$ 1,000.00	$ 40,000.00	$ 800.00	$ 32,000.00	$ 620.00	$ 24,800.00	$ 850.00	$ 34,000.00
4	500-WC01	MOBILIZATION (INCL/ BONDS & INSURANCE)	1	LS	$ 19,200.00	$ 19,200.00	$ 3,000.00	$ 3,000.00	$ 39,500.00	$ 39,500.00	$ 20,000.00	$ 20,000.00
5	500-WC02	MOBILIZATION (BULLDOZER)	1	LS	$ 3,000.00	$ 3,000.00	$ 500.00	$ 500.00	$ 5,150.00	$ 5,150.00	$ 5,000.00	$ 5,000.00
6	500-WC03	MOBILIZATION (HYD-EXCAVATOR)	1	LS	$ 3,000.00	$ 3,000.00	$ 250.00	$ 250.00	$ 900.00	$ 900.00	$ 5,000.00	$ 5,000.00
7	500-WC04	MOBILIZATION (FRONT-END LOADER)	1	LS	$ 3,000.00	$ 3,000.00	$ 250.00	$ 250.00	$ 500.00	$ 500.00	$ 2,500.00	$ 2,500.00
NON-BID ITEMS TO BE INCLUDED IN BID AND CONTRACT AMOUNT												
8	999-WC01	FORCE ACCOUNT	50,000	DOL	$1.00	$50,000.00	$1.00	$50,000.00	$1.00	$50,000.00	$1.00	$50,000.00
		TOTAL COST ADJUSTED FOR CORRECTNESS				**$270,200.00**		**$204,000.00**		**$224,850.00**		**$240,500.00**
		ACTUAL BID PROPOSAL				$270,200.00		$204,000.00		$224,850.00		$240,500.00
		ADJUSTMENT DIFFERENCE				$0.00		$0.00		$0.00		$0.00
		Bid Bond					Yes		Yes		Yes	
		Bid Affidavit					Yes		Yes		Yes	
		Conflict of Interest Questionnaire					Yes		Yes		Yes	
		Bidder References (Minimum of Three)					Yes		Yes		Yes	

Williamson County Road Bond Program
1702-148 - Southwest Bypass Access Route
HNTB Bid Tabulation
April 12, 2017

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Central Road and Utility, Limited		Jimmy Evans Company		MA Smith Contracting		Ranger Excavating	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
1	156-WC01	BULLDOZER WORK (MIN. SIZE CAT D8 OR EQUAL)	40	DAY	$ 1,955.00	$ 78,200.00	$ 2,250.00	$ 90,000.00	$ 1,500.00	$ 60,000.00	$ 3,400.00	$ 136,000.00
2	158-WC01	SPECIALIZED EXCAVATION WORK (HYD EXCAVATOR - MIN. SIZE CAT 335 OR EQUAL; WITH HOE-RAM & BUCKET)	40	DAY	$ 1,610.00	$ 64,400.00	$ 2,350.00	$ 94,000.00	$ 1,300.00	$ 52,000.00	$ 3,300.00	$ 132,000.00
3	158-WC02	SPECIALIZED EXCAVATION WORK (FRONT-END LOADER - MIN. SIZE CAT 950 OR EQUAL)	40	DAY	$ 1,322.50	$ 52,900.00	$ 1,350.00	$ 54,000.00	$ 1,000.00	$ 40,000.00	$ 2,000.00	$ 80,000.00
4	500-WC01	MOBILIZATION (INCL/ BONDS & INSURANCE)	1	LS	$ 17,250.00	$ 17,250.00	$ 12,500.00	$ 12,500.00	$ 30,000.00	$ 30,000.00	$ 12,000.00	$ 12,000.00
5	500-WC02	MOBILIZATION (BULLDOZER)	1	LS	$ 2,300.00	$ 2,300.00	$ 2,000.00	$ 2,000.00	$ 60,000.00	$ 60,000.00	$ 5,000.00	$ 5,000.00
6	500-WC03	MOBILIZATION (HYD-EXCAVATOR)	1	LS	$ 2,012.50	$ 2,012.50	$ 2,000.00	$ 2,000.00	$ 60,000.00	$ 60,000.00	$ 5,000.00	$ 5,000.00
7	500-WC04	MOBILIZATION (FRONT-END LOADER)	1	LS	$ 1,725.00	$ 1,725.00	$ 1,500.00	$ 1,500.00	$ 60,000.00	$ 60,000.00	$ 5,000.00	$ 5,000.00
NON-BID ITEMS TO BE INCLUDED IN BID AND CONTRACT AMOUNT												
8	999-WC01	FORCE ACCOUNT	50,000	DOL	$1.00	$50,000.00	$1.00	$50,000.00	$1.00	$50,000.00	$1.00	$50,000.00
		TOTAL COST ADJUSTED FOR CORRECTNESS				**$268,787.50**		**$306,000.00**		**$412,000.00**		**$425,000.00**
		ACTUAL BID PROPOSAL				$268,787.50		$306,000.00		$412,000.00		$425,000.00
		ADJUSTMENT DIFFERENCE				$0.00		$0.00		$0.00		$0.00
		Bid Bond			Yes		Yes		Yes		Yes	
		Bid Affidavit			Yes		Yes		Yes		Yes	
		Conflict of Interest Questionnaire			Yes		Yes		Yes		Yes	
		Bidder References (Minimum of Three)			Yes		Yes		Yes		Yes	

Williamson County Road Bond Program
1702-148 - Southwest Bypass Access Route
HNTB Bid Tabulation
April 12, 2017

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Austin Engineering	
					UNIT COST	AMOUNT BID
1	156-WC01	BULLDOZER WORK (MIN. SIZE CAT D8 OR EQUAL)	40	DAY	$ 3,850.00	$ 154,000.00
2	158-WC01	SPECIALIZED EXCAVATION WORK (HYD EXCAVATOR - MIN. SIZE CAT 335 OR EQUAL; WITH HOE-RAM & BUCKET)	40	DAY	$ 3,400.00	$ 136,000.00
3	158-WC02	SPECIALIZED EXCAVATION WORK (FRONT-END LOADER - MIN. SIZE CAT 950 OR EQUAL)	40	DAY	$ 2,300.00	$ 92,000.00
4	500-WC01	MOBILIZATION (INCL/ BONDS & INSURANCE)	1	LS	$ 10,000.00	$ 10,000.00
5	500-WC02	MOBILIZATION (BULLDOZER)	1	LS	$ 12,000.00	$ 12,000.00
6	500-WC03	MOBILIZATION (HYD-EXCAVATOR)	1	LS	$ 12,000.00	$ 12,000.00
7	500-WC04	MOBILIZATION (FRONT-END LOADER)	1	LS	$ 10,500.00	$ 10,500.00

NON-BID ITEMS TO BE INCLUDED IN BID AND CONTRACT AMOUNT

8	999-WC01	FORCE ACCOUNT	50,000	DOL	$1.00	$50,000.00
		TOTAL COST ADJUSTED FOR CORRECTNESS				**$476,500.00**
		ACTUAL BID PROPOSAL				$476,500.00
		ADJUSTMENT DIFFERENCE				$0.00
		Bid Bond				Yes
		Bid Affidavit				Yes
		Conflict of Interest Questionnaire				Yes
		Bidder References (Minimum of Three)				Yes

Commissioners Court - Regular Session **50.**

Meeting Date: 04/25/2017

EMS vehicles

Submitted By: Jayme Jasso, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving the purchase of (4) Type 1 Custom Series, Ford F450 DRW Ambulances for Williamson County EMS per HGAC contract AM10-16 in the amount of $912,672.00.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

EMS Ambulances

EMS Ambulances 1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	04/20/2017 11:51 AM
Form Started By: Jayme Jasso		Started On: 04/20/2017 11:12 AM
Final Approval Date: 04/20/2017		

HGACBuy	CONTRACT PRICING WORKSHEET For MOTOR VEHICLES Only	Contract No.:	AM10-16	Date Prepared:	04/11/17

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	Williamson County	**Contractor:**	Siddon-Martin Emergency Group
Contact Person:	Mike Knipstein	**Prepared By:**	Travis Tatsch
Phone:	512-943-1224	**Phone:**	210-823-9584
Fax:		**Fax:**	210-247-6179
Email:	mknipstein@wilco.org	**Email:**	ttatsch@siddons-martin.com

Product Code:	**CCA02**	**Description:**	**Type I Custom Series, Ford F450 DRW**

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: $138,142.00

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
Please see Attached			
		Subtotal From Additional Sheet(s):	$78,045.00
		Subtotal B:	$78,045.00

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
Please see Attached			
		Subtotal From Additional Sheet(s):	$27,731.00
		Subtotal C:	$27,731.00

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).	**For this transaction the percentage is:**	12.83%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	**4**	**X Subtotal of A + B + C:**	243918	**=**	**Subtotal D:**	$975,672.00

E. H-GAC Order Processing Charge (Amount Per Current Policy)	**Subtotal E:**	$1,000.00

F. Trade-Ins / Other Allowances / Special Discounts / Freight / Installation

Description	Cost	Description	Cost
2013 Ford F450 WC type I	**-$16,000.00**	**2014 Ford F450 WC type I**	**-$16,000.00**
2013 Ford F450 WC type I	**-$16,000.00**		
2012 Ford F450 WC type I	**-$16,000.00**	**Subtotal F:**	-$64,000.00

Delivery Date: **90-120 days aft rcpt of chassis**

G. Total Purchase Price (D+E+F): $912,672.00

HGACBuy THE SMART PURCHASING SOLUTION

Pulse Number	Qty	Description	Published Options	Unpublished Options
27	1	Rear Suspension - Liquid Spring	$10,250.00	
30	1	Crill Guard Rhino Chrome	$2,995.00	
54	1	Power Door Locks - Module Entry Doors,W/Hidden Switch	$1,100.00	
59	1	Super Loop Entry Step	$525.00	
79	1	Pass Through Opening	$1,250.00	
81	1	exterior compartment modification (each) F compt	$1,150.00	
81	1	exterior compartment modification (each) E compt	$1,150.00	
85	1	Power Door Locks - Exterior Compartments	1125	
104	1	Color - Gunmetal 164 flooring	488	
166	1	interior madification (each) Fr bulkhead S cabinet	995	
166	1	interior madification (each) Fr bulkhead Mermaid cabinet	995	
166	1	Interior modification (each) O cabinet	995	
166	1	interior madification (each) M cabinet	995	
166	1	interior madification (each) Under SB	995	
260	1	Utility Net - Head of Squad Bench , (BLACK NET)	809	
273	1	Glove Butler (3) Total - Over Curbside Entry, Drop down Door	668	
282	1	Access - Waste and Sharps, Through Top, Head of Squad Bench	638	
333	1	Attendant Seat - EVS Vac Form, 3-Point Belt W/ Child Seat, Swivel Base - Gunmetal	862	
434	1	Upgrade to M9 LED Warning Lights	5689	
439	1	LED Scene and Load Lights	3850	
474	1	Air Horns - Buell 12", (2) Thru Bumper,F-Series,W/Tank & Compressor	1978	
486	1	Dome Lights - Whelen 8" ,White Flng, LED	2595	
497	1	Shore Inlet - Kussmaul Super Auto-Eject, 20Amp	567	
498	1	Additional Kussmaul Super Auto-Eject, 20Amp	777	
502	1	Inverter Charger - Vanner 1050W, Indicator on Console	$2,679.00	
531	1	Stryker Power Load System	$24,500.00	
578	1	Module and Cab - Lower Half, Different Color, Includes Jambs	$2,975.00	
601	1	Custom Graphics	$4,450.00	
MERMAID	1	Mermaid installed in LF cabinet		3856
Stair Chair	1	Stryker Stair Chair		3314
Stry Cot	1	Stryker Power Pro Cot		18449
Kool Kat AC	1	Kool Kat AC Unit		$2,112.00

Base Bid	$138,142.00	
Published Options	$78,045.00	
Total Published Options	$216,187.00	
Unpublished Options	$27,731.00	12.83%
Total Options w/o HGAC Fee	$243,918.00	

Commissioners Court - Regular Session **51.**

Meeting Date: 04/25/2017

discussion payroll services fees

Submitted By: Kerstin Hancock, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on determining any requirements and/or policies for billing third party entities for the payroll costs incurred by the Elections Department while conducting elections for such third party entities.

Background

This agenda item is a follow-up to the award of RFP# 1612-131 for Payroll Services for Existing and Temporary Labor for Elections awarded on 4/18/2017

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Elections summary

Mark up costs for entities

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	04/20/2017 11:51 AM
Form Started By: Kerstin Hancock		Started On: 04/20/2017 11:12 AM
Final Approval Date: 04/20/2017		

Processing in Wilco Payroll VS Staffing Agency Cost

Projected Costs per Year	Processed in Wilco Payroll			Processing by Staffing Agency (less FICA)	
	Oracle Licensing	Non Election Dept - Labor	Total	General Fund	Contract Fund
First Year Cost	$149,352.75	$23,376.43	**$172,729.18**	$58,165.73	$36,991.72
Second Year Cost	$33,212.25	$16,821.81	**$50,034.06**	$19,144.54	$58,654.33
Third Year Cost	$33,212.25	$16,821.81	**$50,034.06**	$69,568.71	$34,599.85
			$272,797.29	**$146,878.98**	**$130,245.89**

Additional Information about Data

- *Kronos licensing cost is not included in the projections ($137,750.00 new license cost/$29,000.00 per year), as we are not currently using Krono license Temporary Election Workers. All other Williamson County employee do use Kronos.*
- *Oracle licensing is based on 525 new licenses and maintenance fees on 725 licenses.*
- *Labor costs are based on year one labor figures for setting up 525 new employees, and yearly maintenance on 725 employees. The labor costs are primarily associate with HR/Payroll cost. Election Department costs are not included.*
- *Though over 70% of temporary elections workers were previously paid in Accounts Payable, over 70% of the total payments to election workers were paid out of Payroll. Based on this data, entities should not expect a significant increase due to FICA being included in either processing payroll or through a staffing agency.*

2016 GENERAL ELECTION

Entity	Registered Voters	% Share	Total Cost per Entity (machine rental, 10% admin fee, Elct Clk)	Gross Wages for Personnel (no FICA)	Actual FICA ER Paid	FICA Rate 27% Total: FICA (7.65%) Calulated	Mark-up Rate 27% Total: Add'l Mark-up 19.35%		
Williamson County	**300,522**	**40.45%**		**$ 167,391.23**	**$ 9,139.33**	**$ 12,805.43**	**$ 32,390.20**	**40.45%**	**Williamson County Share**
Austin Community College	198,373	26.70%	$ 243,622.31	$ 110,494.07	$ 6,032.83	$ 8,452.80	$ 21,380.60		
Austin Full & Ltd Purpose	28,286	3.81%	$ 34,738.10	$ 15,755.35	$ 860.22	$ 1,205.28	$ 3,048.66		
Block House MUD	4,077	0.55%	$ 5,006.97	$ 2,270.90	$ 123.99	$ 173.72	$ 439.42		
Jarrell City	724	0.10%	$ 889.15	$ 403.27	$ 22.02	$ 30.85	$ 78.03		
Leander ISD	74,188	9.98%	$ 91,110.44	$ 41,322.83	$ 2,256.17	$ 3,161.20	$ 7,995.97		
North Austin MUD 1	5,319	0.72%	$ 6,532.28	$ 2,962.69	$ 161.76	$ 226.65	$ 573.28		
Pflugerville City	109	0.01%	$ 133.86	$ 60.71	$ 3.31	$ 4.64	$ 11.75		
Round Rock ISD	124,182	16.71%	$ 152,508.18	$ 69,169.57	$ 3,776.56	$ 5,291.47	$ 13,384.31		
Thrall City	484	0.07%	$ 594.40	$ 269.59	$ 14.72	$ 20.62	$ 52.17		
Wells Branch MUD	82	0.01%	$ 100.70	$ 45.67	$ 2.49	$ 3.49	$ 8.84		
Williamson Co ESD 5 (Jarrell area)	3,716	0.50%	$ 4,563.63	$ 2,069.82	$ 113.01	$ 158.34	$ 400.51		
Williamson Co MUD 17	1	0.00%	$ 1.23	$ 0.56	$ 0.03	$ 0.04	$ 0.11		
Williamson Co MUD 21	1	0.00%	$ 1.23	$ 0.56	$ 0.03	$ 0.04	$ 0.11		
Williamson-Travis Co MUD 1	2,931	0.39%	$ 3,599.57	$ 1,632.57	$ 89.14	$ 124.89	$ 315.90		
Total	742,995	100.00%	**$ 543,402.05**	**$ 246,458.15**	**$ 13,456.28**	**$ 18,854.05**	**$ 47,689.65**	**59.55%**	**Contracted Entity Share**

2016 MAY JOINT ELECTIONS

Entity	Registered Voters	% Share	Total Cost per Entity (machine rental, 10% admin fee, Elct Clk)	Gross Wages for Personnel (no FICA)	Actual FICA ER Paid	27% Total: FICA (7.65%) Calulated	27% Total: Add'l Mark-up 19.35%		
City of Bartlett	863	0.34%	$ 759.08	$ 260.93	$ 17.88	$ 19.96	$ 50.49		
City of Cedar Park	32,635	13.01%	$ 28,705.33	$ 9,867.17	$ 676.18	$ 754.84	$ 1,909.30		
City of Florence	464	0.18%	$ 408.13	$ 140.29	$ 9.61	$ 10.73	$ 27.15		
City of Georgetown	34,481	13.74%	$ 30,329.05	$ 10,425.31	$ 714.42	$ 797.54	$ 2,017.30		
City of Granger	745	0.30%	$ 655.29	$ 225.25	$ 15.44	$ 17.23	$ 43.59		
Granger ISD	1,563	0.62%	$ 1,374.79	$ 472.57	$ 32.38	$ 36.15	$ 91.44		
City of Hutto	8,943	3.56%	$ 7,866.15	$ 2,703.91	$ 185.29	$ 206.85	$ 523.21		
Lakeside MUD #5	1	0.00%	$ 0.88	$ 0.30	$ 0.02	$ 0.02	$ 0.06		
City of Leander	15,593	6.21%	$ 13,715.40	$ 4,714.53	$ 323.08	$ 360.66	$ 912.26		
Leander ISD	65,436	26.08%	$ 57,556.67	$ 19,784.54	$ 1,355.79	$ 1,513.52	$ 3,828.31		
Liberty Hill ISD	8,246	3.29%	$ 7,253.08	$ 2,493.17	$ 170.85	$ 190.73	$ 482.43		
City of Round Rock	54,746	21.82%	$ 48,153.88	$ 16,552.42	$ 1,134.30	$ 1,266.26	$ 3,202.89		
City of Taylor (SMD #3)	2,381	0.95%	$ 2,094.30	$ 719.89	$ 49.33	$ 55.07	$ 139.30		
Taylor ISD	8,561	3.41%	$ 7,530.15	$ 2,588.41	$ 177.38	$ 198.01	$ 500.86		
City of Thrall	437	0.17%	$ 384.38	$ 132.13	$ 9.05	$ 10.11	$ 25.57		
Thrall ISD	1,960	0.78%	$ 1,723.99	$ 592.60	$ 40.61	$ 45.33	$ 114.67		
Williamson County ESD #9	13,855	5.52%	$ 12,186.68	$ 4,189.05	$ 287.07	$ 320.46	$ 810.58		
Total	**250,910**	**100.00%**	**$ 220,697.24**	**$ 75,862.50**	**$ 5,198.70**	**$ 5,803.48**	**$ 14,679.39**	**100%**	**Contracted Entity Share**

Commissioners Court - Regular Session **52.**

Meeting Date: 04/25/2017

NACo Prescription Discount Card Revenue Sharing BA 04-25-2017

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 budget amendment to acknowledge additional revenues for the NACo Prescription Discount Card Program:

Background

Williamson County has participated in the free medication discount card program made available through NACo since July 2008. This program provides to consumers an average discount of 24% on medications not available through insurance programs, and may be made available to any County resident, without regards to income. There is no cost to participating counties. The contracted pharmacy benefits manager recoups cost through manufacturer rebate programs. Williamson County and Cities Health District (WCCHD) acts as the County's agent to administer the program, receive the bulk delivery of cards, and manage distribution. The NACo Board of Directors has approved a proposal which will allow counties to receive revenue through the NACo Prescription Discount Card Program. On April 24, 2012, Williamson County Commissioners approved a revised contract allowing revenue sharing, and approved for program revenues to be paid to WCCHD as reimbursement for locally administering the program.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.370500	Miscellaneous Revenue	$702.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	04/20/2017 10:51 AM
Form Started By: Angela Schmidt		Started On: 04/19/2017 09:05 AM
Final Approval Date: 04/20/2017		

Commissioners Court - Regular Session **53.**

Meeting Date: 04/25/2017

NACo Prescription Discount Card Revenue Sharing BA 04-25-2017

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 budget amendment to acknowledge additional expenditures for the NACo Prescription Discount Card Program:

Background

Williamson County has participated in the free medication discount card program made available through NACo since July 2008. This program provides to consumers an average discount of 24% on medications not available through insurance programs, and may be made available to any County resident, without regards to income. There is no cost to participating counties. The contracted pharmacy benefits manager recoups cost through manufacturer rebate programs. Williamson County and Cities Health District (WCCHD) acts as the County's agent to administer the program, receive the bulk delivery of cards, and manage distribution. The NACo Board of Directors has approved a proposal which will allow counties to receive revenue through the NACo Prescription Discount Card Program. On April 24, 2012, Williamson County Commissioners approved a revised contract allowing revenue sharing, and approved for program revenues to be paid to WCCHD as reimbursement for locally administering the program.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0630.004921	Co Wide Rx Disc Card Program	702.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	04/20/2017 10:51 AM
Form Started By: Angela Schmidt		Started On: 04/19/2017 09:09 AM
Final Approval Date: 04/20/2017		

Commissioners Court - Regular Session **54.**

Meeting Date: 04/25/2017

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 Columbus Balbo
e) Mega Site

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	04/20/2017 10:29 AM
Form Started By: Charlie Crossfield		Started On: 04/20/2017 10:25 AM
Final Approval Date: 04/20/2017		

Commissioners Court - Regular Session **55.**

Meeting Date: 04/25/2017

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 the acquisition of real property for right-of-way for Mays St. Extension

b) Discuss the acquisition of real property for SW 183 and SH 29 Loop.

c) Discuss the acquisition of real property for CR 176 at RM 2243

d) Discuss the acquisition of real property with endangered species for mitigation purposes.

e) Discuss the acquisition of real property: CR 101

f) Discuss the acquisition of real property: CR 111

g) Discuss the acquisition of real property for CR 278 at Bagdad Rd.

h) Discuss the acquisition of real property for proposed CR 110 project. (All sections)

i) Discuss the acquisition of real property for County Facilities.

j) Discuss the acquisition of real property on CR 305.

k) Discuss the acquisition of Easement interests for the Brushy Creek Trail Project.

l) Discuss acquisition of property located at NEC of Toll 130 and Gattis School Rd.

m) Discuss the acquisition of a drainage easement for CR 108.

n) Discuss easement acquisitions from San Gabriel River Ranch Subdivision.

o) Discuss the acquisition of real property for CR 258.

p) Discuss the acquisition of real property for CR Lakeline Blvd.

q) Discuss the acquisition of real property for US 183.

r) Discuss the acquisition of real property for Hairy Man Rd.

s) Discuss the acquisition of real property for SW Bypass.

t) Discuss the acquisition of real property for Crossroad Acres.

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 transfer of right of way for Westinghouse Rd. to the City of Georgetown.

e) Discuss wastewater easements in Berry Springs Park

f) Discuss Development Agreement with Ashby Capital Investments, LLC

g) Discuss sale of County property on Ronald Reagan Blvd.

h) Discuss abandonment of County property on CR 123.

i) Discuss the improvements 175 CR 138 (Giesen tract).

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

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	04/20/2017 10:29 AM
Form Started By: Charlie Crossfield		Started On: 04/20/2017 10:18 AM
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