

NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONER'S COURT
MAY 16TH, 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 – 28)

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0560.04703	MH/MR	\$11,416.00
To	0100.0560.04968	Care of Animals	\$11,416.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0560.04703	MH/MR	\$3,412.00
To	0100.0560.04500	Maintenance Contracts	\$3,412.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0200-0210-005700	Vehicles > \$5,000	\$5,000.00
To	0200-0210-003110	Other Supplies	\$5,000.00

8. Discuss, consider and take appropriate action on line item transfers for the Parks Department.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0510.004310	Advertising and Legal Notices	\$ 4,000.00
From	0100.0510.003115	Computer Supplies	\$550.00
From	0100.0510.004621	Copier Rental and Supplies	\$675.00
From	0100.0510.004350	Printed Materials and Binding	\$800.00
From	0100.0510.004505	Software Maintenance	\$1,440.00
From	0100.0510.004964	Showbarn Maintenance	\$2000.00
From	0100.0510.004620	Furniture and Equipment Rental	\$5,000.00
To	0100.0510.004541	Vehicle Repair and Maintenance	\$14,465.00

9. Discuss, consider and take appropriate action on approving compensation changes, position titles changes, position grade changes and any corresponding line item transfers.
10. Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 4, April 2017 Monthly Report in compliance with Code of Crim. Proc. § 103.005.
11. Discuss, consider and take appropriate action on authorizing the disposal of various county assets through auction including (1) HP Officejet color printer, (16) Pallets of fluorescent lighting, (2) Desks, (1) Storage unit, (2) Chairs (see attached lists) pursuant to Tx. Local Gov't Code 263.152.
12. Discuss, consider and take any appropriate action regarding approval and receipt of Vehicle Reimbursement Agreements regarding off-duty contracting of County Sheriff Deputies with:
- a. T. G. Mercer Consulting Services, Inc. (Traffic control on Hwy 29 at Old Castle Materials in Liberty Hill)
 - b. Orenda Education (Security/Traffic control of campus at Gateway College Prep)
13. Acknowledge and consent to appointment of John Hesser, Councilman for City of Georgetown, to the Williamson County Conservation Foundation board to fill an unexpired term ending in 2018.
14. Acknowledge and consent to appointments to the Williamson County Conservation Foundation Board of Directors for the terms ending April 2019 and recognize the election of officers for the term ending April 2018.
15. Discuss, consider and take appropriate action on approving property tax refunds over \$2,500.00 for the month of April 2017 for the Williamson County Tax Assessor/Collector.
16. Discuss, consider and take appropriate action on approving property tax collections for the month of April 2017 for the Williamson County Tax Assessor/Collector.

17. Approve, consider and take appropriate action to approve the TexPool Resolutions Amending Authorized Representatives fro the Tax Assessor/Collector's office.
18. Discuss, consider and take appropriate action on TWC Data Exchange Request and Safeguard Plan for Williamson County Constable Precinct 2.
19. Discuss, consider and take appropriate action on a defunding modification to the Intergovernmental Services Agreement between Williamson County and US Immigration and Customs Enforcement relating the T. Don Hutto Residential Facility in relation to funding of a medical trailer installation project.
20. Discuss, consider and take appropriate action on a modification to the Intergovernmental Services Agreement between Williamson County and US Immigration and Customs Enforcement in relation to installation and use of the ICE Detainee Telephone System at the T. Don Hutto Residential Facility.
21. Receive and acknowledge Work Authorization No. 1 under Williamson County Contract for Engineering Services between Prime Strategies, Inc. and Williamson County dated May 16, 2017 to provide engineering management services required for the Williamson County Long Range Transportation Plan (L TP) Corridor Program including manage design consultants, agency reviews and approval, construction lettings, and budget/contract control
22. Discuss, consider and take any necessary action regarding Work Authorization No. 1 under Williamson County Contract for Engineering Services between Kleinfelder Inc and Williamson County, dated February 23, 2017, for On-Call Geotechnical Engineering and Materials Testing for Williamson County Road and Bridge, and authorize County Judge to sign on behalf of Williamson County.
23. Discuss, consider and take any necessary action regarding Supplemental Work Authorization No 1 to 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 Georgetown Annex. This supplemental is to extend the expiration date to October 25, 2018 only. The current Work Authorization dollar amount will remain the same.
24. Discuss, consider and take appropriate action on approval of the final plat of Wm. J. Turner Subdivision - Pct 3.
25. Discuss, consider and take appropriate action on approval of the preliminary plat for the Sunset Meadows subdivision - Pct 4.
26. Discuss, consider and take appropriate action on approval of the final plat for the L & D Acres subdivision - Pct 3.
27. Discuss, consider and take appropriate action on approval of the final plat for the Scott & White at Rancho Sienna subdivision - Pct 3.
28. Discuss, consider and take appropriate action on approval of the revised preliminary plat for the Rancho Sienna Section 19 subdivision - Pct 3.

REGULAR AGENDA

29. Discuss, consider and take appropriate action on a resolution honoring City of Taylor Mayor Jesse Ancira, Jr.
30. Discuss and consider approving the week of May 15 - 21, 2017 as National Salvation Army Week.
31. Discuss, consider and take appropriate action on proclamation recognizing May 2017 as "Drug Court Month".
32. Receive and acknowledge midyear Operations Summary Report for the Williamson County Expo Center from General Manager Clint Chitsey .
33. Discuss consider and take appropriate action on Texas A&M AgriLife Extension Quarterly Interpretation of Programs to elected officials.
34. 10:00 Conduct public hearing relating to a request from the CCL #2 Office to increase the budgeted salary amount for the position of Court Administrator I, Position #0701, in the CCL #2 Office and discuss (1) the reason for the payment in excess of the budgeted amount is being offer to the employee, including the public purpose that will be served by making the excess payment; and (2) the exact amount of the excess payment, the sources of the payment, and the terms for distribution of the payment that effect and maintain the public purpose to be served by making the excess payment.
35. Discuss, consider and take appropriate action on a request by the CCL #2 Office to increase the budgeted salary amount for the position of Court Administrator I, position #0701, in the CCL #2 Office from the budgeted annual salary amount of \$51,874.94 to the increased salary amount of \$55,683.15, the top of the pay grade and approximately \$1,379.28 as a lump sum.
36. Discuss, consider and take appropriate action on the Department of Infrastructure projects and issues update.
37. Receive and acknowledge the May 2017 Construction Summary Report for the Road Bond and Pass Through Financing Programs.
38. Discuss, consider, and take appropriate action regarding an Antiquities Permit Application to the Texas Historical Commission required as part of the Due Diligence Environmental Investigations for Bagdad Road at CR 278, a project in Commissioner Pct. 2.
39. Discuss, consider, and take appropriate action regarding a TCEQ Agent Authorization Form for the Edwards Aquifer Protection Program associated with Bagdad Road at CR 278, a project in Commissioner Pct 2.
40. Discuss, consider, and take appropriate action regarding Change Order No. 1 in the amount of -\$92,621.70 for Pearson Ranch Road Extension, a Road Bond Project in Commissioner Pct. 1.
41. Discuss, consider, and take appropriate action regarding Change Order No. 2 in the amount of \$58,006.83 for Forest North Drainage Phase 1, a Road Bond Project in Commissioner Pct. 1.
42. Discuss, consider, and take appropriate action regarding Change Order No. 6 in the amount of \$23,780.00 for CR 258, a Road Bond Project in Commissioner Pct. 2.

43. Discuss, consider and take appropriate action on new Agreement for Engineering Services with Prime Strategies, Inc. to provide General Engineering Consultant – Program Management and Planning & Design Services for the Long Range Transportation Plan Corridor Program.
44. Discuss, consider and take appropriate action on an Interlocal Agreement between Williamson County and the City of Hutto for the extension of CR 119 from Limmer Loop to Chandler Road.
45. Discuss, consider, and take appropriate action on rescinding two line item transfers approved for the Williamson County Sheriff's Office under Item #6 of the March 28, 2017 Commissioners Court Session and Item #7 of the May 2, 2017 Commissioners Court Session.
46. Discuss, consider, and take appropriate action on granting the Williamson County Master Gardeners permission to place a non-permanent storage building and privacy fence within their current 5 acre allotment at 3151 SE Inner Loop, Georgetown, TX 78626.
47. Discuss, consider and take appropriate action on a Supplemental Agreement No. 1 to the Agreement for Landscape Architectural Services between Williamson County and studio16.19, LLC to obtain additional landscape architecture services and landscape development plans in relation to adding a birthday party pavilion, public restroom and parking lot to Part 1 - Brushy Creek Regional Trail Section Repair Project (15RFQ105).
48. Discuss, consider and take any appropriate action to approve the Finalized Lease Schedule with Dell Financial Services through DIR-SDD-1951 and authorize the execution of all necessary documentation (Note: Master Lease agreement and lease of CradlePoint hardware and maintenance from vendor GTS Technology Solutions under DIR-TSO-3653 was approved on March 21, 2017 Item 63).
49. Discuss, consider and take appropriate action on the Unallocated Process and Policies.
50. Discuss, consider and take appropriate action on awarding IFB 1704-156, Crack Seal, to the lowest and best bidders Right Pointe , Crafcot Texas Inc. and The Quikrete Companies LLC.
51. Discuss, consider and take appropriate action on authorizing the renewal of Roadside Chemicals and Herbicides, Bid #15IFB116 for the term of June 1, 2017 – May 31, 2018, with Red River Specialties, the Primary Vendor. This is the second extension of two (2) possible, one (1) year renewal options.
52. Discuss and consider approving a Line Item Transfer for the Debt Service Fund:

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0600.0600.006900	Debt Defeasance	\$9,933,492.80
To	0600.0600.004098	Payment to Escrow Agent	\$9,908,747.80
To	0600.0600.004099	Bond Issuance Cost	\$24,745.00

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

Fiscal Impact

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

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

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0440.001940	Apportionment Supplement	\$6,197.30
	0100.0440.002010	FICA	\$474.11
	0100.0440.002020	Retirement	\$828.59

55. 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 Park Donations:

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.367403	Park Donations	\$1,099.85

56. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for Park Donations:

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0510.003670	Use of Donation	\$1,099.85

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)."

57. 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
58. 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.
 - u) Discuss proposed acquisition of real property on CR 138.
 - v) Discuss proposed acquisition of real property at Highland Springs Lane.
- 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).
 - j) Discuss an Interlocal Agreement with the City of Hutto for CR 119.
- C. Consider intervention in lawsuit regarding de-listing of Bone Cave harvestman.

59. 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
60. 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).

61. Discuss the deployment on 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)

62. Discuss and take appropriate action concerning economic development.
63. Discuss and take appropriate action concerning real estate.
64. 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

- 65. 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.
- 66. Comments from Commissioners.
- 67. 1:00 PM Discuss FY 18 Capital Requests.

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:** 05/16/2017

Line Item Transfer for County Sheriff

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

Information**Agenda Item**

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

Background

This requested transfer is to provide funding for the purchase of K-9 Heat Alert Systems with Deployment and remotes and vehicle inserts.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0560.04703	MH/MR	\$11,416.00
To	0100.0560.04968	Care of Animals	\$11,416.00

Attachments*No file(s) attached.*

Form Review**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Peggy Braun

Final Approval Date: 05/11/2017

Reviewed By

Wendy Coco

Ashlie Koenig

Date

05/11/2017 09:50 AM

05/11/2017 10:09 AM

Started On: 05/11/2017 08:32 AM

Commissioners Court - Regular Session**6.****Meeting Date:** 05/16/2017

Line Item Transfer for County Sheriff

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

Information**Agenda Item**

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

Background

This requested transfer is to provide additional funding needed for installation of the electronic security/integrated solution system in the Sheriff's Office Evidence Room.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0560.04703	MH/MR	\$3,412.00
To	0100.0560.04500	Maintenance Contracts	\$3,412.00

Attachments*No file(s) attached.*

Form Review**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Peggy Braun

Final Approval Date: 05/11/2017

Reviewed By

Wendy Coco

Ashlie Koenig

Date

05/11/2017 09:50 AM

05/11/2017 10:07 AM

Started On: 05/10/2017 04:55 PM

Commissioners Court - Regular Session**7.****Meeting Date:** 05/16/2017

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

Submitted For: Terron Evertson**Submitted By:** Daribel Texidor, Unified Road System**Department:** Unified Road System**Agenda Category:** Consent

Information**Agenda Item**

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

Background

This transfer is necessary to continue providing ice, for drinking water, to Road and Bridge crews in the field.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0200-0210-005700	Vehicles > \$5,000	\$5,000.00
To	0200-0210-003110	Other Supplies	\$5,000.00

Attachments*No file(s) attached.*

Form Review**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Daribel Texidor

Final Approval Date: 05/11/2017

Reviewed By

Wendy Coco

Ashlie Koenig

Date

05/10/2017 12:13 PM

05/11/2017 10:04 AM

Started On: 05/10/2017 11:38 AM

Commissioners Court - Regular Session**8.****Meeting Date:** 05/16/2017

Discuss, consider and take appropriate action on line item transfers for the Parks Department

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

Information**Agenda Item**

Discuss, consider and take appropriate action on line item transfers for the Parks Department.

Background

Transfers necessary to accommodate previously unplanned and impending vehicle repairs and maintenance.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0510.004310	Advertising and Legal Notices	\$ 4,000.00
From	0100.0510.003115	Computer Supplies	\$550.00
From	0100.0510.004621	Copier Rental and Supplies	\$675.00
From	0100.0510.004350	Printed Materials and Binding	\$800.00
From	0100.0510.004505	Software Maintenance	\$1,440.00
From	0100.0510.004964	Showbarn Maintenance	\$2000.00
From	0100.0510.004620	Furniture and Equipment Rental	\$5,000.00
To	0100.0510.004541	Vehicle Repair and Maintenance	\$14,465.00

Attachments*No file(s) attached.*

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Randy Bell

Final Approval Date: 05/10/2017

Reviewed By

Wendy Coco

Date

05/10/2017 12:13 PM

Started On: 05/10/2017 11:26 AM

Commissioners Court - Regular Session**9.****Meeting Date:** 05/16/2017

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
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AttachmentsComp Item

Form Review**Inbox**

Human Resources (Originator)
County Judge Exec Asst.
Form Started By: Kristy Sutton
Final Approval Date: 05/11/2017

Reviewed By

Tara Raymore
Wendy Coco

Date

05/11/2017 10:00 AM
05/11/2017 10:08 AM
Started On: 05/11/2017 09:46 AM

Department	PCN	EE ID	Budget Amount	*Requested Amount	Change Amount	% Change	Reason for Change	Available Funds	Earliest Oracle Effective Date
Purchasing	1219	12079	\$59,505.68	\$60,100.85	\$595.17	1.00%	Merit	Unallocated	5/5/2017
Fleet Services	0917	13106	\$35,521.20	\$36,942.05	\$1,420.85	4.00%	Merit	Unallocated	5/5/2017
Juvenile Services	1090	Vacant	\$35,831.24	\$37,264.49	\$1,433.25	4.00%	Increase vacant position salary	Unallocated	5/5/2017

*Amount may vary slightly due to Oracle rounding

Commissioners Court - Regular Session**10.****Meeting Date:** 05/16/2017

Justice of the Peace 4 APRIL 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, April 2017 Monthly Report in compliance with Code of Crim. Proc. § 103.005.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsJP4 EOM APR 2017

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Veronica Bolander

Final Approval Date: 05/09/2017

Reviewed By

Wendy Coco

Date

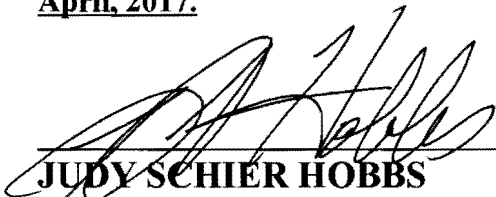
05/09/2017 08:45 AM

Started On: 05/05/2017 12:18 PM

**IN COMPLIANCE WITH ARTICLE 103
CODE OF CRIMINAL PROCEDURE**

**THE STATE OF TEXAS
COUNTY OF WILLIAMSON**

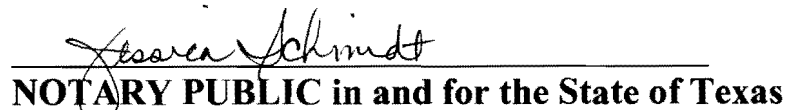
Before me, the undersigned authority, on this day personally appeared Judy Schier Hobbs, Justice of the Peace, Precinct 4, Williamson County, who, on her oath, stated that the attached report of money collected is a true and correct report for the month of April, 2017.

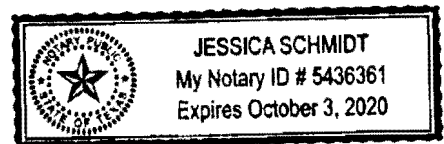


**JUDY SCHIER HOBBS
JUSTICE OF THE PEACE
PRECINCT FOUR**



4th day of May, 2017 to certify which witness my hand and seal of office.


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 04/01/2017-04/30/2017

Date Printed: 4/28/2017
Time Printed: 5:05:03PM

FEE CODE	FEE DESC	ITEMS	TOT PAID	TOT MONEY	CASH	CHECKS	MO	HB 2398	CC	JT	CSR	OTHER	GL CODE
COPIES	COPIES	5	24.75	24.75	14.25	0.00	0.00	0.00	10.50	0.00	0.00	0.00	0100-0000-341804
COUNTER	COUNTER-CLAIM FILING FEE	1	25.00	25.00	0.00	25.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
DCERT	DEATH CERTIFICATE COPIES	3	61.00	61.00	0.00	61.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
EVICITION	EVICITION FILING FEE	42	1,050.00	1,050.00	150.00	625.00	0.00	0.00	275.00	0.00	0.00	0.00	0100-0000-341804
INDIGENT	CIVIL INDIGENT FEE	79	474.00	474.00	42.00	348.00	0.00	0.00	84.00	0.00	0.00	0.00	0399-0000-208822
SERVE 4	CONSTABLE PRECINCT 4 SEF	64	4,480.00	4,480.00	770.00	2,590.00	0.00	0.00	1,120.00	0.00	0.00	0.00	0100-0000-341904
SMALLCLAM	SMALL CLAIMS FILING FEE	6	150.00	150.00	25.00	75.00	0.00	0.00	50.00	0.00	0.00	0.00	0100-0000-341804
WRIT EXEC	WRIT OF EXECUTION	4	10.00	10.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
WRIT POSS	WRIT OF POSSESSION	5	25.00	25.00	0.00	20.00	0.00	0.00	5.00	0.00	0.00	0.00	0100-0000-341804
WSERVE 1	CONSTABLE PRECINCT 1 -WI	3	150.00	150.00	0.00	150.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341901
WSERVE 3	CONSTABLE PRECINCT 3 - W	1	150.00	150.00	0.00	150.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341903
WSERVE 4	CONSTABLE PRECINCT 4 - W	5	750.00	750.00	0.00	600.00	0.00	0.00	150.00	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	5	25.00	25.00	10.00	5.00	0.00	0.00	10.00	0.00	0.00	0.00	0100-0000-341804
CERTCOPIE	CERTIFIED COPIES	12	24.00	24.00	12.00	0.00	0.00	0.00	12.00	0.00	0.00	0.00	0100-0000-341804
DCOPIES	DEATH CERTIFICATE COI	1	42.00	42.00	0.00	42.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
DEBTCLAIM	DEBTCLAIM	29	725.00	725.00	0.00	725.00	0.00	0.00	0.00	0.00	0.00	0.00	0100.0000.341804
EF	E-FILING STATE FEE	79	790.00	790.00	70.00	580.00	0.00	0.00	140.00	0.00	0.00	0.00	01-0399-0000-20802
JURY FEE	JURY TRIAL FEE	1	22.00	22.00	0.00	0.00	0.00	0.00	22.00	0.00	0.00	0.00	0100-0000-341804
OCC LICENSE	OCCUPATIONAL LICENSE	1	25.00	25.00	0.00	0.00	0.00	0.00	25.00	0.00	0.00	0.00	0100.0000.341804
TCF	TRUANT CONDUCT FEE	21	1,100.00	1,100.00	450.00	0.00	0.00	0.00	650.00	0.00	0.00	0.00	01-0369-0000-34191
TRUANCY C	TRUANCY CONTEMPT FI	3	300.00	300.00	200.00	0.00	0.00	0.00	100.00	0.00	0.00	0.00	0100-0000-351304
VSPF	VITAL STATISTICS PRESE	3	80.00	80.00	0.00	80.00	0.00	0.00	0.00	0.00	0.00	0.00	01-0385-0000-34140
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	374	10,487.75	10,487.75	1,743.25	6,091.00	0.00	0.00	2,653.50	\$0.00	0.00	0.00
Direct Deposit	\$0.00							HB2398	\$0.00		
Cash	\$1,743.25							CSR Credit	\$0.00		
Checks	\$6,091.00							Jail Credit	\$0.00	Post for Refund	\$0.00
Money Orders	\$0.00							Non-Monetary	\$0.00	Over Payments	\$0.00
Credit Cards :	\$2,653.50	Escrow Payments	\$0.00	Transaction Fee	\$0.00						
TOTAL CURRENCY	\$10,487.75	ESCROW PAID	\$0.00	TRAN. FEES	\$0.00	TOTAL	\$0.00	TOTAL PAID	\$0.00		

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Payment Register: GL Code Recap
Williamson County Justice of the Peace, Pct. 4
By Date 04/01/2017-04/30/2017

Date Printed: 4/28/2017
Time Printed: 5:05:03PM

GL CODE	GL CODE DESCRIPTION	CURRENCY	CREDIT CARD	OTHERS	DIRECT DEPOSIT	HB 2398	TOTALS
0100-0000-341804		1,079.25	384.50	0.00	0.00	0.00	1,463.75
0100-0000-341901		150.00	0.00	0.00	0.00	0.00	150.00
0100-0000-341903		150.00	0.00	0.00	0.00	0.00	150.00
0100-0000-341904		3,960.00	1,270.00	0.00	0.00	0.00	5,230.00
0100-0000-351304		200.00	100.00	0.00	0.00	0.00	300.00
0100.0000.341804		725.00	25.00	0.00	0.00	0.00	750.00
0399-0000-208822		390.00	84.00	0.00	0.00	0.00	474.00
01-0399-0000-208022	E-FILING STATE FEE FOR CIVIL	650.00	140.00	0.00	0.00	0.00	790.00
01-0369-0000-341917	TRUANT CONDUCT FEE	450.00	650.00	0.00	0.00	0.00	1,100.00
01-0385-0000-341402	VITAL STATISTICS PRESERVATION	80.00	0.00	0.00	0.00	0.00	80.00
TOTALS :		7,834.25	2,653.50	0.00	0.00	0.00	10,487.75

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Payment Register: Summary Section
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By Date 04/01/2017-04/30/2017

Date Printed: 4/28/2017
Time Printed: 5:03:21PM

FEE CODE	FEE DESC	ITEMS	TOT PAID	TOT MONEY	CASH	CHECKS	MO	HB 2398	CC	JT	CSR	OTHER	GL CODE
AFCF	COUNTY ARREST FEE	90	320.79	300.79	86.87	0.00	43.47	0.00	170.45	20.00	0.00	0.00	0100-0000-341804
AFDPS	DPS ARREST FEE	132	515.80	510.80	76.45	0.00	52.83	0.00	381.52	5.00	0.00	0.00	0399-0000-208400
AFPWA	PARKS & WILDLIFE ARREST	25	125.00	125.00	10.00	0.00	0.00	0.00	115.00	0.00	0.00	0.00	0399-0000-208400
CAF	COUNTY ARREST FEE	5	17.55	17.55	10.00	0.00	0.00	0.00	7.55	0.00	0.00	0.00	0100-0000-341804
CJP	CRIMINAL JUSTICE PLANNIN	1	0.90	0.90	0.00	0.00	0.00	0.00	0.90	0.00	0.00	0.00	0399-0000-208100
CS	CHILD SAFETY	15	281.98	281.98	100.00	0.00	20.00	0.00	161.98	0.00	0.00	0.00	0100-0000-341804
CVC	CRIME VICTIMS FUND	6	35.40	35.40	0.00	0.00	0.00	0.00	35.40	0.00	0.00	0.00	0399-0000-208300
DIS	DISMISSAL FEE	11	110.00	110.00	30.00	0.00	30.00	0.00	50.00	0.00	0.00	0.00	0100-0000-341804
DLQ	DELINQUENT COLLECTIONS	36	2,838.75	2,838.75	397.51	0.00	939.25	0.00	1,501.99	0.00	0.00	0.00	010100.0000.20701
DSC	DEFENSIVE DRIVING	30	257.40	257.40	48.61	0.00	69.30	0.00	139.49	0.00	0.00	0.00	0100-0000-341804
FINE	FINE	428	47,393.57	43,393.57	9,325.50	0.00	5,102.97	0.00	28,965.10	4,000.00	0.00	0.00	0100-0000-351304
GR	GENERAL REVENUE	1	0.45	0.45	0.00	0.00	0.00	0.00	0.45	0.00	0.00	0.00	0399-0000-208250
JCPT	JUDICIAL COURT PERSONNE	5	4.36	4.36	0.00	0.00	0.00	0.00	4.36	0.00	0.00	0.00	0399-0000-208500
PWF	PARKS AND WILDLIFE FINE	24	3,075.00	3,075.00	425.00	0.00	100.00	0.00	2,550.00	0.00	0.00	0.00	0100-0000-209600
TFC	TRAFFIC	161	359.68	356.68	64.58	0.00	40.27	0.00	251.83	3.00	0.00	0.00	0100-0000-341804

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

FEE CODE	FEE DESC	ITEMS	TOT PAID	TOT MONEY	CASH	CHECKS	MO	HB2398	CC	JAIL TIME	CSR	OTHER	GL CODE
ABSTRACT	ABSTRACT OF JUDGMEN	1	4.80	4.80	0.00	0.00	0.00	0.00	4.80	0.00	0.00	0.00	0100-0000-341804
AFC4.	CONTABLE ARREST FEE	12	54.24	54.24	10.00	0.00	8.25	0.00	35.99	0.00	0.00	0.00	0100-0000-341914
C3W.	CONSTABLE 3 WARRANT	5	173.22	173.22	0.00	0.00	63.50	0.00	109.72	0.00	0.00	0.00	0100-0000-341913
C4W	CONSTABLE 4 WARRANT	2	59.04	59.04	0.00	0.00	0.00	0.00	59.04	0.00	0.00	0.00	0100-0000-341914
C4W.	CONSTABLE 4 WARRANT	65	2,023.38	2,023.38	407.91	0.00	444.38	0.00	1,171.09	0.00	0.00	0.00	0100-0000-341914
CCC	CONSOLIDATED COURT C	320	9,636.83	9,316.83	1,829.58	0.00	1,024.60	0.00	6,462.65	320.00	0.00	0.00	0399-0000-208160
CHS	COURTHOUSE SECURITY	320	726.66	702.66	137.19	0.00	76.87	0.00	488.60	24.00	0.00	0.00	0360-0000-341150
CHS2A	COURTHOUSE SECURITY	314	239.04	231.04	45.74	0.00	25.61	0.00	159.69	8.00	0.00	0.00	0361-0000-341154
CMI	CORRECTIONAL MANAG	2	0.59	0.59	0.00	0.00	0.00	0.00	0.59	0.00	0.00	0.00	0399-0000-208730
COM	COMMITMENT	29	97.92	62.92	7.34	0.00	31.45	0.00	24.13	35.00	0.00	0.00	0100-0000-341804
CPWF	CEDAR PARK POLICE DE	1	16.97	16.97	0.00	0.00	0.00	0.00	16.97	0.00	0.00	0.00	0100-0000-341804
CSF	CHILD SAFETY FUND	3	50.00	50.00	0.00	0.00	19.25	0.00	30.75	0.00	0.00	0.00	0365-0000-341161
CWF	WILLIAMSON COUNTY W	7	135.01	135.01	0.00	0.00	50.00	0.00	85.01	0.00	0.00	0.00	0100-0000-341804
FA	FUGITIVE APPREHENSIO	5	10.90	10.90	0.00	0.00	0.00	0.00	10.90	0.00	0.00	0.00	0399-0000-208170
GTWF	GEORGETOWN POLICE D	1	45.26	45.26	0.00	0.00	0.00	0.00	45.26	0.00	0.00	0.00	0100-0000-341804
HWF	HUTTO POLICE DEPARTM	1	13.75	13.75	0.00	0.00	13.75	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
IDF	INDIGENT DEFENSE FEE	313	476.86	460.86	91.47	0.00	51.26	0.00	318.13	16.00	0.00	0.00	0399-0000-208703
JCD	JUVENILE CRIME & DELE	5	0.84	0.84	0.00	0.00	0.00	0.00	0.84	0.00	0.00	0.00	0399-0000-208180
JCM	JUVENILE CASE MANAGI	308	1,170.43	1,130.43	228.67	0.00	128.12	0.00	773.64	40.00	0.00	0.00	0103690000370000
JCP	JUDICIAL COURT PERSON	1	0.18	0.18	0.00	0.00	0.00	0.00	0.18	0.00	0.00	0.00	0399-0000-208500
JCTF	JUSTICE COURT TECHNO	317	964.88	932.88	182.94	0.00	102.50	0.00	647.44	32.00	0.00	0.00	0372-0000-341144
JRF	STATE JURY REIMBURSE	314	956.16	924.16	182.94	0.00	102.50	0.00	638.72	32.00	0.00	0.00	0399-0000-208235
JSF	JUDICIAL SUPPORT FEE	314	1,433.01	1,385.01	274.40	0.00	153.74	0.00	956.87	48.00	0.00	0.00	0399-0000-208352
LEO	LEO	1	0.63	0.63	0.00	0.00	0.00	0.00	0.63	0.00	0.00	0.00	0399-0000-208200
MISC REV	MISCELLANEOUS REVENI	4	20.90	20.90	10.00	0.00	10.90	0.00	0.00	0.00	0.00	0.00	0100-0000-370500
MV	STATE CIVIL JUSTICE DA	170	13.10	13.00	2.61	0.00	1.61	0.00	8.78	0.10	0.00	0.00	0399-0000-208415
OCL	OPERATORS & CHAUFFE	1	12.74	12.74	0.00	0.00	0.00	0.00	12.74	0.00	0.00	0.00	0399-0000-208600
OGW	OVER GROSS WEIGHT	2	298.00	298.00	0.00	0.00	0.00	0.00	298.00	0.00	0.00	0.00	0399-0000-208850
OVER	OVER PAYMENT OF FINE	3	249.90	249.90	40.00	0.00	69.90	0.00	140.00	0.00	0.00	0.00	0100-0000-209700
REL	RELEASE	29	97.92	62.92	7.34	0.00	31.45	0.00	24.13	35.00	0.00	0.00	0100-0000-341804
RRWF	ROUND ROCK POLICE DE	3	75.32	75.32	12.00	0.00	0.00	0.00	63.32	0.00	0.00	0.00	0100-0000-341804
SPF	SPECIAL PROCESSING FE	6	900.00	900.00	0.00	0.00	250.00	0.00	650.00	0.00	0.00	0.00	0100-0000-341804
STF	STATE TRAFFIC FEE	161	3,596.74	3,566.74	645.86	0.00	402.66	0.00	2,518.22	30.00	0.00	0.00	0399-0000-208425
SUB	SUBPOENA FEE	10	12.85	12.85	5.20	0.00	3.25	0.00	4.40	0.00	0.00	0.00	0100-0000-341914
SUM	SUMMONS FEE	34	152.88	152.88	60.00	0.00	10.00	0.00	82.88	0.00	0.00	0.00	0100-0000-341914
TP	TIME PAYMENT	105	1,605.46	1,580.46	342.99	0.00	164.30	0.00	1,073.17	25.00	0.00	0.00	0399-0000-208860
TPDF	TRUANCY PREVENTION .	273	431.89	419.89	87.33	0.00	39.83	0.00	292.73	12.00	0.00	0.00	01-0399-0000-20803
TWF	TAYLOR POLICE DEPART	7	350.00	0.00	0.00	0.00	0.00	0.00	0.00	350.00	0.00	0.00	0100-0000-341804
TWFIN	TOLLWAY ADMINISTRAT	13	499.95	499.95	0.00	0.00	201.80	0.00	298.15	0.00	0.00	0.00	0100-0000-207027

TOTALS SUMMARY		4452	81,944.88	76,909.78	15,186.03	0.00	9,879.57	0.00	51,844.18	\$5,035.10	0.00	0.00
Direct Deposit	\$0.00								HB2398	\$0.00		
Cash	\$15,186.03								CSR Credit	\$0.00		
Checks	\$0.00								Jail Credit	\$5,035.10	Post for Refund	\$0.00
Money Orders	\$9,879.57								Non-Monetary	\$0.00	Over Payments	\$0.00
Credit Cards :	\$51,844.18		Escrow Payments	\$0.00	Transaction Fee	\$0.00						
TOTAL CURRENCY	\$76,909.78		ESCROW PAID	\$0.00	TRAN. FEES	\$0.00			TOTAL	\$5,035.10	TOTAL PAID	\$0.00

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Williamson County Justice of the Peace, Pct. 4
By Date 04/01/2017-04/30/2017

Date Printed: 4/28/2017
Time Printed: 5:03:21PM

GL CODE	GL CODE DESCRIPTION	CURRENCY	CREDIT CARD	OTHERS	DIRECT DEPOSIT	HB 2398	TOTALS
0100-0000-209600		525.00	2,550.00	0.00	0.00	0.00	3,075.00
0100-0000-209700		109.90	140.00	0.00	0.00	0.00	249.90
0100-0000-341804		946.43	1,694.92	443.00	0.00	0.00	3,084.35
0100-0000-341913		63.50	109.72	0.00	0.00	0.00	173.22
0100-0000-341914		948.99	1,353.40	0.00	0.00	0.00	2,302.39
0100-0000-351304		14,428.47	28,965.10	4,000.00	0.00	0.00	47,393.57
0100-0000-370500		20.90	0.00	0.00	0.00	0.00	20.90
0360-0000-341150		214.06	488.60	24.00	0.00	0.00	726.66
0361-0000-341154		71.35	159.69	8.00	0.00	0.00	239.04
0365.0000.341161		19.25	30.75	0.00	0.00	0.00	50.00
0372-0000-341144		285.44	647.44	32.00	0.00	0.00	964.88
0399-0000-208100		0.00	0.90	0.00	0.00	0.00	0.90
0399-0000-208160		2,854.18	6,462.65	320.00	0.00	0.00	9,636.83
0399-0000-208170		0.00	10.90	0.00	0.00	0.00	10.90
0399-0000-208180		0.00	0.84	0.00	0.00	0.00	0.84
0399-0000-208200		0.00	0.63	0.00	0.00	0.00	0.63
0399-0000-208235		285.44	638.72	32.00	0.00	0.00	956.16
0399-0000-208250		0.00	0.45	0.00	0.00	0.00	0.45
0399-0000-208300		0.00	35.40	0.00	0.00	0.00	35.40
0399-0000-208352		428.14	956.87	48.00	0.00	0.00	1,433.01
0399-0000-208400		139.28	496.52	5.00	0.00	0.00	640.80
0399-0000-208425		1,048.52	2,518.22	30.00	0.00	0.00	3,596.74
0399-0000-208500		0.00	4.54	0.00	0.00	0.00	4.54
0399-0000-208600		0.00	12.74	0.00	0.00	0.00	12.74
0399-0000-208730		0.00	0.59	0.00	0.00	0.00	0.59
0399-0000-208850		0.00	298.00	0.00	0.00	0.00	298.00
0399-0000-208860		507.29	1,073.17	25.00	0.00	0.00	1,605.46
0399.0000.208703		142.73	318.13	16.00	0.00	0.00	476.86
0399-0000-208415		4.22	8.78	0.10	0.00	0.00	13.10
0100-0000-207027		201.80	298.15	0.00	0.00	0.00	499.95
01.0100.0000.207017	DLQ FEE	1,336.76	1,501.99	0.00	0.00	0.00	2,838.75
0103690000370000	JUVENILE CASE MANAGER FUND	356.79	773.64	40.00	0.00	0.00	1,170.43
01-0399-0000-208034	TRUANCY PREVENTION AND DIVEI	127.16	292.73	12.00	0.00	0.00	431.89
TOTALS :		25,065.60	51,844.18	5,035.10	0.00	0.00	81,944.88

Commissioners Court - Regular Session**11.****Meeting Date:** 05/16/2017

Asset Auction 5-16-2017

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) HP Officejet color printer, (16) Pallets of fluorescent lighting, (2) Desks, (1) Storage unit, (2) Chairs (see attached lists) pursuant to Tx. Local Gov't Code 263.152.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsAsset Auction

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Jayme Jasso

Final Approval Date: 05/09/2017

Reviewed By

Wendy Coco

Date

05/09/2017 08:45 AM

Started On: 05/08/2017 02:04 PM

Williamson County

Asset Status Change Form

[Print Form](#)

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

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

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	HP OFFICEJET 4500 COLOR PRINTER	CN0CFF0DB		Working

Parties involved:

FROM (Transferor Department): 0581

Transferor - Elected Official/Department Head/
Authorized Staff:

Contact Person:

MICHAEL WRIGHT

AUBURY HOLMES

Print Name

Print Name

Signature

Date Phone Number

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

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

Contact Person:

RECEIVED

Print Name

Print Name

MAY - 3 2017

Signature

Date Phone Number

AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

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

Forward to County Auditor's Office

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

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

Williamson County

Asset Status Change Form

Print Form

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

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

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
16	Pallets of 2'x4' lay-in fluorescent lighting			Working

Parties involved:

FROM (Transferor Department): Facilities

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

Todd Imboden

Todd Imboden

Print Name

Print Name




+1 (512) 943-1610

Signature

Date Phone Number

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

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

Print Name

Print Name

Signature

Date Phone Number

RECEIVED

MAY - 3 2017

AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

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

Forward to County Auditor's Office

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

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

Williamson County

Asset Status Change Form

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	Computer Desk			Working <input type="checkbox"/>
1	Metal Desk			Working <input type="checkbox"/>
1	Upper Storage Unit			Working <input type="checkbox"/>
2	Chairs			Working <input type="checkbox"/>
				<input type="checkbox"/>

Parties involved:

FROM (Transferor Department): ITS

Transferor - Elected Official/Department Head/
Authorized Staff:

Contact Person:

Tony Hill
Print Name

Tony Hill

Print Name

Danny McElroy
Signature

5/1/2017

Date

943-3314

Phone Number

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

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

Contact Person: **RECEIVED**

Tony Hill

Print Name

MAY - 3 2017

943-3314

Phone Number

Print Name

5/1/2017

Signature

Date

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

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

Forward to County Auditor's Office

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

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

Commissioners Court - Regular Session**12.****Meeting Date:** 05/16/2017

Vehicle Reimbursement Agreements for County Sheriff

Submitted For: Robert Chody**Submitted By:** Starla Hall, Sheriff**Department:** Sheriff**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take any appropriate action regarding approval and receipt of Vehicle Reimbursement Agreements regarding off-duty contracting of County Sheriff Deputies with:

- a. T. G. Mercer Consulting Services, Inc. (Traffic control on Hwy 29 at Old Castle Materials in Liberty Hill)
- b. Orenda Education (Security/Traffic control of campus at Gateway College Prep)

Background

These agreements give permission for T.G. Mercer Consulting Services and Orenda Education to contract County Deputies in a private capacity and the County to invoice them for deputies' vehicle usage.

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsT.G. Mercer ConsultingOrenda Education

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Starla Hall

Final Approval Date: 05/11/2017

Reviewed By

Wendy Coco

Date

05/11/2017 11:39 AM

Started On: 05/11/2017 09:55 AM

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

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

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

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

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

4. The term of this AGREEMENT shall begin on the May 01, 2017 and shall terminate on September 30, 2017. Any extension of this AGREEMENT must be set forth in writing and signed by both parties.
5. State law requires that law enforcement personnel conducting "off-duty" work must be both "full time" and "entitled" to fringe benefits. Tex. Occup. Code Sec. 1702.322(A) & (B)(i). Thus, part-time deputies and "reserve" officers may not conduct "off-duty" work.¹
6. The COUNTY agrees that each of the DEPUTIES will be properly insured with automobile liability insurance while operating the patrol vehicle in accordance with Section 612.005(b) of the Texas Government Code, and any other applicable laws.
7. COUNTY agrees to invoice NON-GOVERNMENTAL ORGANIZATION for the reimbursement amounts for deputy vehicle usage at the rate of **\$12.00 per hour per vehicle** (to cover NON-GOVERNMENTAL ORGANIZATION's fair share of costs for fuel, maintenance, and yearly premiums on automobile insurance).
8. NON-GOVERNMENTAL ORGANIZATION agrees to log and maintain all times that vehicles are allotted to off-duty work, whether actually used or parked, for each vehicle used by DEPUTIES on a monthly basis. NON-GOVERNMENTAL ORGANIZATION shall provide such vehicle time records to COUNTY and LEA no later than the last day of the end of each month in which vehicle usage occurs. COUNTY will invoice based on the total usage and rate, as set forth in Paragraph 7, and NON-GOVERNMENTAL ORGANIZATION will pay such invoice within ten (10) days of the invoice date. Reporting must be submitted to:

LEA: At the address set forth on signature page below.

COUNTY: Williamson County Auditor's Office
Attn: Finance Director
710 Main Street, Suite 301
Georgetown, Texas 78626

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

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

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

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

NON-GOVERNMENTAL ORGANIZATION:

Name of Organization: T.G. Merces Consulting Services, Inc.

Signature: Michael Magee

Printed Name: Michael Magee

Title: Project Manager

Date: May 01, 2017

WILLIAMSON COUNTY LAW ENFORCEMENT AGENCY:

Name of Office: Sheriff

Printed Name of Official: Robert Chody

Signature of Official: Rob Ch

Date: 5-5-17, 2017

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

WILLIAMSON COUNTY COMMISSIONERS COURT:

By: _____

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

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

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

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

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

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

4. The term of this AGREEMENT shall begin on the 28th of May, 2017 and shall terminate on September 30, 2017. Any extension of this AGREEMENT must be set forth in writing and signed by both parties.
5. State law requires that law enforcement personnel conducting "off-duty" work must be both "full time" and "entitled" to fringe benefits. Tex. Occup. Code Sec. 1702.322(A) & (B)(i). Thus, part-time deputies and "reserve" officers may not conduct "off-duty" work.¹
6. The COUNTY agrees that each of the DEPUTIES will be properly insured with automobile liability insurance while operating the patrol vehicle in accordance with Section 612.005(b) of the Texas Government Code, and any other applicable laws.
7. COUNTY agrees to invoice NON-GOVERNMENTAL ORGANIZATION for the reimbursement amounts for deputy vehicle usage at the rate of **\$12.00 per hour per vehicle** (to cover NON-GOVERNMENTAL ORGANIZATION's fair share of costs for fuel, maintenance, and yearly premiums on automobile insurance).
8. NON-GOVERNMENTAL ORGANIZATION agrees to log and maintain all times that vehicles are allotted to off-duty work, whether actually used or parked, for each vehicle used by DEPUTIES on a monthly basis. NON-GOVERNMENTAL ORGANIZATION shall provide such vehicle time records to COUNTY and LEA no later than the last day of the end of each month in which vehicle usage occurs. COUNTY will invoice based on the total usage and rate, as set forth in Paragraph 7, and NON-GOVERNMENTAL ORGANIZATION will pay such invoice within ten (10) days of the invoice date. Reporting must be submitted to:

LEA: At the address set forth on signature page below.

COUNTY: Williamson County Auditor's Office
Attn: Finance Director
710 Main Street, Suite 301
Georgetown, Texas 78626

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

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

10. Each party to this AGREEMENT, in the performance of this AGREEMENT, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another.
11. Nothing in this AGREEMENT shall be deemed to waive, modify or amend any legal defense available at law or in equity to COUNTY, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. COUNTY does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

NON-GOVERNMENTAL ORGANIZATION:

Name of Organization: Orenda Education

Signature: Margina Escobar

Printed Name: Margina Escobar

Title: Director of Financial Services

Date: May 3, 2017

WILLIAMSON COUNTY LAW ENFORCEMENT AGENCY:

Name of Office: Sheriff

Printed Name of Official: Robert Chody

Signature of Official: Rg

Date: 5-9-17, 2017

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

WILLIAMSON COUNTY COMMISSIONERS COURT:

By: _____

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

Commissioners Court - Regular Session**13.****Meeting Date:** 05/16/2017

Selection of new WCCF board member

Submitted For: Gary Boyd**Submitted By:** Gary Boyd, Parks**Department:** Parks**Agenda Category:** Consent

Information**Agenda Item**

Acknowledge and consent to appointment of John Hesser, Councilman for City of Georgetown, to the Williamson County Conservation Foundation board to fill an unexpired term ending in 2018.

Background

Mr. Hesser is in his second term as City Councilman for District 3 for the City of Georgetown. He serves or has served on the following committees and boards for the City.

- Current Member of the Georgetown Transportation Enhancement Corporation
- Current Member of the Georgetown Transportation Advisory Board
- Current Member of the General Government and Finance Advisory Board
- Former Member of the Georgetown Utility Systems Advisory Board
- Former Chairman of the Georgetown Parks and Recreation Board

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Gary Boyd (Originator)

Form Started By: Gary Boyd

Final Approval Date: 05/12/2017

Reviewed By

Wendy Coco

Wendy Coco

Date

05/11/2017 09:50 AM

05/12/2017 03:48 PM

Started On: 05/11/2017 08:45 AM

Commissioners Court - Regular Session**14.****Meeting Date:** 05/16/2017

acknowledgement of WCCF board appointments

Submitted For: Gary Boyd**Submitted By:** Gary Boyd, Parks**Department:** Parks**Agenda Category:** Consent

Information**Agenda Item**

Acknowledge and consent to appointments to the Williamson County Conservation Foundation Board of Directors for the terms ending April 2019 and recognize the election of officers for the term ending April 2018.

Background

At its May 3, 2017 Annual Meeting the Williamson County Conservation Foundation (WCCF) board consented to seat the following individuals for board membership for two year terms (ending approximately April 24, 2019):

Valerie Covey - 2 year term

Cynthia Long - 2 year term

Karen Wind - 2 year term

Also, election of officers was held for position terms ending April 2018:

Valerie Covey - President

Cynthia Long - Vice-president

Gary Boyd - Secretary/Treasurer (non-voting position)

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Gary Boyd

Final Approval Date: 05/09/2017

Reviewed By

Wendy Coco

Date

05/09/2017 08:45 AM

Started On: 05/05/2017 09:25 AM

Commissioners Court - Regular Session**15.****Meeting Date:** 05/16/2017

Property Tax Refunds – Over 2500 – April 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 April 2017 for the Williamson County Tax Assessor/Collector.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments040117-043017 Refunds Over 2500

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Sandra Surratt

Final Approval Date: 05/11/2017

Reviewed By

Wendy Coco

Date

05/11/2017 08:33 AM

Started On: 05/10/2017 04:56 PM



Date: May 10, 2017

To: Members of the Commissioners Court

From: Larry Gaddes PCAC, CTA

Larry Gaddes PCAC, C T A
Tax Assessor/Collector

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	350 Discovery Blvd., Ste. 101	412 Vance St., Ste. 1
Round Rock, Texas 78664	Cedar Park, Texas 78613	Taylor, Texas 76574
Telephone: 512.244.8644	Telephone: 512.260.4290	Telephone: 512.352.4140

Property Tax
Account QuickReport
As of April 30, 2017

	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
Refunds Payable - Taxpayers					
	04/20/2017	61785	LERETA, LLC	R444561 - Overpayment	-6,995.74
Total Refunds Payable - Taxpayers					-6,995.74
TOTAL					-6,995.74

Commissioners Court - Regular Session**16.****Meeting Date:** 05/16/2017

Property Tax Collections – April 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 April 2017 for the Williamson County Tax Assessor/Collector.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments040117-043017 GWI-RFM040117-043017 GWI-RFM Graph

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Sandra Surratt

Final Approval Date: 05/11/2017

Reviewed By

Wendy Coco

Date

05/11/2017 08:33 AM

Started On: 05/10/2017 05:14 PM

YEAR TO DATE - COLLECTION REPORT
Williamson County - GWI/RFM Property Taxes
April 30, 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	\$614,411.60	\$57,886.35	\$27.48	\$3,362,490.79	\$223,305,904.88	98.52%	98.66%	99.21%
2015 & Prior	\$2,047,458.40	(\$327,695.87)	\$1,719,762.53	\$53,619.07	\$22,361.65	\$1,871.48	\$1,408,000.18	\$311,762.35	18.13%	26.52%	
Rollbacks	\$468,099.22	\$511,876.98	\$979,976.20	\$0.00	\$0.00	\$0.00	\$179,239.48	\$800,736.72	81.71%	82.25%	
Total All	\$228,738,619.67	\$629,514.73	\$229,368,134.40	\$668,030.67	\$80,248.00	\$1,898.96	\$4,949,730.45	\$224,418,403.95	97.84%	98.05%	

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	\$55,765.08	\$5,278.74	\$2.52	\$298,379.65	\$20,308,976.37	98.55%	98.69%	99.21%
2015 & Prior	\$172,606.65	(\$28,296.29)	\$144,310.36	\$4,511.04	\$1,930.38	\$145.42	\$116,268.36	\$28,042.00	19.43%	28.31%	
Rollbacks	\$37,565.88	\$41,884.94	\$79,450.82	\$0.00	\$0.00	\$0.00	\$14,880.61	\$64,570.21	81.27%	81.80%	
Total All	\$20,772,176.66	\$58,940.54	\$20,831,117.20	\$60,276.12	\$7,209.12	\$147.94	\$429,528.62	\$20,401,588.58	97.94%	98.14%	

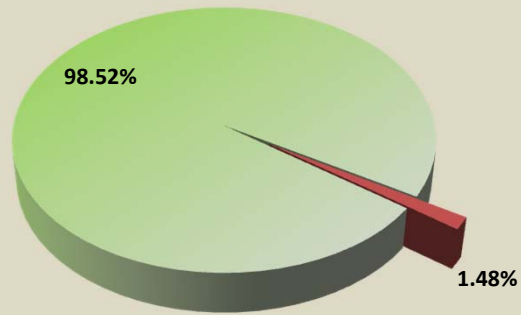
2016 COMBINED MONTHLY BREAKDOWN

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			
Apr-17	\$250,053,112.08	\$146,139.52	\$250,199,251.60	\$728,306.79	\$87,457.12	\$2,046.90	\$5,379,259.07	\$244,819,992.53			

**Year to Date Collection Report
October 1, 2016 - April 30, 2017**

■ YTD Collected ■ YTD Uncollected

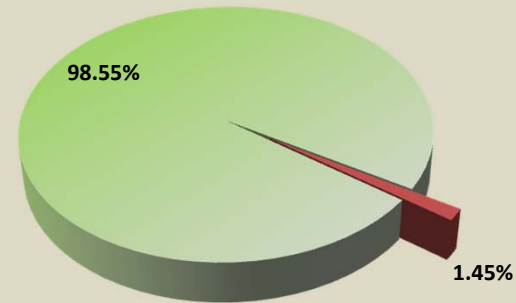
GWI



**Year to Date Collection Report
October 1, 2016 - April 30, 2017**

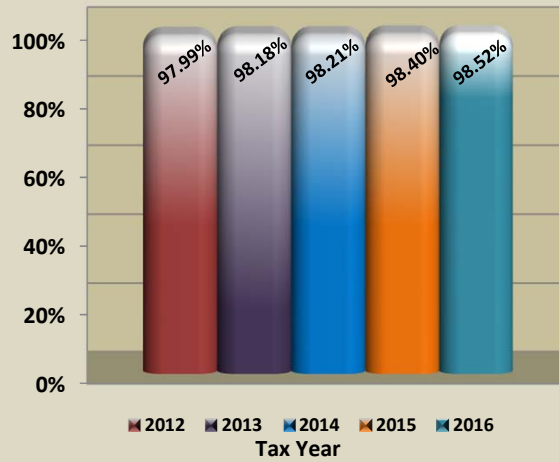
■ YTD Collected ■ YTD Uncollected

RFM



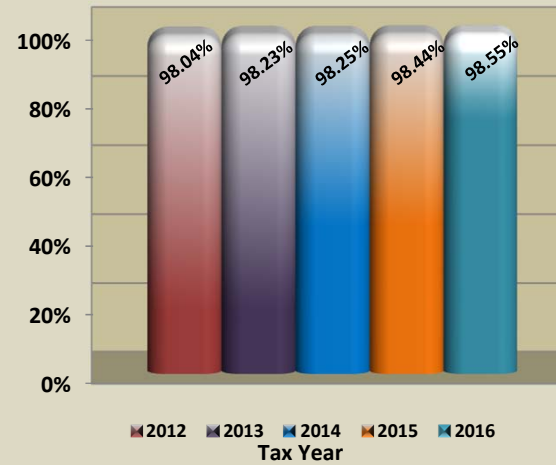
**Percent of Roll Collected Comparison
April 2013-2017**

GWI



**Percent of Roll Collected Comparison
April 2013-2017**

RFM



Commissioners Court - Regular Session**17.****Meeting Date:** 05/16/2017

TexPool Resolutions Amending Authorized Representatives

Submitted For: Larry Gaddes**Submitted By:** Judy Kocian, County Tax Assessor
Collector**Department:** County Tax Assessor Collector**Agenda Category:** Consent

Information**Agenda Item**

Approve, consider and take appropriate action to approve the TexPool Resolutions Amending Authorized Representatives fro the Tax Assessor/Collector's office.

Background

TexPool Resolution authorizing the Chief Deputy, Matt Johnson to transmit or withdraw investment funds in the TexPool and TexPool Prime and to take all other actions deemed necessary or appropriate for the investment of local funds. In addition, the Resolution also allows tax office employees, Peggy Hay and Kari Schroeder to be inquiry only representatives on the TexPool and TexPool Prime accounts.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments[TexPool Resolution](#)[TexPool Resolution](#)

Form Review**Inbox**

County Judge Exec Asst.

Tax Assessor (Originator)

Form Started By: Judy Kocian

Final Approval Date: 05/11/2017

Reviewed By

Wendy Coco

Judy Kocian

Date

05/09/2017 08:45 AM

05/11/2017 10:21 AM

Started On: 05/05/2017 10:29 AM



Resolution Amending Authorized Representatives

Please use this form to amend or designate Authorized Representatives.

This document supersedes all prior Authorized Representative forms.

* Required Fields

1. Resolution

WHEREAS,

Williamson County Tax Assessor/Collector

Participant Name*

7 8 3 9 4

Location Number*

("Participant") is a local government of the State of Texas and is empowered to delegate to a public funds investment pool the authority to invest funds and to act as custodian of investments purchased with local investment funds; and

WHEREAS, it is in the best interest of the Participant to invest local funds in investments that provide for the preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act; and

WHEREAS, the Texas Local Government Investment Pool ("TexPool/ Texpool Prime"), a public funds investment pool, were created on behalf of entities whose investment objective in order of priority are preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act.

NOW THEREFORE, be it resolved as follows:

- A. That the individuals, whose signatures appear in this Resolution, are Authorized Representatives of the Participant and are each hereby authorized to transmit funds for investment in TexPool / TexPool Prime and are each further authorized to withdraw funds from time to time, to issue letters of instruction, and to take all other actions deemed necessary or appropriate for the investment of local funds.
- B. That an Authorized Representative of the Participant may be deleted by a written instrument signed by two remaining Authorized Representatives provided that the deleted Authorized Representative (1) is assigned job duties that no longer require access to the Participant's TexPool / TexPool Prime account or (2) is no longer employed by the Participant; and
- C. That the Participant may by Amending Resolution signed by the Participant add an Authorized Representative provided the additional Authorized Representative is an officer, employee, or agent of the Participant;

List the Authorized Representative(s) of the Participant. Any new individuals will be issued personal identification numbers to transact business with TexPool Participant Services.

1. Cathy Atkinson

Name

Accounting Manager

Title

512-943-1544 / 512-943-1547 / catkinson@wilco.org

Phone/Fax/Email

Cathy Atkinson

Signature

2. Larry Gaddes

Name

Tax Assessor/Collector

Title

512-943-1954 / 512-943-3578 / lgaddes@wilco.org

Phone/Fax/Email

Larry Gaddes

Signature

1. Resolution (continued)

3. Alma Russell
Name
Director Motor Vehicle
Title
512-943-1642 / 512-943-1618 / arussell@wilco.org
Phone/Fax/Email
Alma Russell
Signature

4. Matt Johnson
Name
Chief Deputy Tax Assessor/Collector
Title
512-943-1641 / 512-943-3578 / matt.johnson@wilco.org
Phone/Fax/Email
Matt Johnson
Signature

List the name of the Authorized Representative listed above that will have primary responsibility for performing transactions and receiving confirmations and monthly statements under the Participation Agreement.

Cathy Atkinson
Name

In addition and at the option of the Participant, one additional Authorized Representative can be designated to perform only inquiry of selected information. This limited representative cannot perform transactions. If the Participant desires to designate a representative with inquiry rights only, complete the following information.

Peggy Hay
Name
Accounting Specialist I
Title
512-943-1910 / 512-943-1547 / peggy.hay@wilco.org
Phone/Fax/Email

D. That this Resolution and its authorization shall continue in full force and effect until amended or revoked by the Participant, and until TexPool Participant Services receives a copy of any such amendment or revocation. This Resolution is hereby introduced and adopted by the Participant at its regular/special meeting held on the ____ day _____, 20 ____.

Note: Document is to be signed by your Board President, Mayor or County Judge and attested by your Board Secretary, City Secretary or County Clerk.

Williamson County Tax Assessor/Collector
Name of Participant*

SIGNED

Signature*
Dan Gattis
Printed Name*
Williamson County Judge
Title*

ATTEST

Signature*

Printed Name*

Title*

2. Mailing Instructions

The completed Resolution Amending Authorized Representatives can be faxed to TexPool Participant Services at 1-866-839-3291, and mailed to:

TexPool Participant Services
1001 Texas Avenue, Suite 1400
Houston, TX 77002

ORIGINAL SIGNATURE AND DOCUMENT REQUIRED

TEX-REP

2 OF 2

TexPool Participant Services
1001 Texas Avenue, Suite 1400 • Houston, TX 77002
Phone: 1-866-TEXPOOL (839-7665) • Fax: 1-866-839-3291 • www.texpool.com

Managed and
Serviced by **Federated®**
G45340-17 (12/15)



Resolution Amending Authorized Representatives

Please use this form to amend or designate Authorized Representatives.

This document supersedes all prior Authorized Representative forms.

* Required Fields

1. Resolution

WHEREAS,

Williamson County Tax Assessor/Collector

Participant Name*

7 8 3 9 4

Location Number*

("Participant") is a local government of the State of Texas and is empowered to delegate to a public funds investment pool the authority to invest funds and to act as custodian of investments purchased with local investment funds; and

WHEREAS, it is in the best interest of the Participant to invest local funds in investments that provide for the preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act; and

WHEREAS, the Texas Local Government Investment Pool ("TexPool/ Texpool Prime"), a public funds investment pool, were created on behalf of entities whose investment objective in order of priority are preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act.

NOW THEREFORE, be it resolved as follows:

- A. That the individuals, whose signatures appear in this Resolution, are Authorized Representatives of the Participant and are each hereby authorized to transmit funds for investment in TexPool / TexPool Prime and are each further authorized to withdraw funds from time to time, to issue letters of instruction, and to take all other actions deemed necessary or appropriate for the investment of local funds.
- B. That an Authorized Representative of the Participant may be deleted by a written instrument signed by two remaining Authorized Representatives provided that the deleted Authorized Representative (1) is assigned job duties that no longer require access to the Participant's TexPool / TexPool Prime account or (2) is no longer employed by the Participant; and
- C. That the Participant may by Amending Resolution signed by the Participant add an Authorized Representative provided the additional Authorized Representative is an officer, employee, or agent of the Participant;

List the Authorized Representative(s) of the Participant. Any new individuals will be issued personal identification numbers to transact business with TexPool Participant Services.

1. Cathy Atkinson

Name

Accounting Manager

Title

512-943-1544 / 512-943-1547 / catkinson@wilco.org

Phone/Fax/Email

Signature

2. Larry Gaddes

Name

Tax Assessor/Collector

Title

512-943-1954 / 512-943-3578 / lgaddes@wilco.org

Phone/Fax/Email

Signature

1. Resolution (continued)

3. Alma Russell
 Name
Director Motor Vehicle
 Title
512-943-1642 / 512-943-1618 / arussell@wilco.org
 Phone/Fax/Email
Alma Russell
 Signature

4. Matt Johnson
 Name
Chief Deputy Tax Assessor/Collector
 Title
512-943-1641 / 512-943-3578 / matt.johnson@wilco.org
 Phone/Fax/Email
Matt Johnson
 Signature

List the name of the Authorized Representative listed above that will have primary responsibility for performing transactions and receiving confirmations and monthly statements under the Participation Agreement.

Cathy Atkinson
 Name

In addition and at the option of the Participant, one additional Authorized Representative can be designated to perform only inquiry of selected information. This limited representative cannot perform transactions. If the Participant desires to designate a representative with inquiry rights only, complete the following information.

Kari Schroeder
 Name
Accounting Specialist I
 Title
512-943-1939 / 512-943-1547 / kari.schroeder@wilco.org
 Phone/Fax/Email

D. That this Resolution and its authorization shall continue in full force and effect until amended or revoked by the Participant, and until TexPool Participant Services receives a copy of any such amendment or revocation. This Resolution is hereby introduced and adopted by the Participant at its regular/special meeting held on the ____ day _____, 20 ____.

Note: Document is to be signed by your Board President, Mayor or County Judge and attested by your Board Secretary, City Secretary or County Clerk.

Williamson County Tax Assessor/Collector
 Name of Participant*

SIGNED

Signature*
Dan Gattis
 Printed Name*
Williamson County Judge
 Title*

ATTEST

Signature*

 Printed Name*

 Title*

2. Mailing Instructions

The completed Resolution Amending Authorized Representatives can be faxed to TexPool Participant Services at 1-866-839-3291, and mailed to:

TexPool Participant Services
 1001 Texas Avenue, Suite 1400
 Houston, TX 77002

ORIGINAL SIGNATURE AND DOCUMENT REQUIRED

TEX-REP

2 OF 2

TexPool Participant Services
 1001 Texas Avenue, Suite 1400 • Houston, TX 77002
 Phone: 1-866-TEXPOOL (839-7665) • Fax: 1-866-839-3291 • www.texpool.com

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 G45340-17 (12/15)

Commissioners Court - Regular Session**18.****Meeting Date:** 05/16/2017

TWC Data Exchange

Submitted For: Cynthia Long**Submitted By:** Kathy Pierce, Commissioner Pct. #2**Department:** Commissioner Pct. #2**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on TWC Data Exchange Request and Safeguard Plan for Williamson County Constable Precinct 2.

Background

This is the first phase of the renewal process for the TWC Data Exchange Request and Safeguard Plan contract. This is a renewal to continue access to TWC data used to research work history on individuals with outstanding warrants and to locate individuals to be served with civil papers.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments[TWC Agreement](#)

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Kathy Pierce

Final Approval Date: 05/10/2017

Reviewed By

Wendy Coco

Date

05/10/2017 09:01 AM

Started On: 05/09/2017 02:55 PM



Constable Rick Coffman
Williamson County Precinct Two

Chief Deputy
William H. Beechinor

Lieutenant
James Kevin Thomas

Sergeant
Sam Holt

Sergeant
Wade Fowler

May 1, 2017

Honorable Dan Gattis
County Judge, Williamson County
710 Main Street, Ste 101
Georgetown, TX 78626

Dear Judge Gattis:

Please find enclosed for your signature TWC Data Exchange Request and Safeguard Plan for Williamson County Constable Precinct 2. As you may recall from last year, this is the first step in renewing our TWC contact from the 2017-2018 fiscal year. This is not the TWC contract. Your signature is required on page 4. Upon signing please return the Plan to our office.

Should you have any questions concerning this renewal process, please contact me at your convenience.

Thank you for your prompt attention to this matter.

Sincerely,

A handwritten signature in blue ink, which appears to read "Will H. Beechinor".

William H. Beechinor
Chief Deputy

TWC Data Exchange Request and Safeguard Plan

CONTRACT BASICS		Please fill in the information regarding the request. Check all that apply.
1.	Name of requesting governmental entity	Williamson County Constable Precinct 2
2.	Entity Tax ID#	74-6000978-4
3.	Street Address – Line 1	350 Discovery Blvd
4.	Street Address – Line 2	Ste 205
5.	City, State, Zip	Cedar Park, TX 78613
6.	Is this a new request or renewal of an existing contract?	<input type="checkbox"/> New request <input checked="" type="checkbox"/> Renewal of existing agreement <input type="checkbox"/> There are other contracts with the party not affected by this agreement, which are as follows:
7.	Type of entity and authority to contract	<input checked="" type="checkbox"/> Texas Local Government Code, Interlocal Cooperation Act (e.g., cities, counties) <input type="checkbox"/> Texas Government Code, Interagency Cooperation Act (e.g., state agency) <input type="checkbox"/> Federal Agency Authority <input type="checkbox"/> If state agency, please specify authority
8.	Purpose for requesting information	<i>Check all that apply:</i> <input checked="" type="checkbox"/> to assist in criminal investigations <input checked="" type="checkbox"/> to assist in locating defendants, witnesses and fugitives in criminal cases <input checked="" type="checkbox"/> to assist in locating persons with outstanding warrants <input type="checkbox"/> to assist in locating probation absconders <input type="checkbox"/> to assist in determining eligibility for public assistance/services <input type="checkbox"/> other: please specify: (language will be inserted into contract)
DATA REQUEST DETAILS		
9.	Information requested	<i>Check all that apply:</i> <input checked="" type="checkbox"/> wages reported by employers as earned per SSN per quarter (wage records) [proof of income] <input checked="" type="checkbox"/> addresses of employers who reported wages by SSN <input checked="" type="checkbox"/> addresses of recipients of unemployment insurance benefits by SSN <input type="checkbox"/> unemployment insurance benefits paid by SSN [proof of income] <input type="checkbox"/> employer reports of wages paid per quarter (list of workers by employer) by employer Tax account [co-worker list]
10.	Method of receiving data	<input type="checkbox"/> Online access: Contractor access for lookup by SSN through password-protected log-in account. Number of individuals needing access accounts: <input checked="" type="checkbox"/> 1-10 (The subscription rate is \$1,500 per year.) <input type="checkbox"/> 11-25 (The subscription rate is \$2,000 per year.) <input type="checkbox"/> 26-50 (The subscription rate is \$3,500 per year.)* <input type="checkbox"/> Specify other quantity

		<p>Volume/quantity of ONLINE users of Personal Identifiable Information (PII) information per year. Estimated number of individual records requested?</p> <p>X <input type="checkbox"/> under 10,000 annually <input type="checkbox"/> 10,000-or more annually</p> <p>* <u>Please send separate detailed justification on organizational letterhead if more than 25 accounts are requested.</u></p> <hr/> <p>Offline records: Computer match done by TWC staff. Scheduled computer matching against file of SSNs or tax account numbers submitted by Requestor periodically. Frequency of requests:</p> <p><input type="checkbox"/> Nightly <input type="checkbox"/> Weekly <input type="checkbox"/> Bi-Weekly <input type="checkbox"/> Monthly</p> <p><input type="checkbox"/> Quarterly <input type="checkbox"/> Annually <input type="checkbox"/> Other – specify:</p> <p><input type="checkbox"/> Ad hoc request for non-scheduled requests. Attach specifications including data field names.</p> <p><input type="checkbox"/> One-time request for large quantity of records. Attach specifications including data field names.</p> <p><input type="checkbox"/> One-time request for one or few quantity of records. Submit request to open.records@twc.state.tx.us or fax request to 512-463-2990.</p> <p>Volume/quantity of OFFLINE records requested</p> <p>Per submission:</p> <p>Estimated number of individual's records requested? _____</p> <p><input type="checkbox"/> Under 10,000 annually</p> <p><input type="checkbox"/> 10,000-or more annually. If over 10,000 file additional tracking information will be required.</p> <p>De-identification: If submitting SSNs TWC, also include a unique identifier. For enhanced security, the return file will not include SSNs but instead will include the unique identifier.</p>
11.	Volume/quantity of OFFLINE records requested	<p>Volume Per submission: <input type="checkbox"/> under 150 SSNs/Tax IDs <input type="checkbox"/> 151 to 1500 SSNs/Tax IDs</p> <p><input type="checkbox"/> Over 1500 SSNs/Tax IDs per submission</p>
12.	Requested length of contract	X <input type="checkbox"/> 1 year <input type="checkbox"/> 2 years <input type="checkbox"/> 3 years <input type="checkbox"/> 4 years <input type="checkbox"/> 5 years
13.	Requested start date	<input type="checkbox"/> For federal entities only: to correspond with start of fiscal year starting:
SAFEGUARD REQUIREMENTS		
14.	Please complete this safeguard section, items 15 through 21.	<p><input type="checkbox"/> We will only view screen information</p> <p>X <input type="checkbox"/> We will use paper copies of screen prints</p> <p><input type="checkbox"/> We will transfer information into paper records format</p> <p><input type="checkbox"/> We will use electronic copies of screen prints (PDF)</p> <p><input type="checkbox"/> We will transfer data into an electronic record</p>
15.	Express written permission and contract language is required for non-employees to access. Will	<p>X <input type="checkbox"/> Only direct employees will be provided access.</p> <p><input type="checkbox"/> Persons who are not employees may/will be provided access. Please specify those that apply:</p> <p><input type="checkbox"/> Data Center Operators</p>

	non-employees be provided access to the data?	<input type="checkbox"/> Other Governmental Contractors: Please specify:
16.	What access control methods will you use for access to the TWC information?	X <input type="checkbox"/> Texas State Requirements under TAC 202 comparable standards <input type="checkbox"/> National Institute of Secure Technology (NIST) comparable standards <input type="checkbox"/> IRS Publication 1075 comparable standards
17.	How will you protect data at rest? (Both FIPS 140-2 and 128-BIT AES encryption are minimum requirements.	X <input type="checkbox"/> Encrypt with FIPS 140-2 or higher and <input type="checkbox"/> Encrypt at 128-BIT AES encryption or higher <input type="checkbox"/> Other: Please specify:
18.	When will data destruction occur?	X <input type="checkbox"/> Consistent with Texas State Libraries and Archives Commission (state records retention laws) <input type="checkbox"/> Consistent with other standards: Please specify:
19.	Will the data you are requesting be disclosed to any other entity?	Specify: No
20.	Describe how your organization assesses your security posture.	X <input type="checkbox"/> Vulnerability testing <input type="checkbox"/> Penetration testing <input type="checkbox"/> Audits; specify frequency <input type="checkbox"/> Other, If Other specify:
21.	Are background checks performed on employees who will access information?	<input type="checkbox"/> No, background checks are not performed X <input type="checkbox"/> Yes, background checks are performed. If yes, state when background checks are performed: X <input type="checkbox"/> Pre-employment <input type="checkbox"/> Periodic checks during employment
22.	How will you have an audible trail?	X <input type="checkbox"/> I will keep a worksheet that includes at a minimum, the person making the inquiry, the reason for the inquiry, identifying information regarding the case or claim for which the inquiry was made, and the date the inquiry was made. <input type="checkbox"/> Other, If Other specify:
CONTACTS		
23.	Point of Contact Name (for daily matters)	William H. Beechinor
24.	Point of Contact Title	Chief Deputy
25.	Point of Contact Phone	512-260-4270
26.	Point of Contact E-mail	wbeechinor@wilco.org
Q	Point of Contact Address	350 Discovery Blvd, Ste 205, Cedar Park, TX 78613
28.	Alternate Point of Contact Name and Title	Paula Smith, Research Analyst
29.	Alternate Point of Contact Phone	512-260-4270
30.	Alternate Point of Contact E-mail	psmith@wilco.org
31.	Alternate Point of Contact Address	If different from Point of Contact
32.	Signatory Name	Dan Gattis
33.	Signatory Title	County Judge
34.	Signatory Phone Number	512-260-4270
35.	Signatory E-mail	wbeechinor@wilco.org
36.	Signatory Address	If different from Point of Contact

37.	Data Technology Contact Name	
38.	Data Technology Contact Phone	512-943-1456
39.	Data Technology Contact E-mail	helpdesk@wilco.org
40.	Invoice Recipient Name	William H. Beechinor
41.	Invoice Recipient Phone Number	512-260-4270
42.	Invoice Recipient Title	Chief Deputy
43.	Invoice Recipient E-mail	wbeechinor@wilco.org
44.	Invoice Recipient Address	If different from Point of Contact

All statements and information on this form are true and correct to the best of my knowledge.

Contract Signatory _____ Date _____

For questions on how to complete this request form, contact ORContracts.Management@twc.state.tx.us or call 512-463-2422.

STOP HERE if you are only seeking online access.

If Sending Batch Files or Computer Matching – Below are the Offline Charge Details:

OFFLINE INFORMATION REQUEST SPECIFICATIONS

(Describe in detail and be as specific as possible.)

Provide a reason for the request (e.g., *statutory citation or rule number*):

Is this a one-time or an ongoing request?

☐

One-time

☐

Ongoing

If ongoing, specify time duration and frequency of data exchange (e.g., *Annual for the next three calendar years, Quarterly, Monthly*):

If other specific data elements are requested, provide a data format.

Description of the request (*If you require a particular data run, clearly specify the data needed, such as wage records, employer records, UI benefits information, etc.*):

Costs for Offline Information:

Rate Schedule for Quarterly Wage Information Only Matched to Submitted SSNs. Rates for TWC quarterly wage record information matched to submitted SSNs are calculated on a per-request basis. Recipient agrees to pay Agency for current wage record matches at the following rates:

Number of SSNs submitted	Rate
150 or less	\$10 for the first SSN; \$2 for each additional SSN; maximum charge \$34
151-599	\$35 per 150 SSNs
600-1,499	\$85
1,500 or greater	\$110 per 1,500 SSNs

Rate Schedule for Technology Services and Other Resources. Rates for technology services and other resources are set out in as follows and may be assessed for data matches or disclosures that require staff or resources to complete.

Type of Units	Description of Unit	Rates ¹
CPU TIME	Number of seconds of computer processing time.	0.27584 per
JOBS RUN	Number of jobs, TSO logons, etc., run during the monthly accounting period.	2.374857
DISK I/O	Number of disks read and write operations x 1000.	0.251
DISK SPACE	Amount of disk space required to perform job functions and store permanent files. Measured in megabyte hours.	0.006584
TAPE I/O	Number of tapes read and write operations x 1000.	0.268429
TAPE MOUNTS	Number of tapes manually placed on tape drive equipment.	1.065082
STANDARD PRINT	1. Number of pages printed on the Xerox 4135 Printer 2. Number of pages printed on the Xerox 4635 MICR Printer	0.014904
SPECIAL PRINT	Number of pages of manufacturer's preprinted forms.	0.128476
PROGRAMMING STAFF TIME	Per hour rate for any necessary programmer time.	45.75 ²
OTHER STAFF TIME	Per hour rate of staff time spent in connection with processing of a request, other than programming time.	24.11
MATERIALS	Diskette Tape Media Rewritable CD (CD-RW) Non-rewritable CD (CD-R)	1.00 3.00 1.00 1.00
POSTAGE	Actual cost of certified mail return receipt requested	

¹ The listed rates are periodically revised to take into account any significant changes in costs of staff, equipment, system software, etc. Once revised, these rates are automatically applied to all computer utilization jobs.

Commissioners Court - Regular Session**19.****Meeting Date:** 05/16/2017

Funding mod

Submitted For: Dan Gattis**Submitted By:** Hal Hawes, County Judge**Department:** County Judge**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on a defunding modification to the Intergovernmental Services Agreement between Williamson County and US Immigration and Customs Enforcement relating the T. Don Hutto Residential Facility in relation to funding of a medical trailer installation project.

Background

This modification is to de-obligate funds from task order HSCEDM-15F-IG004 in the amount of \$29K that was originally made available for a medical trailer installation project. CCA has completed the project at the facility and has already been paid for the work so the funds are no longer needed. CCA has approved the modification.

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsTrailer Project Defunding

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Hal Hawes

Final Approval Date: 05/09/2017

Reviewed By

Wendy Coco

Date

05/09/2017 08:45 AM

Started On: 05/08/2017 10:42 AM

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE OF PAGES		
					1 2		
2. AMENDMENT/MODIFICATION NO.		3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
P00008		See Block 16C		192117FAO00000503			
6. ISSUED BY		CODE		7. ADMINISTERED BY (If other than Item 6)		CODE	
		ICE/DCR				ICE/DCR	
ICEDETENTION COMPLIANCE REMOVALS IMMIGRATION AND CUSTOMS ENFORCEMENT OFFICE OF ACQUISITION MANAGEMENT 801 I STREET NW SUITE 930 WASHINGTON DC 20536				ICEDETENTION COMPLIANCE REMOVALS IMMIGRATION AND CUSTOMS ENFORCEMENT OFFICE OF ACQUISITION MANAGEMENT 801 I STREET NW SUITE 930 WASHINGTON DC 20536			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)				(x) 9A. AMENDMENT OF SOLICITATION NO.			
WILLIAMSON COUNTY TX ATTN JUDGE DAN A GATTIS 301 SE INNER LOOP SUITE 109 GEORGETOWN TX 78626							
				9B. DATED (SEE ITEM 11)			
				x 10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-10-0002 HSCEDM-15-F-IG004			
				10B. DATED (SEE ITEM 13) 11/12/2014			
CODE 0000076930049		FACILITY CODE					

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Decrease: -\$29,715.05
See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Far 43.103(b)

E. IMPORTANT: Contractor ☒ is not. ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

DUNS Number: 076930049
COR: John Stockley (512) 218-3131
Field office POC: Nancy Kennamer: (210) 283 4479
Contract Specialist: Musa Kamara: (202) 732 2516
Contracting Officer: Gregory Anderson (202) 732 2599

The purpose of this modification is to de-obligate funds from task order HSCEDM-15F-IG004, in the amount of (\$29,715.05)

As a result of the change, the overall contract value is decreased

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Gregory Anderson	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
_____ (Signature of person authorized to sign)		_____ (Signature of Contracting Officer)	

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED DROIGSA-10-0002/HSCEDM-15-F-IG004/P00008	PAGE	OF
		2	2

NAME OF OFFEROR OR CONTRACTOR
WILLIAMSON COUNTY TX

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0004	<p>From: \$23,485,055.39 By: (\$29,715.05) To: \$23,455,340.34 Exempt Action: Y Sensitive Award: SPII Delivery: 30 Days After Award Discount Terms: Net 30 Delivery Location Code: ICE/ERO ICE ENFORCEMENT REMOVAL IMMIGRATION AND CUSTOMS ENFORCEMENT 801 I STREET NW SUITE 900 WASHINGTON DC 20536</p> <p>FOB: Destination Period of Performance: 10/04/2012 to 12/31/2015</p> <p>Change Item 0004 to read as follows (amount shown is the total amount):</p> <p>MEDICAL TRAILERS</p> <p>Funding through 3/31/2017 (Per Modification P0008)</p> <p>Funding on this CLIN has been decreased:</p> <p>From: \$0.00 By: \$29,715.05 To: \$703,902.95</p> <p>Accounting Info: ERODETN-J03 BA 31-12-00-000 18-62-0700-40-50-00-00 GE-25-72-00- ----- --- 000000 Funded: -\$29,715.05 Accounting Info: ERODETN-J03 E1 31-12-00-000 18-62-0700-40-50-00-00 GE-25-72-00- ----- --- 000000 Funded: \$0.00</p>				703,902.95

Commissioners Court - Regular Session**20.****Meeting Date:** 05/16/2017

Phone System Mod

Submitted For: Dan Gattis**Submitted By:** Hal Hawes, County Judge**Department:** County Judge**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on a modification to the Intergovernmental Services Agreement between Williamson County and US Immigration and Customs Enforcement in relation to installation and use of the ICE Detainee Telephone System at the T. Don Hutto Residential Facility.

Background

The purpose of this \$0 modification to DROIGSA-10-0002 is to incorporate the ICE Detainee Telephone System (DTS) into the Agreement for use at the T. Don Hutto Correction Center in Taylor, TX beginning June 1st, 2017. CCA has approved the modification.

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsPhone Syst T Don Hutto Mod

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Hal Hawes

Final Approval Date: 05/09/2017

Reviewed By

Wendy Coco

Date

05/09/2017 08:45 AM

Started On: 05/08/2017 10:43 AM

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE OF PAGES 1 4			
2. AMENDMENT/MODIFICATION NO. P00020		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)		
6. ISSUED BY ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street, NW Suite 930 WASHINGTON DC 20536		CODE ICE/DCR		7. ADMINISTERED BY (If other than Item 6) ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, suite 930 Washington DC 20536		CODE ICE/DCR		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) WILLIAMSON COUNTY OF 710 S MAIN STREET SUITE 301 GEORGETOWN TX 786265703				(x)			9A. AMENDMENT OF SOLICITATION NO.	
							9B. DATED (SEE ITEM 11)	
				x			10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-10-0002	
							10B. DATED (SEE ITEM 13) 01/28/2010	
CODE 0769300490000		FACILITY CODE						
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS								
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.								
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule								
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.								
CHECK ONE		A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
		B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).						
		C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:						
X		D. OTHER (Specify type of modification and authority) Bilateral Modification						
E. IMPORTANT: Contractor <input type="checkbox"/> is not. <input checked="" type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.								
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) DUNS Number: 076930049 Program POC: Nancy Kenamer Phone: 210-283-4479 Email: Nancy.Kenamer@ice.dhs.gov COR: John Stockley Phone: 512-218-3131 Email: John.A.Stockley@ice.dhs.gov Contracting Officer: Benjamin Golway Phone: 202-732-2562 Continued ...								
Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.								
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Benjamin Golway				
15B. CONTRACTOR/OFFEROR _____ (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA _____ (Signature of Contracting Officer)		16C. DATE SIGNED		

NAME OF OFFEROR OR CONTRACTOR
WILLIAMSON COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Email: Benjamin.Golway@ice.dhs.gov</p> <p>The purpose of this \$0 modification to DROIGSA-10-0002 is to incorporate the ICE Detainee Telephone System (DTS) into the Agreement for use at the T. Don Hutto Correction Center in Taylor, TX beginning June 1st, 2017. The provisions of the ICE DTS as detailed in Attachment 1 to this modification P00020 are hereby incorporated into the Agreement.</p> <p>All other terms and conditions remain unchanged. Exempt Action: Y Sensitive Award: SPII Period of Performance: 02/01/2010 to 01/31/2020 All other terms and conditions of DROIGSA-10-0002 shall remain the same.</p>				

DROIGSA-10-0002, Modification P00020
Detainee Telephone Services (DTS)

- A. The Service Provider shall provide detainees with reasonable and equitable access to telephones as specified in the ICE 2011 Performance-Based National Detention Standard on Telephone Access. Telephones shall be located in an area that provides for a reasonable degree of privacy and a minimal amount of environmental noise during phone calls.
- B. If authorized to do so under applicable law, the Service Provider shall monitor and record detainee conversations. If detainee telephone conversations can be monitored under applicable law, the Service Provider shall provide notice to detainees of the potential for monitoring. However, the Service Provider shall also provide procedures at the facility for detainees to be able to place unmonitored telephone calls to their attorneys.
- C. Telephone rates shall not exceed the FCC rates for inmate telephone service, as well as State established rates where applicable, and shall conform to all applicable federal, state, and local telephone regulations.
- D. Not applicable.
- E. Not applicable.
- F. The ICE designated DTS Contractor shall be the exclusive provider of detainee telephones for this facility. This will occur at the expiration of any current contract with a Telecommunications Company. The Service Provider shall make all arrangements with the DTS Contractor per the DTS Contract. The DTS Contractor shall be allowed to install vending debit machines and shall receive 100 percent of all revenues collected by sale of prepaid debit services. The DTS Contractor shall be responsible for furnishing all inventory and supply of all DTS calling services to the Service Provider. The DTS Contractor shall be responsible for the costs incurred for installation of the equipment, any monthly telephone charges incurred from the operation of DTS, and the maintenance and operation of the system. The Service Provider shall not be entitled to any commissions, fees, or revenues generated by the use of the DTS or the detainee telephones.
- G. The Service Provider shall inspect telephones for serviceability, in accordance with ICE 2011 Performance-Based National Detention Standards and ICE policies and procedures. The Service Provider shall notify the COR or ICE designee of any inoperable telephones.
- CC. DTS Contractor Information:
Talton Communications
910 Ravenwood Dr.
Selma, AL 36701

Attachment 1
DROIGSA-10-0002, Modification P00020

Robin Hall
Customer Relations Manager
(334) 375-7842
robin@taltoncommunications.com

Mike Oslund
Operations Manager
(334) 375-4200
michael@taltoncommunications.com

Commissioners Court - Regular Session**21.****Meeting Date:** 05/16/2017

Prime Strategies WA 1 for the Long Range Transportation Plan Corridor Program

Submitted For: Robert Daigh**Submitted By:** Sarah Ramos, Unified Road System**Department:** Unified Road System**Agenda Category:** Consent

Information**Agenda Item**

Receive and acknowledge Work Authorization No. 1 under Williamson County Contract for Engineering Services between Prime Strategies, Inc. and Williamson County dated May 16, 2017 to provide engineering management services required for the Williamson County Long Range Transportation Plan (L TP) Corridor Program including manage design consultants, agency reviews and approval, construction lettings, and budget/contract control

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsPSI-WA1-LTPCorridorProgram

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Sarah Ramos

Final Approval Date: 05/11/2017

Reviewed By

Wendy Coco

Date

05/11/2017 11:39 AM

Started On: 05/11/2017 11:07 AM

WORK AUTHORIZATION NUMBER 1

This Work Authorization is made as of this 27th day of January, 2017, under the terms and conditions established in the Agreement for Engineering Services (General Engineering Consultant (GEC) – Program Management, Planning & Design Services), dated May , 201 (the Agreement), between Williamson County, Texas (County) and Prime Strategies, Inc. (PSI). This Work Authorization is made for the following purpose, consistent with the Project defined in the Agreement:

Provide engineering management services required for the Williamson County Long Range Transportation Plan (LTP) Corridor Program including manage design consultants, agency reviews and approval, construction lettings, and budget/contract controls.

Section A. - Scope of Services

A.1. PSI shall perform the following Services:

See attached Exhibit B

A.2. The following Services are not included in this Work Authorization, but shall be provided as Additional Services if authorized or confirmed in writing by the County:

Not Applicable

A.3. In conjunction with the performance of the foregoing Services, PSI shall provide the following submittals/deliverables (Documents) to County:

Monthly reports and other reports, memorandum, etc. identified in the Scope of Services

Section B. – Applicable Period and Schedule

This Work Authorization shall be effective as of the date of the last party's execution below and continue until 12/31/2017. PSI shall perform the Services and deliver the related Documents (if any) according to the following schedule:

January 27, 2017 – December 31, 2017

Section C. - Compensation

C.1. In return for the performance of the foregoing obligations, County shall pay to PSI the not-to-exceed amount of \$350,000.00, payable according to the Rate Schedule and terms of the Agreement.

C.2. Compensation for Additional Services (if any) shall be paid by County to PSI according to the Rate Schedule and terms of the Agreement.

Section D. - County's Responsibilities

County shall perform and/or provide the following in a timely manner so as not to delay the Services of PSI. Unless otherwise provided in this Budget Allocated Work Authorization, County shall bear all costs incident to compliance with the following:

Not Applicable

Section E. - Other Provisions

The parties agree to the following provisions with respect to this specific Budget Allocated Work Authorization:

Not Applicable

IN WITNESS WHEREOF, the County and PSI have executed this Budget Allocated Work Authorization.

Williamson County, Texas
(County)

By: _____

Name: Dan A. Gattis

Title: County Judge

Date: _____, 20____

Prime Strategies, Inc.
(PSI)

By:  _____

Name: Michael J. Weaver

Title: President

Date: May 10, 2017

EXHIBIT B

**SCOPE OF SERVICES TO BE PROVIDED
BY PSI**

The services to be performed by Consultant under this Agreement shall consist of providing Williamson County LTP Corridor Program General Engineering Consultant (GEC) – Corridor Planning, Design and Program Management Services required to initiate and monitor production of contract documents for the projects for the LTP Corridor Program road and drainage projects.

PSI shall furnish all materials required to perform the services specified below.

1. Identify specific program activities and update/modify bond program organizational and management documents, agreements, process.
2. Meet with Commissioners and County staff to identify priority projects.
3. Develop cost estimates, cash flow schedules, and implementation schedules for priority projects.
4. Work with the County financial advisor and County Auditor to determine the appropriate dollar amount for the bond issues including, as necessary, materials for the official statement and bond rating agencies.
5. Prepare Letters of Interest (LOI's), Request for Qualifications (RFQ's) and Requests for Proposals (RFP's) for project consultants and other professional services.
6. Assist in requesting qualification statements from firms for services.
7. Assist in pre-qualifying firms for review and consideration by the Commissioners Court for the road improvement projects and related activities.
8. Update the Williamson County Transportation website, as appropriate; assist in developing a new public information website focusing on the County's overall transportation improvement program.
9. Assist the County in developing public information strategies for the specific transportation project and for each of the road construction components. This would include items such as creation of a full-project multi-media presentation, regular newsletters, targeted project presentations, seminars, town meetings, trade show exhibits, school exhibits, library exhibits, educational materials, websites (updates, as well), maps, informational pieces keyed to each road project, graphics and other exhibits, as needed.
10. Meet with TxDOT and other local, State and Federal agency representatives, as required, to review proposed improvement programs for Williamson County and identify projects the County can facilitate and expedite. Prepare documentation for developing Advance

Funding Agreements between Williamson County and other entities for designed “partnering” projects.

11. Review all State and Federal funding programs to identify “partnering” opportunities. Assist in preparing/presenting program/funding proposals.
12. Assist the County Auditor in updating the financial procedures, programs, and support documents to manage and monitor the bond program expenditures and cash flows.
13. Update as necessary the standardized professional service agreement (PSA) and construction contracts for bond program activities.
14. Assist County staff, County Commissioners, key construction management and construction personnel with information for appearances and presentations to elected officials, government bodies, Capital Area Metropolitan Planning Organization (CAMPO), service organizations, chambers of commerce, neighborhood groups, school groups, various citizen groups, church groups, etc.
15. Amend and update, in coordination with the Commissioners Court and County staff, the Long Range Transportation Plan.
16. Coordinate and schedule ground-breaking activities, milestone presentation announcements and press conferences within the affected areas, or in a particular city or specific focus area. This would include the design, scripting, and production of materials and exhibits for the individual meetings.
17. Assist in planning meetings and neighborhood notifications to the area, the affected cities, etc. through personalized invitations, telephone contact or other means that would insure proper notification to promote full citizen involvement.
18. Update and modify all project signage for all of the county and state road projects in the county.
19. Assist the Right-of-Way acquisition team, as necessary, in the coordination of acquisitions services and the timely acquisition of right-of-way for corridor projects and state highways. This would include providing preliminary cost estimates and a priority acquisition schedule.
20. Coordinate and assist the Environmental Permitting consultants in developing a comprehensive mitigation program for County LTP Corridor projects. Coordinate environmental activities with design engineers, project permitting, route/alignment issues, and right-of-way acquisition.

21. Provide engineering program activities related to establishing the systems and procedures to implement the design and construction of corridor projects. Including:
 - a) Meet and coordinate with various entities to establish goals, constraints, priorities, and responsibilities.
 - b) Prepare a Master Schedule for the LTP Corridor Program, including planning activities, design, right-of-way acquisition and construction phases. The Master Schedule will be updated monthly throughout the duration of the program.
 - c) Develop and maintain a filing system to include program management materials, planning documents, design documents, right-of-way documents, and bid documents.
 - d) Maintain Bond Program Standard Procedures Manual.
 - e) Maintain Bond Program Standard Forms.
 - f) Maintain Bond Program Engineering Design Criteria.
 - g) Maintain Bond Program Plan Preparation Criteria.
 - h) Maintain Bond Program Standards for CADD and CADD procedures.
 - i) Review available Standard Detail sheets for County road projects, and revise, as necessary. Update Standard Detail sheets, as needed.
 - j) Review existing Construction Specifications and revise, as necessary. Create new /Construction Specifications, as needed.
 - k) Review existing Williamson County Bid Package Documents and revise, as necessary.
22. Manage the Geotechnical Investigations, including creation of a Program Geotechnical Plan, develop contracts for geotechnical firms, and review and disseminate results from the geotechnical investigations. This would include providing and/or reviewing pavement design for all county road projects.
23. Provide expert witness assistance in right-of-way acquisition cases and other technical assistance, as requested, in legal matters relating to the Bond Program activities.
24. Manage and oversee design and survey firm activities, including but not limited to:
 - a) Aerial photography
 - b) Benchmark and project control data
 - c) Profile of existing structures, right-of-way, driveways, drainage channels, and utilities
25. Manage and oversee the preparation of final engineering design activities and preparation of construction documents including but not limited to:
 - a) Review scope of work for each road project.
 - b) Review reasonableness of engineering fee estimate for each project.
 - c) Assist Client in negotiation of contracts with selected firms.
 - d) Conduct kick-off meeting with project firm/team.
 - e) Review QA/QC plans submitted by design firms for conformance with County

requirements.

- f) Perform design reviews, including constructability reviews, in accordance with the Bond Program Procedures Manual.
- g) Review invoices, as requested.
- h) Conduct a maximum of six (6) progress meetings per project, and conduct in-house audits of project consultant activities on a monthly basis.
- i) Oversee submission of plans to local governments, TxDOT, Texas Turnpike Authority, and Texas Commission on Environmental Quality (TCEQ), as required.
- j) Provide project close-out, including obtaining and filing final design files received from design engineer once project construction is completed.

26. Conduct as necessary, a constructability review and provide a value engineering services for projects outside of scope and budget.

27. Provide bid phase and construction phase services including, but not limited to:

- a) Coordinate the preparation of the bid documents.
- b) Facilitate the pre-bid conference.
- c) Coordinate and approve the preparation and distribution of addenda.
- d) Coordinate with TxDOT as necessary to verify the prequalification and bidding capacity of contractors requesting bid proposal documents for projects on state highway system or utilizing federal funding, including reimbursements.
- e) Attend the bid opening, perform bid analysis and recommend award to the successful bidder.
- f) Coordinate the preparation of the contract documents.
- g) Facilitate the pre-construction conference.
- h) Prepare and issue project documentation throughout the duration of the project.
- i) Coordinate with adjacent property owners, other agencies, and affected entities regarding construction schedule and impacts, or as needed.
- j) Perform construction observation and documentation, and provide on-site manpower (PSI staff or subconsultants) on an as-needed basis to oversee construction of the projects.
- k) Review and evaluate contractor's construction schedule.
- l) Receive and process submittals.
- m) Attend weekly construction progress meetings and prepare and issue construction update reports.
- n) Prepare and issue traffic control notifications to affected entities.
- o) Perform and document traffic control and SW3P inspections.
- p) Receive and review QC test results, and oversee the independent testing firms.
- q) Assist the county in documentation of the DBE program.
- r) Prepare and process RFIs and Change Orders when necessary.
- s) Review and approve monthly construction pay applications.
- t) Negotiate Change Orders and claims, as needed.

- u) Receive warranty bond from Contractor and perform quarterly warranty inspections and reports during the warranty period.
- v) Provide project close-out, including obtaining and filing final record drawings received from Contractor, once project construction is completed.

28. Implement and maintain ProjectWise service with Internet project database to facilitate project management and coordination efforts.

GENERAL MONTHLY ACTIVITIES

The following is a summary of general monthly activities and work tasks.

PROGRAM ADMINISTRATION

- Review/approve/process construction payments
- Review/approve/process design consultant invoices
- Review/approve/process miscellaneous consultant invoices (environmental, geotechnical, surveying, construction observer, etc.)
- Review/approve/process utility company invoices
- Approve and Process Professional Services Agreements (PSA's)
- Present design contracts to Commissioners Court
- Negotiate PSA Scope and Fee
- Approve and Process Work Authorizations
- Review/approve/process construction change orders
- Review monthly budget reports, track expenditures, program budget amendments
- Advertise and review bids for County LTP Corridor Construction Projects

PROGRAM MANAGEMENT

- Ongoing meetings and phone calls with the County Judge, Commissioners, and Staff to review the corridor projects, development schedules, and cost estimates for priority projects;
- Meetings with TxDOT senior staff and local government officials on specific projects, right-of-way issues, utility costs, right-of-way, and proposed rules;
- Meetings with TxDOT, Commissioners and management Team to develop project funding and review /process Advance Funding Agreement (AFA);
- Attend Commissioners Court meetings, Executive Sessions, and corridor work sessions;
- Prepare budgets and related materials for Commissioners Court meetings and works sessions;
- Provide construction oversight and coordinate all bid awards, pre-construction meetings, and contractor work authorizations;
- Prepare correspondence for the Judge, Commissioners, and County Staff;

PSI Project Number: WC-425.2
Williamson County LTP Corridor Program
Budget Allocated Work Authorizations

- Update LTP Corridor project schedules and cash flows and meet with the County Auditor and financial advisors;
- Monitor and Update Webpages;
- Meetings/Phone Calls/E-Mails with the management Team

LTP CORRIDOR PROJECTS

- Meet with Commissioners on Specific projects;
- Meet with TxDOT, Cities, Property Owners, Stakeholders on specific projects;
- Meet with Project Engineers on County projects to assess status, right-of-way/utility issues, budget, and schedule plan review;
- Meetings with utility providers, coordination and preparation for utility relocation services on individual projects;
- Meetings with environmental consultants on specific projects.

Commissioners Court - Regular Session**22.****Meeting Date:** 05/16/2017

Kleinfelder Inc On Call WA No 1

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 any necessary action regarding Work Authorization No. 1 under Williamson County Contract for Engineering Services between Kleinfelder Inc and Williamson County, dated February 23, 2017, for On-Call Geotechnical Engineering and Materials Testing for Williamson County Road and Bridge, and authorize County Judge to sign on behalf of Williamson County.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsKleinfeld WA No 1

Form Review**Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Vicky Edwards

Final Approval Date: 05/09/2017

Reviewed By

Hal Hawes

Wendy Coco

Date

05/08/2017 03:57 PM

05/09/2017 08:45 AM

Started On: 05/08/2017 01:31 PM

WORK AUTHORIZATION NO. 1

PROJECT: On Call Geotechnical Engineering and Materials Testing

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated **February 23, 2017** and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Kleinfelder, Inc.** (the "Engineer").

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

Part 2. The maximum amount payable for services under this Work Authorization without modification is **\$50,000.**

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

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

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

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

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

EXECUTED this ____ day of _____, 20 ____.

ENGINEER:

Kleinfelder, Inc.

By: 
Signature

William Welbek
Printed Name

Area Manager
Title

COUNTY:

Williamson County, Texas

By: _____
Signature

Printed Name

Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

Attachment A - Services to be Provided by County

Williamson County Road & Bridge Division personnel will provide project direction, review and oversight.

Attachment B - Services to be Provided by Engineer

The Scope of Services to be provided under the terms of this contract include:

Geotechnical Engineering Studies and Consultation

Construction Materials Engineering and Testing

Environmental Consulting and Testing

A detailed description of the scope of services should be provided for each specific Project Assignment as listed in each Letter of Agreement.

Attachment C - Work Schedule

Work shall begin immediately upon receipt of agreement between County and Kleinfelder on the work schedule and authorization to proceed on assigned services.

Attachment D - Fee Schedule

See attached.

KLEINFELDER 2016 HOURLY SCHEDULE**PROFESSIONAL STAFF RATES**

Professional	\$ 85/ hour
Staff Professional/Engineer	\$ 108/ hour
Project Professional/Engineer	\$ 137/ hour
Principal Professional	\$ 158/ hour
Senior Principal Professional	\$ 197/ hour
Expert Witness Testimony	\$ 210/ hour
Project Manager	\$ 137/ hour
Senior Project Manager/Engineer	\$ 197/ hour
Designer/Drafter	\$ 78/ hour
Senior Designer/Drafter	\$ 103/ hour
Project Controls Professional	\$ 95/ hour
Senior Project Controls Professional	\$ 147/ hour

TECHNICAL STAFF RATES

Technician	\$ 56/ hour
Senior Technician	\$ 66/ hour
Inspector	\$ 78/ hour

ADMINISTRATIVE STAFF RATES

Administrator	\$ 63/ hour
Project Administrator	\$ 78/ hour

KLEINFELDER FEE SCHEDULE FOR GEOTECHNICAL and MATERIALS LABORATORY TESTING SERVICES

SOIL TESTS

SOIL DENSITY TESTS				
Test	Standard Test Method[†]	Fee		
Standard Proctor, 4" Mold	D698, T99	\$	235.00	each
Standard Proctor, 6" Mold	D698, T99	\$	235.00	each
Modified Proctor, 4" Mold	D1557, T180	\$	259.00	each
Modified Proctor, 6" Mold	D1557, T180	\$	259.00	each
Proctor Oversize Correction	D4718	\$	50.00	each
Minimum and Maximum Relative Density	D4254, D4253	\$	347.00	each
Moisture/Density, TEX 113-E	TEX113-E	\$	249.00	each
Moisture/Density, TEX 114-E	TEX114-E	\$	249.00	each

SOIL CLASSIFICATION AND INDEX TESTS				
Test	Standard Test Method[†]	Fee		
Sieve Analysis, % Finer than 200 Sieve	D1140	\$	78.00	each
Sieve Analysis, Fine	D422, D6913, T88	\$	78.00	each
Sieve Analysis, Coarse	D422, D6913, T88	\$	78.00	each
Hydrometer Analysis (<i>Requires a Sieve Analysis, not included</i>)	D422, D7928	\$	175.00	each
Water Content	D2216, D4363, T265	\$	25.00	each
Water Content and Dry Unit Weight	D2216, D2937, D7263	\$	45.00	each
Atterberg Limits, Single Point	D4318-B, T89, T90	\$	80.00	each
Soil Specific Gravity	D854, T100	\$	71.00	each
Soil Organic Content	D2974-C	\$	75.00	each
Soil pH	D4972, G51	\$	46.00	each
Soil Resistivity	G187	\$	215.00	each
Chloride Content		\$	60.00	each
Sulfate Content		\$	60.00	each

SOIL BEARING PRESSURE TESTS				
Test	Standard Test Method[†]	Fee		
California Bearing Ratio, Single Point (<i>proctor not included</i>)	D1883, T193	\$	350.00	each
California Bearing Ratio, 3 Points (<i>proctor not included</i>)	D1883, T193	\$	650.00	each

SOIL BEARING PRESSURE TESTS (continued)				
Test	Standard Test Method[†]	Fee		
Stabilized Soil UC Strength, 1 Point (<i>proctor not included</i>)	D1633, D5102	\$	175.00	each
Stabilized Soil UC Strength, Set of 3	D1633, D5102	\$	950.00	each
Eades and Grim Test (Opt. Lime Content)	C977	\$	175.00	each

[†]Common ASTM, AASHTO and DOT test methods.

- Those beginning with A, B, C, D, E, F, or G are ASTM methods.
- Those beginning with T are AASHTO methods.

KLEINFELDER FEE SCHEDULE FOR GEOTECHNICAL and MATERIALS LABORATORY TESTING SERVICES

SOIL TESTS (continued)

SOIL STRENGTH AND PERMEABILITY TESTS				
Test	Standard Test Method†	Fee		
Pocket Penetration Value		\$	15.00	each
Unconfined Compressive Strength	D2166, T208	\$	50.00	each
Direct Shear, 1 Point	D3080, T236	\$	300.00	each
Direct Shear, 3 Points	D3080, T236	\$	400.00	each
Direct Shear, Residual Strength, Each Pt	D3080-Modified	\$	210.00	each
Consolidation without Time Rate Plots	D2435-Modified	\$	345.00	each
Consolidation with 2 Time Rate Plots	D2435-A, T216-A	\$	450.00	each
Consolidation, All Loads with Time Rates	D2435-B, T216-B	\$	630.00	each
One Dimensional Free Swell	D4546	\$	155.00	each
One Dimensional Swell, Percent Heave	D4546	\$	250.00	each
One Dimensional Swell with Consolidation	D4546	\$	465.00	each
Expansion Index	D4829	\$	185.00	each
Denver Swell Test		\$	95.00	each
Permeability, Rigid Wall	D2434	\$	420.00	each
Permeability, Flexible Wall	D5084-C	\$	380.00	each
Triaxial Compression, CU, 1 Point	D4767, T297	\$	475.00	each
Triaxial Compression, CU, 3 Points	D4767, T297	\$	1,250.00	each
Triaxial Compression, UU, 1 Point	D2850, T296	\$	210.00	each
Triaxial Compression, UU, 3 Points	D2850, T296	\$	575.00	each
Triaxial Compression, UU Saturated, 1 Point	D2850-Modified	\$	285.00	each
Triaxial Compression, UU Saturated, 3 Points	D2850-Modified	\$	790.00	each
Triaxial Test, TEX117E, Part I	TEX117E	\$	2,250.00	each
Triaxial Test, TEX117E, Part II	TEX117E	\$	2,250.00	each

AGGREGATE TESTS

Test	Standard Test Method†	Fee		
Acid Solubility	AWWA B100	\$	115.00	each
Clay Lumps and Friable Particles, per size <i>*(see note below)</i>	C142, T112	\$	75.00	each
Coarse Specific Gravity & Absorption	C127, T85	\$	80.00	each
Fine Specific Gravity & Absorption	C128, T84	\$	105.00	each
Coarse Durability	D3744, T210	\$	140.00	each
Fine Durability	D3744, T210	\$	140.00	each
Flat and Elongated Particles, per size <i>*(see note below)</i>	D4791	\$	110.00	each
Fractured Faces, per size <i>*(see note below)</i>	D5821, T335	\$	105.00	each
Los Angeles Abrasion, Large Aggregate	C535	\$	350.00	each
Los Angeles Abrasion, Small Aggregate	C131, T96	\$	275.00	each
Mortar Sand Strength	C87, CTM515	\$	580.00	each
Organic Impurities	C40, T21	\$	65.00	each
Sand Equivalent, 3 points	D2419, T176	\$	115.00	each
Sieve Analysis, % Finer than 200 Sieve	C117, T11	\$	78.00	each

†Common ASTM, AASHTO and DOT test methods.

- Those beginning with A, B, C, D, E, F, or G are ASTM methods.
- Those beginning with T are AASHTO methods.

KLEINFELDER FEE SCHEDULE FOR GEOTECHNICAL and MATERIALS LABORATORY TESTING SERVICES

AGGREGATE TESTS (continued)

Sieve Analysis, Fine	C136, T27	\$	78.00	each
Sieve Analysis, Coarse	C136, T27	\$	78.00	each
Soundness of Aggregate* <i>(see note below)</i>	C88, T104	\$	300.00	each
Unit Weight	C29, T19	\$	40.00	each
Water Content	D2216, C566, T255	\$	25.00	each
Texas Wet Ball Mill	TEX116E	\$	250.00	each
Decantation Wash	TEX406A	\$	40.00	each
<i>*Tests are billed by each size fraction tested. The quantity of fractions tested is dependent on the sample gradation and test method.</i>				

CONCRETE TESTS

Test	Standard Test Method[†]	Fee		
Concrete Compression	C39	\$	22.00	each
Concrete Core Compression	C42	\$	40.00	each
Concrete Creep	C512	\$	2,000.00	each
Concrete Cylinder Unit Weight	C567	\$	50.00	each
Concrete Drying Shrinkage, set of 3	C157	\$	500.00	each
Concrete Flexural Strength	C78	\$	50.00	each
Concrete Modulus of Elasticity	C469	\$	300.00	each
Concrete Splitting Tensile Strength	C496	\$	90.00	each
Concrete Core Thickness	C174	\$	20.00	each
Concrete Laboratory Trial Batch	C192	\$	1,250.00	each
RCC Compression	C39	\$	65.00	each
Shotcrete Compression	C1140	\$	80.00	each
Concrete Absorption after 3-Hour Boil	C497	\$	160.00	each
Concrete Absorption after 5-Hour Boil	C497, C642	\$	160.00	each
Concrete Absorption after 10-Minute Soak	C497	\$	105.00	each
CLSM Compression	D4832	\$	22.00	each
Concrete Permeability	COE CRD C 48	\$	2,800.00	each
Concrete Chloride Ion Penetration	C1202	\$	750.00	each

[†]Common ASTM, AASHTO and DOT test methods.

- Those beginning with A, B, C, D, E, F, or G are ASTM methods.
- Those beginning with T are AASHTO methods.

KLEINFELDER FEE SCHEDULE FOR GEOTECHNICAL and MATERIALS LABORATORY TESTING SERVICES

ASPHALT TESTS

MIX PROPERTY TESTS				
Test	Standard Test Method[†]	Fee		
Air Voids Determination (<i>calculation only</i>)	D3203	\$	50.00	each
VMA Determination (<i>calculation only</i>)		\$	55.00	each
VFA Determination (<i>calculation only</i>)		\$	55.00	each
Volumetric Properties (<i>calculation only</i>)		\$	55.00	each
Gradation of Extracted Aggregate	D5444	\$	120.00	each
AC Core Thickness	D3549	\$	15.00	each
AC Content by Extraction	D2172	\$	210.00	each
Hveem Stability	D1560	\$	340.00	each
Hveem Stability without Compaction	D1560	\$	175.00	each
AC Content by Ignition Oven	D6307, T308	\$	150.00	each
AC Ignition Oven Calibration (<i>determination of mix correction</i>)	D6307	\$	315.00	each
AC Moisture Content	T329	\$	55.00	each
AC Content by Nuclear Gauge	D4125	\$	220.00	each
Marshall Stability and Flow (<i>does not include compaction</i>)	D6927	\$	160.00	each
AC Swell	CTM305	\$	110.00	each
AC Core Unit Weight & Thickness	D1188, D2726, D3549	\$	55.00	each

DESIGN AND DENSITY TESTS				
Test	Standard Test Method[†]	Fee		
Centrifuge Kerosene Equivalent	CTM303	\$	250.00	each
Film Stripping	CTM302	\$	130.00	each
Index of Retained Strength	D1075	\$	1,050.00	each
Unit Weight, Gyratory Method	T312	\$	370.00	each
Unit Weight, Hveem Method	D1561	\$	300.00	each
Unit Weight, Marshall Method	D6926	\$	220.00	each
Maximum Theoretical Specific Gravity	D2041	\$	85.00	each
Mix Design, Hveem Method W/RAP		\$	7,600.00	each
Mix Design, Hveem Method		\$	5,400.00	each
Mix Design, Marshall Method		\$	3,000.00	each
Mix Design, Superpave Method		\$	6,000.00	each
Caltrans Opt Bitumen Content OGFC	CTM368	\$	1,575.00	each
Hamburg Wheel Track, Set of 2		\$	1,100.00	each

[†]Common ASTM, AASHTO and DOT test methods.

- Those beginning with A, B, C, D, E, F, or G are ASTM methods.
- Those beginning with T are AASHTO methods.

KLEINFELDER FEE SCHEDULE FOR GEOTECHNICAL and MATERIALS LABORATORY TESTING SERVICES

METAL TESTS

METAL TESTS				
Test	Standard Test Method [†]	Fee		
Bend	A370, E290	\$	40.00	each

DIMENSION STONE TESTS

DIMENSION STONE				
Test	Standard Test Method [†]	Fee		
Dimension Stone, Absorption/Spec. Grav.	C97	\$	220.00	set/5
Dimension Stone, Compressive Strength	C170	\$	220.00	set/5
Dimension Stone, Flexural Strength	C880	\$	220.00	set/5
Dimension Stone, Modulus Of Rupture	C99	\$	220.00	set/5

SAMPLE PREPARATION

SAMPLE PREPARATION				
Test	Standard Test Method [†]	Fee		
Rock Sample Preparation	D4543	\$	160.00	each
Sample Crushing		\$	125.00	each
Sample Cutting and Trimming		\$	31.00	each
Sample Mixing and Processing		\$	45.00	each
Sample Preparation		\$	45.00	each
Sample Preparation, per hour		\$	56.00	each
Sample Remolding		\$	80.00	each
Contamination Fee		\$	250.00	each
Sample Disposal Fee		\$	10.00	each

EQUIPMENT CHARGE

EQUIPMENT CHARGE				
Equipment / Test	Fee			
Nuclear Density Gauge	\$	160.00		Day
Nuclear Density Gauge	\$	26.00		Test
Lime Depth Check	\$	30.00		each
Vehicle Charge	\$	50.00		each
Vehicle Mileage	\$	Current IRS Rate		Mile

[†]Common ASTM, AASHTO and DOT test methods.

- Those beginning with A, B, C, D, E, F, or G are ASTM methods.
- Those beginning with T are AASHTO methods.

Commissioners Court - Regular Session**23.****Meeting Date:** 05/16/2017

Balcones Geotechnical Supp WA 1 to WA 1 GT Annex

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 any necessary action regarding Supplemental Work Authorization No 1 to 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 Georgetown Annex. This supplemental is to extend the expiration date to October 25, 2018 only. The current Work Authorization dollar amount will remain the same.

Background

This supplemental is to extend the expiration date to October 25, 2018 only. The current Work Authorization dollar amount will remain the same.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Balcones Geotechnical PLLC Supp WA 1 to WA 1 Geotechnical Engineering Services for GT Annex

Form Review**Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Vicky Edwards

Final Approval Date: 05/10/2017

Reviewed By

Hal Hawes

Wendy Coco

Date

05/09/2017 02:19 PM

05/10/2017 09:01 AM

Started On: 05/09/2017 12:59 PM

RECEIVED

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

MAY 9 2017

DEPT. OF INFRASTRUCTURE

**WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT:
Geotechnical Engineering Services for Williamson County Georgetown Annex**

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 above referenced Work Authorization termination date shall be modified to **October 25, 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".

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.

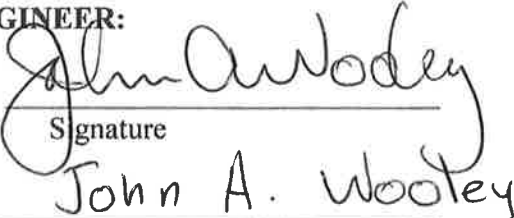
Except as otherwise amended by prior or future Supplemental Work Authorizations, all other terms of the Work Authorization are unchanged and will remain in full force and effect.

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.

ENGINEER:

By:



Signature

John A. Wooley

Printed Name

COUNTY:

By:

Signature

Printed Name

Principal

Title

Title

May 5, 2017

Date

Date

LIST OF ATTACHMENTS

Attachment C - Work Schedule



EXHIBIT C
Geotechnical Engineering Services

Construction Phase Services

As requested, Balcones has provided limited construction phase services for the WILCO Georgetown Annex project. Although the exact scope of services is undetermined, the following services are anticipated for 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.

Commissioners Court - Regular Session**24.****Meeting Date:** 05/16/2017

Discuss consider and take appropriate action on approval of the final plat of Wm J Turner 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 final plat of Wm. J. Turner Subdivision - Pct 3.

Background

This is a small rural 2-lot subdivision located off CR 282. Final plat review fees have been paid. The preliminary plat was approved by the Commissioners Court on December 8, 2015.

Fiscal Impact

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

AttachmentsFinal Plat - Wm J Turner Subdivision

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Patrick Hughes

Final Approval Date: 05/09/2017

Reviewed By

Wendy Coco

Date

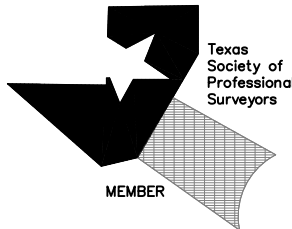
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Wm. J. Turner Subdivision

A SUBDIVISION IN WILLIAMSON COUNTY, TEXAS

4.536 ACRES OF LAND, MORE OR LESS, SITUATED IN THE J.W. BRANCH SURVEY, ABSTRACT No. 117
IN WILLIAMSON COUNTY, TEXAS, BEING ALL OF THE 4.536 ACRE TRACT CONVEYED TO SHANE AND
MINDY HENRIE BY INSTRUMENT OF RECORD IN DOCUMENT No. 2016013726 OF THE OFFICIAL PUBLIC
RECORDS OF WILLIAMSON COUNTY, TEXAS.



0 50 100
SCALE 1"=100'

LEGEND

- IRON ROD FOUND
- IRON ROD SET
- ▲ NAIL FOUND
- △ CALCULATED POINT
- IRON PIPE FOUND

TOPO/BEARING/COORDINATE BASIS

ELIPSOID: WGS 1984/GRS 1980
PROJECTION: TEXAS CENTRAL NAD 83
GEOID MODEL: GEOID 12

A DE FACTO CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR LOT 1 IN THIS SUBDIVISION.
THIS CERTIFICATE IS VALID UNTIL SUCH TIME AS FEMA REVISES OR NEWLY ADOPTS
FLOODPLAIN BOUNDARIES IN THIS AREA.

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.

Round Mountain Road

CR 282

Patricia Tarver
2008005873
2.00 Ac.

Rene Wettengal
2014011680
5.68 Ac.

Michael Supulski
9547132
2.64 Ac.

Michael Supulski
9546991
2.00 Ac.

Warren Thomas
2012101422
25.551 Ac.

John Turner
9546992
2.55 Ac.

John Turner
2010060662
0.34 Ac.

Ryan Randal
2010060661
7.911 Ac.

Gregory Brown
2013008402
5.18 Ac.

Lot 1
4.536 Acres

Rural Space

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

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

OWNER(S):
SHANE AND MINDY HENRIE
2115 WOODWAY DRIVE
LEANDER, TEXAS 78641

STREET L.F.=0
LOTS= 1
TOTAL ACREAGE= 4.536

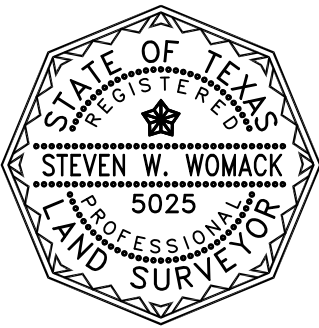
SURVEYOR:
STEVEN W. WOMACK
10703 SIERRA OAKS
AUSTIN, TEXAS 78759
512.638.0220
swrpls@gmail.com

Steven W. Womack

STEVEN W. WOMACK
REGISTERED PROFESSIONAL LAND SURVEYOR No. 5025

3 April 2017

DATE



THIS PLAT CONFORMS WITH THE APPLICABLE ORDINANCES WILLIAMSON COUNTY, TEXAS, AND THAT NO
PORTION OF THIS SUBDIVISION IS CONTAINED WITHIN THE LIMITS OF A 100 YEAR FLOODPLAIN AS
RECOGNIZED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) PER FLOOD INSURANCE RATE
MAP (FIRM) PANEL 48453C0450 E, FOR WILLIAMSON COUNTY, TEXAS DATED 9/26/08, UNLESS
OTHERWISE CONTAINED WITHIN DRAINAGE EASEMENTS, AS SHOWN HEREON.

SITE

LOCATION MAP
(N.T.S.)

Wm. J. Turner Subdivision

WILLIAMSON COUNTY, TEXAS
PRELIMINARY PLAT

SCALE: 1"= 100' DATE: 4/3/17

Final Plat

DRAWN BY: Staff

FILE NAME: FINAL PLAT

APPROVED BY: S.W.

PROJECT NO.: 15-006

SHEET

1

OF 2

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

METES AND BOUNDS DESCRIPTION

4.536 ACRES OF LAND, MORE OR LESS, SITUATED IN THE J.W. BRANCH SURVEY, ABSTRACT No. 117 IN WILLIAMSON COUNTY, TEXAS, BEING ALL OF THE 4.536 ACRE TRACT CONVEYED TO SHANE AND MINDY HENRIE BY INSTRUMENT OF RECORD IN DOCUMENT No. 2016013726 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS., SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS METES AND BOUNDS AS FOLLOWS;

BEGINNING at an iron rod found at the southeast corner of a 5.68 acre tract of land conveyed to Rene Wettengal by instrument of record in Document 2014011680 OPRWC, being also the southwest corner of a 2.64 acre tract of land conveyed to Michael Supulski by instrument of record in Document 9547132 OPRWC, for a point on the most easterly north line of the herein described tract and POINT-OF-BEGINNING;

Thence S 82 deg 45 min 53 sec E 222.97 feet to an iron rod set on the west line of a 2.35 acre tract conveyed to John Turner by instrument of record in Document No. 9546992 OPRWC, for the northeast corner of the herein described tract;

Thence S 19 deg 00 min 43 sec E 218.82 feet to an iron rod set at the southwest corner of the said 2.35 acre tract, being also the northeast corner of a 5.18 acre tract conveyed to Gregory Brown by instrument of record in Document 2013008402 OPRWC, for the southeast corner of the herein described tract;

Thence S 84 deg 37 min 40 sec W 205.78 feet to an iron rod set on the north line of a 5.18 acre tract conveyed to Gregory Brown by instrument of record in Document 2013008402 OPRWC, for a point on the south line of the herein described tract;

Thence S 84 deg 38 min 19 sec W 899.88 feet to an iron rod found on the easterly right-of-way of County Road 282 (Round Mountain Road), being also at the northwest corner of the said 5.18 acre tract, for the southwest corner of the herein described tract;

Thence N 23 deg 40 min 31 sec W 135.16 feet to an iron rod found at the southwest corner of a 2.00 acre tract conveyed to Patricia Torver by instrument of record in Document 2008005873 OPRWC, for the northwest corner of the herein described tract;

Thence N 84 deg 20 min 10 sec E 628.94 feet to an iron rod found on the south line of the said 2.00 acre tract;

Thence N 84 deg 09 min 16 sec E 49.82 feet to an iron rod set at the southeast corner of the said 2.00 acre tract, for an interior ell corner of the herein described tract;

Thence N 23 deg 54 min 20 sec W 135.12 feet to an iron rod found on the south line of the said 5.68 acre tract, being also at the northeast corner of the said 2.00 acre tract, for the northerly northwest corner of the herein described tract;

Thence N 84 deg 22 min 11 sec E 243.11 feet to the POINT-OF-BEGINNING containing 4.536 acres of land more or less.

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

THAT WE, SHANE AND MINDY HENRIE, BEING THE SOLE OWNERS OF THE TRACT OF LAND RECORDED IN DOCUMENT NO. 2016013726 THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DO HEREBY SUBDIVIDE SAID TRACT OF LAND IN ACCORDANCE WITH THE ATTACHED MAP OR PLAT, TO BE KNOWN AS "WM. J. TURNER SUBDIVISION", AND DO HEREBY JOIN, APPROVE, AND CONSENT TO ALL DEDICATIONS AND PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY APPROVE THE RECORDATION OF THIS SUBDIVISION PLAT AND DEDICATE TO THE PUBLIC USE FOREVER ALL EASEMENTS, STREETS AND ROADS THAT ARE SHOWN HEREON, SUBJECT TO ANY EASEMENTS, AND/OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED. IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL, AND LOCAL LAWS AND REGULATIONS RELATING TO THE ENVIRONMENT, INCLUDING (BUT NOT LIMITED TO) THE ENDANGERED SPECIES ACT, STATE AQUIFER REGULATIONS, AND MUNICIPAL WATERSHED ORDINANCES.

WITNESS MY HAND THIS THE 5th DAY OF May, 20 17, A.D.

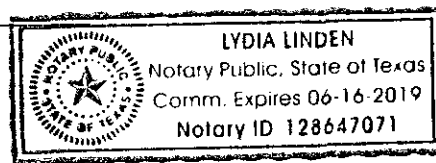
BY: Shane Henrie
SHANE HENRIE

BY: Mindy Henrie
MINDY HENRIE

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

WITNESS MY HAND AND SEAL THIS THE 5th DAY OF May, 20 17, A.D.

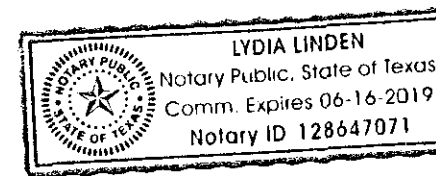
Lydia Linden
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS



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

WITNESS MY HAND AND SEAL THIS THE 5th DAY OF May, 20 17, A.D.

Lydia Linden
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS



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

BY: Teresa Baker (Teresa Baker)
REPRESENTATIVE 4/27/2017

WILLIAMSON COUNTY AND CITIES HEALTH DISTRICT APPROVAL

BASED UPON THE REPRESENTATIONS OF THE ENGINEER OR SURVEYOR WHOSE SEAL IS AFFIXED HERETO, AND AFTER A REVIEW OF THE 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 DISCLAIMS 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 4/27/2017
DIRECTOR, ENVIRONMENTAL HEALTH SERVICES, WCCHD

WILLIAMSON COUNTY COMMISSIONERS COURT RESOLUTION AND APPROVAL

IN APPROVING THIS PLAT BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL STREETS, ROADS AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IS THE RESPONSIBILITY OF THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS' COURT OF WILLIAMSON COUNTY, TEXAS. SAID COMMISSIONERS' COURT ASSUMES NO OBLIGATION TO BUILD ANY OF THE STREETS, ROADS OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT OR OF CONSTRUCTING ANY OF THE BRIDGES OR CULVERTS IN CONNECTION THEREWITH. THE COUNTY WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE ROAD SYSTEM AND STREETS. THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOOD PLAIN DATA IN PARTICULAR, MAY CHANGE DEPENDING ON SUBSEQUENT DEVELOPMENT. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SINAGE THAT MAY BE REQUIRED BEFORE THE STREETS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.

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

I, DAN A. GATTIS, COUNTY JUDGE OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS MAP OR PLAT, WITH WRITTEN FIELD NOTES SHOWN HEREON, AND THE SURVEYOR'S CERTIFICATE APPEARING HEREON, KNOWN AS "BRIDLE GATE", HAVING BEEN DULY PRESENTED TO THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS, AND BY SAID COURT WAS DULY CONSIDERED, WAS ON THIS DAY APPROVED, AND SAID PLAT IS AUTHORIZED TO BE REGISTERED AND RECORDED IN THE PROPER RECORDS OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

DAN A. GATTIS, COUNTY JUDGE, DATE

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

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

BY: Nancy E. Rister
CLERK, COUNTY COURT
WILLIAMSON COUNTY, TEXAS

GENERAL NOTES:

- WATER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY WELL. SEWER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY ON-SITE-SEWAGE FACILITIES.
- WATER AND WASTEWATER SYSTEMS SERVING THIS SUBDIVISION SHALL BE DESIGNED AND INSTALLED IN ACCORDANCE WITH STATE HEALTH DEPARTMENT PLANS AND SPECIFICATIONS.
- NO OBJECTS, INCLUDING BUT NOT LIMITED TO, BUILDINGS, FENCES OR LANDSCAPING, SHALL BE PERMITTED WITHIN ANY DRAINAGE EASEMENTS SHOWN HEREON, EXCEPT AS APPROVED BY WILLIAMSON COUNTY.
- ALL EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR HIS/HER ASSIGNS.
- PROPERTY OWNER AND HIS/HER ASSIGNS SHALL PROVIDE FOR ACCESS TO DRAINAGE EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY GOVERNMENTAL AUTHORITIES.
- THE DEVELOPER, BUILDER, SELLER, OR AGENT SHALL INFORM, IN WRITING, EACH BUYER OF SUBDIVISION LOTS OR PROPERTY LOCATED WITHIN FLOOD HAZARD AREAS THAT SUCH PROPERTY IS IN AN IDENTIFIED FLOOD HAZARD AREA AND THAT A FLOOD PLAIN DEVELOPMENT PERMIT WILL BE REQUIRED BEFORE A STRUCTURE CAN BE PLACED ON THE PROPERTY. THE WRITTEN NOTICE SHALL BE FILED FOR RECORD IN THE DEED RECORDS OF WILLIAMSON COUNTY. A COPY OF THIS WRITTEN NOTICE SHALL BE PROVIDED WHEN APPLICATIONS ARE MADE FOR FLOOD PLAIN DEVELOPMENT PERMITS.
- PRIOR TO ANY CHANNEL ALTERATIONS, BRIDGE CONSTRUCTION, FILL, DREDGING, GRADING, CHANNEL IMPROVEMENT, OR STORAGE OF MATERIALS OR ANY OTHER CHANGE WITHIN THE 100 YEAR FLOOD PLAIN LOCATED WITHIN THIS SURVEY, AN APPLICATION FOR FLOOD PLAIN DEVELOPMENT PERMIT WITH A DESCRIPTION OF THE PROJECT AND THE EXTENT OF CHANGES, IF ANY, TO THE WATERCOURSE OR NATURAL DRAINAGE AS A RESULT OF THE PROPOSED DEVELOPMENT MUST BE SUBMITTED TO AND APPROVED BY THE WILLIAMSON COUNTY FLOOD PLAIN ADMINISTRATOR. ALL SPECIFICATIONS AND DETAILS NECESSARY FOR COMPLETE REVIEW MUST BE PROVIDED.
- RIGHT-OF-WAY EASEMENTS FOR WIDENING ROADWAYS OR IMPROVING DRAINAGE SHALL BE MAINTAINED BY THE LANDOWNER UNTIL ROAD OR DRAINAGE IMPROVEMENTS ARE ACTUALLY CONSTRUCTED ON THE PROPERTY. THE COUNTY HAS THE RIGHT AT ANY TIME TO TAKE POSSESSION OF ANY ROAD WIDENING EASEMENT FOR THE CONSTRUCTION, IMPROVEMENT, OR MAINTENANCE OF THE ADJACENT ROAD. THE LANDOWNER ASSUMES ALL RISKS ASSOCIATED WITH IMPROVEMENTS LOCATED IN THE RIGHT OF WAY OR ROAD WIDENING EASEMENTS. BY PLACING ANYTHING IN THE RIGHT OF WAY OR ROAD WIDENING EASEMENTS, THE LANDOWNER INDEMNIFIES AND AND HOLDS THE COUNTY, ITS OFFICERS, AND EMPLOYEES HARMLESS FROM ANY LIABILITY OWING TO PROPERTY DEFECTS OR NEGLIGENCE NOT ATTRIBUTABLE TO THEM AND ACKNOWLEDGES THAT THE IMPROVEMENTS WILL BE RESPONSIBLE FOR THE RELOCATION AND/OR REPLACEMENT OF THE IMPROVEMENT.
- THIS SUBDIVISION IS SUBJECT TO STORM-WATER MANAGEMENT CONTROLS AS REQUIRED BY WILLIAMSON COUNTY SUBDIVISION REGULATIONS. SECTION B10.1, ON NEW DEVELOPMENT THAT WOULD ENVOKE SUCH CONTROLS BEYOND EXISTING CONDITIONS.

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

Wm. J. Turner Subdivision

WILLIAMSON COUNTY, TEXAS
PRELIMINARY PLAT

SCALE: 1" = 100' DATE: 4/3/17

Final Plat

DRAWN BY: Staff

FILE NAME: FINAL PLAT

APPROVED BY: S.W.

PROJECT NO.: 15-006

SHEET

2

OF 2

Commissioners Court - Regular Session**25.****Meeting Date:** 05/16/2017

Discuss consider and take appropriate action on approval of the preliminary plat for the Sunset Meadows 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 Sunset Meadows subdivision - Pct 4.

Background

This is a rural subdivision consisting of 16, two-acre parcels along the west side of CR 405 approximately 3/4-mile north of FM 1660. An additional 33.5 feet of right-of-way is being dedicated along CR 405 to accommodate its future widening to an arterial road.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Prelim Plat - Sunset Meadows

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Patrick Hughes

Final Approval Date: 05/09/2017

Reviewed By

Wendy Coco

Date

05/09/2017 08:45 AM

Started On: 05/08/2017 10:48 AM

J.A. CROSBY SURVEY,
ABSTRACT NO. 149

"204.084 ACRES"
 ESCHBERGER PROPERTIES, LP
 11-3-2010
 DOC.# 2010085844 OPRWC

” 92.162 ACRE TRACT ”
WD – VIOLA KREIDEL
TO
JAY D. MIKULENCAK
1-9-2003
DOC.# 2003005230 OPRWC

"19.936 ACRES"
LEIGH NORMAN
1-8-1998
DOC.# 9801166 OPRWC

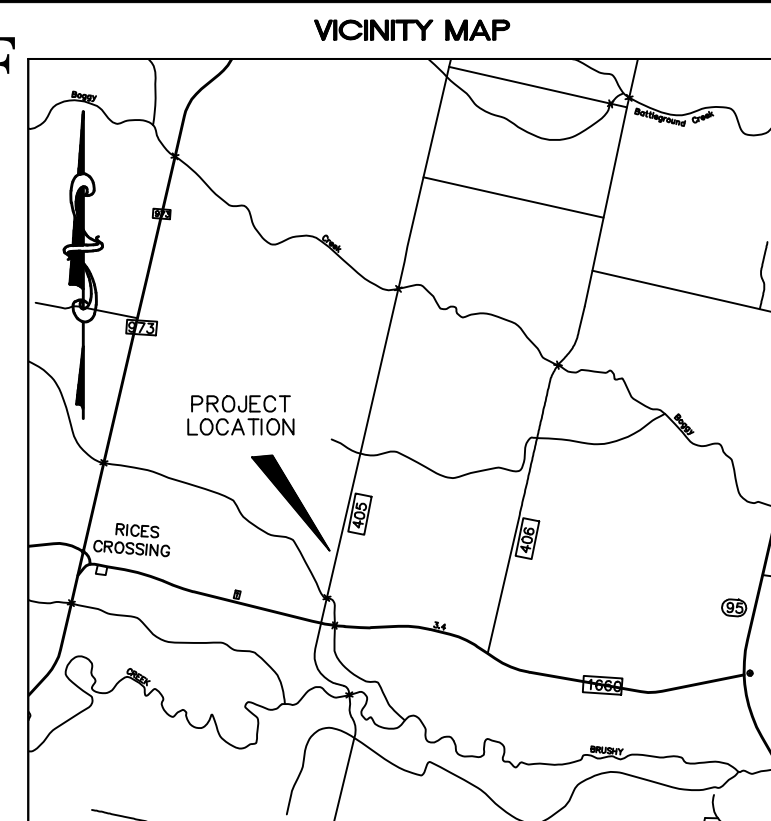
33.5'
R.O.W. DEDICATION
1.698 ACRES
(73,971 SQ. FT.)

"50.000 ACRES"
DONALD H. VOGEL
11-19-2008
DOC.# 2008091082 OPRWC

" 5.691 ACRE TRACT "
WD/VL - THOMAS A. LAWSON
WIFE SUSANNA M. LAWSON
TO
JEFFERY A. SNYDER
4-9-2003
DOC.# 2003033761 OPRWC

"0.452 ACRE" EASEMENT – WAYNE FINCH, ET UX TO
VIOLA KREIDEL, ET AL 6-10-2002 DOC.# 2002052698 OPRWC

“ LOTS 1, 1A, 2, & 2A, SEC. 2, HILLTOP ACRES SUBDIVISION ”
WD/VL – THOMAS A. LAWSON & WIFE SUSANNA M. LAWSON
TO JEFFERY A. SNYDER 4-9-2003 DOC.# 2003033761 OPRWC



LINE TABLE		
LINE	LENGTH	BEARING
L1	84.41	N66°36'09"W
L2	149.30	N32°19'56"W
L3	42.79	N42°32'12"W
L4	52.80	N72°39'14"W
L5	13.61	N01°51'54"E
L6	48.24	S75°45'37"E
L7	29.08	S65°32'42"E
L8	31.85	S50°38'57"E
L9	163.39	S32°19'56"E
L10	57.83	S66°38'06"E
L11	15.61	S07°49'23"W
L12	39.67	S07°29'49"W
L13	82.93	N07°49'23"E

"WATER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY MANVILLE WATER SUPPLY CORPORATION"

"THIS TRACT IS NOT
LOCATED IN THE
EDWARD AQUIFER
RECHARGE ZONE"

"SEWER SERVICE FOR
THIS SUBDIVISION WILL
BY ON-SITE SEWAGE
FACILITIES"

SERVICE PROVIDERS:

WATER – MANVILLE WATER SUPPLY CORPORATION

ELECTRIC - ONCOR

WASTEWATER – ON-SITE SEWAGE FACILITIES

TELECOMMUNICATIONS - AT&T

GAS - ON-SITE PROPANE

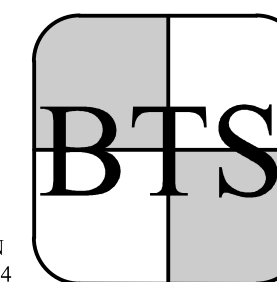
LEGEND:

- 1/2" IRON ROD SET (CAPPED "BRYAN TECH SERVICES")
- IRON ROD FOUND

ABBREVIATIONS

ABBREVIATIONS
 I.R. - IRON ROD
 CL - CENTERLINE
 R.O.W. - RIGHT-OF-WAY
 PRWC - PLAT RECORDS OF WILLIAMSON
 COUNTY, TEXAS
 OPRWC - OFFICIAL PUBLIC RECORDS OF WILLIAMSON
 COUNTY, TEXAS
 WD - WARRANTY DEED
 WD/VL - DEED WITH VENDOR'S LIEN
 P.O.B. - PLACE OF BEGINNING

BRYAN TECHNICAL SERVICES, INC.



911 NORTH MAIN
TAYLOR, TX 76574

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

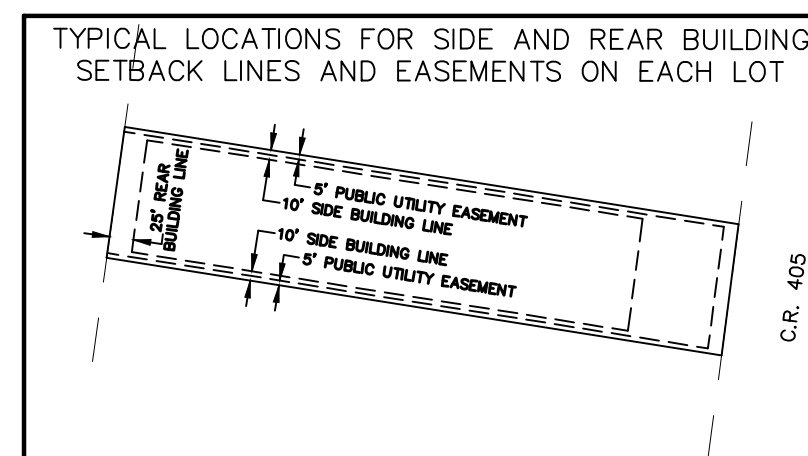
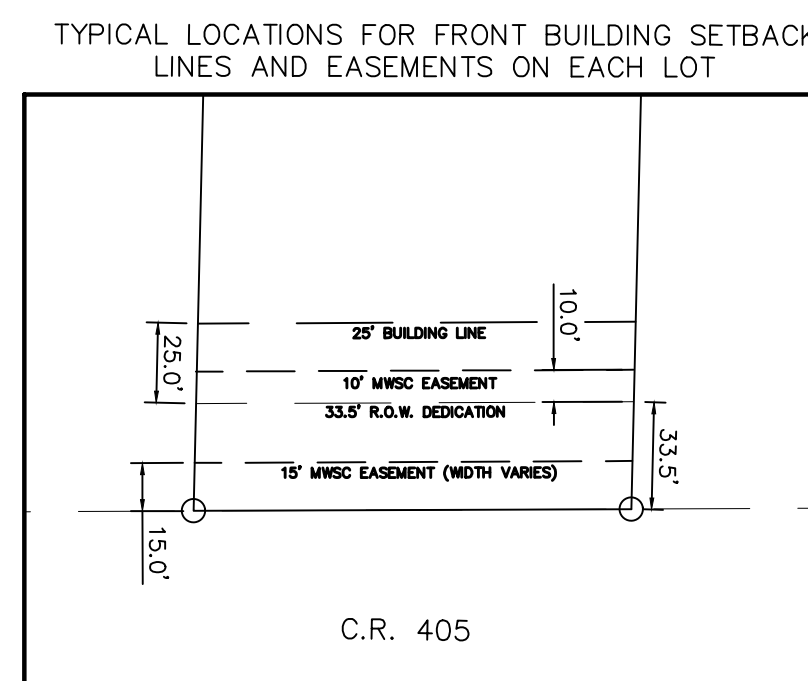
FIRM No. 10128500
surveying@austin.rr.com
www.bryanttechnicalservices.com

NO.	DATE	REVISIONS	BY

DRAWN BY: JRG	CHECKED BY: BLB
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SCALE: 1" = 200'	APPROVED BY: BLB
------------------	------------------

PROJECT NO. 16-882	DATE: JANUARY 11, 2017
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OWNER'S DEDICATION
STATE OF TEXAS §
COUNTY OF WILLIAMSON §

KNOW ALL MEN BY THESE PRESENTS;

CR 405 SERIES, A SERIES OF CARACARA RANCHES LLC, OWNER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN DOCUMENT NO. 2017004846 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY 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 CR 405 SUBDIVISION.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS _____ DAY OF _____, 20_____.

CR 405 SERIES, A SERIES OF CARACARA RANCHES LLC

JACK GIBBS
PRESIDENT
119 BLUE QUAIL DRIVE
GEORGETOWN, TEXAS 78628

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

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

NOTARY PUBLIC, STATE OF TEXAS

PRINTED NAME
MY COMMISSION EXPIRES: _____

LIEN HOLDER'S DEDICATION
STATE OF TEXAS §
COUNTY OF WILLIAMSON §

KNOW ALL MEN BY THESE PRESENTS;

R BANK, A TEXAS STATE BANK, LIEN HOLDER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED OF TRUST RECORDED IN DOCUMENT NO. 2017004847 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY 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 CR 405 SUBDIVISION.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS _____ DAY OF _____, 20_____.

R BANK, A TEXAS STATE BANK

MIKE SHAW
TRUSTEE
3600 E. PALM VALLEY BLVD.
ROUND ROCK, TEXAS 78665

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

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

NOTARY PUBLIC, STATE OF TEXAS

PRINTED NAME
MY COMMISSION EXPIRES: _____

ROAD WIDENING EASEMENTS

RIGHT-OF-WAY EASEMENTS FOR WIDENING ROADWAYS OR IMPROVING DRAINAGE SHALL BE MAINTAINED BY THE LANDOWNER UNTIL ROAD OR DRAINAGE IMPROVEMENTS ARE ACTUALLY CONSTRUCTED ON THE PROPERTY. THE COUNTY HAS THE RIGHT AT ANY TIME TO TAKE POSSESSION OF ANY ROAD WIDENING EASEMENT FOR THE CONSTRUCTION, IMPROVEMENT OR MAINTENANCE OF THE ADJACENT ROAD. THE LANDOWNER ASSUMES ALL RISKS ASSOCIATED WITH IMPROVEMENTS LOCATED IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS. BY PLACING ANYTHING IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS, THE LANDOWNER INDEMNIFIES AND HOLDS THE COUNTY, ITS OFFICERS, AND EMPLOYEES HARMLESS FROM ANY LIABILITY OWING TO PROPERTY DEFECTS OR NEGLIGENCE NOT ATTRIBUTABLE TO THEM AND ACKNOWLEDGES THAT THE IMPROVEMENTS MAY BE REMOVED BY THE COUNTY AND THAT THE OWNER OF THE IMPROVEMENT SHALL BE RESPONSIBLE FOR THE RELOCATION AND/OR REPLACEMENT OF THE IMPROVEMENT.

OWNER'S RESPONSIBILITIES

IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE PLATTING AND DEVELOPMENT OF THIS PROPERTY. THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOODPLAIN DATA, IN PARTICULAR, MAY CHANGE. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE ROADS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.

PRELIMINARY PLAT OF SUNSET MEADOWS

LEGAL DESCRIPTION

These notes describe that certain tract of land located in the **J. A. CROSBY SURVEY, ABSTRACT No. 149**, situated in Williamson County, Texas; subject tract being all of a called "32.791 acres" being conveyed in a Warranty Deed with Vendor's Lien from Wayne Finch, et ux Kay Finch to CR 405 Series, A SERIES OF CARACARA RANCHES LLC dated 01-13-2017 and recorded in Document No. 2017004846 . Official Public Records of Williamson County (OPRWC); being surveyed on the ground under the direct supervision of Bruce Lane Bryan, Registered Professional Land Surveyor No. 4249, during the month of December, 2016 and being more fully described as follows :

BEGINNING at a found ½" iron rod at the Southeast corner of said "32.469 Acres", same being the Southeast corner of a called "64.64 Acres" as conveyed to Viola Kriedel, and Wayne Finch, et ux, Kay Finch dated 12-15-1980 and recorded in Volume 822, Page 756, Deed Records of Williamson County (DRWC), said "64.64 Acres" being the parent tract from which said "32.469 Acres" was created, and the Northeast corner of a called "0.452 Acre" Easement as recorded in Document No. 2002052698, OPRWC in the West line of County Road No. 405; found a ½" iron rod at the Southeast corner of said "0.452 Acre" Easement bearing South 06° 52' 00" West, a distance of 30.24 feet, same being the Northeast corner of Lot 1 of Hilltop Acres Subdivision, a dedicated subdivision plat of which is recorded in Cabinet "I", Slide 181, Plat Records of Williamson County (PRWC) from which a ½" iron rod found at the Southeast corner of said Lot 1 bears South 07° 17' 43" West, 156.15 feet (called 156.73 feet);

THENCE North 80° 59' 24" West with the non-fenced common line of aforementioned "32.469 Acres", "64.64 Acres" and "0.452 Acre" Easement, along the North side of a gravel roadway, a distance of **655.34 feet** to a found ½" iron rod at the Southwest corner of said "32.469 Acres" and "64.64 Acres", same being the Northwest corner of said "0.452 Acre" Easement, the Northeast corner of a called "5.691 Acres" conveyed to Jeffery A. Snyder dated 4-9-2003 and recorded in Document No. 2003033761, OPRWC and an exterior corner of a called "92.162 Acres" conveyed to Jay Mikulencak dated 1-9-2003 and recorded in Document No. 2003005230, OPRWC; a cotton spindle gear found near a fence corner at the Southwest corner of said "0.452 Acre" Easement, same being the Northwest corner of Lot 1A of aforementioned Hilltop Acres Subdivision, bears South 07° 28' 37" West, 30.25 feet;

THENCE North 07° 50' 55" East with the non-fenced common line of aforementioned "32.469 Acres", "64.64 Acres" and "92.162 Acres", a distance of **2202.48 feet** (called 2208.48 feet per description of "32.469 Acres") to a set ½" iron rod (12" below surface, capped BRYAN TECHNICAL SERVICE) at the Northwest corner of said "32.469 Acres", same being the Southwest corner of an additional "32.469 Acres" as conveyed in a Partition Deed from Wayne Finch, et ux, Kay Finch to Viola Kriedel dated 10-25-2000 and recorded in Document No. 2000075215, OPRWC; found a ½" iron rod at an interior corner of said "92.162 Acres" bearing North 07° 50' 55" East, 727.39 feet (called 727.85 feet per "92.162 Acres" description); in addition, found a ½" iron rod found destroyed by farming activities nearby (did not honor);

THENCE South 81° 28' 35" East with the non-fenced common line of both "32.469 Acre" tracts, a distance of **642.97 feet** (called 640.10 feet per description of "32.469 Acres") to a found ½" iron rod at the Northeast corner of said "32.469 Acres - Finch", same being the Southeast corner of said "32.469 Acres - Kriedel" in the East line of aforementioned "64.64 Acres" in the said West line of County Road No. 405; found a ½" iron rod at the Easternmost corner of said "92.162 Acres" bearing North 07° 32' 17" East, a distance of 738.16 feet; found a ½" iron rod at the Northeast corner of said "32.469 Acres - Kriedel", same being the Northeast corner of said "64.64 Acres" bearing North 07° 29' 34" East, a distance of 2218.15 feet (called 2218.43 feet per "64.64 Acre" description);

THENCE South 07° 49' 23" West with the East lines of said "32.469 Acres - Finch" and "64.64 Acres", same being the West line of County Road No. 405; a distance of **522.35 feet** to a set ½" iron rod (6" below surface, capped BRYAN TECHNICAL SERVICE) at an interior corner of said "64.64 Acres" and "32.469 Acres - Finch";

THENCE South 07° 26' 21" West continuing with the East lines of said "32.469 Acres - Finch" and "64.64 Acres", same being the West line of County Road No. 405; a distance of **1685.88 feet** (called 1685.88 feet per "64.64 Acre" description) to the **PLACE OF BEGINNING** containing according to the dimensions herein stated an area of **32.791 Acres** of Land.

NOTE: Bearings and coordinates recited herein based on Texas Plane Coordinate System (central zone) NAD 83/93 adjustment and are grid values.

HEALTH DISTRICT APPROVAL

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

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

MAILBOXES

RURAL MAILBOXES SHALL BE SET THREE FEET FROM THE EDGE OF THE PAVEMENT OR BEHIND CURBS, WHEN USED. ALL MAILBOXES WITHIN COUNTY ARTERIAL RIGHT-OF-WAY SHALL MEET THE CURRENT TxDOT STANDARDS. ANY MAILBOX THAT DOES NOT MEET THIS REQUIREMENT MAY BE REMOVED BY WILLIAMSON COUNTY.

DEVELOPMENT NOTES

NO STRUCTURE OR LAND WITHIN THIS PLAT SHALL HEREFTER BE LOCATED OR ALTERED WITHOUT FIRST OBTAINING A DEVELOPMENT PERMIT FROM THE WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATOR. THE MINIMUM LOWEST FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING, OR ONE FOOT ABOVE THE BFE, WHICHEVER IS HIGHER.

ROAD NAME AND 911 ADDRESS APPROVAL

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE _____ DAY OF _____, 20____ A.D.

WILLIAMSON COUNTY ADDRESSING COORDINATOR

PROFESSIONAL SURVEYOR'S CERTIFICATE

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

BRUCE LANE BRYAN
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4249
STATE OF TEXAS
TBPLS FIRM REGISTRATION NO. 10128500

PROFESSIONAL ENGINEER'S CERTIFICATION:

THAT I, DENNIS W. HILL, DO HEREBY CERTIFY THAT THE INFORMATION CONTAINED ON THIS PLAT COMPLIES WITH THE SUBDIVISION ORDINANCES ADOPTED BY WILLIAMSON COUNTY, TEXAS. THE PROPERTY DEPICTED HEREON IS NOT WITHIN A SPECIAL FLOOD HAZARD AREA AS DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY; THE FLOOD AREA BEING IDENTIFIED ON F.I.R.M. PANEL NO. 48491C0700E, EFFECTIVE DATE SEPTEMBER 26, 2008, LOCATED IN ZONE "X" (UNSHADED). THIS TRACT IS NOT LOCATED WITHIN THE EDWARDS RECHARGE ZONE.

DENNIS W. HILL
LICENSED PROFESSIONAL ENGINEER NO. 84679 STATE OF TEXAS
HILL ENGINEERING PLLC, TBPE FIRM REGISTRATION NO. 3532

COUNTY JUDGE'S APPROVAL

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

KNOW ALL MEN BY THESE PRESENTS;

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

DAN A. GATTIS, COUNTY JUDGE
WILLIAMSON COUNTY, TEXAS

DATE

COUNTY CLERK'S CERTIFICATION

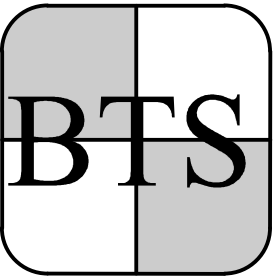
STATE OF TEXAS §
COUNTY OF WILLIAMSON §
KNOW ALL MEN BY THESE PRESENTS:

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

NANCY RISTER, CLERK COUNTY COURT
OF WILLIAMSON COUNTY, TEXAS

BY: _____, DEPUTY
(PRINTED NAME)

BRYAN TECHNICAL SERVICES, INC.



911 NORTH MAIN
TAYLOR, TX 76574

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

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

NO.	DATE	REVISIONS	BY
DRAWN BY: JRG		CHECKED BY: BLB	
SCALE: NONE		APPROVED BY: BLB	
PROJECT NO. 16--882		DATE: JANUARY 11, 2017	

(PRINTED NAME)

SHEET 2 OF 2

Commissioners Court - Regular Session**26.****Meeting Date:** 05/16/2017

Discuss consider and take appropriate action on approval of the final plat for the L and D Acres 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 final plat for the L & D Acres subdivision - Pct 3.

Background

This is a rural, single-lot plat located along the north side of CR 316 approximately 1/4 mile east of CR 317.

Additional right-of-way has been dedicated along the north side of CR 317. The final plat review fee has been paid.

The preliminary plat was approved on May 2, 2017.

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsFinal Plat - L & D Acres

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Patrick Hughes

Final Approval Date: 05/10/2017

Reviewed By

Wendy Coco

Date

05/10/2017 09:01 AM

Started On: 05/10/2017 08:09 AM

A map of the Georgetown area, showing the proposed location of a project. The map includes a compass rose, a scale bar, and labels for 'PROJECT LOCATION' and 'GEORGETOWN'. The project location is marked with a shaded area and a line pointing to it from the label. The map shows a network of roads, including a major highway running diagonally from the top left to the bottom right. The town of Georgetown is located in the bottom left corner, and the project location is situated to the northeast of the town. The map also shows various geographical features, including a river and several smaller roads.

"61.72 ACRES"
DEED - JOSEF J. HAVELKA, SR., ET UX
TO
EDMUND E HAVELKA
10-22-1954 490/500 DRWC

"61.72 ACRES" (RESIDUE)
WD —EDMUND E HAVELKA AND MONICA S. HAVELKA, AS
TRUSTEES OF THE EDMUND AND EVELYN HAVELKA FAMILY
TRUST, AND EDMUND E. HAVELKA, INDIVIDUALLY
TO
MONICA S. HAVELKA
8-26-2004 DOC.# 2004068304 OPRWC

LOT 1
BLOCK 1

"3.00 ACRES"
WD -MONICA L. HAVELKA
TO
LEO BRINGMAN, ET UX DIANE BRINGMAN
10-23-2015 DOC.# 2015093825 OPRWC

2.906 ACRES
(126,579 SQ. FT.)

LINE TABLE		
LINE	LENGTH	BEARING
L1	106.37	S67°22'37"W
L2	201.60	S65°27'08"W
L3	104.38	S69°18'38"W

SD = 106.39'

SD = 201.62'

SD = 104.40'

RF AT N.E.C."1.68 ACRES"
1697/881 ORWC

IRF (CAPPED 1966) IN NORTH R.O.W.
FENCE (NO RECORDING INFORMATION)
BEARS S 69° 35' 12" WEST, 45'

GRID VALUES
NORTH = 10250194.43'
EAST = 3161696.31'

(CALCULATED BOUNDARY LINES
- RE-TRACED FROM DESCRIPTION IN
1697/881 ORWC)

ADDITIONAL R.O.W. DEDICATION
 40' x 8' *** /// L2 (C = 201.60')
 W.C.R. NO. 316 (R.O.W. VARIES)

"2.00 ACRES"
JEFFREY C. SHARPE AND LINDSEY D.
COCKERELL
DOC.# 2013097220 OPRWC

"65.76 ACRES"
ALLEN D. COCKERELL AND CONNIE M.
COCKERELL, CO-TRUSTEES OF THE
COCKERELL REVOCABLE TRUST
DOC.# 2015078138 OPRWC

H. L. JACKSON SURVEY,
ABSTRACT NO. 362

LOWER N.W.C. LOT 1, FOX DEN
ACRES AS RECORDED IN CABINET 1,
SLIDE 41, PRWC

"NO CONSTRUCTION IN THE SUBDIVISION MAY BEGIN UNTIL THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) HAS APPROVED THE WATER POLLUTION ABATEMENT PLAN (WPAP) IN WRITING"

"ON-SITE SEWAGE FACILITIES MUST BE DESIGNED BY A REGISTERED PROFESSIONAL ENGINEER OR REGISTERED SANITARIAN"

"WATER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED
BY JONAH WATER SUD"

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

SURVEYORS NOTES:

THE PROPERTY DEPICTED HEREON IS NOT WITHIN
A SPECIAL FLOOD HAZARD AREA AS DETERMINED
BY THE FEDERAL EMERGENCY MANAGEMENT
AGENCY; THE FLOOD AREA BEING IDENTIFIED ON
F.I.R.M. PANEL NO. 48491C0150E, EFFECTIVE DATE
SEPTEMBER 26, 2008, LOCATED IN ZONE "X"
(UNSHADED).

"10.00 ACRES"
BANK ONE, TEXAS, N.A.
TO
HERMAN ARLDT & WIFE SALLEY ARLDT
1937/415 ORWC

"LOT 8, BLOCK 1 - 2.09 ACRES"
FOX DEN ACRES ADDITION #2
CABINET CC. SLIDE 398 PRWC

"LOT 9, BLOCK 1 - 2.078 ACRES"
FOX DEN ACRES ADDITION #2
CABINET CC, SLIDE 398 PRWC

72. ACRES
(ED)

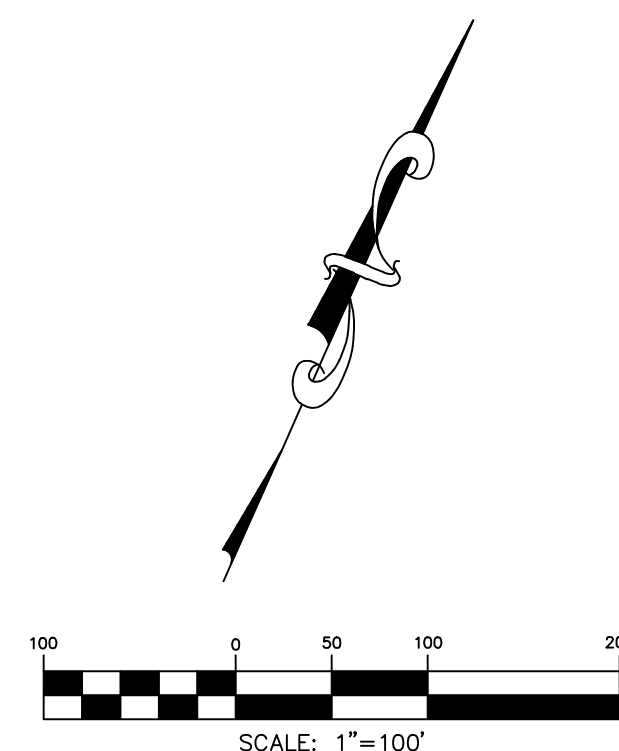
APPROXIMATE SEC "61.75"
(NO EVIDENCE RECOVERED)

6.00
FROM S.E.C. LOT 1, BLOCK 1
S.E.C. W. J. BYBEE SURVEY (APPROX.) N. 71.11'

APPROX. LOCATION OF SURVEY LINE

"65.76 ACRES"
ALLEN D. COCKERELL AND CONNIE M.
COCKERELL, CO-TRUSTEES OF THE
COCKERELL REVOCABLE TRUST
DOC.# 2015078138 OPRWC

TBM = RAILROAD SPIKE DRIVEN IN POWER POLE NEAR SOUTHEAST CORNER OF LOT 1: ELEVATION = 844.10



THE BEARINGS SHOWN HEREON ARE ORIENTED TO
THE TEXAS STATE PLANE COORDINATE SYSTEM,
CENTRAL ZONE, NAD 83, 93 ADJUSTMENT.
COMBINED SCALE FACTOR = 1.0001454,
DISTANCES ARE EXPRESSED AS SURFACE VALUES.
VERTICAL DATUM SHOWN HEREON BASED ON
NGVD88 DATUM AND IS EXPRESSED IN FEET.

- 1/2" IRON ROD SET (CAPPED "BRYAN TECH SERVICES")
- IRON ROD FOUND
- SD = SURFACE DISTANCE

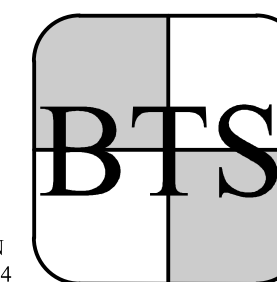
L & D ACRES
FINAL PLAT
PLAN VIEW

SHEET 1 OF 2

ABBREVIATIONS

ABBREVIATIONS
 FND. — FOUND
 I.R. — IRON ROD
 I.P. — IRON PIPE
 R.O.W. — RIGHT-OF-WAY
 DRWC — DEED RECORDS OF WILLIAMSON
 COUNTY, TEXAS
 ORWC — OFFICIAL RECORDS OF WILLIAMSON
 COUNTY, TEXAS
 OPRWC — OFFICIAL PUBLIC RECORDS OF WILLIAMSON
 COUNTY, TEXAS
 WD — WARRANTY DEED
 GWD — GENERAL WARRANTY DEED
 SWD — SPECIAL WARRANTY DEED
 W/VL — DEED WITH VENDOR'S LIEN
 WCR — WILLIAMSON COUNTY ROAD
 P.O.C. — PLACE OF COMMENCING
 P.O.B. — PLACE OF BEGINNING

BRYAN TECHNICAL SERVICES, INC.



911 NORTH MAIN
TAYLOR, TX 76574

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

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

NO.	DATE	REVISIONS	BY

DRAWN BY: BLB	CHECKED BY: BLB
---------------	-----------------

SCALE: 1" = 50'	APPROVED BY: BLB
-----------------	------------------

PROJECT NO. 15-652	DATE: NOVEMBER, 2015
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L & D ACRES
FINAL PLAT
SHEET 2 OF 2

Commissioners Court - Regular Session**27.****Meeting Date:** 05/16/2017

Discuss consider and take appropriate action on approval of the final plat for the Scott and White at Rancho Sienna 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 final plat for the Scott & White at Rancho Sienna subdivision - Pct 3.

Background

This is a single-lot commercial subdivision located along the south side of SH 29 in the Rancho Sienna development. No additional right-of-way was acquired as part of this plat because all right-of-way for the future SH 29 widening will occur along the north side of SH 29 at this location. The plat review fee has been paid.

Fiscal Impact

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

Attachments

Final Plat - Scott & White at Rancho Sienna

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Patrick Hughes

Final Approval Date: 05/10/2017

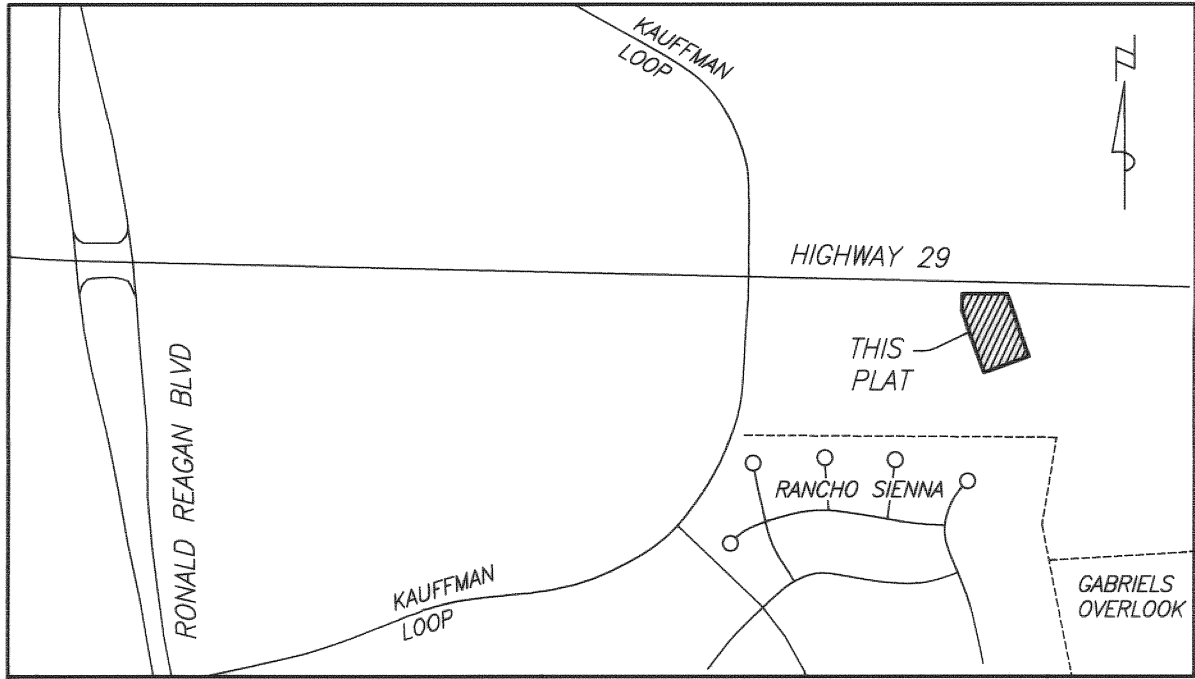
Reviewed By

Wendy Coco

Date

05/10/2017 12:13 PM

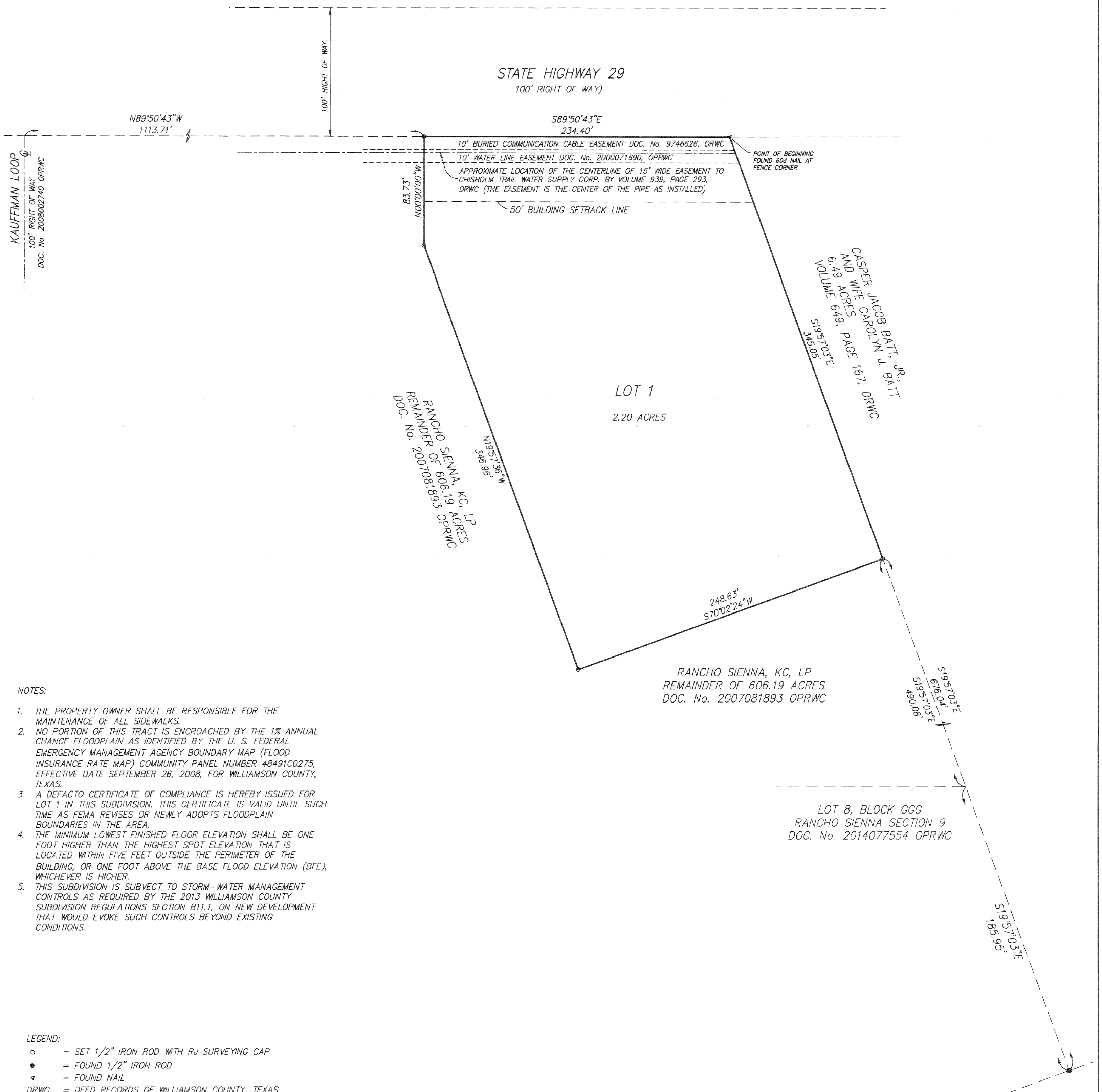
Started On: 05/10/2017 10:44 AM



LOCATION MAP
SCALE: 1" = 1000'

PLAT OF
SCOTT & WHITE AT RANCHO SIENNA

SCALE: 1"=50'
0 50' 100' 150' 200'



NOTES:

1. THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL SIDEWALKS.
2. NO PORTION OF THIS TRACT IS ENCLOSED BY THE 1% ANNUAL CHANCE FLOODPLAIN AS IDENTIFIED BY THE U. S. FEDERAL EMERGENCY MANAGEMENT AGENCY BOUNDARY MAP (FLOOD INSURANCE RATE MAP) COMMUNITY PANEL NUMBER 48491C0275, EFFECTIVE DATE SEPTEMBER 26, 2008, FOR WILLIAMSON COUNTY, TEXAS.
3. A DEFACTO CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR LOT 1 IN THIS SUBDIVISION. THIS CERTIFICATE IS VALID UNTIL SUCH TIME AS FEMA REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THE AREA.
4. THE MINIMUM LOWEST FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING, OR ONE FOOT ABOVE THE BASE FLOOD ELEVATION (BFE), WHICHEVER IS HIGHER.
5. THIS SUBDIVISION IS SUBJECT TO STORM-WATER MANAGEMENT CONTROLS AS REQUIRED BY THE 2013 WILLIAMSON COUNTY SUBDIVISION REGULATIONS SECTION B11.1, ON NEW DEVELOPMENT THAT WOULD EVOKE SUCH CONTROLS BEYOND EXISTING CONDITIONS.

LEGEND:

- = SET 1/2" IRON ROD WITH RJ SURVEYING CAP
- = FOUND 1/2" IRON ROD
- ▲ = FOUND NAIL
- DRWC = DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
- ORWC = OFFICIAL OF RECORDS OF WILLIAMSON COUNTY, TEXAS
- OPRWC = OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS

NOTES:

BEARINGS ARE TEXAS STATE PLANE CENTRAL ZONE NAD 83

SITE DATA:
1 LOT
2.20 ACRES

DATE: FEB. 7, 2017

RANDALL JONES & ASSOCIATES ENGINEERING, INC.

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

F-9784

RJ SURVEYING & ASSOCIATES, INC.

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

F-10015400

PLAT OF
SCOTT & WHITE AT RANCHO SIENNA

THAT PART OF THE GREENLEAF FISK SURVEY, ABSTRACT NO. 5, IN WILLIAMSON COUNTY, TEXAS, BEING A PART OF THE REMAINDER OF THAT 606.19 ACRE TRACT OF LAND CONVEYED TO RANCHO SIENNA, KC, LP, BY DEED RECORDED IN DOCUMENT NO. 2007081893 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT A NAIL FOUND IN THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY 29, THE SAME BEING THE COMMON NORTHERLY CORNER OF SAID REMAINDER OF 606.19 ACRE TRACT AND THAT 6.49 ACRE TRACT CONVEYED TO CASPER JACOB BATT, JR., AND WIFE, CAROLYN J. BATT BY DEED RECORDED IN VOLUME 649, PAGE 167, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS;

THENCE S.19°57'03"E. LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY 29 AND ALONG THE COMMON LINE OF SAID REMAINDER 606.19 ACRE TRACT AND SAID 6.49 ACRE TRACT A DISTANCE OF 345.05 FEET TO A 1/2" IRON ROD SET (FROM WHICH POINT THE NORTHEAST CORNER OF THE PLAT OF RANCHO SIENNA SECTION 9, ACCORDING TO THE PLAT THEREOF RECORDED IN DOCUMENT NO. 2014077554 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, BEARS S.19°57'03"E., 488.52 FEET AND A 1/2" IRON ROD FOUND AT THE SOUTHWEST CORNER OF SAID 6.49 ACRE TRACT BEARS S.19°57'03"E. 676.04 FEET);

THENCE ACROSS SAID REMAINDER OF 606.19 ACRE TRACT THE FOLLOWING THREE COURSES:

1. S.70°02'24"W. A DISTANCE OF 248.63 FEET TO A 1/2" IRON ROD SET;
2. N.19°57'36"W. A DISTANCE OF 346.96 FEET TO A 1/2" IRON ROD SET;
3. N.00°00'00"W. A DISTANCE OF 83.73 FEET TO A 1/2" IRON ROD SET IN THE SAID SOUTHERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY 29 AND THE NORTH LINE OF SAID REMAINDER OF 606.19 ACRE TRACT;

THENCE S.89°50'43"E. ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND THE NORTH LINE OF SAID REMAINDER OF 606.19 ACRE TRACT A DISTANCE OF 234.40 FEET TO THE SAID POINT OF BEGINNING.

CONTAINING 2.20 ACRES, MORE OR LESS.


BEARINGS ARE TEXAS STATE PLANE CENTRAL ZONE NAD 83

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON

THAT RANCHO SIENNA KC, LP, BEING THE OWNER OF THAT 606.19 ACRE TRACT OF LAND CONVEYED TO IT BY DEED RECORDED IN DOCUMENT No. 2007081893 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO HEREBY SUBDIVIDE, IN ACCORDANCE WITH CHAPTERS 212, 232 AND 242 OF THE LOCAL GOVERNMENT CODE, 2.20 ACRES OUT OF SAID TRACT AND HEREBY ADOPT OUR SUBDIVISION TO BE KNOWN AS "SCOTT & WHITE AT RANCHO SIENNA" AND DO HEREBY DEDICATE TO THE PUBLIC, THE USE OF ALL STREETS AND EASEMENTS AS SHOWN, SUBJECT TO ANY EASEMENTS AND/OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED, AND FURTHER 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.

BY: 


JAMES EDWARD HORNE
8200 NORTH MOPAC, SUITE 300
AUSTIN, TX 78759

ENGINEER'S CERTIFICATION

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

I, J. KEITH COLLINS, DO HEREBY CERTIFY THAT THE INFORMATION CONTAINED ON THIS PLAT COMPLIES WITH THE SUBDIVISION ORDINANCES AND THE STORMWATER DRAINAGE POLICY ADOPTED BY WILLIAMSON COUNTY, TEXAS.

THIS TRACT IS LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE.

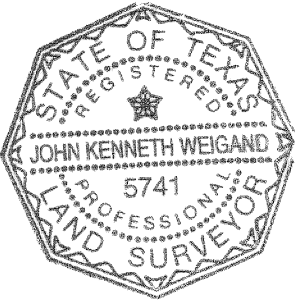

J. KEITH COLLINS DATE
LICENSED PROFESSIONAL ENGINEER No. 80579



SURVEYOR'S CERTIFICATION

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


J. KENNETH WEIGAND DATE 5/5/2017
R.P.L.S. NO. 5741
STATE OF TEXAS



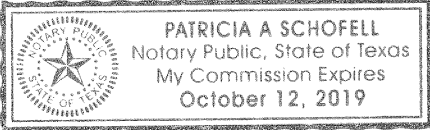
ACKNOWLEDGMENT

THE STATE OF TEXAS
COUNTY OF TRAVIS

BEFORE ME 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 HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 8 DAY OF
MAY, A. D., 2017.


NOTARY PUBLIC SIGNATURE



SEAL

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 OTHER PARTIES IN THIS PLAT. FLOOD PLAIN DATA, IN PARTICULAR, MAY CHANGE DEPENDING ON SUBSEQUENT DEVELOPMENT. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE STREETS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.

STATE OF TEXAS
COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS;

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

DAN A. GATTIS COUNTY JUDGE
WILLIAMSON COUNTY, TEXAS

DATE

STATE OF TEXAS
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 NUMBER _____

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

THE CITY OF LIBERTY HILL, TEXAS, ACKNOWLEDGES RECEIPT OF THIS PLAT FOR REVIEW AND/OR APPROVAL IN CONJUNCTION WITH PLANNING PURPOSES AND PAYMENT OF APPLICABLE FOR THE PROVISION OF WATER AND/OR WASTEWATER SERVICES.

DATE

CITY OF LIBERTY HILL, TEXAS

DATE: FEB. 7, 2017

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

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

F-10015400

Commissioners Court - Regular Session**28.****Meeting Date:** 05/16/2017

Discuss consider and take appropriate action on approval of the revised preliminary plat for the Rancho Sienna Sec 19 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 revised preliminary plat for the Rancho Sienna Section 19 subdivision - Pct 3.

Background

This is a revision to Section 19 of the Rancho Sienna development. A portion of this section will now be developed as a condominium regime. The public roads will now terminate as shown on this plat.

Fiscal Impact

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

Attachments

Revised Prelim Plat - Rancho Sienna Sec 19

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Patrick Hughes

Final Approval Date: 05/11/2017

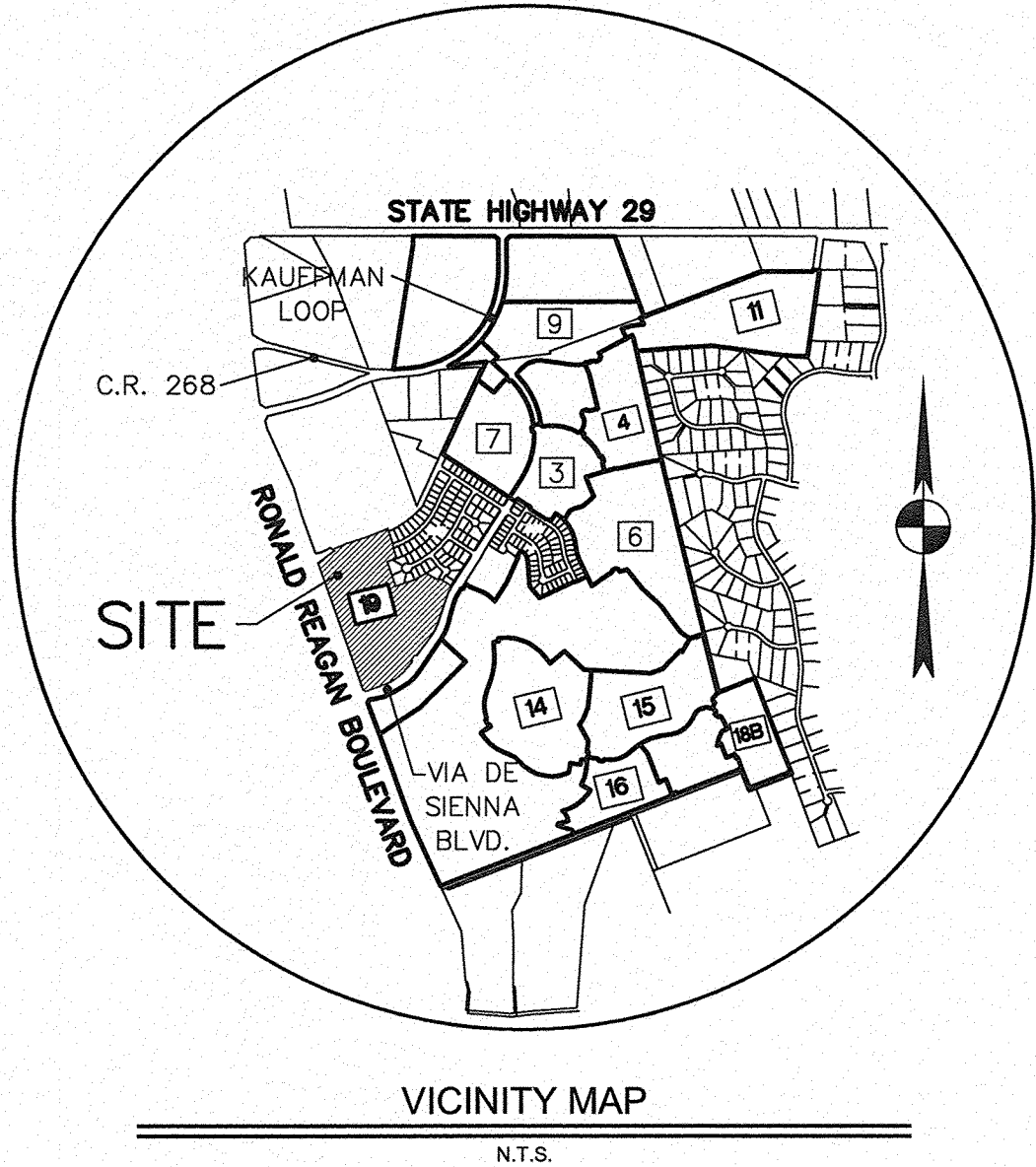
Reviewed By

Wendy Coco

Date

05/11/2017 09:50 AM

Started On: 05/11/2017 08:44 AM



REVISED PRELIMINARY PLAT

FOR

RANCHO SIENNA

SECTION 19

SHEET INDEX	
SHEET NO.	DESCRIPTION
01	COVER SHEET
02	PHASING PLAN
03	PRELIMINARY PLAT "A"
04	PRELIMINARY PLAT "B"
05	PRELIMINARY PLAT TABLES

OWNER: NASH RANCHO HILLS, LLC
13809 RESEARCH BOULEVARD, SUITE 475
AUSTIN, TEXAS 78750
512-244-6667

ENGINEER: STANTEC CONSULTING SERVICES, INC.
221 WEST SIXTH STREET, SUITE 600
AUSTIN, TEXAS 78701
512-328-0011

FLOODPLAIN INFORMATION:


NO LOTS WITHIN THIS SUBDIVISION ARE ENCROACHED BY A SPECIAL FLOOD HAZARD AREA INUNDATED BY THE 100 YEAR FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAPS 48491C0275E AND 48491C0455E DATED SEPTEMBER 26, 2008.

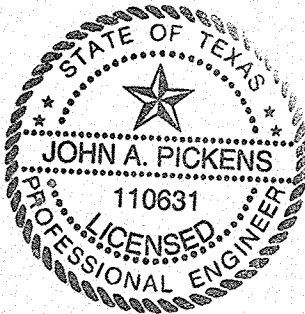
LEGAL DESCRIPTION:

37.32 ACRE TRACT OR PARCEL OF LAND, OUT OF THE GREENLEAF FISK A-5 SURVEY, SITUATED IN WILLIAMSON COUNTY, TEXAS, OUT OF THE CERTAIN TRACT OF LAND CONVEYED TO NASH RANCHO HILLS, LLC BY DEED OF RECORD IN DOCUMENT NO. 2013060667 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS.

ADDRESS : VIA DE SIENNA BLVD.

SUBMITTAL DATE : FEBRUARY 2017

SUBMITTED BY:  DATE 05/10/17
JOHN A. PICKENS, P.E.
STANTEC CONSULTING SERVICES, INC.
221 WEST SIXTH STREET, SUITE 600
AUSTIN, TEXAS 78701
(512) 328-0011



PLAN SUBMITTALS:


NO.	DATE	COMMENTS

I, JOHN A. PICKENS, P.E., CERTIFY THAT THESE ENGINEERING DOCUMENTS ARE COMPLETE, ACCURATE AND ADEQUATE FOR THE INTENDED PURPOSES, INCLUDING CONSTRUCTION, BUT ARE NOT AUTHORIZED FOR CONSTRUCTION PRIOR TO FORMAL CITY APPROVAL.

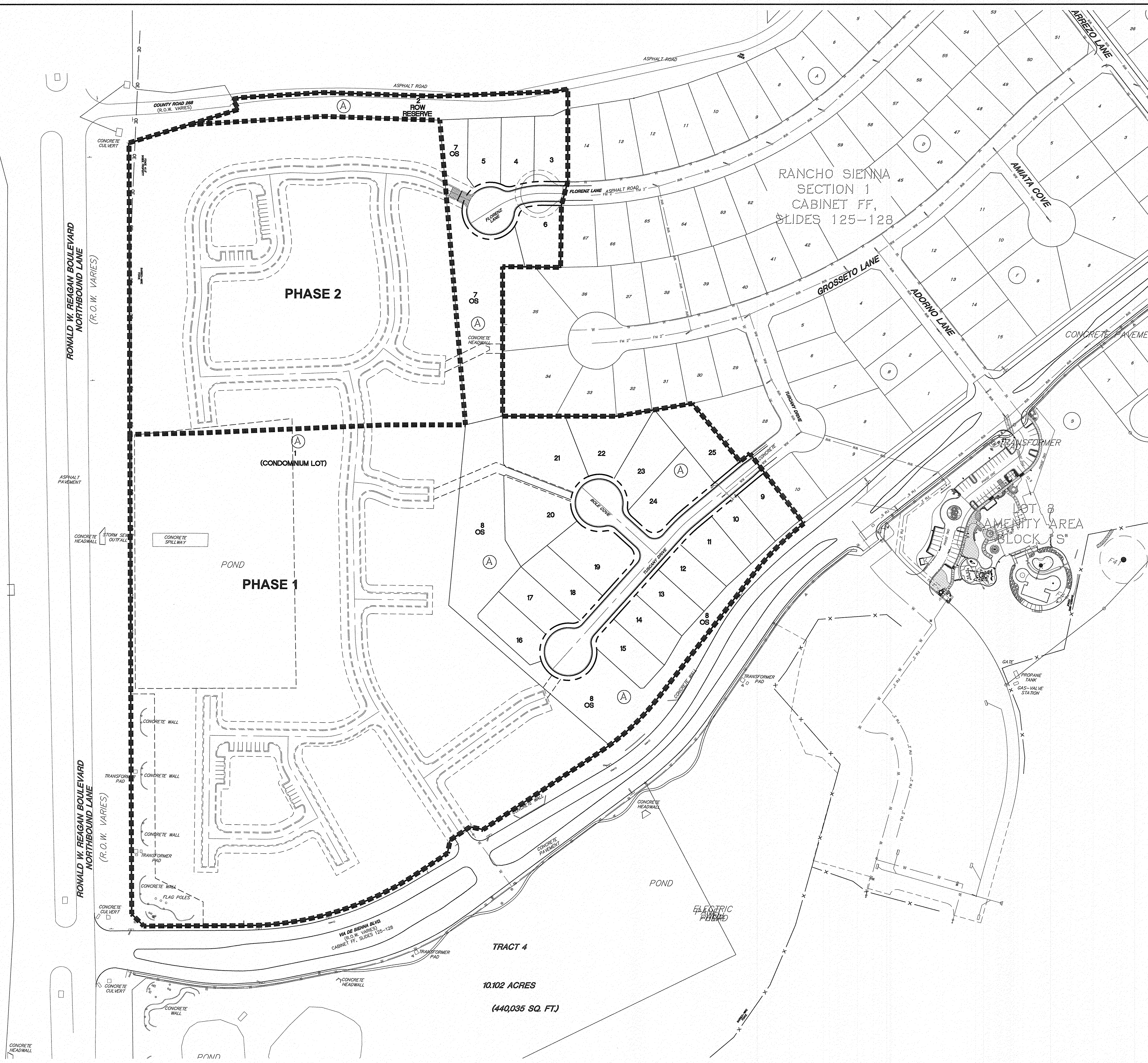
FILE: V:\2220\active\222010744\civil\drawing\10744CVR01.dwg

RANCHO SIENNA 19 LOT SUMMARY										
	TOTAL ACREAGE	TOTAL LOTS	SINGLE FAMILY	ACREAGE	OPEN SPACE	ACREAGE	CONDO	ACREAGE	ROW RESERVE	ACREAGE
BLOCK A	37.32 AC	25	21	5.74 AC	2	3.06 AC	1	27.89 AC	1	0.83 AC

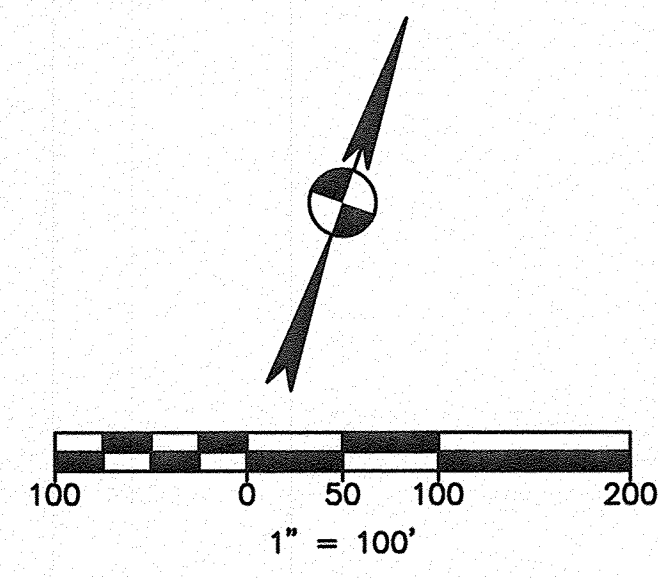
STANTEC CONSULTING SERVICES, INC. DATE
QA/QC REVIEW APPROVAL

 **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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SHEET
01
OF 5



EXISTING	PROPOSED	DESCRIPTION
0000		PROPERTY LINE / (R.O.W.) LINE
0001		RECORD INFORMATION
0002		LIGHT POLE
0003		GROUND LIGHT
0004		POWER POLE
0005		DOWN GUY
0006		TELEPHONE MANHOLE
0007		WATER MANHOLE
0008		WATER LINE MARKER
0009		UNDERGROUND CABLE MARKER
0010		UNDERGROUND GAS LINE MARKER
0011		UNDERGROUND TELEPHONE MARKER
0012		GAS RISER
0013		TELEPHONE RISER
0014		SPRINKLER CONTROL BOX
0015		SWITCH GEAR & PAD
0016		TRANSFORMER (SIZE VARIES)
0017		FIRE HYDRANT
0018		WATER VALVE
0019		WATER METER
0020		WATER METER VAULT (SIZE VARIES)
0021		CABLE TV RISER
0022		ELECTRIC BOX
0023		ELECTRIC METER
0024		GAS METER
0025		GAS VALVE
0026		TRAFFIC CONTROL BOX
0027		TRAFFIC SIGNAL POST
0028		GRATE INLET
0029		CURB INLET (SIZE VARIES)
0030		GREASE TRAP (SIZE VARIES)
0031		OVERHEAD ELECTRIC
0032		ELECTRIC MANHOLE (SIZE VARIES)
0033		WASTEWATER MANHOLE (SIZE VARIES)
0034		STORMSEWER MANHOLE (SIZE VARIES)
0035		TELEPHONE MANHOLE (SIZE VARIES)
0036		WASTEWATER CLEANOUT
0037		WIRE FENCE
0038		CHAIN LINK FENCE
0039		DUMPSTER
0040		CURB & GUTTER
0041		EDGE OF PAVEMENT
0042		FIRE LANE DESIGNATION
0043		HANDICAP ACCESS ROUTE
0044		CONCRETE SIDEWALKS
0045		WALL
0046		SON
0047		WHEELSTOP
0048		BOLLARD
0049		FINISH FLOOR ELEVATION
0050		PARKING COUNT (REGULAR SPACES)
0051		PARKING COUNT (HANDICAP SPACES)
0052		PARKING COUNT (PARALLEL SPACES)
0053		HANDICAP SPACE
0054		BIKE PARKING
0055		BARRICADE



APPROVAL

REVISION

NO.

DATE

Stantec

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Austin, Texas 78701
Tel (512) 328-0011 Fax (512) 328-0325
TBE # F-5324, TBPLS # F-10184230
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STATE OF TEXAS

JOHN A. PICKENS

110631

PROFESSIONAL ENGINEER

RANCHO SIENNA SECTION 19

VIA DE SIENNA BLVD.

NASH RANCHO HILLS, LLC

DRAWN BY: PSD

DESIGNED BY: JAP

QA / QC: JAI

PROJECT NO.: 222010744

SHEET

02

OF 5



1" = 60'

LEGEND

EXISTING	PROPOSED	DESCRIPTION
---	---	PROPERTY LINE/ (R.O.W.) LINE
---	---	RECORD INFORMATION
---	---	LIGHT POLE
---	---	GROUND LIGHT
---	---	POWER POLE
---	---	DOWN GUY
---	---	TELEPHONE MANHOLE
---	---	WATER MANHOLE
---	---	WATER LINE MARKER
---	---	UNDERGROUND CABLE MARKER
---	---	UNDERGROUND GAS LINE MARKER
---	---	UNDERGROUND TELEPHONE MARKER
---	---	GAS RISER
---	---	TELEPHONE RISER
---	---	SPRINKLER CONTROL BOX
---	---	SWITCH GEAR & PAD
---	---	TRANSFORMER (SIZE VARIES)
---	---	FIRE HYDRANT
---	---	WATER VALVE
---	---	WATER METER
---	---	WATER METER VAULT (SIZE VARIES)
---	---	CABLE TV RISER
---	---	ELECTRIC BOX
---	---	ELECTRIC METER
---	---	GAS METER
---	---	GAS VALVE
---	---	TRAFFIC CONTROL BOX
---	---	TRAFFIC SIGNAL POST
---	---	GRATE INLET
---	---	CURB INLET (SIZE VARIES)
---	---	GREASE TRAP (SIZE VARIES)
---	---	OVERHEAD ELECTRIC
---	---	ELECTRIC MANHOLE (SIZE VARIES)
---	---	WASTEWATER MANHOLE (SIZE VARIES)
---	---	STORMSEWER MANHOLE (SIZE VARIES)
---	---	TELEPHONE MANHOLE (SIZE VARIES)
---	---	WASTEWATER CLEANOUT
---	---	WIRE FENCE
---	---	WOOD FENCE
---	---	CHAIN LINK FENCE
---	---	DUMPSTER
---	---	CURB & GUTTER
---	---	EDGE OF PAVEMENT
---	---	FIRE LANE DESIGNATION
---	---	HANDICAP ACCESS ROUTE
---	---	CONCRETE SIDEWALKS
---	---	WALL
---	---	WHEELSTOP
---	---	BOLLARD
---	---	FINISH FLOOR ELEVATION
---	---	PARKING COUNT (REGULAR SPACES)
---	---	PARKING COUNT (HANDICAP SPACES)
---	---	PARKING COUNT (PARALLEL SPACES)
---	---	HANDICAP SPACE
---	---	BIKE PARKING
---	---	BARRICADE

APPROVAL

REVISION

NO.

DATE

Stantec

221 West Sixth Street, Suite 600
Austin, TX 78701
Tel: (512) 328-0111 Fax: (512) 328-0225
TBE # F-6324 TEPIS # F-1019420
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PRELIMINARY PLAT "A"

RANCHO SIENNA SECTION 19
VIA DE SIENNA BLVD.

NASH RANCHO HILLS, LLC

DRAWN BY: PSD

DESIGNED BY: JAP

QA / QC: JAI

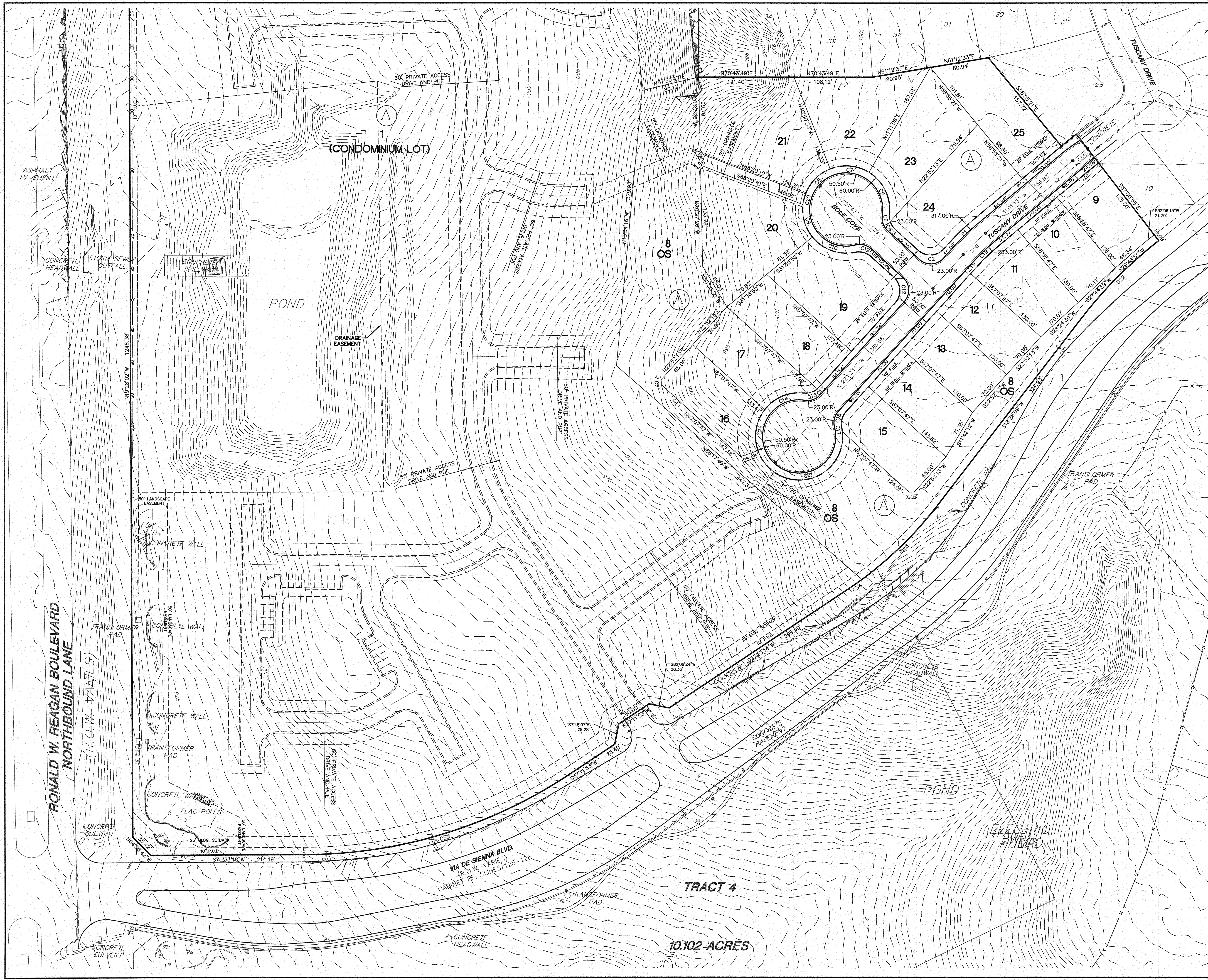
PROJECT NO.: 222010744

SHEET

03

OF 5

V:\2220\active\222010744\civil\drawing\10744P101.dwg modified by jpickens on May 10, 17 12:45 PM



60 0 30 60 120

1" = 60'

LEGEND		
EXISTING	PROPOSED	
		PROPERTY LINE / (R.O.W.) LINE
		RECORD INFORMATION
		LIGHT POLE
		GROUND LIGHT
		POWER POLE
		DOWN GUY
		TELEPHONE MANHOLE
		WATER MANHOLE
		WATER LINE MARKER
		UNDERGROUND CABLE MARKER
		UNDERGROUND GAS LINE MARKER
		UNDERGROUND TELEPHONE MARKER
		GAS RISER
		TELEPHONE RISER
		SPRINKLER CONTROL BOX
		SWITCH GEAR & PAD
		TRANSFORMER (SIZE VARIES)
		FIRE HYDRANT
		WATER VALVE
		WATER METER
		WATER METER VAULT (SIZE VARIES)
		CABLE TV RISER
		ELECTRIC BOX
		ELECTRIC METER
		GAS METER
		GAS VALVE
		TRAFFIC CONTROL BOX
		TRAFFIC SIGNAL POST
		GRATE INLET (SIZE VARIES)
		GREASE TRAP (SIZE VARIES)
		OVERHEAD ELECTRIC
		ELECTRIC MANHOLE (SIZE VARIES)
		WASTEWATER MANHOLE (SIZE VARIES)
		STORMSEWER MANHOLE (SIZE VARIES)
		TELEPHONE MANHOLE (SIZE VARIES)
		WASTEWATER CLEANOUT
		WIRE FENCE
		WOOD FENCE
		CHAIN LINK FENCE
		DUMPSTER
		CURB & GUTTER
		EDGE OF PAVEMENT
		FIRE LANE DESIGNATION
		HANDICAP ACCESS ROUTE
		CONCRETE SIDEWALKS
		WALL
		SIGN
		WHEELSTOP
		BOLLARD
		FINISH FLOOR ELEVATION
		PARKING COUNT (REGULAR SPACES)
		PARKING COUNT (HANDICAP SPACES)
		PARKING COUNT (PARALLEL SPACES)
		HANDICAP SPACE
		BIKE PARKING
		BARRICADE

APPROVAL

REVISION

DATE

NO.

DATE

NO.

221 West Sixth Street, Suite 800
Austin, Texas 78701
Tel: (512) 338-0011 Fax: (512) 338-0325
TBP# F-6324 TEP# F-10194230
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STATE OF TEXAS

JOHN A. PICKENS

110631

LICENSED PROFESSIONAL ENGINEER

PRELIMINARY PLAT "B"

RANCHO SIENNA SECTION 19

VIA DE SIENNA BLVD.

NASH RANCHO HILLS, LLC

DRAWN BY: PSD

DESIGNED BY: JAP

QA / QC: JAI

PROJECT NO.: 222010744

SHEET

04



OF

5

PARCEL CURVE DATA					
CURVE #	LENGTH	RADIUS	DELTA	CHORD LENGTH	BEARING
C1	46.23'	325.00'	8'09"00"	46.19'	S26° 56' 42.91"W
C2	39.27'	25.00'	90'00"00"	35.36'	S67° 52' 13.10"W
C3	0.00'	20.15'	0'00"04"	0.00'	N67° 07' 44.68"W
C4	13.33'	25.00'	30'32'38"	13.17'	N51° 51' 24.36"W
C5	67.49'	60.00'	64°28'54"	63.99'	N45° 23' 08.78"W
C6	10.22'	25.00'	23'25'24"	10.15'	N24° 52' 23.53"W
C7	55.74'	60.00'	53'13'59"	53.76'	S75° 46' 25.71"W
C8	49.74'	60.00'	47'29'37"	48.32'	S25° 24' 38.59"W
C9	47.74'	60.00'	45'35'21"	46.43'	S35° 36' 29.70"E
C10	65.65'	60.00'	62°14'42"	62.49'	S89° 45' 01.17"E
C11	23.55'	25.00'	53°58'04"	22.69'	N85° 53' 09.98"E
C12	39.27'	25.00'	90'00"00"	35.36'	S22° 07' 46.90"E
C13	3.47'	25.00'	7°56'41"	3.46'	S26° 50' 33.57"W
C14	61.24'	60.00'	58°28'37"	58.61'	S47° 35' 59.76"W
C15	20.08'	25.00'	46'01'24"	19.55'	S53° 49' 36.18"W
C16	59.38'	60.00'	56°42'25"	56.99'	S09° 59' 31.14"E
C17	5.80'	60.00'	53°11'11"	5.80'	N28° 19' 46.40"E
C18	23.55'	25.00'	53°58'05"	22.69'	N04° 06' 49.52"W
C19	39.12'	275.00'	8'09'00"	39.08'	N26° 56' 29.91"E
C20	15.16'	60.00'	14°28'39"	15.12'	S05° 34' 42.67"E

PARCEL CURVE DATA					
CURVE #	LENGTH	RADIUS	DELTA	CHORD LENGTH	BEARING
C21	175.11'	60.00'	16°12'59"	119.25'	N58° 02' 47.88"E
C22	150.43'	580.00'	14°38'29"	150.02'	S25° 43' 17.84"W
C23	143.89'	510.00'	16°09'53"	143.41'	S26° 28' 59.04"W
C24	212.73'	60.00'	20°30'48"	117.56'	S65° 53' 09.54"E
C25	21.90'	60.00'	20°54'30"	21.77'	N02° 05' 11.36"E
C26	29.32'	25.00'	67°11'45"	37.67'	N25° 13' 48.83"E
C27	34.35'	155.00'	12°41'49"	24.28'	N65° 10' 35.84"E
C28	22.06'	205.00'	6°09'59"	22.05'	S68° 26' 30.48"W
C29	45.23'	205.00'	12°38'29"	45.14'	S59° 02' 16.29"W
C30	19.83'	25.00'	45°26'26"	19.31'	S75° 26' 14.90"W
C31	7.25'	60.00'	6°55'30"	7.25'	N85° 18' 17.22"W
C32	58.17'	60.00'	55°32'43"	55.82'	S63° 27' 35.99"W
C33	384.24'	659.98'	33°21'26"	378.93'	S53° 52' 16.09"W
C34	23.23'	510.00'	2°36'35"	23.23'	S35° 52' 13.23"W
C55	26.11'	750.00'	1°59'41"	26.11'	S32° 01' 03.22"W
C56	42.67'	300.00'	8°09'00"	42.64'	S26° 56' 49.91"W

BLOCK A		
LOT #	AREA (SF)	AREA (AC)
1	1206292.38 SF	27.69 AC
2	36053.20 SF	0.83 AC
3	9992.01 SF	0.23 AC
4	9937.78 SF	0.23 AC
5	9570.61 SF	0.22 AC
6	11189.69 SF	0.26 AC
7	50878.48 SF	1.17 AC
8	82300.08 SF	1.89 AC
9	9045.17 SF	0.21 AC
10	8960.00 SF	0.21 AC
11	10400.63 SF	0.24 AC
12	9100.00 SF	0.21 AC
13	9100.00 SF	0.21 AC
14	9583.65 SF	0.22 AC
15	9946.52 SF	0.23 AC
16	10339.54 SF	0.24 AC
17	10210.37 SF	0.23 AC
18	11399.65 SF	0.26 AC
19	15297.72 SF	0.35 AC
20	18085.58 SF	0.42 AC
21	20875.62 SF	0.48 AC
22	15261.02 SF	0.35 AC
23	13493.54 SF	0.31 AC
24	14912.05 SF	0.34 AC
25	12464.57 SF	0.29 AC

OF	SHEET 05	DRAWN BY: PSD		RANCHO SIENNA SECTION 19 VIA DE SIENNA BLVD.	PRELIMINARY PLAT TABLES	 Stantec 221 West Sixth Street, Suite 600 Austin, Texas 78701 Tel (512) 328-0011 Fax (512) 328-0325 TBPE # F-6324, TBPLS # F-10194220 Copyright © 2017	 <i>John A. Pickens</i> 2/1/17	DATE: NO: REVISION: APPROVAL:
		DESIGNED BY: JAP						
		QA / QC: JAI		NASH RANCHO HILLS, LLC				
5		PROJECT NO.: 222010744						

Commissioners Court - Regular Session**29.****Meeting Date:** 05/16/2017

Proclamation

Submitted For: Larry Madsen**Submitted By:** Julia Cooper, Commissioner Pct. #4**Department:** Commissioner Pct. #4**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on a resolution honoring City of Taylor Mayor Jesse Ancira, Jr.

Background

Fiscal Impact

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

AttachmentsResolution

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Julia Cooper

Final Approval Date: 05/09/2017

Reviewed By

Wendy Coco

Date

05/09/2017 08:45 AM

Started On: 05/08/2017 01:53 PM

State of Texas
County of Williamson
Know all men by these presents.

That on the 16th day of May, 2017 the Commissioners Court of Williamson County, Texas met in the duly called session at the Williamson County Courthouse, 710 Main Street, Georgetown, Texas, with the following members present:

Dan A. Gattis, County Judge
Terry Cook, Commissioner Precinct One
Cynthia Long, Commissioner Precinct Two
Valery Covey, Commissioner Precinct Three
Larry Madsen, Commissioner Precinct Four

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

PROCLAMATION

WHEREAS, Jesse Ancira, Jr. is a lifetime resident of Taylor, Texas and graduated from Taylor High school. He received his Bachelor of Business Administration in Accounting from Southwest Texas State University in 1987 and his Juris Doctor from the University of Texas School of Law in 1995; and

WHEREAS, after college, Mr. Ancira was recruited to fight white-collar crime as a special agent with the Federal Bureau of Investigation; and

WHEREAS, after leaving the FBI to better take care of his family, Mr. Ancira went to work for the State of Texas and served as Associate Deputy Comptroller, Assistant State Auditor and was hired in 2009 as general counsel, senior tax advisor and Economic Development Adviser to the Texas Speaker of the House of Representatives Joe Straus; and

WHEREAS, in 2012 Mr. Ancira was promoted to the Speaker's Chief of Staff, running day-to-day operations of Straus' office. He advised Straus and members of the House on a range of policy, legal and ethical issues. He also served as the Speaker's liaison with the office of the Governor, the Office of the Lieutenant Governor, Texas Legislative Council, Texas State Auditor's Office and Texas Sunset Commission; and

WHEREAS, Mr. Ancira retired in March of 2016 from his position as Chief of Staff and currently operates a legislative advocacy and tax consulting business; and

WHEREAS, Mr. Ancira has spent countless hours and energy serving his community in various organizations: He served on the boards of the Temple College at Taylor Foundation, the Lone Star Circle of Care and the Taylor YMCA. He was also on the Taylor Independent School District board of trustees for six years, half of which were spent as President. He also served as President of the Literacy Council of Williamson County; and

WHEREAS, Mr. Ancira was inducted into the Taylor Duck Hall of Fame in 2012 and is a recipient of the Taylor Rotary Club's 2012 Citizen of the Year; and

WHEREAS, Mr. Ancira was elected to the City of Taylor City Council in 2011 as the At Large Representative and reelected in 2014. He served as Mayor of Taylor for 4 of his 6 years he was on the Council; and

NOW THEREFORE BE IT RESOLVED; that the Williamson County Commissioners Court would like to honor and extend its appreciation to Jesse Ancira, Jr., for over 20 years of public service and leadership to his community and for making Taylor's economic growth a priority.

RESOLVED THIS 16TH DAY OF MAY, 2017.

Dan A. Gattis
County Judge

Larry Madsen
Commissioner Precinct Four

Commissioners Court - Regular Session**30.****Meeting Date:** 05/16/2017

Proclamation

Submitted By: Wendy Coco, County Judge**Department:** County Judge**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss and consider approving the week of May 15 - 21, 2017 as National Salvation Army Week.

Background

Fiscal Impact

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

AttachmentsProclamation

Form Review**Inbox**

County Judge Exec Asst. (Originator)

Form Started By: Wendy Coco

Final Approval Date: 05/10/2017

Reviewed By

Wendy Coco

Date

05/10/2017 04:51 PM

Started On: 05/10/2017 04:45 PM

National Salvation Army Week, May 15-21, 2017

Whereas, for 128 years The Salvation Army has been "Doing The Most Good" to serve individuals and families in greatest need in Texas without discrimination; and

Whereas, The Salvation Army has been serving in Williamson County since the 1950's, including the active volunteer-led Emergency Disaster Services team which responds to disasters large and small in Williamson and Travis counties, across the great State of Texas and into neighboring states when needed; and

Whereas, The Salvation Army services in Williamson County range from providing food for the hungry, to relief for disaster victims, financial support and services to help prevent homelessness, opportunities for underprivileged children, and spiritual support to those who seek it; and

Whereas, National Salvation Army week was first declared in 1954 by President Dwight D. Eisenhower who stated in his proclamation, "Among Americans, The Salvation Army has long been a symbol of whole hearted dedication to the cause of human brotherhood...Their work has been a constant reminder to us all that each of us is neighbor and kin to all Americans... Giving freely of themselves, the men of and women of the Salvation Army have won the respect of all"; and

Whereas, We are pleased to recognize The Salvation Army Williamson County Service Center, the many volunteers and the donors who have enabled the organization to serve our community for so long;

Now, Therefore, I,

Dan A. Gattis, Williamson County Judge

Do proclaim May 15-21, 2017 as National Salvation Army Week.

Commissioners Court - Regular Session**31.****Meeting Date:** 05/16/2017

Drug Court Month

Submitted For: Cynthia Long**Submitted By:** Kathy Pierce, Commissioner Pct. #2**Department:** Commissioner Pct. #2**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on proclamation recognizing May 2017 as "Drug Court Month".

Background

Judge Laura Barker precedes over both the DWI//Drug Court and the Williamson County Veterans Treatment Court. Both specialty court dockets are funded by grants through the Governor's Office. A similar proclamation was signed by Governor Greg Abbot on April 12, 2017.

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsProclamation

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Kathy Pierce

Final Approval Date: 05/10/2017

Reviewed By

Wendy Coco

Date

05/10/2017 09:01 AM

Started On: 05/09/2017 04:17 PM



STATE OF TEXAS
OFFICE OF THE GOVERNOR

For many Texans, drug and alcohol abuse are barriers to successful and productive lives. Drug courts help provide a way out of this cycle by providing non-violent offenders stern intervention, intensive supervision, focused treatment and rehabilitation. Through these court programs, individuals who would otherwise find themselves in jail or unable to access resources are able to address underlying issues which can lead to a cycle of addiction and crime.

The Lone Star State has become a leader in the creation of adult drug court treatment programs and is one of the states with the largest number of drug courts in the country. These courts provide an alternative to incarceration. Our goal is to avoid imprisoning Texans unnecessarily for crimes caused by or related to drug dependence and to help guide them toward a more productive and promising pathway.

Drug courts also have a positive impact on our society as a whole. According to a study by the National Association of Drug Court Professionals, drug courts can reduce recidivism by as much as 26 percent and provide an average of \$2.21 in direct savings for every dollar invested. The savings are a result of fewer costs to the criminal justice system, as well as a reduced need for foster care, health care and other services. Just as the costs of criminal behavior create a ripple effect, so does the rehabilitation and recovery of an individual.

Each May, drug court advocates and public health and safety professionals celebrate the promise of recovery and restored hope to drug court graduates and their families.

At this time, I encourage all Texans to learn more about drug courts and how they can improve our communities. By committing to intelligent strategies to fight substance abuse, we can all work toward a more peaceful and prosperous Texas.

Therefore, I, Greg Abbott, Governor of Texas, do hereby proclaim May 2017 to be

Drug Court Month



in Texas, and urge the appropriate recognition whereof.

In official recognition whereof,
I hereby affix my signature this the
12th day of April, 2017.

A handwritten signature of Greg Abbott in black ink, written over a horizontal line.
Governor of Texas

Commissioners Court - Regular Session**32.****Meeting Date:** 05/16/2017

Williamson County Expo Center

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

Information**Agenda Item**

Receive and acknowledge midyear Operations Summary Report for the Williamson County Expo Center from General Manager Clint Chitsey .

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Randy Bell

Final Approval Date: 05/10/2017

Reviewed By

Wendy Coco

Date

05/10/2017 12:13 PM

Started On: 05/10/2017 10:45 AM

Commissioners Court - Regular Session**33.****Meeting Date:** 05/16/2017

Discuss consider and take appropriate action on Texas A&M AgriLife Extension Quarterly Interpretation of Programs to elected officials

Submitted By: Angela Dismukes, Ag Extension**Department:** Ag Extension**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss consider and take appropriate action on Texas A&M AgriLife Extension Quarterly Interpretation of Programs to elected officials.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Angela Dismukes

Final Approval Date: 05/09/2017

Reviewed By

Wendy Coco

Date

05/09/2017 08:45 AM

Started On: 05/05/2017 09:08 AM

Commissioners Court - Regular Session**34.****Meeting Date:** 05/16/2017

Retention Request Court Administrator

Submitted By: Tara Raymore, Human Resources**Department:** County Court At Law #2**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

10:00 Conduct public hearing relating to a request from the CCL #2 Office to increase the budgeted salary amount for the position of Court Administrator I, Position #0701, in the CCL #2 Office and discuss (1) the reason for the payment in excess of the budgeted amount is being offer to the employee, including the public purpose that will be served by making the excess payment; and (2) the exact amount of the excess payment, the sources of the payment, and the terms for distribution of the payment that effect and maintain the public purpose to be served by making the excess payment.

Background

The retention policy allows a Department Head or Elected Official to increase the salary of a position up to 10% for retention if approved by Commissioner's Court following a public hearing.

Fiscal Impact

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

Attachments[Retention Request CCL2](#)

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Tara Raymore

Final Approval Date: 05/11/2017

Reviewed By

Wendy Coco

Date

05/11/2017 08:35 AM

Started On: 05/10/2017 02:38 PM



Retention Request

An increase in pay that is awarded to an employee as an incentive to retain them in their current position when the employee has received a bona-fide job offer from another department or employer or there is a high risk that the employee will be recruited or seek employment for a similar position with another employer/department with a higher salary.

Position Number		Commissioners Court Date	
Position Title			
Department Head/Elected Official		Department/Office	
Budgeted Salary			
Requested Salary			
Total Increase			
Total Percent Increase			
Source of Payment			
Terms of Distribution			

REASON THE PAYMENT IN EXCESS OF THE BUDGETED AMOUNT IS BEING OFFERED TO THE EMPLOYEE, INCLUDING THE PUBLIC PURPOSE THAT WILL BE SERVED BY MAKING THE EXCESS PAYMENT

--

Commissioners Court - Regular Session**35.****Meeting Date:** 05/16/2017

Retention Request Court Administrator

Submitted By: Tara Raymore, Human Resources**Department:** County Court At Law #2**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on a request by the CCL #2 Office to increase the budgeted salary amount for the position of Court Administrator I, position #0701, in the CCL #2 Office from the budgeted annual salary amount of \$51,874.94 to the increased salary amount of \$55,683.15, the top of the pay grade and approximately \$1,379.28 as a lump sum.

Background

The retention policy allows a Department Head or Elected Official to increase the salary of a position up to 10% for retention if approved by Commissioner's Court following a public hearing.

Fiscal Impact

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

Attachments[Retention Request CCL2](#)

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Tara Raymore

Final Approval Date: 05/11/2017

Reviewed By

Wendy Coco

Date

05/11/2017 08:35 AM

Started On: 05/10/2017 02:45 PM



Retention Request

An increase in pay that is awarded to an employee as an incentive to retain them in their current position when the employee has received a bona-fide job offer from another department or employer or there is a high risk that the employee will be recruited or seek employment for a similar position with another employer/department with a higher salary.

Position Number		Commissioners Court Date	
Position Title			
Department Head/Elected Official		Department/Office	
Budgeted Salary			
Requested Salary			
Total Increase			
Total Percent Increase			
Source of Payment			
Terms of Distribution			

REASON THE PAYMENT IN EXCESS OF THE BUDGETED AMOUNT IS BEING OFFERED TO THE EMPLOYEE, INCLUDING THE PUBLIC PURPOSE THAT WILL BE SERVED BY MAKING THE EXCESS PAYMENT

--

Commissioners Court - Regular Session**36.****Meeting Date:** 05/16/2017

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

Submitted For: Robert Daigh**Submitted By:** Lydia Linden, Unified Road System**Department:** Unified Road System**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

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

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments*No file(s) attached.*

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Lydia Linden

Final Approval Date: 04/18/2017

Reviewed By

Wendy Coco

Date

04/18/2017 11:05 AM

Started On: 04/18/2017 11:02 AM

Commissioners Court - Regular Session**37.****Meeting Date:** 05/16/2017

Road Bond and Pass Through Financing Construction Summary Report

Submitted By: Dawn Haggard, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Receive and acknowledge the May 2017 Construction Summary Report for the Road Bond and Pass Through Financing Programs.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsMay 2017 CSR

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Dawn Haggard

Final Approval Date: 05/11/2017

Reviewed By

Wendy Coco

Date

05/11/2017 08:33 AM

Started On: 05/10/2017 04:24 PM



ROAD BOND & PASS THROUGH FINANCING

Construction Summary Report

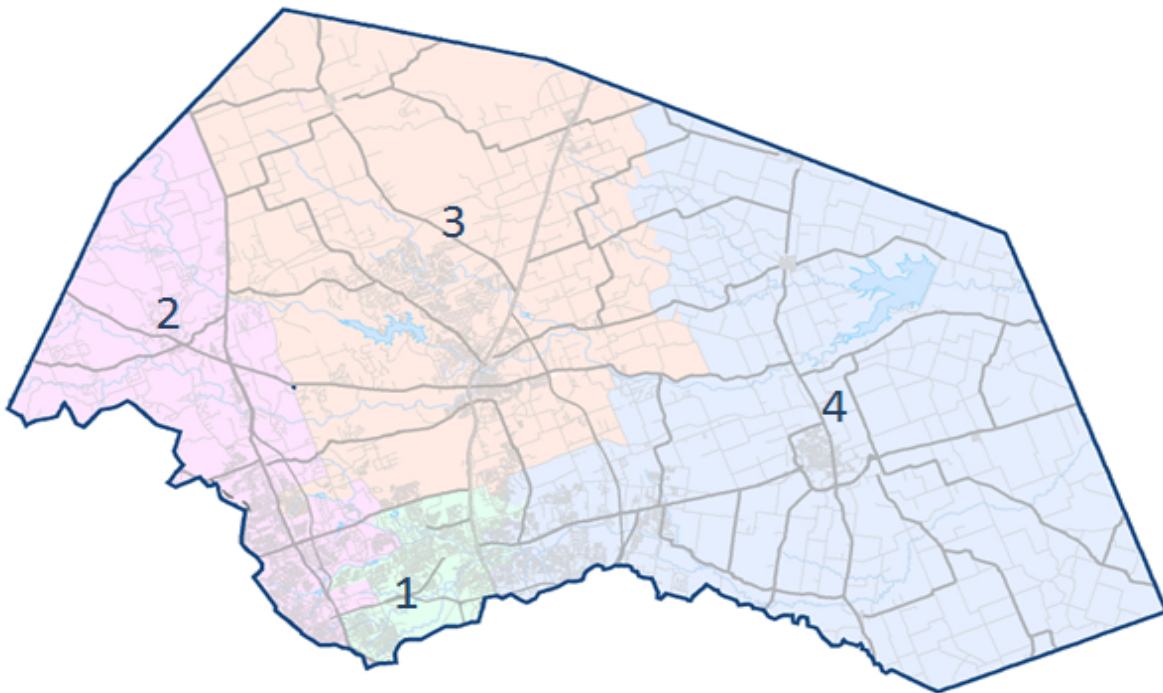
County Judge
Dan Gattis

Commissioners
Terry Cook
Cynthia Long
Valerie Covey
Larry Madsen

May 2017

WWW.ROADBOND.ORG

Volume XVI - Issue No.05



Presented By:



PRIME
STRATEGIES,
INC.

HNTB

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WILLIAMSON COUNTY

ROAD BOND PROGRAM

COMPLETED PROJECTS

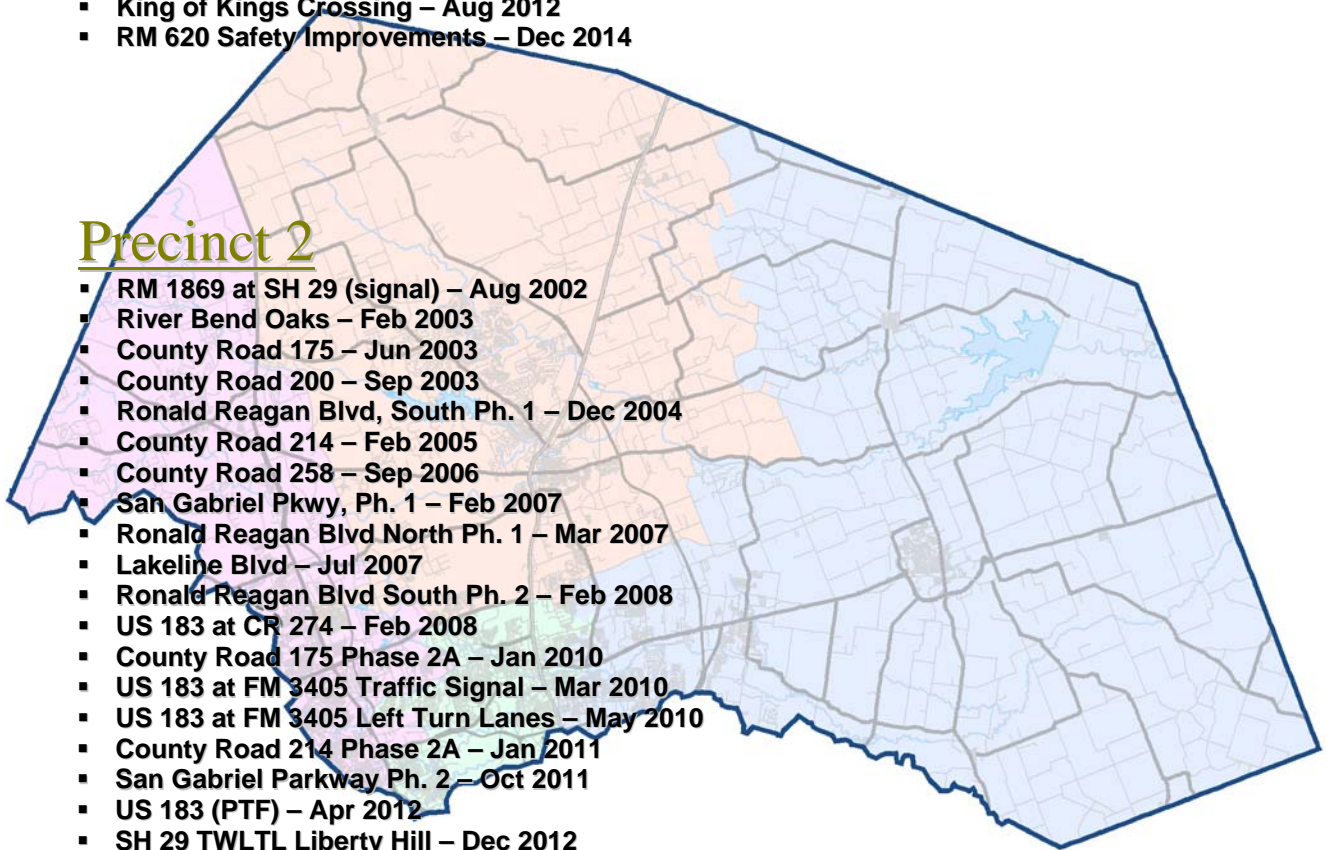
CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF APRIL 2017

Precinct 1

- Pond Springs Road (signal) – Apr 2002
- McNeil Road, Phase 1 – Jan 2005
- McNeil Road, Phase 2 – Feb 2007
- RM 620, Phase 1 – Jan 2009
- Pond Springs Road – Sep 2010
- County Road 174 at Brushy Creek – Jun 2011
- O'Connor Drive Extension – Apr 2012
- King of Kings Crossing – Aug 2012
- RM 620 Safety Improvements – Dec 2014

Precinct 2

- RM 1869 at SH 29 (signal) – Aug 2002
- River Bend Oaks – Feb 2003
- County Road 175 – Jun 2003
- County Road 200 – Sep 2003
- Ronald Reagan Blvd, South Ph. 1 – Dec 2004
- County Road 214 – Feb 2005
- County Road 258 – Sep 2006
- San Gabriel Pkwy, Ph. 1 – Feb 2007
- Ronald Reagan Blvd North Ph. 1 – Mar 2007
- Lakeline Blvd – Jul 2007
- Ronald Reagan Blvd South Ph. 2 – Feb 2008
- US 183 at CR 274 – Feb 2008
- County Road 175 Phase 2A – Jan 2010
- US 183 at FM 3405 Traffic Signal – Mar 2010
- US 183 at FM 3405 Left Turn Lanes – May 2010
- County Road 214 Phase 2A – Jan 2011
- San Gabriel Parkway Ph. 2 – Oct 2011
- US 183 (PTF) – Apr 2012
- SH 29 TWLTL Liberty Hill – Dec 2012
- Hero Way – Feb 2013
- County Roads 260/266 – Apr 2013
- County Road 277 – Jul 2014
- Lakeline Blvd at US 183 – Nov 2014
- Lakeline Blvd Ph. 2 – Apr 2015



WILLIAMSON COUNTY

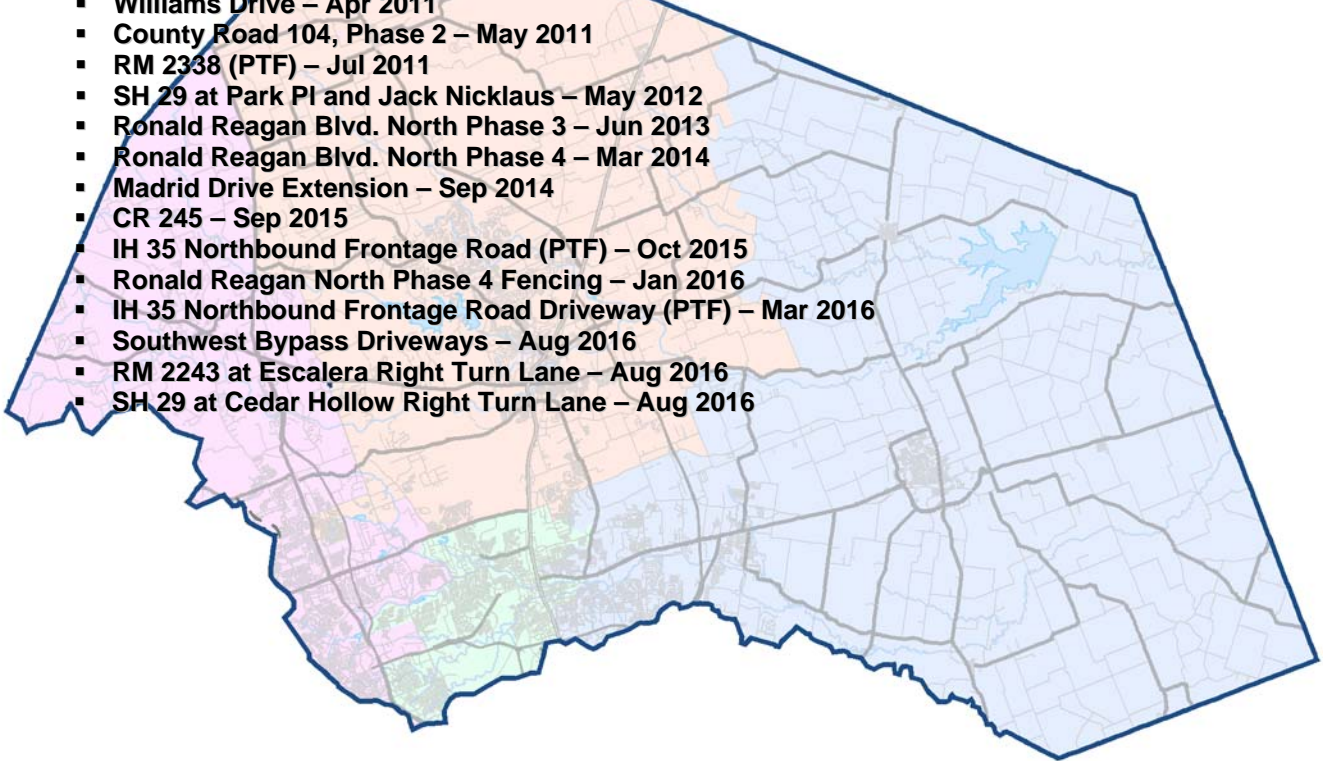
ROAD BOND PROGRAM

COMPLETED PROJECTS

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF APRIL 2017

Precinct 3

- Cedar Hollow at SH 29 (signal) – Aug 2002
- Georgetown Inner Loop Project 2 – Aug 2003
- Georgetown Inner Loop Project 1 – Jun 2004
- Georgetown Inner Loop East Extension – Sep 2004
- County Road 152 Bridge Replacement – Sep 2004
- Inner Loop East (CR 151 to Bus 35) – Oct 2005
- Ronald Reagan Blvd North, Ph. 2 – May 2008
- 12" Water Main Relocation for SH 29 Widening – Jun 2008
- SH 29 / CR 104, Ph. 1 – Jul 2008
- IH 35 at SH 29 Turnarounds (PTF) – Aug 2008
- SE Inner Loop at FM 1460 – Nov 2009
- County Road 111 (Westinghouse Road) – Jun 2010
- Williams Drive – Apr 2011
- County Road 104, Phase 2 – May 2011
- RM 2338 (PTF) – Jul 2011
- SH 29 at Park Pl and Jack Nicklaus – May 2012
- Ronald Reagan Blvd. North Phase 3 – Jun 2013
- Ronald Reagan Blvd. North Phase 4 – Mar 2014
- Madrid Drive Extension – Sep 2014
- CR 245 – Sep 2015
- IH 35 Northbound Frontage Road (PTF) – Oct 2015
- Ronald Reagan North Phase 4 Fencing – Jan 2016
- IH 35 Northbound Frontage Road Driveway (PTF) – Mar 2016
- Southwest Bypass Driveways – Aug 2016
- RM 2243 at Escalera Right Turn Lane – Aug 2016
- SH 29 at Cedar Hollow Right Turn Lane – Aug 2016



WILLIAMSON COUNTY

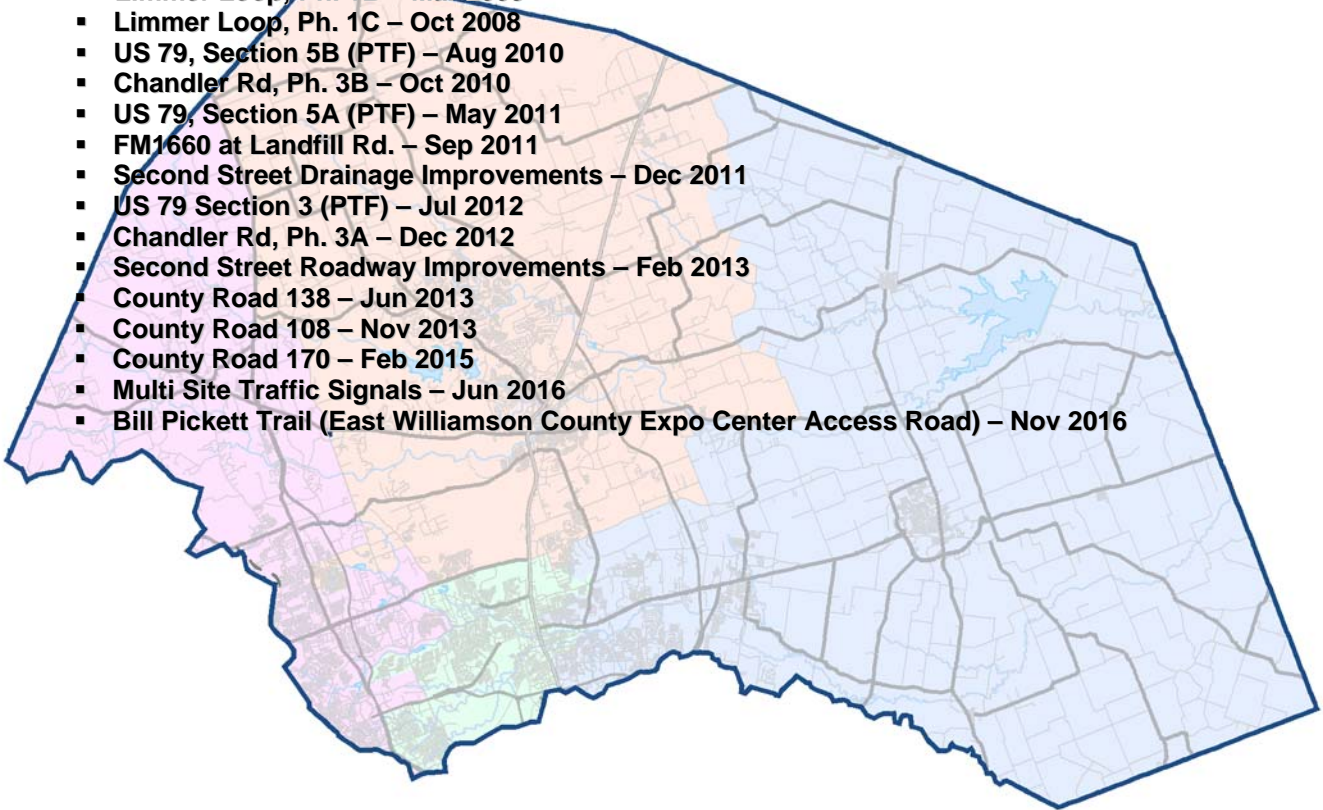
ROAD BOND PROGRAM

COMPLETED PROJECTS

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF APRIL 2017

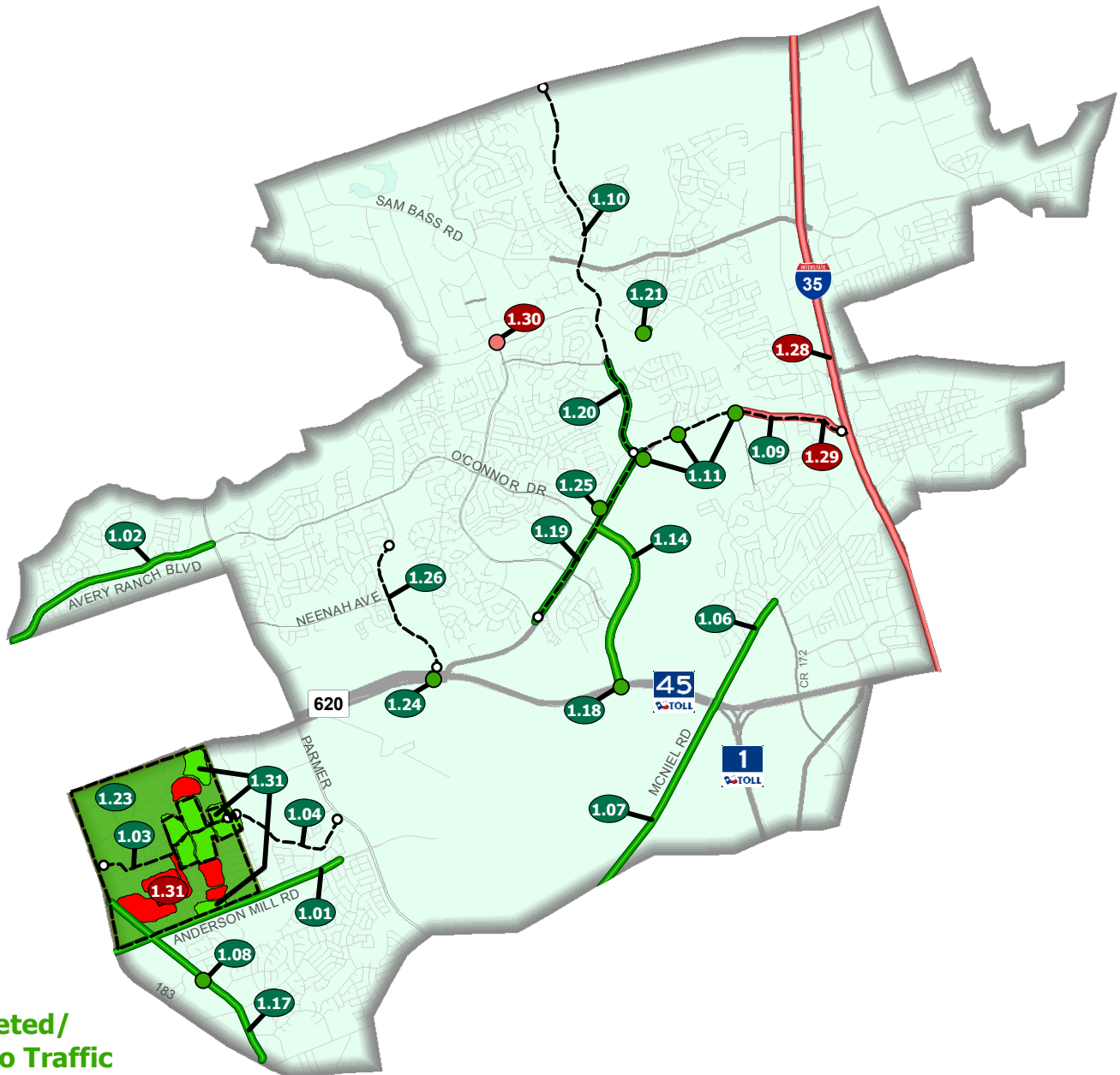
Precinct 4

- Bridge Replacements (CR 390, 406 & 427) – Nov 2002
- County Road 368 and 369 – Nov 2002
- County Road 412 – Aug 2003
- County Road 300 and 301 – Dec 2003
- County Road 424 Bridge Replacement – Jan 2004
- Chandler Rd. Extension, Ph. 1 – Mar 2005
- County Road 112, Ph. 1 – Aug 2005
- County Road 137 – Oct 2005
- Limmer Loop, Ph. 1A – Jul 2006
- Chandler Rd, Ph. 2 – Dec 2007
- Limmer Loop, Ph. 1B – Mar 2008
- Limmer Loop, Ph. 1C – Oct 2008
- US 79, Section 5B (PTF) – Aug 2010
- Chandler Rd, Ph. 3B – Oct 2010
- US 79, Section 5A (PTF) – May 2011
- FM1660 at Landfill Rd. – Sep 2011
- Second Street Drainage Improvements – Dec 2011
- US 79 Section 3 (PTF) – Jul 2012
- Chandler Rd, Ph. 3A – Dec 2012
- Second Street Roadway Improvements – Feb 2013
- County Road 138 – Jun 2013
- County Road 108 – Nov 2013
- County Road 170 – Feb 2015
- Multi Site Traffic Signals – Jun 2016
- Bill Pickett Trail (East Williamson County Expo Center Access Road) – Nov 2016



2006 ROAD BOND PROGRAM PROJECTS

PRECINCT 1 - COMMISSIONER COOK



Completed/ Open to Traffic

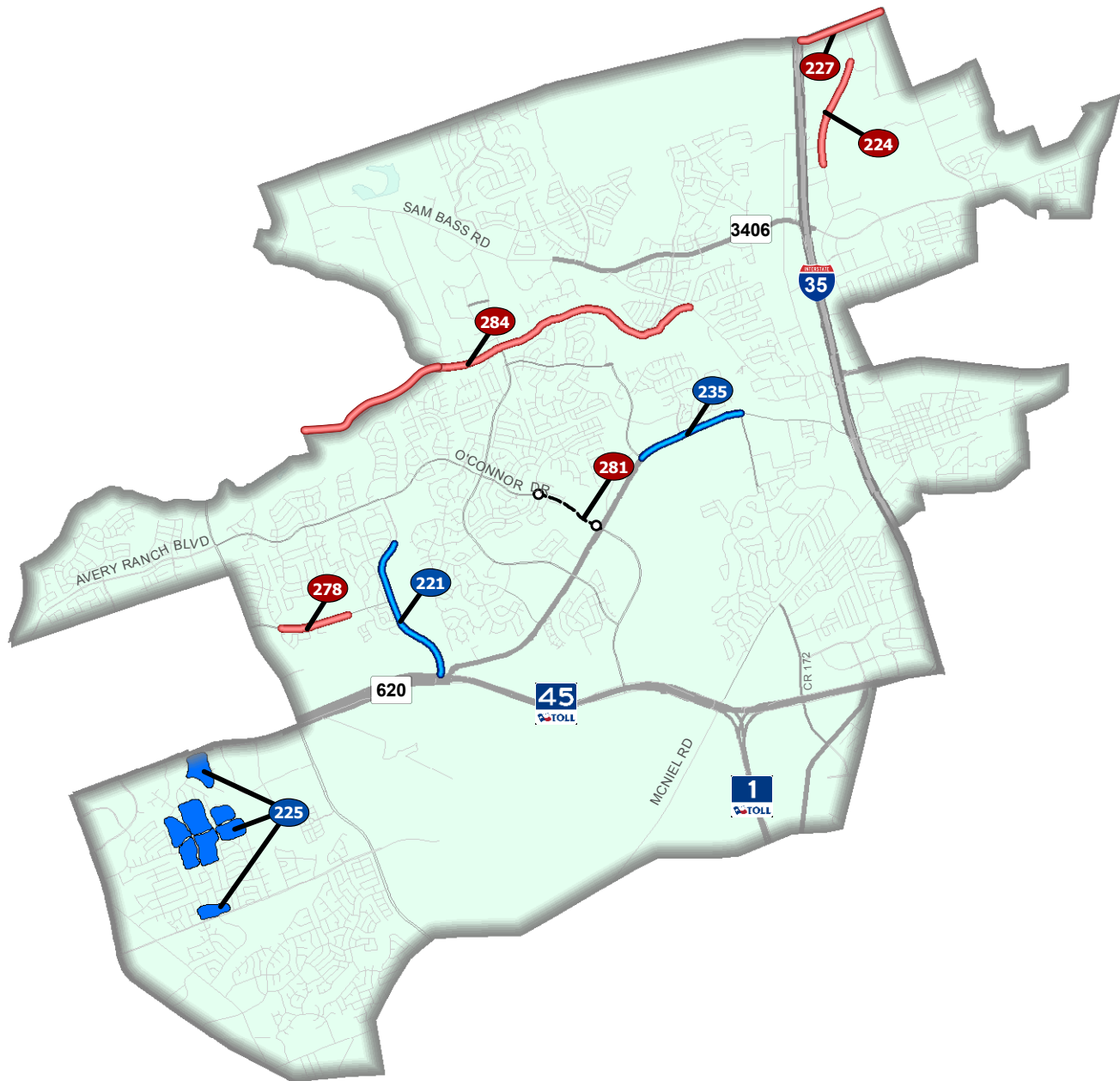
- 1.01 Anderson Mill Rd.
- 1.02 Avery Ranch Blvd. (183 to Parmer Lane)
- 1.03 Lake Creek Drainage – Phase 1 ○—○
- 1.04 Lake Creek Drainage – Phase 2 ○—○
- 1.06 McNeil Road - Phase 1
- 1.07 McNeil Road - Phase 2
- 1.08 Pond Springs at Turtle Rock Signal
- 1.09 RM 620 Feasibility Study ○—○
- 1.10 Wyoming Springs North Study ○—○
- 1.11 RM 620 Interim Improvements – Phase 1
- 1.14 O'Connor Extension
- 1.17 Pond Springs Road
- 1.18 O'Connor Overpass at SH 45
- 1.19 RM 620 (Cornerwood Dr. to Wyoming Springs)
- 1.20 Wyoming Springs (620 to Brightwater Blvd.)
- 1.21 CR 174 (Hairy Man Rd.) Bridge Rail Rehab
- 1.23 Forest North Drainage Study []
- 1.25 King of Kings Crossing
- 1.26 Pearson Ranch Road (Design) ○—○
- 1.24 Pearson Ranch Underpass at SH 45/ RM 620
- 1.31 Forest North Drainage Improvements - Phase 1 (design) []

In Design

- 1.28 IH 35 Operational Analysis
- 1.29 RM 620 (IH 35 to Deep Wood Dr.)
- 1.30 Great Oaks at Brushy Creek
- 1.31 Forest North Drainage Improvements - Phase 2

2013 ROAD BOND PROGRAM PROJECTS

PRECINCT 1 - COMMISSIONER COOK

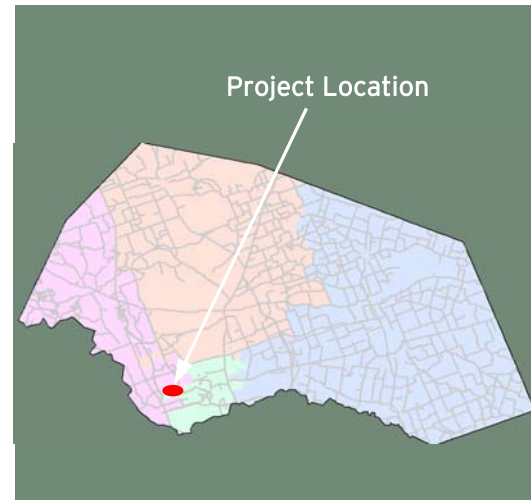


Under Construction/Bidding

- 221 Pearson Ranch Road
- 225 Forest North Drainage Improvements - Phase 1
- 235 RM 620 Phase 2 (Wyoming Springs to Deep Wood Drive)

In Design

- 224 North Mays Street Extension (La Paloma to Oakmont Dr.)
- 227 University Blvd Widening (IH 35 to Sunrise Rd.)
- 278 Neenah Avenue Widening (Olive Hill Drive to end)
- 281 O'Connor Drive North of RM 620 (Traffic Study) ○—○
- 284 Hairy Man Rd/Brushy Creek Rd Safety Improvements (Arrowhead Trail to Sam Bass Road)



Forest North Drainage Ph 1

(Residential Drainage of the Forest North Subdivision)

Project Length: Residential Neighborhood

Roadway Classification: Drainage Improvements

Project Schedule: August 2016 - April 2018

Estimated Construction Cost: \$3.6 Million



APRIL 2017 IN REVIEW

4/7/2017: DeNucci continued installing concrete pipe culverts, grading channels and ditches, and lowering water services in the Braeburn Zone. Concrete crews formed and poured aprons around various area inlets. Demolition of existing driveways and the forming and pouring of new concrete driveways continued on Braeburn Glen and Moorberry Streets. Subcontractor Fuquay installed tree protection in the Stillforest Zone.

4/14/2017: Concrete pipe culverts installation was completed as well as lowering of water services in the Braeburn Zone. An existing City of Austin (COA) 8" water line was also relocated in order to complete the installation of a storm sewer in ditch BB 108 in the Braeburn Glen zone.

4/21/2017: Water line relocation work began in the Stillforest Zone. Fine grading and placing topsoil began throughout the Braeburn Glen Zone.

4/28/2017: Water line relocation work was completed and started installation of the 36" storm pipe installation in the Fisher/Tyrone easement in the Stillforest zone. Fine grading and placing topsoil was completed throughout the Braeburn Glen Zone.



Design Engineer: K Friese and Cobb Fendley
Contractor: DeNucci Constructors
Construction Observation: Ryan Rivera, HNTB

Williamson County
Road Bond Program

Forest North Drainage Ph 1
Project No. 1604-068

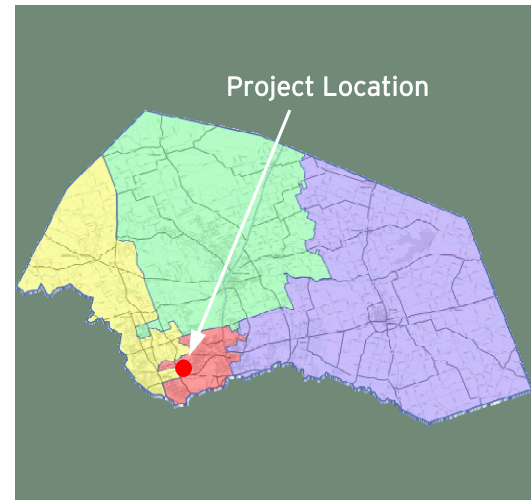
Original Contract Price = \$3,556,659.50

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
6/9/2016	7/1/2016	8/1/2016	8/11/2016			600	0	600	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>Used</u>
1	8/11/2016	8/31/2016	21	\$152,734.50	\$152,734.50	\$16,970.50	\$16,970.50	5	4
2	9/1/2016	9/30/2016	30	\$208,685.70	\$361,420.20	\$23,187.30	\$40,157.80	11	9
3	10/1/2016	10/31/2016	31	\$266,921.68	\$628,341.88	\$29,657.96	\$69,815.76	19	14
4	11/1/2016	12/2/2016	32	\$182,471.22	\$810,813.10	\$20,274.58	\$90,090.34	25	19
5	12/3/2016	12/31/2016	29	\$177,314.97	\$988,128.07	\$19,701.67	\$109,792.01	31	24
6	1/1/2017	1/31/2017	31	\$231,302.70	\$1,219,430.77	\$25,700.30	\$135,492.31	38	29
7	2/1/2017	2/28/2017	28	\$304,664.67	\$1,524,095.44	\$33,851.63	\$169,343.94	47	34
8	3/1/2017	3/31/2017	31	\$191,005.20	\$1,715,100.64	\$21,222.80	\$190,566.74	53	39
9	4/1/2017	4/30/2017	30	\$197,390.12	\$1,912,490.76	\$21,932.23	\$212,498.97	59	44

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	3/21/2017	31,806.00	31,806.00

1A: Design Error or Omission. Incorrect PS&E . This Change Order revises work along Broadmeade Ave., between Sherbrooke St. and Meadowheath Dr in the Sherbrooke zone. The original plans called for a ditch in this location but, due to the depth of the original planned ditch, which created slopes steeper than 3:1, the ditch was replaced with an underground storm sewer system with inlets. 2E: Miscellaneous difference in site conditions. Add new pay items to reimburse the contractor for removal of trees larger than what was called out in the original contract.

Adjusted Price = \$3,588,465.50



Pearson Ranch Road

(Iveans Way to SH 45 ROW)

Project Length: 1.3 Miles

Roadway Classification: Minor Arterial

Project Schedule: November 2016 - October 2017

Estimated Construction Cost: \$4.5 Million



APRIL 2017 IN REVIEW

4/7/2017: Jimmy Evans continued with sidewalk prep from the Round Rock Bus Garage (RRBG) to the north end of the project. Manhole adjustments continued between the RRBG and the north end of the project. Excavation continued for the water quality detention pond on the TxDOT ROW.

4/14/2017: Flexbase processing began at the south end of the project. Excavation continued for the water quality detention pond on the TxDOT ROW. Subcontractor Greater Austin Development continued to prep and pour the sidewalk from the Round Rock Bus Garage to the north end of the project.

4/21/2017: Excavation continued for the water quality detention pond on the TxDOT ROW. Subcontractor Greater Austin Development finished concrete placement for the sidewalk from the RRBG to the north end of the project.

4/28/2017: Flexbase was placed and processed for the northbound lanes at the south end of the project. The water quality detention pond excavation was completed and subcontractor Greater Austin began setting forms. Greater Austin placed concrete for curb at the Neenah intersection and along the southbound lanes from the RRBG south. The outside lanes of Neenah at Pearson Ranch were closed to facilitate the construction of the intersection.



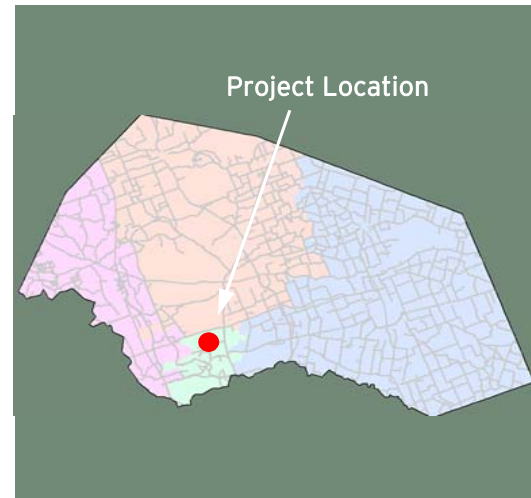
Design Engineer: Cunningham-Allen
Contractor: Jimmy Evans
Construction Observation:
Seth Turvey, HNTB

Williamson County
Road Bond Program

Pearson Ranch Road (Iveans Way to RM 620)
Project No. 1607-102

Original Contract Price = \$4,516,178.77

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
9/20/2016	10/11/2016	11/18/2016	11/28/2016			330	0	330	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>Used</u>
1	11/28/2016	11/30/2016	3	\$195,710.04	\$195,710.04	\$21,745.56	\$21,745.56	5	1
2	12/1/2016	12/31/2016	31	\$243,555.13	\$439,265.17	\$27,061.68	\$48,807.24	11	10
3	1/1/2017	1/31/2017	31	\$202,139.71	\$641,404.88	\$22,459.97	\$71,267.21	16	20
4	2/1/2017	2/28/2017	28	\$508,271.85	\$1,149,676.73	\$56,474.65	\$127,741.86	28	28
5	3/1/2017	3/31/2017	31	\$369,038.84	\$1,518,715.57	\$41,004.32	\$168,746.18	37	38
6	4/1/2017	4/30/2017	30	\$330,336.72	\$1,849,052.29	\$36,704.08	\$205,450.26	45	47
Adjusted Price =									\$4,516,178.77



RM 620 Phase 2

(Wyoming Springs to Deep Wood Drive)

Project Length: .9 Miles

Roadway Classification: Urban Principal Arterial

Project Schedule: January 2017-March 2018

Estimated Construction Cost: \$6.1 Million



APRIL 2017 IN REVIEW

4/7/2017: Cox Commercial Construction installed box culvert across RM 620. Crews excavated the tie-in on the north side of the roadway to confirm elevation and location of the existing box culvert and to identify location of City of Round Rock waterline and Atmos gas line. The utilities were not in conflict with the box culvert.

4/14/2017: The junction box was installed and the box culvert on north side of RM 620 was completed. Crews excavated and installed remaining curb inlet and storm sewer pipe on the west end of the project.

4/21/2017: Curb inlet and storm sewer pipe on the west end of the project were installed. Grading and compaction of subgrade were completed. Flexbase was placed on the eastern third of the project.

4/28/2017: Storm Trooper water treatment devices were installed along the curb line of the south ROW. Dirt crews placed additional lifts of flexbase on completed subgrade on the east end. Subcontractor Austin Traffic Signal installed temporary sign elements at Oakwood Drive.



Design Engineer: Halff Associates
Contractor: Cox Commercial Construction
Construction Observation: Clayton Weber, HNTB

Williamson County
Road Bond Program

RM 620 Safety Improvements (Cornerwood to Wyoming Springs)**Project No. 1608-108**

Original Contract Price = \$6,082,225.70

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantially Complete</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
9/28/2016	11/30/2016	1/3/2017	1/13/2017			425	0	425
	<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>Used</u>
	1	1/13/2017	1/31/2017	19	\$459,169.50	\$459,169.50	8	4
	2	2/1/2017	2/28/2017	28	\$280,194.00	\$739,363.50	12	11
	3	3/1/2017	3/31/2017	31	\$392,444.00	\$1,131,807.50	19	18
						Adjusted Price = \$6,082,225.70		

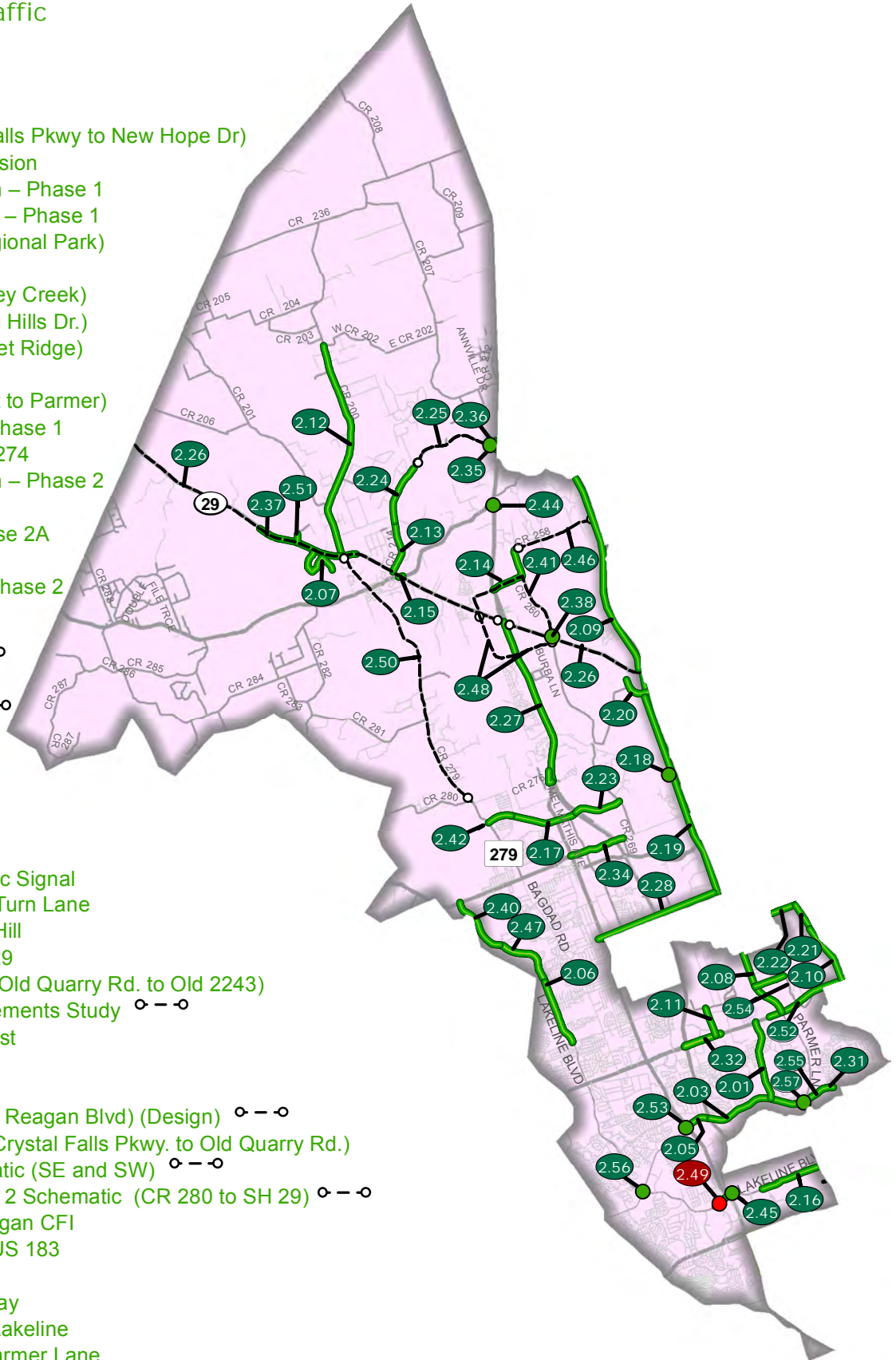
2006 ROAD BOND PROGRAM PROJECTS PRECINCT 2 - COMMISSIONER LONG

Completed/Open to Traffic

- 2.01 Vista Ridge Blvd.
- 2.03 Brushy Creek Road
- 2.05 Cypress Creek Road
- 2.06 Lakeline Blvd. (Crystal Falls Pkwy to New Hope Dr)
- 2.07 River Bend Oaks Subdivision
- 2.08 Ronald W. Reagan South – Phase 1
- 2.09 Ronald W. Reagan North – Phase 1
- 2.10 CR 175 (RM 1431 to Regional Park)
- 2.11 CR 185
- 2.12 CR 200 (CR 201 to Lackey Creek)
- 2.13 CR 214 (SH 29 to Rolling Hills Dr.)
- 2.14 CR 258 (US 183 to Sunset Ridge)
- 2.15 RM 1869 at SH 29
- 2.16 Lakeline Blvd. (Lyndhurst to Parmer)
- 2.17 San Gabriel Parkway – Phase 1
- 2.18 US 183 Widening at CR 274
- 2.19 Ronald W. Reagan South – Phase 2
- 2.20 Kauffman Loop
- 2.21 CR 175 Extension – Phase 2A
- 2.22 CR 179
- 2.23 San Gabriel Parkway – Phase 2
- 2.24 CR 214 – Phase 2A
- 2.25 CR 214 – Phase 2B
- 2.26 SH 29 Improvements
- 2.27 US 183 (PTF)
- 2.28 CR 272
- 2.31 Brushy Creek Road
- 2.32 RM 1431
- 2.34 Hero Way
- 2.35 US 183 at FM 3405 Traffic Signal
- 2.36 US 183 at FM 3405 Left Turn Lane
- 2.37 SH 29 TWLTL in Liberty Hill
- 2.38 CR 260 / CR 266 at SH 29
- 2.40 Lakeline Blvd. Phase 2 (Old Quarry Rd. to Old 2243)
- 2.41 Seward Junction Improvements Study
- 2.42 San Gabriel Parkway West
- 2.44 US 183 at RM 1869
- 2.45 Lakeline Blvd. at US 183
- 2.46 CR 258 (Sunset Ridge to Reagan Blvd) (Design)
- 2.47 Lakeline Blvd. Phase 3 (Crystal Falls Pkwy. to Old Quarry Rd.)
- 2.48 Seward Junction Schematic (SE and SW)
- 2.50 Bagdad Rd. North Phase 2 Schematic (CR 280 to SH 29)
- 2.52 RM 1431 at Parmer/ Reagan CFI
- 2.53 Cypress Creek Road at US 183
- 2.54 CR 272 Overlay
- 2.55 Brushy Creek East Overlay
- 2.56 Cypress Creek Road at Lakeline
- 2.57 Brushy Creek Road at Parmer Lane

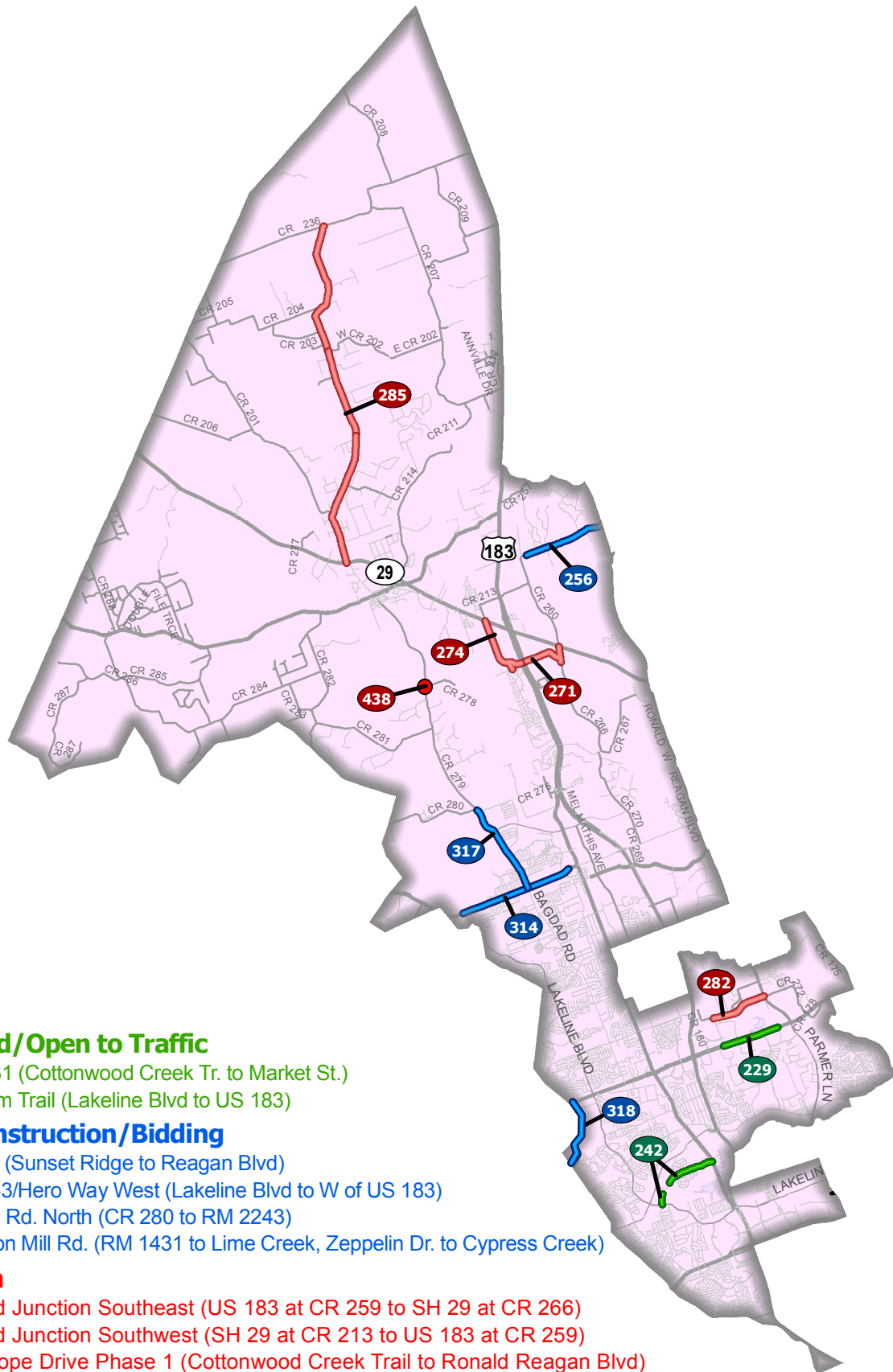
In Design

- #### 2.49 Lakeline Blvd. Right Turn Lanes



2013 ROAD BOND PROGRAM PROJECTS

PRECINCT 2 - COMMISSIONER LONG



Completed/Open to Traffic

229 RM 1431 (Cottonwood Creek Tr. to Market St.)

242 Little Elm Trail (Lakeline Blvd to US 183)

Under Construction/Bidding

256 CR 258 (Sunset Ridge to Reagan Blvd)

314 Old 2243/Hero Way West (Lakeline Blvd to W of US 183)

317 Bagdad Rd. North (CR 280 to RM 2243)

318 Anderson Mill Rd. (RM 1431 to Lime Creek, Zeppelin Dr. to Cypress Creek)

In Design

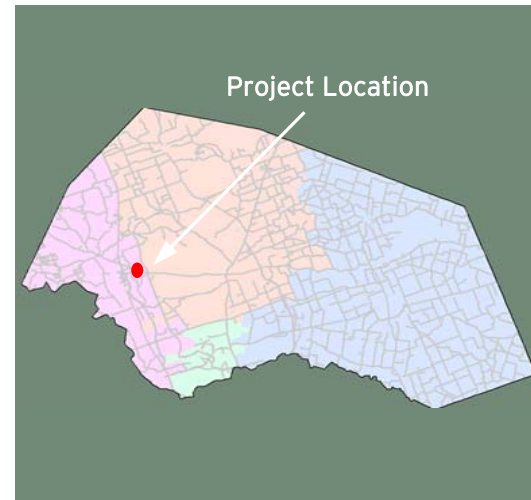
271 Seward Junction Southeast (US 183 at CR 259 to SH 29 at CR 266)

274 Seward Junction Southwest (SH 29 at CR 213 to US 183 at CR 259)

282 New Hope Drive Phase 1 (Cottonwood Creek Trail to Ronald Reagan Blvd)

285 CR 200 - Preliminary Design (SH 29 to CR 236)

438 Bagdad Road at CR 278



CR 258

(Sunset Ridge to Ronald Reagan Blvd.)

Project Length: 1.75 Miles

Roadway Classification: Suburban Collector

Project Schedule: July 2016 - July 2017

Estimated Construction Cost: \$6 Million



APRIL 2017 IN REVIEW

4/7/2017: Chasco is processing flexbase from east of Culvert 2 to the Ronald Reagan tie-in. Excavation and embankment to subgrade continues between Sunny Slope and San Gabriel Oaks. The remaining boxes were excavated and installed on the north half of Culvert 1.

4/14/2017: Flexbase was fine graded from east of Culvert 2 to the Ronald Reagan tie-in. Topsoil placement was completed. Excavation and embankment to subgrade continued between Sunny Slope and Rock House Dr.

4/21/2017: Excavation to subgrade continued between the west end of the project and Culvert 1. The downstream headwall footing was excavated at Culvert 1. Subcontractor Roadway Specialties installed the Flexamat in the ditch from Craigen to just east of Culvert 2 along the south side of the project.

4/28/2017: After subcontractor Wheeler placed 2" of asphalt on the eastbound roadway from San Gabriel Oaks to Ronald Reagan, Chasco switched traffic onto the new roadway. Flexbase was placed from Culvert 1 to San Gabriel Oaks. Concrete for the downstream headwall footing and the riprap apron were placed at Culvert 1. Chasco tied steel and forming for the headwall at Culvert 1 and the remaining 8'x4' boxes for Culvert 2 were installed.



Design Engineer: Civil Engineering Consultants and Cobb Fendley
Contractor: Chasco Constructors
Construction Observation: Steven Shull, HNTB

Williamson County
Road Bond Program

CR 258 (Sunset Ridge to Ronald Reagan North)
Project No. 1603-062

Original Contract Price = \$5,808,856.58

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
4/20/2016	5/10/2016	7/29/2016	8/8/2016			360	0	360	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>Used</u>
1	7/1/2016	7/31/2016	0	\$204,692.63	\$204,692.63	\$22,743.63	\$22,743.63	4	0
2	8/8/2016	8/31/2016	24	\$647,625.15	\$852,317.78	\$71,958.35	\$94,701.98	16	7
3	9/1/2016	9/30/2016	30	\$768,046.95	\$1,620,364.73	\$85,338.55	\$180,040.53	30	15
4	10/1/2016	10/31/2016	31	\$523,476.94	\$2,143,841.67	\$58,164.10	\$238,204.63	40	24
5	11/1/2016	11/30/2016	30	\$98,689.54	\$2,242,531.21	\$10,965.50	\$249,170.13	42	32
6	12/1/2016	12/31/2016	31	\$38,127.37	\$2,280,658.58	\$4,236.38	\$253,406.51	43	41
7	1/1/2017	1/31/2017	31	\$636,301.80	\$2,916,960.38	\$70,700.20	\$324,106.71	54	49
8	2/1/2017	2/28/2017	28	\$395,763.89	\$3,312,724.27	\$43,973.76	\$368,080.47	62	57
9	3/1/2017	3/31/2017	31	\$456,281.18	\$3,769,005.45	\$50,697.91	\$418,778.38	70	66
10	4/1/2017	4/30/2017	30	\$305,919.85	\$4,074,925.30	\$33,991.09	\$452,769.47	76	74

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	10/4/2016	9,660.00	9,660.00

4B: Third Party Accommodation. Third Party Requested Work. This Change Order adds an encasement pipe crossing for a future waterline under CR 258 at Station 160+50. The installation of the additional encasement pipe was requested by the Property owner for future water service. The additional cost of the encasement pipe will be deducted from the Right of Way acquisition agreement with the property owner.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
02	1/31/2017	33,848.00	43,508.00

3B: County Convenience. Public relations improvement. 3F: County Convenience. Additional work desired by the County. This Change Order changes the hot mix pavement section on CR 258 from one 3" lift of Type C HMA PG 70-22 to one 2" lift of Type C HMA PG 64-22 and one 1.5" lift of Type D HMA PG 64-22 and deletes the one course surface treatment on Ronald Reagan.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
03	2/28/2017	38,765.00	82,273.00

2C: Differing Site Conditions (Unforeseeable). New development (conditions changing after PS&E completed). 4B: Third Party Accommodation. Third party requested work. This change order reflects multiple driveway changes including, extending a driveway culvert to accommodate a new driveway location, relocating a proposed driveway, extending a driveway culvert to save a heritage oak tree, adding a driveway to the project and shortening the guardrail at a proposed driveway location.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
04	3/21/2017	14,907.69	97,180.69

6C: Untimely ROW/Utilities Utilities Not Clear: This Change Order compensates the Contractor for additional costs to locate and avoid impacts to the AT&T line and to ensure uninterrupted service to adjacent properties. Utilities AT&T and PEC were scheduled to be clear by August 31, 2016, but were not clear until February 2017. The Contractor worked to avoid impacts to the existing AT&T line during the installation of the new City of Georgetown water line.

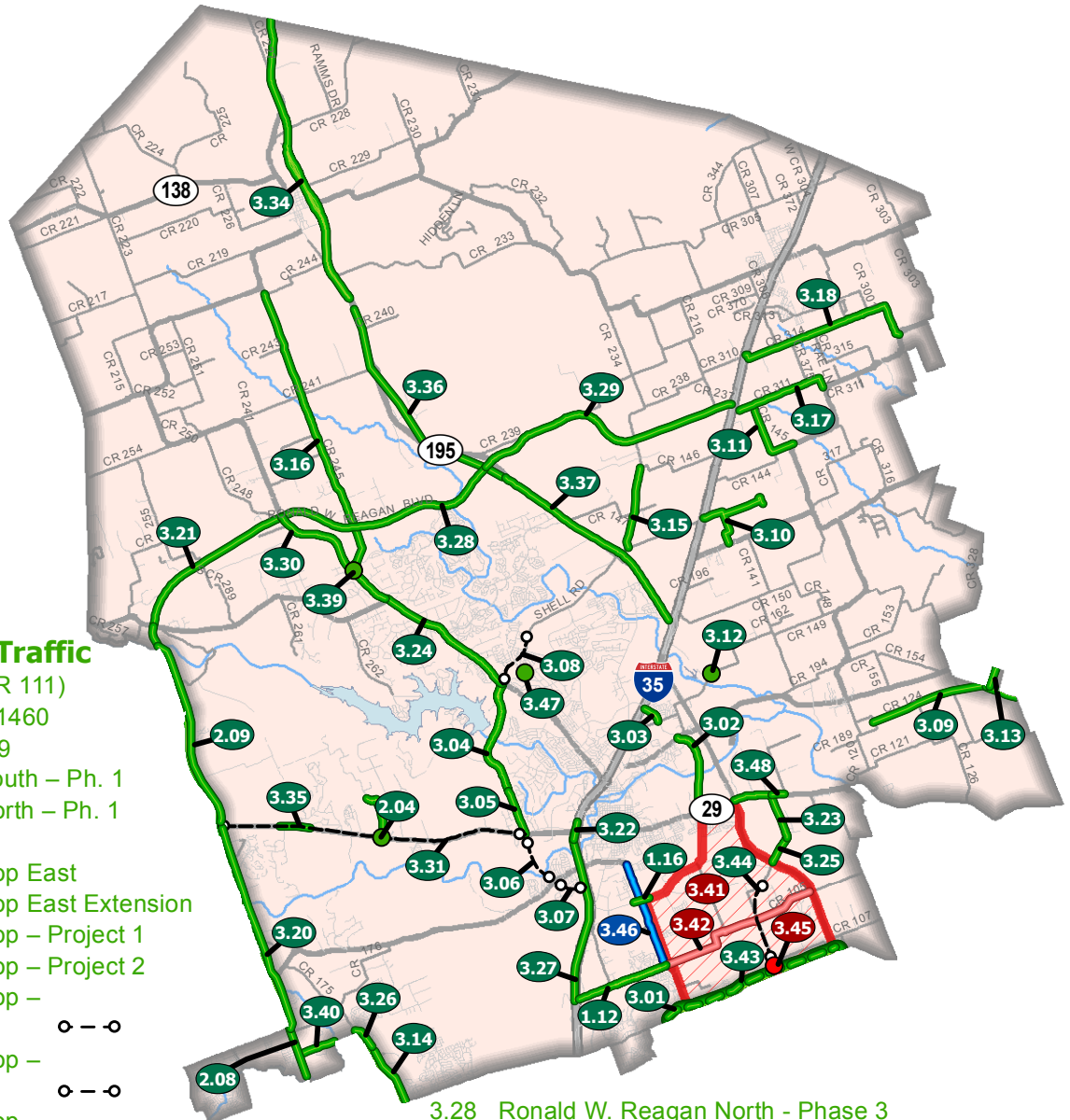
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
05	3/21/2017	51,199.00	148,379.69

2J: Differing Site Conditions. (unforeseeable) Other. This change order revises various erosion control measures on the project, including the addition of soil retention blanket to the contract to prevent erosion and help to establish vegetation quicker on the slopes and in the ditches. 3H: County Convenience. Cost savings opportunity discovered during construction. This change order replaces the 12" Gabion mattresses with Flexamat. The use of this product was approved by the County Road and Bridge Department. The 3' x 3' gabions were deleted due to changes at the downstream end of Culvert #2.

Adjusted Price = \$5,957,236.27

2006 ROAD BOND PROGRAM PROJECTS

PRECINCT 3 - COMMISSIONER COVEY



Completed/Open to Traffic

- 1.12 Westinghouse Rd. (CR 111)
- 1.16 SE Inner Loop at FM 1460
- 2.04 Cedar Hollow at SH 29
- 2.08 Ronald W. Reagan South – Ph. 1
- 2.09 Ronald W. Reagan North – Ph. 1
- 3.01 FM 1460 to CR 110
- 3.02 Georgetown Inner Loop East
- 3.03 Georgetown Inner Loop East Extension
- 3.04 Georgetown Inner Loop – Project 1
- 3.05 Georgetown Inner Loop – Project 2
- 3.06 Georgetown Inner Loop – Project 3 Study ○ – ○
- 3.07 Georgetown Inner Loop – Project 4 Study ○ – ○
- 3.08 Georgetown Inner Loop – Project 5 Study ○ – ○
- 3.09 CR 124
- 3.10 CR 142
- 3.11 CR 145
- 3.12 CR 152 Bridge Replacement
- 3.13 CR 157
- 3.14 CR 175
- 3.15 CR 234
- 3.16 CR 245
- 3.17 CR 311
- 3.18 CR 314
- 3.20 Ronald W. Reagan South - Phase 2
- 3.21 Ronald W. Reagan North - Phase 2
- 3.22 IH-35 at SH 29 Turnarounds (PTF)
- 3.48 SH 29 Widening - 12" Water Main Relocation
- 3.23 SH 29/CR 104 – Phase 1
- 3.24 Williams Drive (RM 2338)
- 3.25 CR 104 – Phase 2
- 3.26 CR 175 Extension - Phase 2A
- 3.27 IH 35 Northbound Frontage Rd. and Ramps

- 3.28 Ronald W. Reagan North - Phase 3
- 3.29 Ronald W. Reagan North - Phase 4
- 3.30 RM 2338 (PTF)
- 3.31 SH 29 Improvements Study & Schematic ○ – ○
- 3.34 SH 195 Project 1
- 3.35 SH 29 at Park Place Dr. & Jack Nicklaus Blvd.
- 3.36 SH 195 Project 2
- 3.37 SH 195 Project 3
- 3.39 CR 245 Realignment
- 3.40 CR 179
- 3.43 University Blvd. (Chandler Rd) Expansion (Design)
- 3.44 CR 110 North ○ – ○
- 3.44 CR 110 North (North of CR 107 to North of Sam Houston) (Design)
- 3.47 Madrid Drive Extension

Under Construction/Bidding

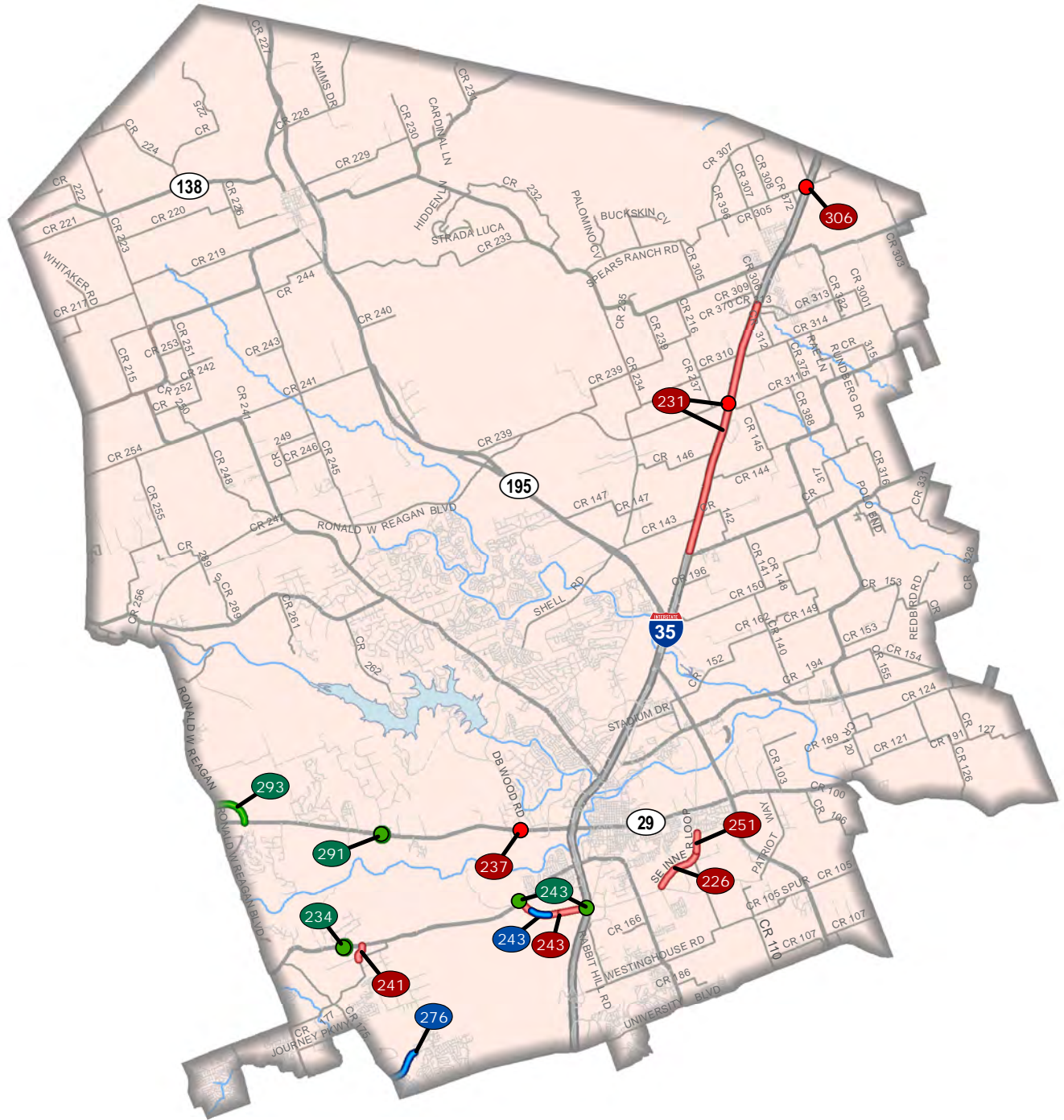
- 3.46 FM 1460 North

In Design

- 3.41 CR 110 / Arterial A Study
- 3.42 CR 111 / CR 105 Westinghouse Rd. (FM 1460 to SH 130)
- 3.45 CR 110 Middle (North of Limmer Loop to CR 107)

2013 ROAD BOND PROGRAM PROJECTS

PRECINCT 3 - COMMISSIONER COVEY



Completed/ Open to Traffic

- 234 RM 2243 At Escalera Parkway
- 243 Southwest Bypass Driveways
- 291 SH 29 At Cedar Hollow
- 293 Kauffman Loop Phase 1
(NE quadrant of Reagan at SH 29)

Under Construction/Bidding

- 243 Southwest Bypass Access Route
- 276 Arterial H Extension Phase 1
(CR 175 to Massey Way)

In Design

- 226 Inner Loop Safety Improvements (Rockride Lane to Wilco Way)
- 231 Ronald Reagan at IH 35 (Bridge Replacement)
- 231 IH 35 Ramp Reversal and Frontage Road Conversion (FM 972 to CR 312)
- 237 DB Wood At SH 29
- 241 CR 176 at RM 2243 (Safety Improvements)
- 243 Southwest Bypass (RM 2243 to IH 35)
- 251 Inner Loop Safety Improvements (Belmont Drive to Rockride Lane)
- 306 CR 305 At IH 35 - Design (Bridge Replacement)

**CR 245 Realignment
Project No. 15IFB102**

Original Contract Price = \$589,829.11

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantially Complete</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
2/18/2015	3/11/2015	4/10/2015	4/20/2015	9/26/2015		150	10	160	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>Used</u>
1	4/20/2015	5/31/2015	42	\$37,176.75	\$37,176.75	\$4,130.75	\$4,130.75	7	26
2	6/1/2015	9/26/2015	118	\$418,332.94	\$455,509.69	\$46,481.44	\$50,612.19	87	100
3	10/7/2015	6/24/2016	0	\$62,633.56	\$518,143.25	\$6,959.28	\$57,571.47	99	100
4	6/25/2016	9/30/2016	0	\$65,544.50	\$583,687.75	-\$57,571.47	\$0.00	100	100

4/28/2017 Comments - The GEC has received the Maintenance Bond and is processing the final estimate.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	10/20/2015	29,428.53	29,428.53

4B: Third Party Accommodation. Third party requested work. This Change Order adds a new Contract item to compensate the Contractor for installing a Pressure Reducing Valve (PRV) on the proposed 6 inch waterline, as required by the City of Georgetown. 2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable)(Item 9). The existing waterline was in a different location than shown on the plans, which allowed the Contractor to tie into the line at the new location, reducing the contract quantity of new waterline required to be installed.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
02	2/28/2017	-35,569.89	-6,141.36

2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable)(Item 9). This Change Order provides the final balancing for the overrun/underrun of Contract quantities on the project as a result of addressing field conditions not accounted for in the original plans. The underruns documented by this Change Order result in a cost savings for the County. This Change Order adds Item 169-2001 (Soil Retention Blanket (Ty 1)(Cl A)) which replaced the 3" Erosion Control Compost due to the unavailability of the compost.

Adjusted Price = \$583,687.75

Arterial H Phase 1 (Sam Bass Rd to existing Arterial H)
Project No. 1603-064

Original Contract Price = \$3,210,934.80

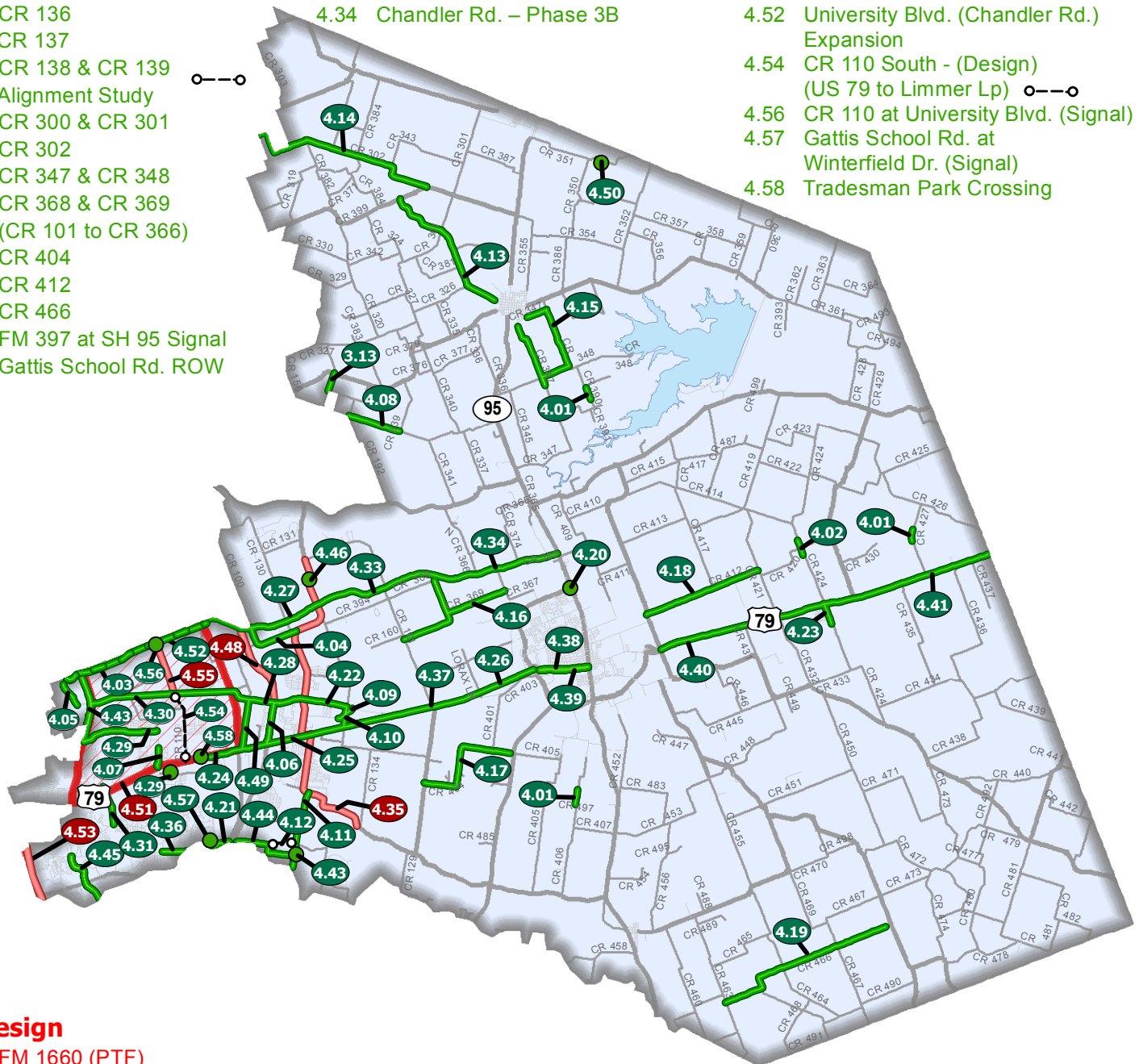
<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
4/20/2016	5/16/2016	2/17/2017 (Limited)				180	0	180	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>Used</u>
1	6/1/2016	6/30/2016	0	\$134,198.10	\$134,198.10	\$14,910.90	\$14,910.90	5	0
2	7/1/2016	7/31/2016	0	\$182,746.89	\$316,944.99	\$35,216.11	\$50,127.01	11	0
3	8/1/2016	8/31/2016	0	\$93,893.40	\$410,838.39	\$10,432.60	\$60,559.61	15	0
4	9/1/2016	9/30/2016	0	\$206,817.21	\$617,655.60	\$22,979.69	\$83,539.30	22	0
Adjusted Price =									\$3,210,934.80

2006 ROAD BOND PROGRAM PROJECTS

PRECINCT 4 - COMMISSIONER MADSEN

Completed/Open to Traffic

- | | | |
|--|--------------------------------------|---|
| 3.13 CR 157 | 4.22 Limmer Loop – Phase 1A | 4.36 Gattis School Road |
| 4.01 Bridge Replacements Phase 1
(CR 390, 406, 427) | 4.23 Thrall School Zone | 4.37 US 79 - Section 3 (PTF) |
| 4.02 CR 424 Bridge Replacement | 4.24 US 79 – Section 1 | 4.38 2nd Street Improvements |
| 4.03 Chandler Rd. – Phase 1 | 4.25 US 79 – Section 2 | 4.39 2nd Street Drainage Improvements |
| 4.04 CR 100 | 4.26 US 79 – Section 3A | 4.40 US 79 Section 5A (PTF) |
| 4.05 CR 112 – Phase 1 | 4.27 Chandler Rd. – Phase 2 | 4.41 US 79 Section 5B (PTF) |
| 4.06 CR 119 | 4.28 Limmer Loop – Phase 1B | 4.43 FM 1460 Section 2 |
| 4.07 CR 122 at US 79 | 4.29 CR 113 / Old Settlers Blvd. | 4.44 CR 138 |
| 4.08 CR 124 | 4.30 Limmer Loop – Phase 1C | 4.45 CR 170 |
| 4.09 CR 132 | 4.31 Kenney Fort Boulevard – Phase 1 | 4.46 FM 1660 at Landfill Rd. (CR 128) |
| 4.10 CR 136 | 4.33 Chandler Rd. – Phase 3A | 4.49 CR 108 |
| 4.11 CR 137 | 4.34 Chandler Rd. – Phase 3B | 4.50 CR 351 at Donahoe Creek |
| 4.12 CR 138 & CR 139
Alignment Study | | 4.52 University Blvd. (Chandler Rd.)
Expansion |
| 4.13 CR 300 & CR 301 | | 4.54 CR 110 South - (Design)
(US 79 to Limmer Lp) |
| 4.14 CR 302 | | 4.56 CR 110 at University Blvd. (Signal) |
| 4.15 CR 347 & CR 348 | | 4.57 Gattis School Rd. at
Winterfield Dr. (Signal) |
| 4.16 CR 368 & CR 369
(CR 101 to CR 366) | | 4.58 Tradesman Park Crossing |
| 4.17 CR 404 | | |
| 4.18 CR 412 | | |
| 4.19 CR 466 | | |
| 4.20 FM 397 at SH 95 Signal | | |
| 4.21 Gattis School Rd. ROW | | |

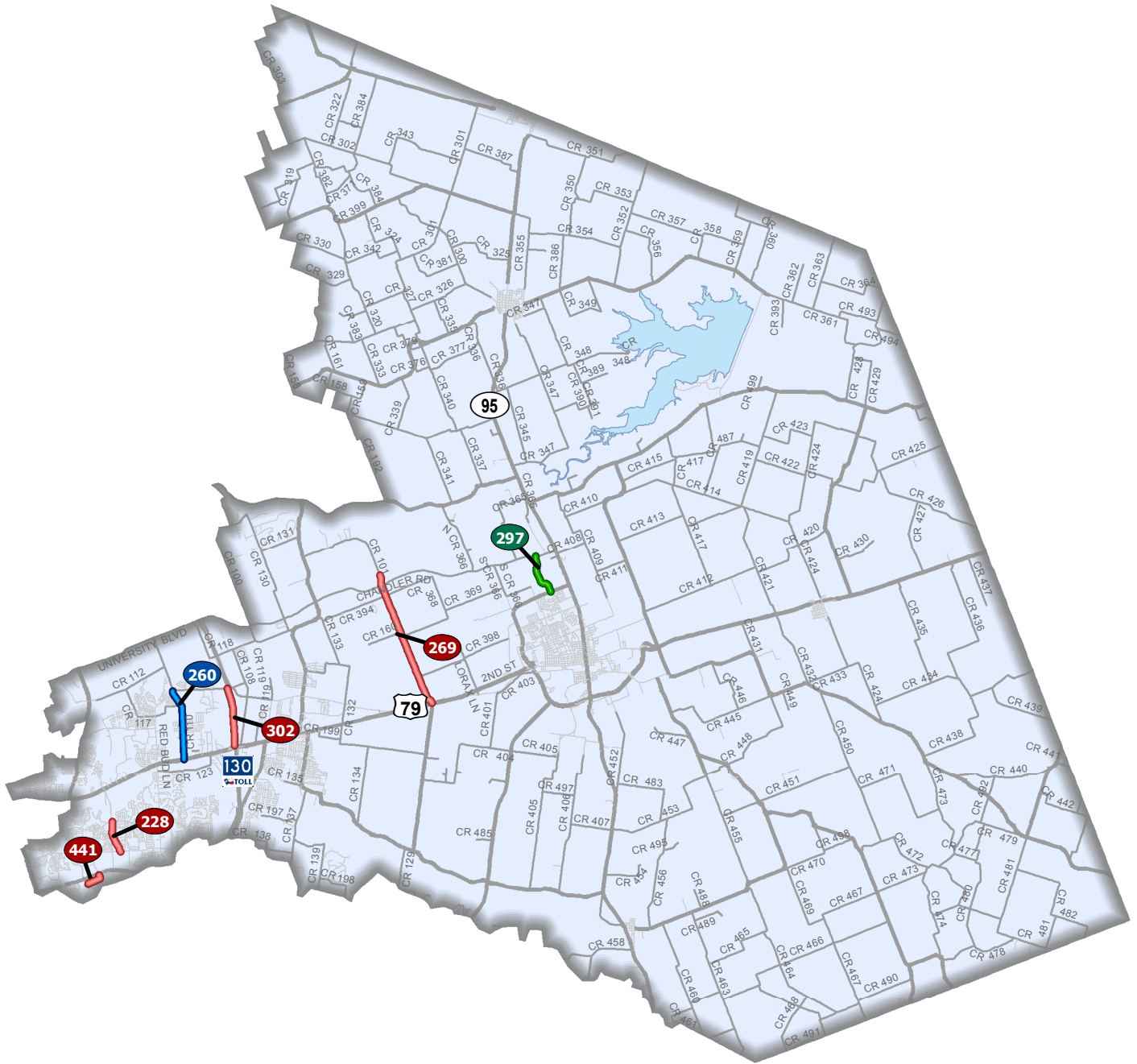


In Design

- 4.35 FM 1660 (PTF)
- 4.48 CR 119
- 4.51 CR 110/ Arterial A Study Area
- 4.53 IH 35 Operational Analysis
- 4.55 CR 110 Middle (North of Limmer Loop to CR 107)

2013 ROAD BOND PROGRAM PROJECTS

PRECINCT 4 - COMMISSIONER MADSEN



Completed/Open to Traffic

297 Bill Pickett Trail (Carlos Parker Blvd to Chandler Road)

Under Construction/Bidding

260 CR 110 South (US 79 to Limmer Loop)

In Design

228 Kenney Fort Blvd. Ph. 1 (Forest Creek Blvd. to Gattis School Rd.)

269 CR 101 (US 79 to North of Chandler Rd.)

302 SH 130 Frontage Roads Phase 3 (SBFR US 79 to Limmer Loop)

441 Roundville Lane (A.W. Grimes Blvd. to EBFR of SH 45)

Multi Site Traffic Signals (CR 110 at Univ, Gattis School Rd at Winterfield)

Project No. 1512-036

Original Contract Price = \$328,802.95

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
2/3/2016	2/17/2016	3/11/2016	3/21/2016	6/24/2016		90	6	96	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>Used</u>
1	3/21/2016	4/30/2016	41	\$23,553.00	\$23,553.00	\$2,617.00	\$2,617.00	8	43
2	5/1/2016	5/31/2016	31	\$35,329.50	\$58,882.50	\$3,925.50	\$6,542.50	20	75
3	6/1/2016	6/24/2016	24	\$195,889.50	\$254,772.00	\$21,765.50	\$28,308.00	88	100
4	6/25/2016	9/30/2016	0	\$32,280.08	\$287,052.08	\$3,586.68	\$31,894.68	99	100

4/28/2017 Comments - The Contractor is working on Closeout Documents and has submitted the as-builts.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	11/29/2016	-7,856.20	-7,856.20

2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable)(Item 9). This Change Order provides the final balancing for the overrun/underrun of Contract quantities on the project as a result of addressing field conditions not accounted for in the original plans. 2J: Differing Site Conditions (unforeseeable). Other. This change order also adds time to the contract to cover the time it took the electrical service application and installation to be completed at the Gattis School site for Williamson County.

Adjusted Price = \$320,946.75

Bill Pickett Trail (East Williamson County Access Road)
Project No. 1601-045

Original Contract Price = \$3,806,133.30

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
3/16/2016	4/5/2016	5/2/2016	5/12/2016	11/11/2016		100	30	130	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>Used</u>
1	5/12/2016	5/31/2016	20	\$643,105.80	\$643,105.80	\$71,456.20	\$71,456.20	19	15
2	6/1/2016	6/30/2016	30	\$268,272.41	\$911,378.21	\$29,808.05	\$101,264.25	28	38
3	7/1/2016	7/31/2016	31	\$378,344.61	\$1,289,722.82	\$42,038.29	\$143,302.54	39	62
4	8/1/2016	8/31/2016	31	\$476,356.92	\$1,766,079.74	\$52,928.54	\$196,231.08	53	86
5	9/1/2016	9/30/2016	30	\$463,467.16	\$2,229,546.90	\$51,496.35	\$247,727.43	67	109
6	10/1/2016	10/31/2016	31	\$776,046.85	\$3,005,593.75	\$86,227.43	\$333,954.86	91	133
7	11/1/2016	11/30/2016	30	\$150,073.08	\$3,155,666.83	\$16,674.79	\$350,629.65	95	156
8	12/1/2016	12/31/2016	0	\$11,444.91	\$3,167,111.74	\$1,271.65	\$351,901.30	96	156

4/28/2017 Comments - The Contractor is working on the punchlist items, including vegetation watering and re-seeding various locations.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	6/7/2016	-85.80	-85.80

3K: This Change Order adds Select Fill material to be used in lieu of Lime Treated Subgrade. This change requires adjustments to the earthwork quantities and deletes the lime related items from the Contract.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
02	8/9/2016	3,305.00	3,219.20

3H: County Convenience. Cost savings opportunity discovered during construction. This Change Order adds a new contract item to change the Type C SAC A PG 76-22 surface asphalt to Type D SAC B PG 70-22 surface asphalt which provides a cost savings to the County. 1A: Design Error or Omission. Incorrect PS&E. This Change Order adds asphalt quantity for the school driveway to account for a 4" thickness rather than 2" inadvertently included in the plans. 6B: Untimely ROW/Utilities. Right of Way not clear (County responsible for ROW). Thirty days are being added for delays associated in acquiring Right of Way.

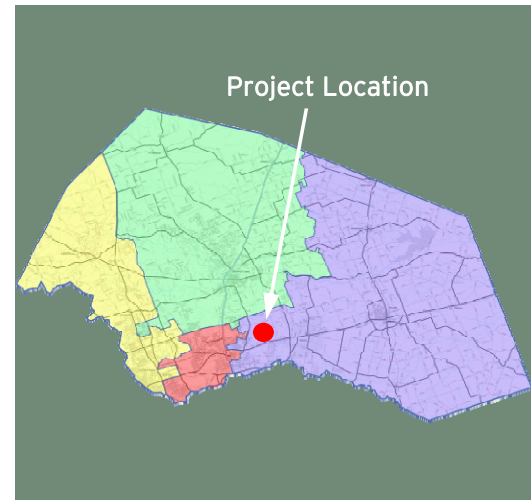
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
03	9/6/2016	-102,204.38	-98,985.18

3H: County Convenience. Cost savings opportunity discovered during construction. This Change Order removes the Erosion Control Compost (3") called for in the plans and replaces it with new contract items for Fertilizer and Soil Retention Blanket. Vegetation can be established and erosion can be minimized by using fertilizer and soil retention blanket in lieu of the Erosion Control Compost at a substantial cost savings for the County.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
04	9/20/2016	-24,873.50	-123,858.68

3H: County Convenience. Cost savings opportunity discovered during construction. This Change Order replaces the Tier II Asphalt and Type D Grade 5 Sac B Aggregate in the contract with a Hot-Applied Non-Tracking Underseal (TFT-H). This is a substitution for a traditional underseal and eliminates the need for aggregate in the application process.

Adjusted Price = \$3,682,274.62



County Road 110 South (US 79 to Limmer Loop)

Project Length: 2.25 Miles
Roadway Classification: Minor Urban Arterial

Project Schedule: January 2017-June 2018
Estimated Construction Cost: \$11.2 Million



APRIL 2017 IN REVIEW

4/7/2017: Chasco Constructors continued the 16" water line installation at Mozart Lane and Limmer Loop. The 8" water line installation continued across CR 110 at Porano. H-D Drilling continued boring the encased water line under CR 110 north of Porano. Oncor's subcontractor Willbros continued placing poles and installing electrical lines. Two poles remain to be installed.

4/14/2017: The 16" water line installation on Limmer Loop was completed. Services were installed at Porano and at Limmer Loop. Subcontractor Bryant/Frey bored across CR 110 at CR 122. Oncor's subcontractor Willbros continued installing electrical lines. All Poles have been placed.

4/21/2017: The installation of the 8" water lines across Limmer Loop was completed. Subcontractor H-D Drilling finished boring the encased water line under CR 110 north of US 79. Oncor's subcontractor Willbros continued installing electrical lines.

4/28/2017: A 16" water line was installed north of Limmer Loop. Subcontractor Bryant/Frey excavated and began boring under McNutt Creek. Oncor's subcontractor Willbros completed installing electrical lines. Subcontractor Texas State Communications completed communication lines.



Design Engineer: Dannenbaum
Contractor: Chasco Constructors
Construction Observation:
David Boone, HNTB

Williamson County
Road Bond Program

CR 110 South (US 79 to Limmer Loop)**Project No. 1604-075**

Original Contract Price = \$11,224,589.02

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
9/27/2016	10/17/2016	1/3/2017	1/13/2017			510	0	510	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$) Used</u>	<u>% Time Used</u>
1	1/13/2017	3/31/2017	78	\$1,679,979.60	\$1,679,979.60	\$186,664.40	\$186,664.40	17	15
Adjusted Price = \$11,224,589.02									

Commissioners Court - Regular Session**38.****Meeting Date:** 05/16/2017

Bagdad Road at CR 278 Antiquities Permit Application

Submitted By: Dawn Haggard, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action regarding an Antiquities Permit Application to the Texas Historical Commission required as part of the Due Diligence Environmental Investigations for Bagdad Road at CR 278, a project in Commissioner Pct. 2.

Background

The permit requests the approval of intensive pedestrian survey, with surface and subsurface investigations as necessary based on field conditions, on Bagdad Road at CR 278 needed to satisfy Environmental Due Diligence requirements. No investigations will take place until a permit is received from the Texas Historical Commission.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments[Bagdad Road Antiquities Permit Application](#)

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Dawn Haggard

Final Approval Date: 05/11/2017

Reviewed By

Wendy Coco

Date

05/11/2017 08:33 AM

Started On: 05/09/2017 04:56 PM

ANTIQUITIES PERMIT APPLICATION FORM

ARCHEOLOGY

GENERAL INFORMATION

I. PROPERTY TYPE AND LOCATION

Project Name (and/or Site Trinomial) Bagdad Road at County Road 278 Improvements Project
County (ies) Williamson
USGS Quadrangle Name and Number Liberty Hill, Texas (3097-323)
UTM Coordinates Zone 14 E 604857.2 N 3389915.2
Location The project area is located roughly 2.15 miles south of Liberty Hill, Texas in western Williamson County
Federal Involvement ☐ Yes ☒ No
Name of Federal Agency _____
Agency Representative _____

II. OWNER (OR CONTROLLING AGENCY)

Owner Williamson County
Representative Judge Dan A. Gattis
Address 710 South Main Street, Suite 101
City/State/Zip Georgetown, TX 78626
Telephone (include area code) 512.943.1550 Email Address ctyjudge@wilco.org

III. PROJECT SPONSOR (IF DIFFERENT FROM OWNER)

Sponsor Lockwood, Andrews & Newnam, Inc.
Representative Robert D. Austin
Address 10101 Reunion Place, Suite 200
City/State/Zip San Antonio, TX 78216
Telephone (include area code) 210.499.5082 Email Address RDAustin@lan-inc.com

PROJECT INFORMATION

I. PRINCIPAL INVESTIGATOR (ARCHEOLOGIST)

Name Brandon Young
Affiliation SWCA
Address 4407 Monterey Oaks Blvd. Suite 110
City/State/Zip Austin, TX 78749
Telephone (include area code) 512-476-0891 Email Address byoung@swca.com

(OVER)

ANTIQUITIES PERMIT APPLICATION FORM (CONTINUED)

II. PROJECT DESCRIPTION

Proposed Starting Date of Fieldwork May 5, 2017
Requested Permit Duration 5 Years Months (1 year minimum)
Scope of Work (Provided an Outline of Proposed Work) SWCA will conduct an intensive pedestrian survey (with subsurface testing as necessary based on field conditions) of the proposed 4,500-foot-long Bagdad Road improvement area (please refer to the attached Scope of Work).

III. CURATION & REPORT

Temporary Curatorial or Laboratory Facility SWCA Austin
Permanent Curatorial Facility Center for Archaeological Research

IV. LAND OWNER'S CERTIFICATION

I, Judge Dan A. Gattis, as legal representative of the Land Owner, Williamson County, do certify that I have reviewed the plans and research design, and that no investigations will be preformed prior to the issuance of a permit by the Texas Historical Commission. Furthermore, I understand that the Owner, Sponsor, and Principal Investigator are responsible for completing the terms of the permit.
Signature _____ Date April, 2017

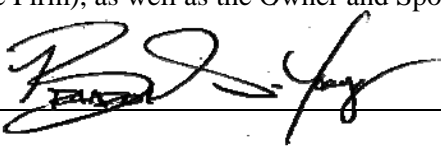
V. SPONSOR'S CERTIFICATION

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

Signature _____ Date April, 2017

VI. INVESTIGATOR'S CERTIFICATION

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

Signature  Date April 25, 2017

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

FOR OFFICIAL USE ONLY

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



Commissioners Court - Regular Session**39.****Meeting Date:** 05/16/2017

Bagdad Road at CR 278 TCEQ Agent Authorization 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 Bagdad Road at CR 278, a project in Commissioner Pct 2.

Background

The Bagdad Road at CR 278 project requires TCEQ approval of a Contributing Zone Plan (CZP) prior to construction. A TCEQ Agent Authorization Form is required to authorize an employee of LAN, the design engineer, to submit the needed CZP for TCEQ review and approval on behalf of the County.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments[Bagdad Rd Agent Authorization Form](#)

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Dawn Haggard

Final Approval Date: 05/11/2017

Reviewed By

Wendy Coco

Date

05/11/2017 08:33 AM

Started On: 05/09/2017 05:04 PM

Agent Authorization Form
For Required Signature
Edwards Aquifer Protection Program
Relating to 30 TAC Chapter 213
Effective June 1, 1999

I JUDGE DAN GATTIS,
Print Name

WILLIAMSON COUNTY JUDGE,
Title - Owner/President/Other

of Williamson County,
Corporation/Partnership/Entity Name

have authorized CRAIG L. HEBBE, PE
Print Name of Agent/Engineer

of LOCKWOOD, ANDREWS & NEWNAM, INC.
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**40.****Meeting Date:** 05/16/2017

1607-102 Pearson Ranch Rd Extension Change Order No. 1

Submitted By: Dawn Haggard, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action regarding Change Order No. 1 in the amount of -\$92,621.70 for Pearson Ranch Road Extension, a Road Bond Project in Commissioner Pct. 1.

Background

This Change Order revises the City of Austin (COA) water and wastewater work shown in the original plans. The COA requested that the installation of the 8" and 24" pipe and related items be deleted from the contract. The COA funded the water and wastewater work shown in the plans and will receive a credit for the reduction in cost to the contract.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments1607-102 Pearson Ranch Rd CO No.01

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Dawn Haggard

Final Approval Date: 05/11/2017

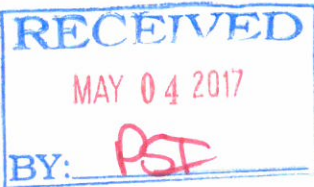
Reviewed By

Wendy Coco

Date

05/11/2017 08:33 AM

Started On: 05/09/2017 05:09 PM



Received

APR 28 2017

HNTB Corporation
Round Rock

WILLIAMSON COUNTY, TEXAS
CHANGE ORDER NUMBER: 1

1. CONTRACTOR: Jimmy Evans Construction
2. Change Order Work Limits: Sta. 30+00 to Sta. 98+00
3. Type of Change (on federal-aid non-exempt projects): Minor (Major/Minor)
4. Reasons: 4B (3 Max. - In order of importance - Primary first)

Project:	<u>1607-102</u>
Roadway:	<u>Pearson Ranch Road Extension</u>
CSJ Number:	<u></u>

5. Describe the work being revised:

4B: Third Party Accommodation. Third party requested work (reduction in scope). This Change Order revises the City of Austin (COA) water and wastewater (W&VW) work shown in the original plans. The COA requested that the installation of the 8" and 24" pipe and related items be deleted from the contract. The COA funded the water and wastewater work shown in the plans and will get the credit for the reduction in cost to the contract.

6. Work to be performed in accordance with Items: See attached.
7. New or revised plan sheet(s) are attached and numbered: C100 - C109, C501-C504
8. New Special Provisions/Specifications to the contract are attached: ☐ Yes ☒ No
9. New Special Provisions to Item N/A No. N/A, Special Specification Item N/A are attached.
- Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses, additional changes for time, overhead and profit, or loss of compensation as a result of this change.

The following information must be provided

Time Ext. #: N/A Days added on this CO: 0

Amount added by this change order: (\$92,621.70)

THE CONTRACTOR

Date 4/28/17

By

Ronnie Duenez
Typed/Printed Name Ronnie Duenez
Const. Mang.
Typed/Printed Title Estimator

RECOMMENDED FOR EXECUTION:

[Signature] 5/1/17
Project Manager Date

N/A
Design Engineer Date

[Signature]
Program Manager Date

City Engineer Date

Design Engineer's Seal:

see attached plan sheets

County Commissioner Precinct 1 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 2 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 3 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 4 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Judge Date
☐ APPROVED

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 1

Project # 1607-102

TABLE A: Force Account Work and Materials Placed into Stock

	LABOR	HOURLY RATE			HOURLY RATE

TABLE B: Contract Items:

ITEM	DESCRIPTION	UNIT	UNIT PRICE	ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		OVERRUN/UNDERRUN
				QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	
432SR-4	RECONSTRUCT CONCRETE SIDEWALKS TO 4-INCH THICKNESS, INCLUDING REMOVAL OF EXISTING SIDEWALK, COMPLETE AND IN PLACE	SF	\$9.50	382	\$3,629.00	(382.00)	0.00	\$0.00	(\$3,629.00)
506-MWW	STANDARD PRECAST MANHOLE W/PRE-CAST BASE, 48" DIAM., 4 FEET TO 8 FEET IN DEPTH, COMPLETE AND IN PLACE	EA	\$2,500.00	2	\$5,000.00	(2.00)	0.00	\$0.00	(\$5,000.00)
506S-EDMWW	EXTRA DEPTH OF MANHOLE, 4' DIA., COMPLETE IN PLACE	LVF	\$220.00	12	\$2,640.00	(12.00)	0.00	\$0.00	(\$2,640.00)
506S-4WW	MINOR MANHOLE HEIGHT ADJUSTMENT	EA	\$1,100.00	4	\$4,400.00	3.00	7.00	\$7,700.00	\$3,300.00
506S-DWW	DROP MANHOLE W/PRE-CAST BASE, 4' DIA.	EA	\$4,100.00	1	\$4,100.00	(1.00)	0.00	\$0.00	(\$4,100.00)
509S-1	TRENCH EXCAVATION SAFETY PROTECTION SYSTEMS (ALL DEPTHS)	LF	\$1.65	315	\$519.75	(198.00)	117.00	\$193.05	(\$326.70)
510-AWRJ-24	FACTORY RESTRAINED JOINT PIPE, 24 IN. DIA., CLASS 250 DUCTILE IRON (ALL DEPTHS), INCLUDING EXCAVATION AND BACKFILL	LF	\$238.00	50	\$11,900.00	(50.00)	0.00	\$0.00	(\$11,900.00)
510-AWW-8	PIPE, 8 IN. DIA., PVC SDR-26 (ALL DEPTHS), INCLUDING EXCAVATION AND BACKFILL	LF	\$67.00	148	\$9,916.00	(148.00)	0.00	\$0.00	(\$9,916.00)
510-IW 24"X6"	PRESSURE TAP, 24" DIA. X 6" DIA.	EA	\$17,000.00	1	\$17,000.00	(1.00)	0.00	\$0.00	(\$17,000.00)
510-JW 24" x 24"	WET CONNECTIONS, 24" DIA. X 24" DIA.	EA	\$7,700.00	1	\$7,700.00	(1.00)	0.00	\$0.00	(\$7,700.00)
510-KWW	DUCTILE IRON FITTINGS	TON	\$6,300.00	2.00	\$12,600.00	(1.70)	0.30	\$1,890.00	(\$10,710.00)
511S-A24GV	VALVES, GATE, 24" DIAMETER, WITH VAULT	EA	\$23,000.00	1	\$23,000.00	(1.00)	0.00	\$0.00	(\$23,000.00)
TOTALS					\$102,404.75			\$9,783.05	(\$92,621.70)

CHANGE ORDER REASON(S) CODE CHART

1. Design Error or Omission	1A. Incorrect PS&E 1B. Other
2. Differing Site Conditions (unforeseeable)	2A. Dispute resolution (expense caused by conditions and/or resulting delay) 2B. Unavailable material 2C. New development (conditions changing after PS&E completed) 2D. Environmental remediation 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9) 2F. Site conditions altered by an act of nature 2G. Unadjusted utility (unforeseeable) 2H. Unacquired Right-of-Way (unforeseeable) 2I. Additional safety needs (unforeseeable) 2J. Other
3. County Convenience	3A. Dispute resolution (not resulting from error in plans or differing site conditions) 3B. Public relations improvement 3C. Implementation of a Value Engineering finding 3D. Achievement of an early project completion 3E. Reduction of future maintenance 3F. Additional work desired by the County 3G. Compliance requirements of new laws and/or policies 3H. Cost savings opportunity discovered during construction 3I. Implementation of improved technology or better process 3J. Price adjustment on finished work (price reduced in exchange for acceptance) 3K. Addition of stock account or material supplied by state provision 3L. Revising safety work/measures desired by the County 3M. Other
4. Third Party Accommodation	4A. Failure of a third party to meet commitment 4B. Third party requested work 4C. Compliance requirements of new laws and/or policies (impacting third party) 4D. Other
5. Contractor Convenience	5A. Contractor exercises option to change the traffic control plan 5B. Contractor requested change in the sequence and/or method of work 5C. Payment for Partnering workshop 5D. Additional safety work/measures desired by the contractor 5E. Other
6. Untimely ROW/Utilities	6A. Right-of-Way not clear (third party responsibility for ROW) 6B. Right-of-Way not clear (County responsibility for ROW) 6C. Utilities not clear 6D. Other

Williamson County Road Bond Program

**Pearson Ranch Road Extension
Williamson County Project No. 1607-102**

Change Order No. 1

Reason for Change

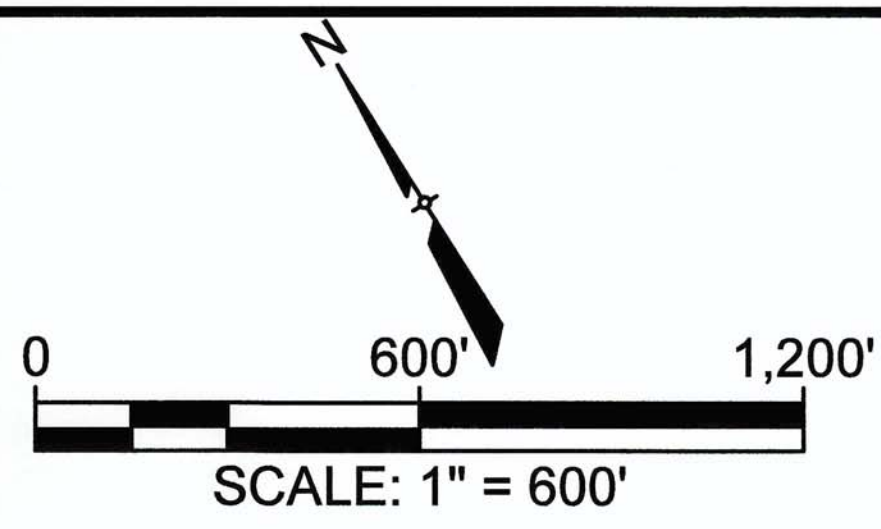
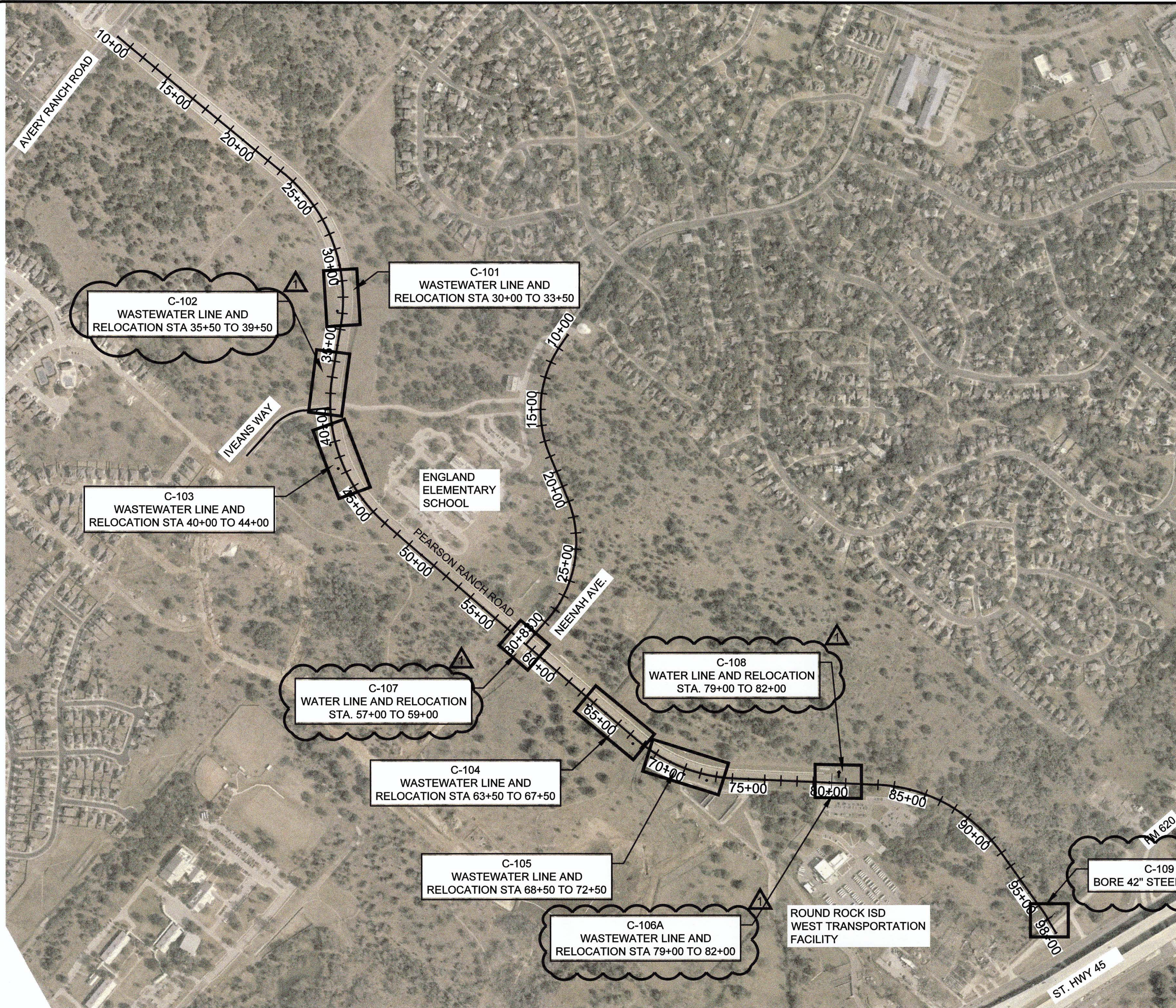
This Change Order revises the City of Austin (COA) water and wastewater work shown in the original plans. The COA requested that the installation of the 8" and 24" pipe and related items be deleted from the contract. The COA funded the water and wastewater work shown in the plans and will get credit for the reduction in cost to the contract.

This Change Order results in a net decrease of \$92,621.70 to the Contract amount, for an adjusted Contract total of \$4,423,557.07. The original Contract amount was \$4,516,178.77. As a result of this and all Change Orders to-date, \$92,621.70 has been deducted from the Contract, resulting in a 2.0% net decrease in the Contract cost. No days will be added to or subtracted from the Contract as a result of this Change Order.

HNTB Corporation

James Klotz, P.E.

Dwg Info: g:\CFA\2014\0308801_williamson_county_2013_road_bond\WUN\04_pearson_ranch_road\DESIGN\KEYMAP.dwg - Tab: C-100 - Plotted: 2/8/2017 11:52 AM By: KRISTEN VAN HOOSIER



THESE PLANS WERE
ENLARGED FOR RECORD
PURPOSES. SCALE IS 1"=300'.
ORIGINAL SIZE: 11"X17"

REVIEWED
FEB 13 2017
Geoff Hendley
Austin Water Utility

REV. NO.	DATE
1	1/27/17

REVISION DESCRIPTION	BY
UPDATED SHEET CALLOUTS	LP

CobbFendley
TBP# NO. 274 / TBP# NO. 10193881
1100 NORTHWEST LOOP 410, SUITE 350
SAN ANTONIO, TEXAS 78762
210.666.4666
WWW.COBBFENDLEY.COM

**WATER & WASTEWATER
KEY MAP**
PEARSON RANCH ROAD, TEXAS
WILLIAMSON COUNTY, TEXAS

**WILLIAMSON
COUNTY**
1846

PROJ. NO. 1488-088-02-04
DESIGN: G. LITTLEFIELD
DRAWN: G. LITTLEFIELD
CHECK: J. HASTINGS
APPR: L. PARISHER
DATE: FEBRUARY 8, 2017

JAMES LANCE PARISHER
106221
PROFESSIONAL ENGINEER
02/08/2017

THESE DESIGN DOCUMENTS ARE NOT TO BE
USED FOR CONSTRUCTION PRIOR TO
REGULATORY SIGNATURE AND PERMIT.

SHEET
C-100
2 of 16

Dwg Info: g:\CFA\2014\0308801_williamson_county_2013_road_bond\WUN\04_pearson_ranch_road\DESIGN\DETAILS.dwg - Tab: C-504 - Plotted: 2/8/2017 11:56 AM By: KRISTEN VAN HOOSIER

REQUIREMENTS FOR SERVICES IN ACCESSIBLE PATHS

303 Changes in Level

303.1 General. Where changes in level are permitted in floor or ground surfaces, they shall comply with 303.

EXCEPTIONS:

1. Animal containment areas shall not be required to comply with 303.
2. Areas of sport activity shall not be required to comply with 303.

303.2 Vertical. Changes in level of 1/4 inch (6.4 mm) high maximum shall be permitted to be vertical.

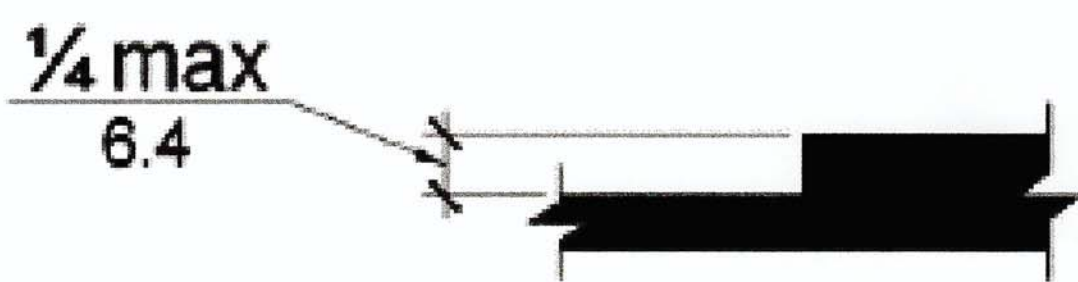


Figure 303.2 Vertical Change in Level

303.3 Beveled. Changes in level between 1/4 inch (6.4 mm) high minimum and 1/2 inch (13 mm) high maximum shall be beveled with a slope not steeper than 1:2.

Advisory 303.3 Beveled. A change in level of 1/2 inch (13 mm) is permitted to be 1/4 inch (6.4 mm) vertical plus 1/4 inch (6.4 mm) beveled. However, in no case may the combined change in level exceed 1/2 inch (13 mm). Changes in level exceeding 1/2 inch (13 mm) must comply with 405 (Ramps) or 406 (Curb Ramps).

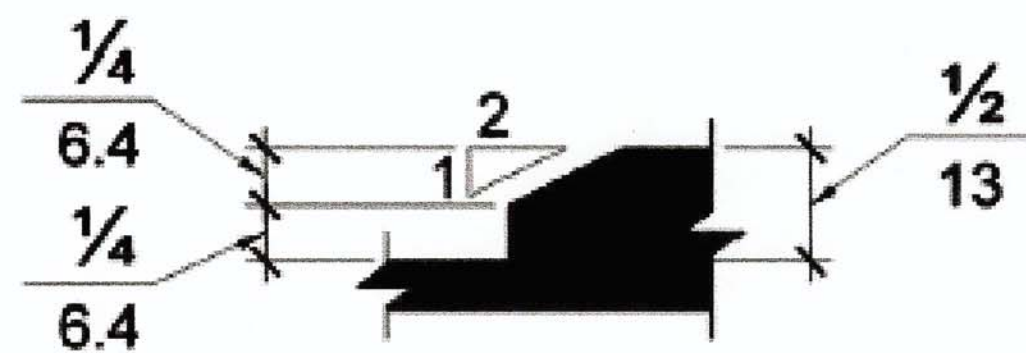


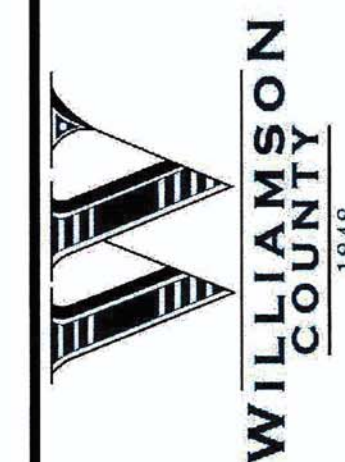
Figure 303.3 Beveled Change in Level

REV	NO	REVISION DESCRIPTION	APPROVED BY	DATE
1	1	ADDED SIDEWALK DETAIL	JLP	1/27/17

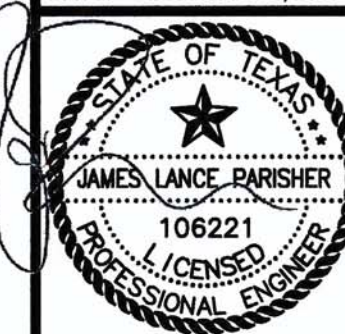
CobbFendley
TYPE NO. 274 / TEMPL NO. 10193891
1100 NORTHWEST LOOP 410, SUITE 350
SAN ANTONIO, TEXAS 78752
210.828.4611 / FAX 210.828.4606
WWW.COBBFENDLEY.COM

ACCESSIBLE PATHS WITH
OBSTRUCTIONS DETAIL

PEARSON RANCH ROAD
WILLIAMSON COUNTY, TEXAS



PROJ. NO. 1488-088-02-04
DESIGN: G. LITTLEFIELD
DRAWN: G. LITTLEFIELD
CHECK: J. HASTINGS
APPR: L. PARISHER
DATE: FEBRUARY 8, 2017



THESE DESIGN DOCUMENTS ARE NOT TO BE
USED FOR CONSTRUCTION PRIOR TO
REGULATORY SIGNATURE AND PERMIT.

SHEET
C-504
16 of 16

Commissioners Court - Regular Session**41.****Meeting Date:** 05/16/2017

1604-068 Forest North Ph 1 Change Order No. 2

Submitted By: Dawn Haggard, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action regarding Change Order No. 2 in the amount of \$58,006.83 for Forest North Drainage Phase 1, a Road Bond Project in Commissioner Pct. 1.

Background

This Change Order compensates the Contractor for the removal and relocation of an existing waterline in conflict with a proposed storm sewer line. The conflict is located near the corner of Broadmeade Avenue and Braeburn Glen. The existing waterline was not shown on the City of Austin waterline plans and therefore was not known to be in conflict prior to the storm sewer installation. The Contractor has agreed to extend existing bid items to pay for this relocation work and has requested additional pay items with daily rates for de-watering the trench and the required traffic control. This Change Order also adds a pay item for trench repair for removal of existing asbestos water line required to be relocated.

Fiscal Impact

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

Attachments

[1604-068 Forest North Drainage Ph 1 CO No 2](#)

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Dawn Haggard

Final Approval Date: 05/11/2017

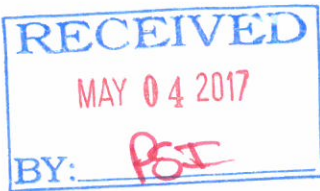
Reviewed By

Wendy Coco

Date

05/11/2017 08:33 AM

Started On: 05/09/2017 05:17 PM



Received

APR 27 2017

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 2

HNTB Corporation
Round Rock

1. CONTRACTOR: DeNucci Constructors
2. Change Order Work Limits: Sta. 2+56 to Sta. 3+29
3. Type of Change (on federal-aid non-exempt projects): Min (Major/Minor)
4. Reasons: 2G, 4B (3 Max. - In order of importance - Primary first)

Project:	<u>1604-068</u>
Roadway:	<u>Forest North Drainage Ph 1</u>
CSJ Number:	

5. Describe the work being revised:

2G: Differing Site Conditions (unforeseeable). Unadjusted utility (unforeseeable). This Change Order compensates the Contractor for the removal and relocation of an existing waterline that is in conflict with the proposed storm sewer line BB1 at the corner of Broadmeade Avenue and Braeburn Glen. **4B: Third Party Accommodation. Third party requested work.** This change order also compensates the Contractor for completed trench repair of the asbestos line that is being removed. A portion of the trench repair quantity has been added to this change order. The remaining quantity will be added to a future change order. The City of Austin has agreed to compensate the Contractor for these costs.

6. Work to be performed in accordance with Items: See attached.
7. New or revised plan sheet(s) are attached and numbered: C-114, C-122A
8. New Special Provisions/Specifications to the contract are attached: ☐ Yes ☒ No
9. New Special Provisions to Item N/A No. N/A, Special Specification Item N/A are attached.
- Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

<small>The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.</small>	The following information must be provided
THE CONTRACTOR Date <u>4/25/17</u>	Time Ext. #: <u>1</u> Days added on this CO: <u>5</u>
By <u>Paul T. DeNucci</u>	Amount added by this change order: <u>\$58,006.83</u>
Typed/Printed Name <u>PAUL T. DENUCCI</u>	
Typed/Printed Title <u>MANAGER</u>	

RECOMMENDED FOR EXECUTION:

[Signature] P.E. 5/1/17
Project Manager Date

N/A
Design Engineer Date

[Signature] 5/7/2017
Program Manager Date

Design Engineer's Seal:

see Revised Plan Sheets

County Commissioner Precinct 1 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 2 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 3 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 4 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Judge Date
☐ APPROVED

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 2

Project # 1604-068

TABLE A: Force Account Work and Materials Placed into Stock

	LABOR	HOURLY RATE			HOURLY RATE

TABLE B: Contract Items:

ITEM	DESCRIPTION	UNIT	UNIT PRICE	ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		OVERRUN/UNDERRUN
				QUANTITY	ITEM COST		QUANTITY	ITEM COST	
509S-1	Trench Excavation Safety Protection Systems (All Depths)	LF	\$3.00	5,716.00	\$17,148.00	74.00	5,790.00	\$17,370.00	\$222.00
510-AW8-DIA	Pipe, 8" Diameter, DI CL 350 (All Depths) With Restrained Joints Including Excavation and Backfill	LF	\$85.00	2,469.00	\$209,865.00	74.00	2,543.00	\$216,155.00	\$6,290.00
510-KWW	Ductile Iron Fittings	TON	\$8,500.00	6.60	\$56,100.00	0.069	6.67	\$56,686.50	\$586.50
510-JW-AC 8"x8"	AC Pipe Connections, 8" Dia. X 8" Dia.	EA	\$3,800.00	34.00	\$129,200.00	2.00	36.00	\$136,800.00	\$7,600.00
1900-W8DIA	Removing Pipe, 8" Diameter, AC Pipe	LF	\$32.00	706.00	\$22,592.00	40.00	746.00	\$23,872.00	\$1,280.00
509-WC01	De-Watering Trench for Waterline Relocation	DAY	\$200.00	0.00	\$0.00	5.00	5.00	\$1,000.00	\$1,000.00
502-COA1	BARRICADES, SIGNS AND TRAFFIC HANDLING	DAY	\$106.67	0.00	\$0.00	5.00	5.00	\$533.33	\$533.33
1900-TR	Cut/Restore Pavement for AC Pipe Removal	SY	\$65.00	0.00	\$0.00	623.00	623.00	\$40,495.00	\$40,495.00
TOTALS					\$434,905.00			\$492,911.83	\$58,006.83

CHANGE ORDER REASON(S) CODE CHART

1. Design Error or Omission	1A. Incorrect PS&E 1B. Other
2. Differing Site Conditions (unforeseeable)	2A. Dispute resolution (expense caused by conditions and/or resulting delay) 2B. Unavailable material 2C. New development (conditions changing after PS&E completed) 2D. Environmental remediation 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9) 2F. Site conditions altered by an act of nature 2G. Unadjusted utility (unforeseeable) 2H. Unacquired Right-of-Way (unforeseeable) 2I. Additional safety needs (unforeseeable) 2J. Other
3. County Convenience	3A. Dispute resolution (not resulting from error in plans or differing site conditions) 3B. Public relations improvement 3C. Implementation of a Value Engineering finding 3D. Achievement of an early project completion 3E. Reduction of future maintenance 3F. Additional work desired by the County 3G. Compliance requirements of new laws and/or policies 3H. Cost savings opportunity discovered during construction 3I. Implementation of improved technology or better process 3J. Price adjustment on finished work (price reduced in exchange for acceptance) 3K. Addition of stock account or material supplied by state provision 3L. Revising safety work/measures desired by the County 3M. Other
4. Third Party Accommodation	4A. Failure of a third party to meet commitment 4B. Third party requested work 4C. Compliance requirements of new laws and/or policies (impacting third party) 4D. Other
5. Contractor Convenience	5A. Contractor exercises option to change the traffic control plan 5B. Contractor requested change in the sequence and/or method of work 5C. Payment for Partnering workshop 5D. Additional safety work/measures desired by the contractor 5E. Other
6. Untimely ROW/Utilities	6A. Right-of-Way not clear (third party responsibility for ROW) 6B. Right-of-Way not clear (County responsibility for ROW) 6C. Utilities not clear 6D. Other

Williamson County Road Bond Program

**Forest North
Williamson County Project No. 1604-068**

Change Order No. 2

Reason for Change

This Change Order compensates the Contractor to remove and relocate an existing waterline that is in conflict with proposed storm sewer line BB1. The conflict is located near the corner of Broadmeade Avenue and Braeburn Glen. The existing waterline was not shown on the City of Austin waterline plans and therefore was not located by the One-Call services, prior to the storm sewer installation. The Contractor has agreed to extend existing bid items to pay for this work and has requested additional pay items with daily rates for de-watering the trench and required traffic control.

This Change Order also pays the Contractor for completed trench repair for the asbestos pipe that has been removed. A portion of the trench repair quantity has been added to this change order to compensate the Contractor for work that has been completed. The remaining quantity will be added to a future change order. The City of Austin is responsible for paying the cost for both issues.

Following is a summary of the new items required for this change order.

ITEM	DESCRIPTION	QTY	UNIT
509-WC01	DE-WATERING TRENCH FOR WATER LINE RELOCATION	5	DAY
502-COA1	BARRICADES, SIGNS AND TRAFFIC HANDLING	5	DAY
1900-TR	CUT/RESTORE PAVEMENT FOR AC PIPE REMOVAL	623	SY

This Change Order results in a net increase of \$58,006.83 to the Contract amount, for an adjusted Contract total of \$3,646,472.33. The original Contract amount was \$3,556,659.50. As a result of this and all Change Orders to-date, \$89,812.83 has been added to the Contract, resulting in a 2.5% net increase in the Contract cost. Five (5) additional days will be added to the Contract because of this Change Order.

HNTB Corporation

James Klotz, P.E.

**City of Austin
Forest North- Water and Wastewater Utility
Relocations - 100%
EOPC RFI #8
March 7, 2017**

Item	Description	Quantity	Unit	Unit Cost	Total Cost
509S-1	Trench Excavation Safety Protection Systems (All Depths)	74.00	LF	\$ 3.00	\$ 222.00
510-AW8-DI	Pipe, 8" Diameter, DI CL 350 (All Depths) With Restrained Joints Includes Excavation and Backfill	74.00	LF	\$ 85.00	\$ 6,290.00
510-KW	Ductile Iron Fittings	0.07	TON	\$ 8,500.00	\$ 586.50
SP 510-JW-AC 8" x 8"	AC Pipe Connections, 8" Dia. x 8" Dia.	2.00	EA	\$ 3,800.00	\$ 7,600.00
SP 1901-1-W8DIA	Removing Pipe, 8" Diameter, AC Pipe	40.00	LF	\$ 32.00	\$ 1,280.00
Total					\$ 15,978.50

From: Ryan Rivera
Sent: Thursday, March 30, 2017 8:42 AM
To: James Klotz
Cc: Clayton Weber; 62811_1604-068_ForestNorthPh1
Subject: Fwd: Forest North - COA Project Review & Meeting Summary 3/24/17

Below is from our meeting last week with COA.

Begin forwarded message:

From: "Salinas, Jessica" <Jessica.Salinas@austintexas.gov>
Date: March 29, 2017 at 4:56:13 PM CDT
To: Ryan Rivera <rrivera@HNTB.com>, "tevertson@wilco.org" <tevertson@wilco.org>, Christen Eschberger <ceschberger@HNTB.com>
Cc: "Rhodes, Dustin" <Dustin.Rhodes@austintexas.gov>, "Glosson, Rick" <Rick.Glosson@austintexas.gov>, "Ranzani, Aldo" <Aldo.Ranzani@austintexas.gov>, "Preslar, Phillip" <Phillip.Preslar@austintexas.gov>, "Roussel, Rustin" <Rustin.Roussel@austintexas.gov>, "Lance Parishier (lparisher@cobb fendley.com)" <lparisher@cobb fendley.com>
Subject: Forest North - COA Project Review & Meeting Summary 3/24/17

Ryan,

From our meeting last week, the City or Austin Water's position is as follows:

1. Pay App #7
 - a. **Additional AC Pipe 8" X 8" Connection** which was not included in the original design along Braeburn Glen St and Broadmead Ave
 - i. Approved this one time. Going forward, refer to general notes, the contractor shall obtain written approval from city inspector if they need to extend beyond the zone boundary or work in two zones. Any work completed that is not in the plan set or zone without prior authorization by the City, shall not be paid by the City.
 - b. **Additional LF of Trench Safety** for locations of removal and replacement of water main
 - ii. Per the specification 509, payment for Trench Safety is paid by centerline linear footage of trench. For locations where removal and replacement of water line occur within the same trench alignment, payment will be made one time per LF of trench.
2. Water Services
 - c. Water Service Corp Stop Locate
 - iii. If contractor is unable to locate the corporation, they should submit an RFI and contact the City inspector

- d. Use of HDPE vs Copper Service line
- iv. Contractor will continue to follow the direction given by the engineer for RFI 3
 - 1. Change order 1 will also be adding a new item for HDPE service line
- e. Adjustment of owner's cutoff valve and valve box
- v. When an adjustment is needed, the contractor shall only adjust the service and meter. Contractor shall not adjust anything on the property owner's side of the water meter. Austin Water's stance is for the contractor to remain following this procedure.
- f. Service Connections
 - vi. Please have contractor provide a cost proposal for "Adjusting Water Meter Box" only.
 - vii. Contractor to follow the plans and "Relocate Exist. Meter to property line..." where indicated. If unable to relocate to the property line, an RFI should be submitted and notify the inspector. The Contractor shall move the meter to the property line as indicated on the plans.
- 3. New Items
 - g. Dewater Trench, RFI #8:
 - viii. Contractor has requested payment for dewatering trench for new relocation of waterline (under RFI #8). Austin Water's stance is that it may be paid this one time and the inspector shall be contacted to confirm that groundwater was encountered. In the future, sustained flow of 350 GPM will need to be documented to ensure new change order for dewatering needs.
 - ix. In addition to the above, contractor has requested payment of \$200/day for 5 days for a total of \$1000. **Austin Water's stance is that we approve \$200/day on a day to day basis.** Our inspector needs to be present and observe groundwater.
 - h. Tapping AC pipe for Service connections
 - x. *Awaiting formal requirements from Austin Water Plan review team.*

Please let us know if you have any questions or if we need to discuss further.

Thanks,

Jessica

Eddie R. Church

From: Ryan Rivera
Sent: Monday, April 17, 2017 9:16 AM
To: paul@denucciconstructors.com; Clayton Weber
Cc: 62811_1604-068_ForestNorthPh1; nancyc@denucciconstructors.com; James Klotz; Christen Eschberger; Eddie R. Church
Subject: RE: FW: Relocation Design for RFI #8

Ok, we will add that item at the rate to the change order. The de-watering and the traffic control will be billed at 3 days.

Ryan

From: paul@denucciconstructors.com [mailto:paul@denucciconstructors.com]
Sent: Friday, April 14, 2017 10:07 AM
To: Clayton Weber <cweber@HNTB.com>
Cc: 62811_1604-068_ForestNorthPh1 <ForestNorthPh1@HNTB.com>; Ryan Rivera <rrivera@HNTB.com>; nancyc@denucciconstructors.com; James Klotz <jklotz@HNTB.com>; Christen Eschberger <ceschberger@HNTB.com>; Eddie R. Church <erchurch@HNTB.com>
Subject: RE: FW: Relocation Design for RFI #8

Ok It is just our monthly cost prorated for the 5 days added to the contract.

3200/30 x 5 = \$533.33

Paul T. DeNucci
DeNucci Constructors, LLC
8310-1 Cap Tx Hwy N. Ste 275
Austin, Texas 78731
512-335-0600
512-342-0600 fax
512-658-3986 cell
paul@denucciconstructors.com
www.denucciconstructors.com

----- Original Message -----

Subject: RE: FW: Relocation Design for RFI #8
From: Clayton Weber <cweber@HNTB.com>
Date: Fri, April 14, 2017 9:56 am
To: "paul@denucciconstructors.com" <paul@denucciconstructors.com>
Cc: 62811_1604-068_ForestNorthPh1 <ForestNorthPh1@HNTB.com>, Ryan Rivera <rrivera@HNTB.com>, "nancyc@denucciconstructors.com" <nancyc@denucciconstructors.com>, James Klotz <jklotz@HNTB.com>, "Christen Eschberger" <ceschberger@HNTB.com>, "Eddie R. Church" <erchurch@HNTB.com>

No you do not need to, we are putting the change order together with the costs mentioned in your previous email. The email did not mention a cost for the additional traffic control, so you will need to submit a cost for that item.

Eddie R. Church

From: Salinas, Jessica <Jessica.Salinas@austintexas.gov>
Sent: Tuesday, January 10, 2017 3:59 PM
To: Ryan Rivera; Rhodes, Dustin
Cc: Dawn Haggard; 62811_1604-068_ForestNorthPh1; James Klotz
Subject: RE: 1604-068 Forest North_COA Change Order #1 proposal
Attachments: SKMBT_C284e16122210100.pdf

Ryan,

Thank you for the proposed change order. This is in line with what we discussed in our last meeting. As you recall, this amount exceeds our total authorization for the project. We will need to go back to Council for additional funding. We plan to submit this item for the March 23rd Council Meeting.

NOTE: This change order is pending Council approval. Please let me know if you have any questions.

Thanks,
Jessica

From: Ryan Rivera [mailto:rrivera@HNTB.com]
Sent: Thursday, December 22, 2016 9:21 AM
To: Rhodes, Dustin <Dustin.Rhodes@austinwater.com>; Salinas, Jessica <Jessica.Salinas@austintexas.gov>
Cc: Dawn Haggard <dhaggard@HNTB.com>; 62811_1604-068_ForestNorthPh1 <ForestNorthPh1@HNTB.com>; James Klotz <jklotz@HNTB.com>
Subject: 1604-068 Forest North_COA Change Order #1 proposal

Dustin/Jessica,

I have attached the proposed change order for the AC pipe removal along with other items for your review. In the attachment you will also find the back-up information necessary to support the change order qtys. Regarding Paul's proposal, I mentioned to him that the equipment and labor will be taken off due to the overrun of existing items. He also added the qty of Trench Repair to cover the existing qty of AC pipe removal (part of which has already been paved/repared) in addition to the qty for future AC pipe removal. Let me know if you have any questions and/or if anything needs to be changed.

Thanks,

Ryan Rivera

Construction Representative

Tel (512) 527-6717

Cell (512) 677-1861

Fax (512) 248-9940

HNTB CORPORATION

101 E. Old Settlers Blvd., Suite 100, Round Rock, TX 78664 | www.hntb.com



100+ YEARS OF INFRASTRUCTURE SOLUTIONS

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 1

1. CONTRACTOR: DeNucci

2. Change Order Work Limits: Sta. _____ to Sta. _____

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

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

Project:	<u>1604-068</u>
Roadway:	<u>Forest North</u>
CSJ Number:	_____

5. Describe the work being revised:

4B: Third Party Accommodation. Third party requested work. The COA has requested additional A/C pipe be removed from the project using/overrunning existing line items. The COA will also be reimbursing the contractor for trench repair for the additional A/C pipe as well as the AC pipe already removed through a "Cut/Restore Pavement" line item.

6. Work to be performed in accordance with Items: see attached

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

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

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

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

<i>The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.</i>	
The following information must be provided	
Time Ext. #: _____	Days added on this CO: <u>30</u>
Amount added by this change order:	<u>\$127,263.94</u>
THE CONTRACTOR	Date _____
By _____	
Typed/Printed Name _____	
Typed/Printed Title _____	

RECOMMENDED FOR EXECUTION:

_____ Project Manager	_____ Date	_____ County Commissioner Precinct 1	_____ Date
		<input type="checkbox"/> APPROVED	<input type="checkbox"/> REQUEST APPROVAL
_____ N/A	_____ Date	_____ County Commissioner Precinct 2	_____ Date
_____ Design Engineer	_____ Date	<input type="checkbox"/> APPROVED	<input type="checkbox"/> REQUEST APPROVAL
_____ Program Manager	_____ Date	_____ County Commissioner Precinct 3	_____ Date
		<input type="checkbox"/> APPROVED	<input type="checkbox"/> REQUEST APPROVAL
Design Engineer's Seal:		_____ County Commissioner Precinct 4	_____ Date
		<input type="checkbox"/> APPROVED	<input type="checkbox"/> REQUEST APPROVAL
		_____ County Judge	_____ Date
		<input type="checkbox"/> APPROVED	

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 1

Project # 1604-068

TABLE A: Force Account Work and Materials Placed into Stock

	LABOR	HOURLY RATE		HOURLY RATE

TABLE B: Contract Items:

ITEM	DESCRIPTION	UNIT	UNIT PRICE	ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		OVERRUN/ UNDERRUN
				QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	
510-AW 1.5Dia	Pipe, 1.5" Diameter, Copper Type K (all depths) including Excavation and Backfill	LF	\$65.00	949.00	\$61,685.00	(475.00)	474.00	\$30,810.00	(\$30,875.00)
510-AW 1.5Dia	Pipe, 1.5" Diameter, Poly (all depths) including Excavation and Backfill	LF	\$65.00		\$0.00	475.00	475.00	\$30,875.00	\$30,875.00
1900-W4Dia	Removing Pipe, 4" Diameter, AC Pipe	LF	\$30.00	67.00	\$2,010.00	24.00	91.00	\$2,730.00	\$720.00
1900-W6Dia	Removing Pipe, 6" Diameter, AC Pipe	LF	\$32.00	703.00	\$22,496.00	563.00	1,266.00	\$40,512.00	\$18,016.00
1900-W8Dia	Removing Pipe, 8" Diameter, AC Pipe	LF	\$32.00	706.00	\$22,592.00	704.00	1,410.00	\$45,120.00	\$22,528.00
1900-W12Dia	Removing Pipe, 12" Diameter, AC Pipe	LF	\$62.00	20.00	\$1,240.00	16.00	36.00	\$2,232.00	\$992.00
1900-TR	Cut/Restore Pavement for AC pipe removal	SY	\$65.00		\$0.00	1,246.00	1,246.00	\$80,990.00	\$80,990.00
9999-001	Reimbursement to Williamson County for Waste Water service adjustment at 9518 Meadowheath	LS	\$817.94		\$0.00	1.00	1.00	\$817.94	\$817.94
0502 6001	BARRICADES, SIGNS, AND TRAFFIC HANDLING	MO	\$3,200.00	20.00	\$64,000.00	1.00	21.00	\$67,200.00	\$3,200.00
TOTALS					\$174,023.00			\$301,286.94	\$127,263.94

CHANGE ORDER PROPOSAL

Contractor: DeNucci Constructors, LLC.

Project Name: Forest North Drainage Improvements JOB #1604-068 AWW# W-2016-3212.146

Change Order Proposal Number: 3A REV 1 Date: 11/16/2016

Description:

Remove additional 1307 LF of AC Pipe. Includes Trench repair of the additional pipe and trench repair of the original 1,496 LF of contract pipe removal **

Labor:

Position	Quantity	RT Hrs	OT Hrs	RT Rate	OT Rate	Total
General Superintendent				\$49.23		\$0.00
Superintendent	1	45		\$37.18		\$1,673.10
Operators	1	45		\$20.50		\$922.50
Pipe Layers	2	45		\$17.62		\$1,585.80
Laborers	1	45		\$16.00		\$720.00
Concrete Form Setter				\$24.00		\$0.00
Concrete Finisher				\$24.00		\$0.00
Truck Driver	1	24		\$35.00		\$840.00
Surveyors				\$20.50		\$0.00
Subtotal						\$5,741.40

Material

Description	Quantity	Unit	Rate	Total
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Subtotal				\$0.00

Subcontractors/Vendors:

Description	Total
Subtotal	\$0.00

Unit Pricing

Description	Quantity	Unit	Price	Total
Trench Repair (Contract Price)	581	SY	\$65.00	\$37,765.00
Remove Additional 8" A/C Pipe (Contract Price)	1307	LF	\$32.00	\$41,824.00
Trench Repair (original Contract pipe removal)**	665	SY	\$65.00	\$43,225.00
Subtotal				\$122,814.00

Total=1,246 sys

Equipment:

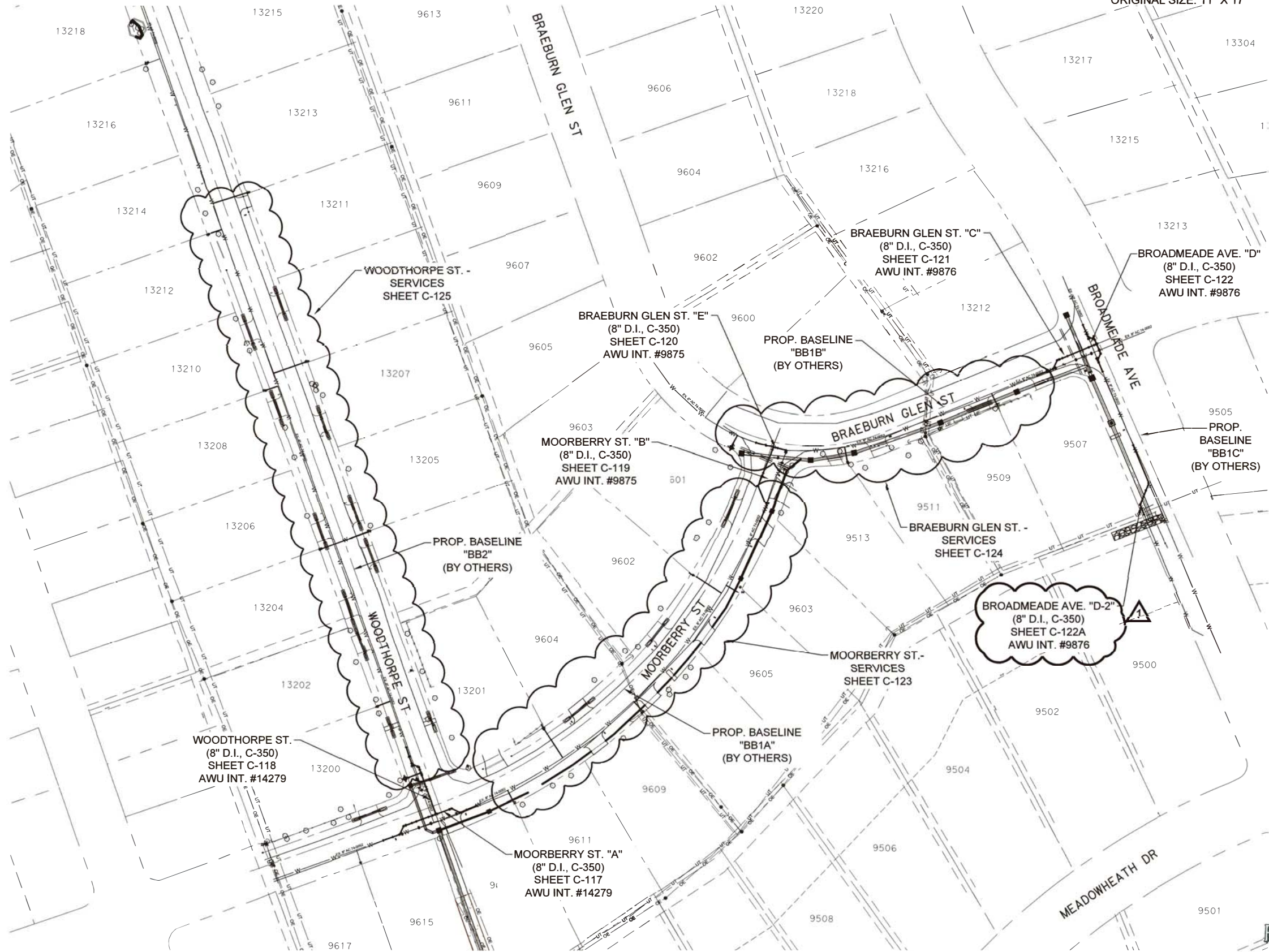
Description	Quantity	Unit	Operating Cost/Hour	Standby Rate	Total
314 Excavator	40	Hours	\$71.59		\$2,863.60
IT14G Loader	40	Hours	\$40.38		\$1,615.20
					\$0.00
					\$0.00
					\$0.00
Subtotal					\$4,478.80

1,246 / 2 = 623 sys

Labor		\$5,741.40
Labor Burden	55%	\$3,157.77
Labor P & O	15%	\$861.21
Material		\$0.00
Material P & O	15%	\$0.00
Subcontractor		\$0.00
Subcontractor P & O	5%	\$0.00
Bid Item		\$122,814.00
Equipment		\$4,478.80
Bond	1%	\$1,370.53
TOTAL		\$138,423.71

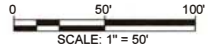
Additional days requested: 30

Dwg Info: G:\CFA\2014\0308801_Williamson_County_2013_Road_Bond\MUN\08 Forest North\DESIGN\C-114 BRAEBURN.dwg - Tab: C-114 BRAEBURN_ZONE - WATER OVERALL - Plotted: 3/13/2017 3:31 PM By: KRISTEN VAN HOOSIER



THESE PLANS WERE
ENLARGED FOR RECORD
PURPOSES.
SCALE IS 1" = 50'.
ORIGINAL SIZE: 11" X 17"

AWU GRID #G39-3 & #G39-4



GENERAL NOTES:

1. THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES THAT MIGHT BE OCCASIONED BY THE FAILURE TO EXACTLY LOCATE AND PRESERVE ALL UNDERGROUND UTILITIES. WHEN THE CONTRACTOR IS USING TRENCHLESS INSTALLATION METHODS, THE CONTRACTOR SHALL LOCATE ALL UTILITIES FOR THE ENTIRE LENGTH OF THE INSTALLATION PRIOR TO ANY ACTIVITIES.
2. CONTRACTOR TO MAINTAIN 48" MINIMUM COVER OVER PROPOSED WATER LINE IN THE STREET AND 36" IN UNPAVED AREAS. CONTRACTOR TO MAINTAIN MINIMUM 18" VERTICAL AND 5' HORIZONTAL CLEARANCE BETWEEN PROPOSED AND EXISTING UTILITIES UNLESS OTHERWISE SHOWN ON THE PLANS.
3. ANY DISCREPANCIES FROM WHAT IS SHOWN SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO BEGINNING WORK.
4. ALL WATER LINES SHALL BE DUCTILE IRON CLASS 350 AS DEFINED BY AWWA C151 AND DUCTILE IRON FITTINGS COMPLYING WITH AWWA C153 UNLESS OTHERWISE NOTED ON PLANS.
5. RESTRAIN ALL PIPE JOINTS AND FITTINGS PER SPL WW-27A.
6. CONNECTION LOCATIONS ARE APPROXIMATE. CONTRACTOR SHALL LOCATE THE EXISTING COUPLINGS ON THE AC PIPE, MAKE CONNECTIONS, AND REMOVE THE AMOUNT OF AC PIPE AS SHOWN PER DETAIL ON SHEETS C-603 - C-609.
7. CONTRACTOR SHALL ENSURE PROPOSED FIRE LINE AND SERVICE LINE MEET MINIMUM DEPTH REQUIREMENTS UNDER THE PROPOSED CHANNEL AND CULVERT IMPROVEMENTS.
8. EXISTING ASBESTOS CEMENT WATER MAIN(S) IS TO BE PROTECTED AND REMAIN IN SERVICE UNTIL THE NEW DUCTILE IRON MAIN(S) IS CONSTRUCTED, TESTED, APPROVED AND SERVICE LINES RECONNECTED AND THE NEW MAIN IS PLACED IN SERVICE.
9. EXISTING WATER SERVICE LINES AND METERS ARE TO BE PROTECTED AND REMAIN IN SERVICE UNTIL NEW SERVICE LINES ARE CONSTRUCTED, TESTED, APPROVED AND RECONNECTED AND IN SERVICE.
10. CONTRACTOR SHALL CONTACT WADE MULLIN AT THE CITY OF AUSTIN BUILDING SERVICES DEPARTMENT (512-974-7154) 3 WEEKS PRIOR TO THE PLANNED START DATE TO COORDINATE INSPECTION OF THE DISTURBANCE OF THE AC PIPE AND REMOVAL REQUIREMENTS. ALL WORK MUST CONFORM TO CITY OF AUSTIN SPECIFICATIONS SECTION 1900 OF THE PROJECT MANUAL.
11. AN APPROVED CITY OF AUSTIN ASBESTOS CONSULTING FIRM WILL NEED TO BE RETAINED TO OVERSEE THE WORK ACTIVITIES AND DOCUMENT AIR QUALITY. THE CONTRACTOR IS RESPONSIBLE TO RETAIN A LICENSED CONTRACTOR FAMILIAR WITH CITY OF AUSTIN PROCEDURES FOR ANY ACTIVITY DISTURBING THE EXISTING AC PIPE.
12. THE DEPARTMENT OF STATE HEALTH SERVICES MUST BE CONTACTED 10 DAYS PRIOR TO THE START OF ANY ABATEMENT WORK.
13. EXISTING SERVICE LINES MAY BE COPPER OR PVC PER RECORD DRAWINGS. NOTIFY ENGINEER IF OTHER MATERIAL IS IN PLACE. PROPOSED SERVICE LINE ARE TO BE INSTALLED BELOW PROPOSED DRAINAGE IMPROVEMENTS.
14. EXISTING ASBESTOS CEMENT PIPE TO BE REMOVED FROM JOINT TO JOINT. PIPE REMOVAL SHALL INCLUDE THE COST OF TRENCH AND PAVEMENT REPAIRS, AS WELL AS ALL OTHER INCIDENTALS NECESSARY TO COMPLETE THE PIPE REMOVAL.

LEGEND:

- W WATER METER
- X WATER VALVE
- FIRE HYDRANT
- WW WASTE WATER MANHOLE
- POWER POLE
- W — WATER LINE
- WW — WASTE WATER LINE
- UT — UNDERGROUND TELEPHONE
- OE — OVERHEAD ELECTRIC

REVIEWED
MAR 14 2017
Austin Water Utility

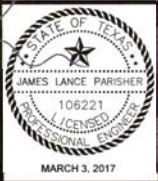
REV	NO	REVISION DESCRIPTION	APPROVED BY	DATE
		ADDED SHEET	JLP	3/13/17

CobbFendley
TYPE NO. 224 - T&E NO. 10046701
505 EAST HUNTLAND DRIVE, SUITE 100
AUSTIN, TEXAS 78752
512.834.9796 | FAX 512.834.7727
WWW.COBBFENDLEY.COM

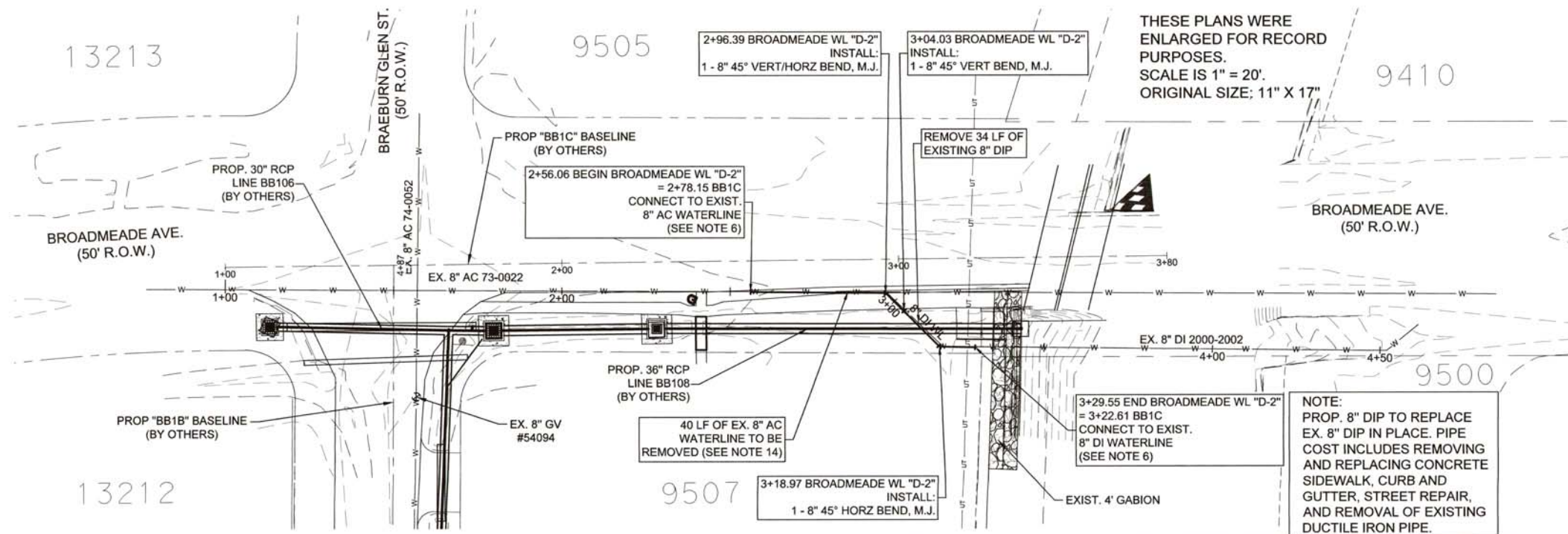
BRAEBURN_ZONE - OVERALL
FOREST NORTH UTILITY RELOCATIONS
AUSTIN, TX



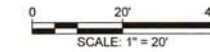
PROJ. NO. 1403-088-02-08
DESIGN: GLITTERFIELD
DRAWN: GLITTERFIELD
CHECK: J.HASTINGS
APPR: L.PARISHER
DATE: MARCH 3, 2017



THESE DESIGN DOCUMENTS ARE NOT TO BE
USED FOR CONSTRUCTION PRIOR TO
REGULATORY SIGNATURE AND PERMIT.
SHEET C-114
17 of 82



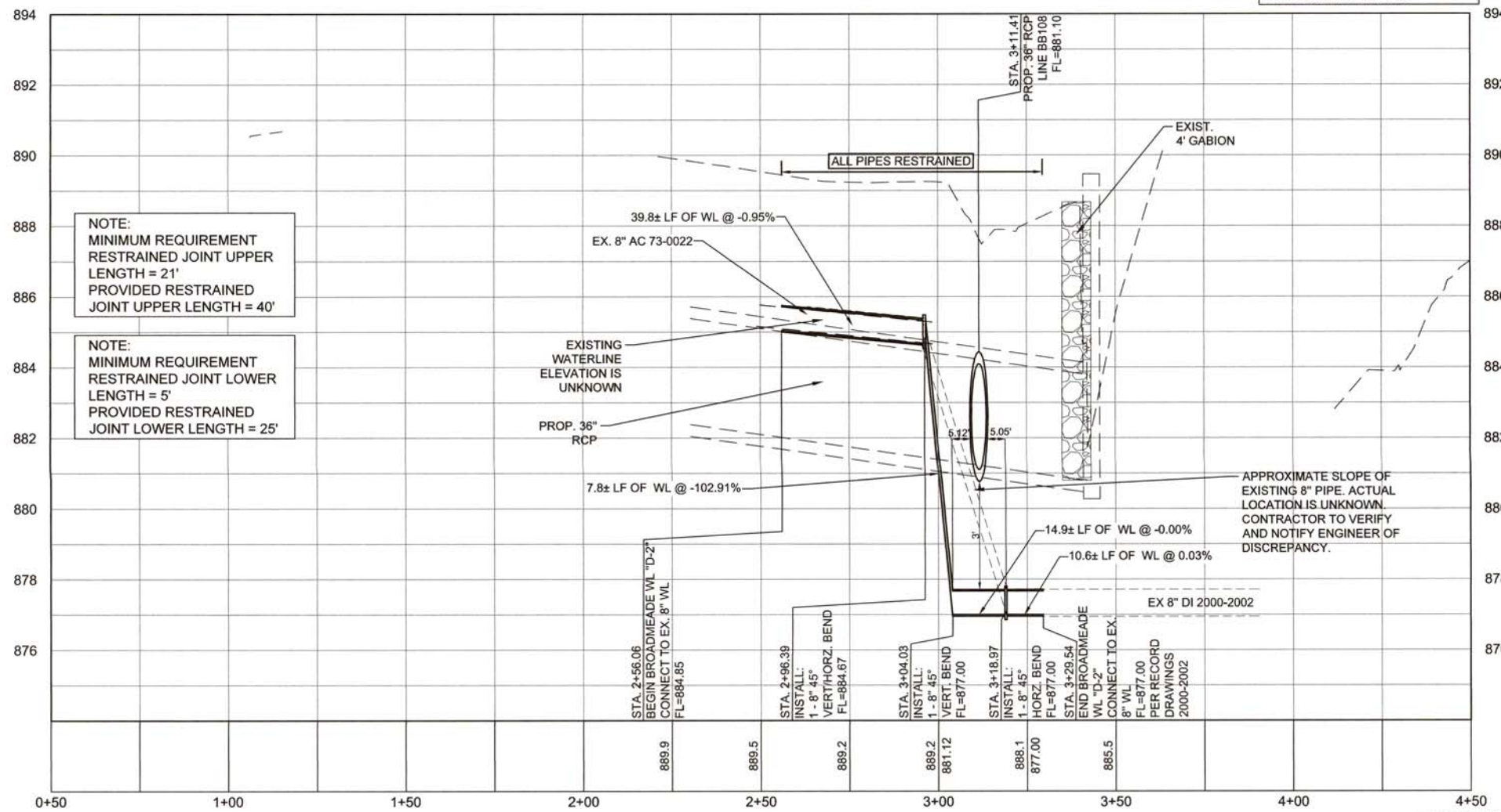
THESE PLANS WERE ENLARGED FOR RECORD PURPOSES.
SCALE IS 1" = 20'.
ORIGINAL SIZE: 11" X 17"



AWJ GRID #G39-3
AWJ INT #9876

GENERAL NOTES:

1. THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES THAT MIGHT BE OCCASIONED BY THE FAILURE TO EXACTLY LOCATE AND PRESERVE ALL UNDERGROUND UTILITIES. WHEN THE CONTRACTOR IS USING TRENCHLESS INSTALLATION METHODS, THE CONTRACTOR SHALL LOCATE ALL UTILITIES FOR THE ENTIRE LENGTH OF THE INSTALLATION PRIOR TO ANY ACTIVITIES.
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12. THE DEPARTMENT OF STATE HEALTH SERVICES MUST BE CONTACTED 10 DAYS PRIOR TO THE START OF ANY ABATEMENT WORK.
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REVIEWED

MAR 14 2017

Austin Water Utility

EXISTING	GRADE	FLOW LINE	OF PIPE	LEGEND:	
				Symbol	Description
1281.7	1258.79			⊗	WATER METER
				⊗	WATER VALVE
				⊗	FIRE HYDRANT
				⊗	WASTE WATER MANHOLE
				⊗	POWER POLE
				— W —	WATER LINE
				— WW —	WASTE WATER LINE
				— UT —	UNDERGROUND TELEPHONE
				— OE —	OVERHEAD ELECTRIC

REV	NO	REVISION DESCRIPTION	APPROVED BY	DATE
1	1	ADDED SHEET	JLP	3/13/17

CobbFendley
ENGINEERS & ARCHITECTS
104070
500 EAST LANTLAND DRIVE, SUITE 100
AUSTIN, TEXAS 78752
512.854.9788 | FAX 512.854.7727
WWW.COBBFENDLEY.COM

BROADMEADE AVE. "D-2"
- PLAN AND PROFILE
FOREST NORTH UTILITY RELOCATIONS
AUSTIN, TX

WILLIAMSON COUNTY
1848

PROJ. NO: 1403-088-02-08
DESIGN: G.LITTLEFIELD
DRAWN: G.LITTLEFIELD
CHECK: J.HASTINGS
APPR: L.PARSHER
DATE: MARCH 3, 2017



THESE DESIGN DOCUMENTS ARE NOT TO BE USED FOR CONSTRUCTION PRIOR TO REGULATORY SIGNATURE AND PERMIT.
SHEET
C-122A
25A of 82

Commissioners Court - Regular Session**42.****Meeting Date:** 05/16/2017

1603-062 CR 258 Change Order No. 6

Submitted By: Dawn Haggard, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action regarding Change Order No. 6 in the amount of \$23,780.00 for CR 258, a Road Bond Project in Commissioner Pct. 2.

Background

This Change Order provides an overrun to Item 508 Constructing Detours due to the original plans not providing enough width between the temporary detour and the proposed pavement in Phase 1. The width of the detour was also increased at box culverts to allow for a 3:1 slope and drainage between the roadways. The additional detour width enabled the addition of a 3:1 slope thus eliminating the need for Item 403 Temporary Shoring and reducing the need for Item 512 Low Profile Concrete Traffic Barrier (LPCTB) during Phase 1. Since the cost of the Temporary Shoring and LPCTB is more expensive than the additional temporary pavement, deleting those items minimizes the overall cost to the project. Item 552 Wire Fencing was eliminated because the adjacent property owners had already relocated their fences and gates prior to the beginning of construction.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments1603-062 CR 258 CO No. 6

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Dawn Haggard

Final Approval Date: 05/11/2017

Reviewed By

Wendy Coco

Date

05/11/2017 09:49 AM

Started On: 05/09/2017 05:21 PM



WILLIAMSON COUNTY, TEXAS
CHANGE ORDER NUMBER: 6

Received

APR 25 2017

1. CONTRACTOR: Chasco Constructors
2. Change Order Work Limits: Sta. 69+25 to Sta. 161+70
3. Type of Change (on federal-aid non-exempt projects): Minor (Major/Minor)
4. Reasons: 1A, 2C (3 Max. - In order of importance - Primary first)

Project:	<u>HNTB Corporation</u> <u>1603-062</u> <u>Round Rock</u>
Roadway:	<u>CR 258</u>
CSJ Number:	

5. Describe the work being revised:

1A: Design Error or Omission. Incorrect PS&E. This Change Order documents the quantity/cost overrun to existing bid Item 508 Constructing Detours. **2C: Differing Site Conditions. New development (conditions changing after PS&E).** This change order also includes the deletion of existing bid items; Item 403 Temporary Shoring, Item 552 Wire Fencing and Gate because these items will not be used on the project and a reduction in quantity for Item 512 Port Concrete Traffic Barrier, Ty 1 and 2.

6. Work to be performed in accordance with Items: See Attached.
 7. New or revised plan sheet(s) are attached and numbered: N/A
 8. New Special Provisions/Specifications to the contract are attached: ☐ Yes ☒ No
 9. New Special Provisions to Item N/A No. N/A, Special Specification Item N/A are attached.
- Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.

The following information must be provided

Time Ext. #: N/A Days added on this CO: 0

Amount added by this change order: \$23,780.00

THE CONTRACTOR

Date 4-24-17

By

Typed/Printed Name

Typed/Printed Title

Pm

RECOMMENDED FOR EXECUTION:

Project Manager

Date

N/A
Design Engineer

Date

Program Manager

Date

Design Engineer's Seal:

County Commissioner Precinct 1

Date

☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 2

Date

☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 3

Date

☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 4

Date

☐ APPROVED ☐ REQUEST APPROVAL

County Judge

Date

☐ APPROVED

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 6

Project # 1603-062

TABLE A: Force Account Work and Materials Placed into Stock

	LABOR	HOURLY RATE			HOURLY RATE

TABLE B: Contract Items:

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
403-6001	TEMPORARY SPL SHORING	SF	\$13.00	5,521.00	\$71,773.00	(5,521.00)	0.00	\$0.00	(\$71,773.00)
508-6001	CONSTURCTING DETOURS	SY	\$67.00	6,004.00	\$402,268.00	2,779.00	8,783.00	\$588,461.00	\$186,193.00
512-6033	PORT CTB (MOVE)(LOW PROF)(TY 1)	LF	\$6.00	220.00	\$1,320.00	(200.00)	20.00	\$120.00	(\$1,200.00)
512-6034	PORT CTB (MOVE)(LOW PROF)(TY 2)	LF	\$6.00	80.00	\$480.00	(40.00)	40.00	\$240.00	(\$240.00)
552-6001	WIRE FENCE (TY A)	LF	\$9.00	4,000.00	\$36,000.00	(4,000.00)	0.00	\$0.00	(\$36,000.00)
552-6002	WIRE FENCE (TY B)	LF	\$10.50	2,000.00	\$21,000.00	(2,000.00)	0.00	\$0.00	(\$21,000.00)
552-6006	GATE (TY 2)	EA	\$1,400.00	23.00	\$32,200.00	(23.00)	0.00	\$0.00	(\$32,200.00)
TOTALS					\$565,041.00			\$588,821.00	\$23,780.00

CHANGE ORDER REASON(S) CODE CHART

1. Design Error or Omission	1A. Incorrect PS&E 1B. Other
2. Differing Site Conditions (unforeseeable)	2A. Dispute resolution (expense caused by conditions and/or resulting delay) 2B. Unavailable material 2C. New development (conditions changing after PS&E completed) 2D. Environmental remediation 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9) 2F. Site conditions altered by an act of nature 2G. Unadjusted utility (unforeseeable) 2H. Unacquired Right-of-Way (unforeseeable) 2I. Additional safety needs (unforeseeable) 2J. Other
3. County Convenience	3A. Dispute resolution (not resulting from error in plans or differing site conditions) 3B. Public relations improvement 3C. Implementation of a Value Engineering finding 3D. Achievement of an early project completion 3E. Reduction of future maintenance 3F. Additional work desired by the County 3G. Compliance requirements of new laws and/or policies 3H. Cost savings opportunity discovered during construction 3I. Implementation of improved technology or better process 3J. Price adjustment on finished work (price reduced in exchange for acceptance) 3K. Addition of stock account or material supplied by state provision 3L. Revising safety work/measures desired by the County 3M. Other
4. Third Party Accommodation	4A. Failure of a third party to meet commitment 4B. Third party requested work 4C. Compliance requirements of new laws and/or policies (impacting third party) 4D. Other
5. Contractor Convenience	5A. Contractor exercises option to change the traffic control plan 5B. Contractor requested change in the sequence and/or method of work 5C. Payment for Partnering workshop 5D. Additional safety work/measures desired by the contractor 5E. Other
6. Untimely ROW/Utilities	6A. Right-of-Way not clear (third party responsibility for ROW) 6B. Right-of-Way not clear (County responsibility for ROW) 6C. Utilities not clear 6D. Other

Williamson County Road Bond Program

CR 258

Williamson County Project No. 1603-062

Change Order No. 6

Reason for Change

This change order documents the quantity/cost overrun to existing bid Item 508 Constructing Detours, the deletion of the quantity in existing bid Item 403 Temporary Shoring, Items 552 Wire Fence Ty A, Ty B and Gate Ty 2 because these items will not be used on the project. There will also be a reduction in quantity for Item 512 Port Concrete Traffic Barrier Type 1 and 2 (Low Profile Concrete Traffic Barrier, LPCTB).

Item 508 Constructing Detours was overrun because the original plans and quantity did not provide enough width between the temporary detour and the proposed pavement shown in Phase 1. This occurred in various locations along the length of the project. The width of the detour was also increased at the box culverts to allow width for a 3:1 slope and drainage between the roadways. The additional width at the box culverts for the 3:1 slope eliminated the need for Item 403 Temporary Shoring and reduced the need for Item 512 Low Profile Concrete Traffic Barrier during Phase 1, which results in a cost savings. Since the cost of the Temporary Shoring and LPCTB is more expensive than the additional temporary pavement, deleting these items minimizes the overall cost to the project. The Item 552 Wire Fencing items were not needed because the adjacent property owners had already relocated their fences and gates prior to the beginning of construction.

This Change Order results in a net increase of \$23,780.00 to the Contract amount, for an adjusted Contract total of \$5,981,016.27. The original Contract amount was \$5,808,856.58. As a result of this and all Change Orders to-date, \$172,159.69 has been added to the Contract, resulting in an 3.0% net increase in the Contract cost. No additional days will be added to or deducted from the Contract because of this Change Order.

HNTB Corporation

James Klotz, P.E.

Commissioners Court - Regular Session**43.****Meeting Date:** 05/16/2017

Prime Strategies Agreement for Engineering Services for the Long Range Transportation Plan Corridor Program

Submitted For: Robert Daigh**Submitted By:** Sarah Ramos, Unified Road System**Department:** Unified Road System**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on new Agreement for Engineering Services with Prime Strategies, Inc. to provide General Engineering Consultant – Program Management and Planning & Design Services for the Long Range Transportation Plan Corridor Program.

Background

Fiscal Impact

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

Attachments

PSI-LTPCorridorProgram-Contract-05102017

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Sarah Ramos

Final Approval Date: 05/11/2017

Reviewed By

Wendy Coco

Date

05/11/2017 11:39 AM

Started On: 05/11/2017 11:03 AM

AGREEMENT FOR ENGINEERING SERVICES

(General Engineering Consultant (GEC) -
Program Management, Planning & Design Services)

THIS AGREEMENT FOR ENGINEERING SERVICES ("Agreement") is made and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, whose offices are located at 710 Main Street, Suite 101, Georgetown, Texas, 78626 (hereinafter referred to as "County"), and Prime Strategies, Inc. ("PSI"), whose offices are located at Prime Strategies, Inc., 1508 South Lamar Blvd., Austin, Texas 78704, and such Agreement is for the purposes set forth herein below.

RECITALS:

WHEREAS, County intends to construct various road and drainage projects as a part of the Long Range Transportation Plan (LTP) Corridor Program (the "Project"); and,

WHEREAS, County requires certain General Engineering Consultant (GEC) - Program Management, Planning & Design Services for the LTP Corridor Program road and drainage projects in connection with the Project; and,

WHEREAS, PSI is prepared to provide the above mentioned services.

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable considerations, and the covenants and agreements hereinafter contained to be kept and performed by the respective parties hereto, it is agreed as follows:

ARTICLE 1 - EFFECTIVE DATE AND TERM

The effective date of this Agreement shall be January 27, 2017. PSI is expected to complete the Services described herein in accordance with the Work Authorizations described herein below. If PSI does not perform the Services in accordance with each applicable Work Authorization, then County shall have the right to terminate this Agreement as set out below. So long as the County elects not to terminate this Agreement, it shall continue from day to day until such time as the Services are completed in accordance with each applicable Work Authorization.

ARTICLE 2 -WORK AUTHORIZATIONS

County will prepare and issue Work Authorizations to authorize PSI to perform one or more tasks of the Services in relation to a particular assignment. . For each particular assignment, Work Authorizations shall describe the parties' mutual agreement on the scope of the Services, schedule, compensation and other particulars as stated therein. Work Authorizations shall be in the general form shown in attached **Exhibit A**. Work Authorizations are binding only after acceptance and execution by duly authorized representatives of both parties. Each Work Authorization shall govern the parties' rights and obligations with respect to each assignment, but

all within the framework of this Agreement. The amount payable for a Work Authorization shall be supported by the estimated cost of the Services as described in the Work Authorization. The Work Authorization will not waive PSI's responsibilities and obligations established in this Agreement.

ARTICLE 3 - SCOPE OF SERVICES

The Scope of Services that PSI shall provide under this Agreement is set forth in the attached **Exhibit B** (the "Services"). During the term of this Agreement, the Services to be provided for each particular assignment shall be specifically described in Section A (Scope of Services) of each Work Authorization.

ARTICLE 4 - SCHEDULE

PSI shall exercise its reasonable efforts to perform the Services of an applicable Work Authorization within the time frame set forth in Section B (Schedule) of each Work Authorization; provided, however, PSI understands and agrees that time is of the essence and that any failure of PSI to complete the Services within the agreed work schedule set out in the applicable Work Authorization may constitute a material breach of this Agreement. PSI shall notify County in writing as soon as possible if it determines, or reasonably anticipates, that the Services will not be completed in accordance with an applicable Work Authorization. PSI shall be fully responsible for its delays or for failures to use its reasonable efforts in accordance with the terms of this Agreement and the PSI's standard of performance as defined herein. Where damage is caused to County due to PSI's negligent failure to perform, County may accordingly withhold, to the extent of such damage, PSI's payments hereunder without waiver of any of County's additional legal rights or remedies. However, PSI shall not be liable for damage that is caused to County due to no fault of PSI and time for PSI's performance may be extended by County.

ARTICLE 5 - COMPENSATION; EXPENSES AND PAYMENT

A. County shall pay and PSI agrees to accept compensation for the Services performed and to be performed under this Agreement based on the Rate Schedule set forth in the attached **Exhibit C**. The Compensation Cap for this contract is \$2.0 million. Section C (Compensation) of each Work Authorization shall set forth the compensation to be paid to PSI for that particular assignment. .

B. PSI shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the Services under this Agreement in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit D**. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and comply with the Williamson County Vendor Reimbursement Policy. The copies of the provider's invoice must evidence the actual costs billed to PSI without mark-up.

C. Payments to PSI shall be made while Services are in progress. PSI shall prepare and submit to the Williamson County Auditor, not more frequently than once per month, a progress report. Such progress report shall state the percentage of completion of Services accomplished for an applicable Work Authorization during that billing period and to date. This submittal shall also include a progress assessment report in a form acceptable to the Williamson County Auditor. Simultaneous with submission of such progress report, PSI shall prepare and submit one (1) original of a certified invoice in a form acceptable to the County Auditor. All invoices submitted to the Williamson County Auditor must, at a minimum, be accompanied by an original complete

packet of supporting documentation and time sheets detailing hours worked by staff persons with a description of the work performed by such persons. For Additional Services performed pursuant to this Agreement, a separate invoice or itemization of the Additional Services must be presented with the same aforementioned requirements.

Payments shall be made by County based upon Services actually provided and performed. Upon timely receipt and approval of each statement, County shall make a good faith effort to pay the amount which is due and payable within thirty (30) days of the County Auditor's receipt. County reserves the right to withhold payment pending verification of satisfactory Services performed. PSI has the responsibility to submit proof to County, adequate and sufficient in its determination, that tasks of an applicable Work Authorization were completed. The certified statements shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current statement. Final payment does not relieve PSI of the responsibility of correcting any errors and/or omissions resulting from its negligence.

D. County's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date 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 County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

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

ARTICLE 6 - COUNTY'S RESPONSIBILITIES

A. County shall be responsible for all matters described in Section D (County's Responsibilities) of each Work Authorization. In addition, County shall perform and provide the following in a timely manner so as not to delay the Services of PSI:

- (1) Place at PSI's disposal all available information pertinent to the Project, including previous reports, drawings, specifications or any other data as may be reasonably required by PSI to perform its Services.
- (2) Give prompt written notice to PSI whenever County becomes aware of any development that affects the scope or timing of PSI's Services, or any defect in the Services of PSI.
- (3) Advise PSI of the identity and scope of services of any independent consultants retained by County to provide services in regard to the Project.

B. County hereby represents that it owns the intellectual property rights in any plans, documents or other materials provided by County to PSI. If County does not own the intellectual property rights in such plans, documents or other materials, prior to providing same to PSI, County shall

obtain a license or right to use, including the right to sublicense to PSI. County hereby grants PSI the right to use the intellectual property associated with plans, documents or other materials it owns or has the right to use for the limited purpose of performing the Services. County represents that PSI's use of such documents will not infringe upon any third parties' rights and County will indemnify and protect PSI from any infringement claims arising from PSI's use of any plans, documents or other materials provided to PSI in the performance of its Services hereunder.

ARTICLE 7 - STANDARD OF CARE

The standard of care for all professional engineering, consulting and related services performed or furnished by PSI and its employees under this Agreement will be the care and skill ordinarily used by members of PSI's profession practicing under the same or similar circumstances at the same time and in the same locality.

ARTICLE 8 - INDEMNIFICATION AND LIABILITY

A. EXCEPT FOR EXPENSES OR LIABILITIES ARISING FROM THE NEGLIGENCE OR INTENTIONAL ACTS OF THE COUNTY, PSI HEREBY EXPRESSLY AGREES TO INDEMNIFY AND HOLD THE COUNTY AND ITS OFFICERS, AGENTS, OFFICIALS, REPRESENTATIVES AND EMPLOYEES HARMLESS AGAINST ANY AND ALL EXPENSES AND LIABILITIES ARISING OUT OF THE NEGLIGENT PERFORMANCE, ACTION OR INACTION OF PSI IN CONDUCT OF THIS AGREEMENT.

FOR MATTERS OTHER THAN THOSE ARISING FROM THE RENDERING OR FAILURE TO RENDER PROFESSIONAL SERVICES, PSI EXPRESSLY AGREES TO THE EXTENT THAT THERE IS A CASUAL RELATIONSHIP BETWEEN ITS NEGLIGENCE, ACTION OR INACTION, OR THE NEGLIGENCE, ACTION OR INACTION OF ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY OR INDIRECTLY EMPLOYED BY PSI AND ANY DAMAGE, LIABILITY, INJURY, LOSS OR EXPENSE (WHETHER IN CONNECTION WITH BODILY INJURY OR DEATH OR PROPERTY DAMAGE) THAT IS SUFFERED BY THE COUNTY AND/OR ITS OFFICERS OR EMPLOYEES OR BY ANY MEMBER OF THE PUBLIC, TO INDEMNIFY AND SAVE THE COUNTY AND ITS OFFICERS AND EMPLOYEES HARMLESS AGAINST ANY AND ALL LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS, AND EXPENSES ARISING OUT OF THE NEGLIGENCE, ACTION OR INACTION OF PSI. THIS PROMISE TO INDEMNIFY SHALL INCLUDE, WITHOUT LIMITATION, BODILY INJURIES OR DEATH OCCURRING TO PSI'S EMPLOYEES AND ANY PERSON, DIRECTLY OR INDIRECTLY EMPLOYED BY PSI (INCLUDING WITHOUT LIMITATION ANY EMPLOYEE OF ANY SUBCONTRACTOR/SUBCONSULTANT).

FOR MATTERS ARISING OUT OF THE RENDERING OR FAILURE TO RENDER PROFESSIONAL SERVICES, PSI WILL INDEMNIFY AND SAVE THE COUNTY AND ITS OFFICERS AND EMPLOYEES HARMLESS FROM AND AGAINST ALL LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARISING OUT OF OR RESULTING FROM ANY NEGLIGENT ACT. SUCH COSTS ARE TO INCLUDE, WITHOUT LIMITATION, DEFENSE, SETTLEMENT AND REASONABLE ATTORNEYS' FEES INCURRED BY THE COUNTY AND ITS OFFICERS AND/OR EMPLOYEES. THIS PROMISE TO INDEMNIFY SHALL INCLUDE, WITHOUT LIMITATION, BODILY INJURIES OR DEATH OCCURRING TO PSI'S EMPLOYEES AND ANY PERSON, DIRECTLY OR INDIRECTLY EMPLOYED BY PSI (INCLUDING WITHOUT LIMITATION ANY EMPLOYEE OF ANY SUBCONTRACTOR/SUBCONSULTANT), THE COUNTY'S OFFICERS OR EMPLOYEES, THE EMPLOYEES OF ANY OTHER INDEPENDENT CONTRACTORS, OR OCCURRING TO ANY MEMBER OF THE PUBLIC. WHEN THE COUNTY SUBMITS NOTICE, PSI SHALL PROMPTLY DEFEND ANY AFOREMENTIONED ACTION.

THE LIMITS OF INSURANCE REQUIRED IN THIS AGREEMENT AND/OR CONTRACT DOCUMENTS SHALL NOT LIMIT PSI'S OBLIGATIONS UNDER THIS SECTION. THE TERMS AND CONDITIONS CONTAINED IN

THIS SECTION SHALL SURVIVE THE TERMINATION OF THE AGREEMENT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF THE COUNTY OR THIRD PARTIES FOR WHOM PSI IS NOT LEGALLY LIABLE, PSI'S OBLIGATIONS SHALL BE REDUCED IN PROPORTION TO THE COUNTY'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY THE COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

B. To the fullest extent permitted by law, neither party shall be liable to the other party for any consequential damages resulting in any way from the performance of this Agreement.

C. The terms and conditions of this Article shall survive completion of the Services, or any termination of this Agreement.

ARTICLE 9 - INSURANCE

A. Coverage Limits. PSI, at PSI's sole cost, shall purchase and maintain during the entire term, while this Agreement is in effect, the following insurance:

1. Worker's Compensation in accordance with statutory requirements.
2. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate. WILLIAMSON COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.
3. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of \$500,000.00 per occurrence and \$1,000,000.00 in the aggregate.

B. Additional Insureds; Waiver of Subrogation. County, its directors, officers and employees shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where County, its directors, officers and employees are additional insureds, such insurance shall be primary and any insurance maintained by County shall be excess and not contribute with it, and PSI and its insurer(s) waive their rights of subrogation against County.

C. Premiums and Deductible. PSI shall be responsible for payment of premiums for all of the insurance coverages required under this section. PSI further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which PSI is responsible hereunder, PSI shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over \$50,000 in PSI's insurance must be declared and approved in writing by County in advance.

D. Commencement of Work. PSI shall not commence any field work under this Agreement until it has obtained all required insurance and such insurance has been approved by County. As further set out below, PSI shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Agreement until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of PSI hereunder.

E. Insurance Company Rating. The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A- rating, as

reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued.

F. Certification of Coverage. PSI shall furnish County with a certification of coverage issued by the insurer. PSI shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, PSI shall also notify County, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**

G. No Arbitration. It is the intention of the County and agreed to and hereby acknowledged by PSI, that no provision of this Agreement shall be construed to require the County to submit to mandatory arbitration in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required under this Agreement and/or Exhibits which absolutely requires arbitration of such claim, or as otherwise required by law or a court of law with jurisdiction over the provisions of this Agreement.

H. Subcontractor/Subconsultant's Insurance. Without limiting any of the other obligations or liabilities of PSI, PSI shall require each subcontractor/subconsultant performing work under this Agreement (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of this Agreement, at the subcontractor/subconsultant's own expense, the same stipulated minimum insurance required in this Article above, including the required provisions and additional policy conditions as shown below in this Article.

PSI shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. PSI must retain the certificates of insurance for the duration of this Agreement, and shall have the responsibility of enforcing these insurance requirements among its subcontractor/subconsultants. County shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

I. Insurance Policy Endorsements. Each insurance policy shall include the following conditions by endorsement to the policy:

1. County shall be notified thirty (30) days prior to the expiration, cancellation, non-renewal or any material change in coverage, and such notice thereof shall be given to County by certified mail to:

Williamson County Auditor
c/o: Pam Navarrette
710 Main Street, Suite 301
Georgetown, Texas 78626

2. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

J. Cost of Insurance. The cost of all insurance required herein to be secured and maintained by PSI shall be borne solely by PSI, with certificates of insurance evidencing such minimum coverage in force to be filed with County. Such Certificates of Insurance are evidenced as **Exhibit E** herein entitled "Certificates of Insurance."

ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY

A. PSI shall not be responsible for (a) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project; (b) the failure of any contractor, subcontractor, vendor, or other Project participant, not under contract to PSI, to fulfill contractual responsibilities to County or to comply with federal, state, or local laws, regulations, and codes; or (c) procuring permits, certificates, and licenses required for any construction unless such procurement responsibilities are specifically assigned to PSI in a Work Authorization.

B. In the event the County requests PSI to execute any certificates or other documents, the proposed language of such certificates or documents shall be submitted to PSI for review at least 15 days prior to the requested date of execution. PSI shall not be required to execute any certificates or documents that in any way would, in PSI's sole judgment, (a) increase PSI's legal or contractual obligations or risks; (b) require knowledge, services or responsibilities beyond the scope of this Agreement; or (c) result in PSI having to certify, guarantee or warrant the existence of conditions whose existence PSI cannot ascertain.

ARTICLE 11 - OPINIONS OF COST AND SCHEDULE

Because PSI has no control over the cost of labor, materials, or equipment furnished by others, or over the resources provided by others to meet Project schedules, PSI's opinion of probable costs and of Project schedules, if any, shall be made on the basis of experience and qualifications as a practitioner of its profession. PSI does not guarantee that proposals, bids, or actual Project costs will not vary from PSI's cost estimates or that actual schedules will not vary from PSI's projected schedules.

ARTICLE 12 – REUSE AND OWNERSHIP OF DOCUMENTS

All documents, including but not limited to drawings, specifications, tracings, drawings, estimates, specifications, investigations, studies, other documents, completed or partially completed and data or programs stored electronically, (hereinafter referred to as "PSI's Work Products") prepared by PSI and its subcontractors/subconsultants are related exclusively to the services described in this Agreement and are intended to be used with respect to this Project. PSI's Work Products shall be the property of County to be thereafter used in any lawful manner as County elects. Any such subsequent use made of documents by County shall be at County's sole risk and without liability to PSI.

By execution of this Agreement and in confirmation of the fee for services to be paid under this Agreement, PSI hereby conveys, transfers and assigns to County all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in PSI's Work Products developed under this Agreement. Copies may be retained by PSI. PSI shall be liable to County for any loss or damage to any such documents while they are in the possession of or while being worked upon by PSI or anyone connected with PSI, including agents, employees, engineers or subcontractors/subconsultants. All documents so lost or damaged shall be replaced or restored by PSI without cost to County.

Upon execution of this Agreement, PSI grants to County permission to reproduce PSI's Work Products for purposes of the Project, provided that County shall comply with its obligations,

including prompt payment of all sums when due, under this Agreement. PSI shall obtain similar permission from PSI's subcontractors/subconsultants consistent with this Agreement. If and upon the date PSI is adjudged in default of this Agreement, County is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the work and documents for the purposes of completing, using and maintaining the Project.

County shall not assign, delegate, sublicense, pledge or otherwise transfer any permission granted herein to another party without the prior written contract of PSI. However, County shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of PSI's Work Products appropriate to and for use in their execution of the Work. Submission or distribution of PSI's Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of PSI's Work Products shall be at County's sole risk and without liability to PSI and its engineers.

Prior to PSI providing to County any PSI's Work Products in electronic form or County providing to PSI any electronic data for incorporation into PSI's Work Products, County and PSI shall by separate written contract set forth the specific conditions governing the format of such PSI's Work Products or electronic data, including any special limitations not otherwise provided in this Agreement. Any electronic files are provided by PSI for the convenience of County, and use of them is at County's sole risk. In the case of any defects in electronic files or any discrepancies between them and any hardcopy of the same documents prepared by PSI, the hardcopy shall prevail. Only printed copies of documents conveyed by PSI shall be relied upon.

PSI shall have no liability for changes made to PSI's Work Products by other engineers subsequent to the completion of the Project. Any such change shall be sealed by the engineer making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 13 - NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED

A. Non-collusion. PSI warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for PSI, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or engineer any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, County reserves and shall have the right to annul this Agreement without liability or, in its discretion and at its sole election, to deduct from the contract price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

B. Debarment Certification. PSI must sign the Debarment Certification enclosed herewith as **Exhibit F**.

C. Financial Interest Prohibited. PSI covenants and represents that PSI, its officers, employees, agents, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required for the construction of the Project.

ARTICLE 14 - VIOLATION OF AGREEMENT TERMS/BREACH; TERMINATION AND SUSPENSION

A. Violation of Agreement Terms/Breach. Violation of the terms of this Agreement or breach of contract by PSI shall be grounds for termination of this Agreement, and any increased costs arising from PSI's default, breach of contract, or violation of this Agreement's terms shall be paid by PSI.

B. Termination. This Agreement may be terminated as set forth below:

1. By mutual agreement and consent, in writing, of both parties.
2. By County, by notice in writing to PSI, as a consequence of failure by PSI to perform the Services set forth herein in a satisfactory manner.
3. By either party, upon the failure of the other party to fulfill its obligations as set forth herein.
4. By County, for reasons of its own and not subject to the mutual consent of PSI, upon not less than thirty (30) days' written notice to PSI.
5. By satisfactory completion of all Services and obligations described herein.

Should County terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to PSI. In determining the value of the Services performed by PSI prior to termination, County shall be the sole judge. Compensation for Services at termination will be based on a percentage of the Services completed at that time. Should County terminate this Agreement under Subsection (4) immediately above, then the amount charged during the thirty-day (30) notice period shall not exceed the amount charged during the preceding thirty (30) days.

If PSI defaults in the performance of this Agreement or if County terminates this Agreement for fault on the part of PSI, then County shall give consideration to the actual costs incurred by PSI in performing the Services to the date of default, the amount of Services required which was satisfactorily completed to date of default, the value of the Services which are usable to County, the cost to County of employing another firm to complete the Services required and the time required to do so, and other factors which affect the value to County of the Services performed at the time of default.

The termination of this Agreement and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Agreement. If the termination of this Agreement is due to the failure of PSI to fulfill its contractual obligations, then County may take over the Project and prosecute the Services to completion. In such case, PSI shall be liable to County for any additional and reasonable costs incurred by County.

PSI shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by PSI in support of the Services under this Agreement.

C. Suspension. County may suspend performance of this Agreement for County's convenience upon written notice to PSI. PSI shall suspend performance of the Services on a schedule acceptable to County, and County shall pay PSI for all the Services performed plus suspension expenses. Upon restart of suspended Services, an equitable adjustment shall be made to PSI's compensation and the Project schedule.

D. The provisions of this Article shall also apply to each individual Work Authorization, separate and apart from any other Work Authorizations, and without terminating or otherwise affecting this

Agreement as a whole.

ARTICLE 15 - DELAY IN PERFORMANCE

A. Neither County nor PSI shall be considered in default of this Agreement or any Work Authorization for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and delay in or inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either County or PSI under this Agreement or any Work Authorization. PSI shall be granted a reasonable extension of time for any delay in its performance caused by any such circumstances.

B. Should such circumstances occur, the nonperforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance.

ARTICLE 16 - PROJECT TEAM

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

Robert B. Daigh, P.E.
Sr. Director of Infrastructure
Williamson County Department of Infrastructure
3151 S. E. Inner Loop,
Georgetown, Texas 78626

County shall have the right, from time to time, to change the County's Designated Representative by giving PSI written notice thereof. With respect to any action, decision or determination which is to be taken or made by County under this Agreement, the County's Designated Representative may take such action or make such decision or determination or shall notify PSI in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Agreement, in which case, actions taken by the County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the County's Designated Representative shall be binding on County; *provided, however*, the County's Designated Representative shall not have any right to execute, modify, amend or terminate this Agreement, an executed Work Authorization, an executed Supplemental Work Authorization or executed amendment to this Agreement unless otherwise granted such authority by the Williamson County Commissioners Court.

PSI's Designated Representative for purposes of this Agreement is as follows:

Prime Strategies, Inc.
Attn: Michael Weaver

1508 South Lamar Blvd.
Austin, Texas 78704

PSI shall have the right, from time to time, to change PSI's Designated Representative by giving County written notice thereof. With respect to any action, decision or determination which is to be taken or made by PSI under this Agreement, PSI's Designated Representative may take such action or make such decision or determination or shall notify County in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by PSI's Designated Representative on behalf of PSI shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Agreement, in which case, actions taken by PSI's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by PSI's Designated Representative shall be binding on PSI. PSI's Designated Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations and amendments of this Agreement on behalf of PSI.

ARTICLE 17 - NOTICES

A. Any notice required by this Agreement shall be made in writing to the address specified below:

County: Williamson County Judge
710 Main Street, Suite 101
Georgetown, Texas 78626

With copy to: Robert B. Daigh, P.E.
Sr. Director of Infrastructure
Williamson County Department of Infrastructure
3151 S. E. Inner Loop,
Georgetown, Texas 78626

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

and to: County Auditor
Williamson County
710 Main Street, Suite 301
Georgetown, Texas 78626

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

B. Nothing contained in this Article shall be construed to restrict the transmission of routine

communications between representatives of County and PSI.

ARTICLE 18 - DISPUTES

A. In the event of a dispute between County and PSI arising out of or related to this Agreement, or any Work Authorization, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. If the parties cannot thereafter resolve the dispute, each party shall nominate a senior officer of its management to meet to resolve the dispute by direct negotiation or mediation.

B. If the parties' senior officers are unable to resolve the dispute within thirty (30) days following the date in which the senior officers meet, and if a party wishes to pursue the claim subject of the dispute, such claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Agreement, shall be selected by agreement of the parties and serve as the mediator. Any mediation under this Agreement shall be conducted in Williamson County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction. This provision shall survive the termination of the Agreement.

C. During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder.

ARTICLE 19 - EQUAL EMPLOYMENT OPPORTUNITY

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

1. Compliance with Regulations. PSI shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

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

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

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

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

- a. withholding of payments to PSI under the contract until PSI complies, and/or;
- b. cancellation, termination or suspension of the Agreement, in whole or in part.

6. **Incorporation of Provisions.** PSI shall include the provisions of Subsections (1) through (6) above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. PSI shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor/subconsultant or supplier as a result of such direction, PSI may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, PSI may request the United States to enter into such litigation to protect the interests of the United States.

B. PSI hereby affirms its support of affirmative action and that it abides by the provisions of the "Equal Opportunity Clause" of Section 202 of Executive Order 11246 and other applicable laws and regulations. PSI affirms its policy to recruit and hire employees without regard to race, age, color, religion, sex, sexual preference/orientation, marital status, citizen status, national origin or ancestry, presence of a disability or status as a Veteran of the Vietnam era or any other legally protected status. It is PSI's policy to treat employees equally with respect to compensation, advancement, promotions, transfers and all other terms and conditions of employment.

C. PSI further affirms completion of applicable governmental employer information reports including the EEO-1 and VETS-100 reports, and maintenance of a current Affirmative Action Plan as required by Federal regulations.

ARTICLE 20 - CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

A. Contract Documents. The Contract Documents consist of this Agreement, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Agreement), any fully executed Work Authorizations; any fully executed Supplemental Work Authorizations and all fully executed amendments of this Agreement (as defined herein in Article 14) which are subsequently issued. These form the entire contract, and all are as fully a part of this Agreement as if attached to this Agreement or repeated herein.

B. Project Documents. In addition to any other pertinent and necessary Project documents, the following documents shall be used in the development of the Project:

1. TxDOT 2011 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions
2. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2004 (English units)
3. National Environmental Policy Act (NEPA)
4. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective April 4, 1994, including latest revisions
5. Americans with Disabilities Act (ADA) Regulations
6. U.S. Army Corps Regulations
7. International Building Code, current edition as updated
8. Williamson County Design Criteria & Project Development Manual, latest edition
9. Williamson County Multi-Corridor Transportation Plan Project Level Environmental Review and Compliance Protocol, latest edition
10. Williamson County Protocol for Sustainable Roadsides, latest edition
11. TxDOT Bridge Design Manual - LRFD, latest edition
12. TxDOT Geotechnical Manual, latest edition

ARTICLE 21 - GENERAL PROVISIONS

A. Waiver. A waiver by either County or PSI of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

B. Severability. The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement or any Work Authorization. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if it did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

C. Successors and Assigns. County and PSI each binds itself and its successors, executors,

administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners, to the other party to this Agreement and to the successors, executors, administrators, permitted assigns, legal representatives, and partners of such other party in respect to all provisions of this Agreement.

D. Assignment. Neither County nor PSI shall assign any rights or duties under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, PSI may assign its rights to payment without County's consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall prevent PSI from engaging independent consultants, associates, and subcontractors to assist in the performance of the Services.

E. No Third Party Rights. The Services provided for in this Agreement are for the sole use and benefit of County and PSI. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than County and PSI.

F. Venue And Governing Law. This Agreement shall be enforceable in Georgetown, Williamson County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas excluding, however, its choice of law rules.

G. Accounting Records. PSI agrees to maintain, for a period of three (3) years after final payment under this Agreement, detailed records identifying each individual performing the Services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for verification purposes. PSI agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of PSI which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. PSI further agrees that County shall have access during normal working hours to all necessary PSI facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give PSI reasonable advance notice of intended audits.

H. Personnel, Equipment And Material. PSI shall furnish and maintain, at its own expense, quarters for the performance of all Services, and adequate and sufficient personnel and equipment to perform the Services as required. All employees of PSI shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of PSI who, in the opinion of County, is incompetent or whose conduct becomes detrimental to the Services shall immediately be removed from association with the Project when so instructed by County. PSI certifies that it presently has adequate qualified personnel in its employment for performance of the Services required under this Agreement, or will obtain such personnel from sources other than County. PSI may not change the Project Manager without prior written consent of County.

I. Reports of Accidents. Within 24 hours after PSI 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 PSI), whether or not it results from or involves any action or failure to act by PSI or any employee or agent of PSI and which arises in any manner from the performance of this Agreement, PSI 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. PSI shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon PSI, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from PSI's performance of work under this Agreement.

J. Gender, Number and Headings. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

K. Construction. Each party hereto acknowledges that it and its counsel have reviewed this Agreement and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.

L. Independent Contractor Relationship. Both parties hereto, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

M. No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

N. Texas Public Information Act. To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

O. Governing Terms and Conditions. If there is an irreconcilable conflict between the terms and conditions set forth in this Agreement or any amendment of this Agreement and the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Agreement, the terms and conditions set forth in this Agreement or any amendment of this Agreement shall control over the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Agreement.

P. Meaning of Day. For purposes of this Agreement, all references to a "day" or "days" shall

mean a calendar day or calendar days.

ARTICLE 22 - PRIOR AGREEMENTS SUPERSEDED AND AMENDMENTS

This Agreement constitutes the sole agreement of the parties hereto, and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein. This Agreement may only be amended or supplemented by mutual agreement of the parties hereto in writing. The terms set out in this Agreement may be modified by a written fully executed amendment.

SIGNATORY WARRANTY

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

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

COUNTY

WILLIAMSON COUNTY, TEXAS

By: _____
Dan A. Gattis, County Judge

Date: _____, 20____

PRIME STRATEGIES, INC.

By: 

Printed Name: MICHAEL WEAVER

Title: President

Date: May 16, 2017

Exhibit A - Sample Work Authorization

WORK AUTHORIZATION NUMBER _____

This Work Authorization is made as of this ____ day of _____, 20 __, under the terms and conditions established in the Agreement for Engineering Services (General Engineering Consultant (GEC) - Program Management, Planning & Design Services), dated _____, 20____ (the Agreement), between Williamson County, Texas (County) and Prime Strategies, Inc. (PSI). This Work Authorization is made for the following purpose, consistent with the Project defined in the Agreement:

[Insert a brief description of the Project elements to which the Work Authorization applies]

Section A. - Scope of Services

A.1. PSI shall perform the following Services:

A.2. The following Services are not included in this Work Authorization, but shall be provided as Additional Services if authorized or confirmed in writing by the County:

A.3. In conjunction with the performance of the foregoing Services, PSI shall provide the following submittals/deliverables (Documents) to County:

Section B. – Applicable Period and Schedule

This Work Authorization shall be effective as of _____ and continue until _____, 20____. PSI shall perform the Services and deliver the related Documents (if any) according to the following schedule:

Section C. - Compensation

C.1. In return for the performance of the foregoing obligations, County shall pay to PSI the not-to-exceed amount of \$_____, payable according to the Rate Schedule and terms of the Agreement.

C.2. Compensation for Additional Services (if any) shall be paid by County to PSI according to the Rate Schedule and terms of the Agreement.

Section D. - County's Responsibilities

County shall perform and/or provide the following in a timely manner so as not to delay the Services of PSI. Unless otherwise provided in this Work Authorization, County shall bear all costs incident to compliance with the following:

Section E. - Other Provisions

The parties agree to the following provisions with respect to this specific Work Authorization:

IN WITNESS WHEREOF, the County and PSI have executed this Work Authorization.

Williamson County, Texas
(County)

Prime Strategies, Inc.
(PSI)

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____, 20____

Date: _____, 20____

EXHIBIT B

SCOPE OF SERVICES TO BE PROVIDED BY PSI

The services to be performed by PSI under this Agreement shall consist of providing management services required to initiate and monitor production of contract documents for the projects in the LTP Corridor Program.

PSI shall furnish all materials required to perform the services specified below.

1. Identify specific program activities and update/modify bond program organizational and management documents, agreements, process.
2. Meet with Commissioners and County staff to identify priority projects.
3. Develop cost estimates, cash flow schedules, and implementation schedules for priority projects.
4. Work with the County financial advisor and County Auditor to determine the appropriate dollar amount for the bond issues including, as necessary, materials for the official statement and bond rating agencies.
5. Prepare Letters of Interest (LOI's), Request for Qualifications (RFQ's) and Requests for Proposals (RFP's) for project consultants and other professional services.
6. Assist in requesting qualification statements from firms for services.
7. Assist in pre-qualifying firms for review and consideration by the Commissioners Court for the road improvement projects and related activities.
8. Update the Williamson County Transportation website, as appropriate; assist in developing a new public information website focusing on the County's overall transportation improvement program.
9. Assist the County in developing public information strategies for the specific transportation project and for each of the road construction components. This would include items such as creation of a full-project multi-media presentation, regular newsletters, targeted project presentations, seminars, town meetings, trade show exhibits, school exhibits, library exhibits, educational materials, websites (updates, as well), maps, informational pieces keyed to each road project, graphics and other exhibits, as needed.
10. Meet with TxDOT and other local, State and Federal agency representatives, as required, to review proposed improvement programs for Williamson County and identify projects the County can facilitate and expedite. Prepare documentation for developing Advance Funding Agreements between Williamson County and other entities for designed "partnering" projects.

11. Review all State and Federal funding programs to identify “partnering” opportunities. Assist in preparing/presenting program/funding proposals.
12. Assist the County Auditor in updating the financial procedures, programs, and support documents to manage and monitor the bond program expenditures and cash flows.
13. Update as necessary the standardized professional service agreement (PSA) and construction contracts for bond program activities.
14. Assist County staff, County Commissioners, key construction management and construction personnel with information for appearances and presentations to elected officials, government bodies, Capital Area Metropolitan Planning Organization (CAMPO), service organizations, chambers of commerce, neighborhood groups, school groups, various citizen groups, church groups, etc.
15. Amend and update, in coordination with the Commissioners Court and County staff, the Long Range Transportation Plan.
16. Coordinate and schedule ground-breaking activities, milestone presentation announcements and press conferences within the affected areas, or in a particular city or specific focus area. This would include the design, scripting, and production of materials and exhibits for the individual meetings.
17. Assist in planning meetings and neighborhood notifications to the area, the affected cities, etc. through personalized invitations, telephone contact or other means that would insure proper notification to promote full citizen involvement.
18. Update and modify all project signage for all of the county and state road projects in the county.
19. Assist the Right-of-Way acquisition team, as necessary, in the coordination of acquisitions services and the timely acquisition of right-of-way for LTP Corridor projects and state highways. This would include providing preliminary cost estimates and a priority acquisition schedule.
20. Coordinate and assist the Environmental Permitting consultants in developing a comprehensive mitigation program for County LTP Corridor projects. Coordinate environmental activities with design engineers, project permitting, route/alignment issues, and right-of-way acquisition.
21. Assist in preparation of Interlocal Agreements with Cities partnering with the County to jointly fund and construct projects identified in the Long Range Transportation Plan. Monitor City activities, schedules, and invoices as necessary.
22. Provide engineering program activities related to establishing the systems and procedures to implement the design and construction of LTP Corridor projects. Including:
 - a) Meet and coordinate with various entities to establish goals, constraints, priorities, and responsibilities.

- b) Prepare a Master Schedule for the LTP Corridor Program, including planning activities, design, right-of-way acquisition and construction phases. The Master Schedule will be updated monthly throughout the duration of the program.
 - c) Develop and maintain a filing system to include program management materials, planning documents, design documents, right-of-way documents, and bid documents.
 - d) Maintain Bond Program Standard Procedures Manual.
 - e) Maintain Bond Program Standard Forms.
 - f) Maintain Bond Program Engineering Design Criteria.
 - g) Maintain Bond Program Plan Preparation Criteria.
 - h) Maintain Bond Program Standards for CADD and CADD procedures.
 - i) Review available Standard Detail sheets for County road projects, and revise, as necessary. Update Standard Detail sheets, as needed.
 - j) Review existing Construction Specifications and revise, as necessary. Create new /Construction Specifications, as needed.
 - k) Review existing Williamson County Bid Package Documents and revise, as necessary.
23. Manage the Geotechnical Investigations, including creation of a Program Geotechnical Plan, develop contracts for geotechnical firms, and review and disseminate results from the geotechnical investigations. This would include providing and/or reviewing pavement design for all county road projects.
24. Provide expert witness assistance in right-of-way acquisition cases and other technical assistance, as requested, in legal matters relating to the Bond Program activities.
25. Manage and oversee design and survey firm activities, including but not limited to:
- a) Aerial photography
 - b) Benchmark and project control data
 - c) Profile of existing structures, right-of-way, driveways, drainage channels, and utilities
26. Manage and oversee the preparation of final engineering design activities and preparation of construction documents including but not limited to:
- a) Review scope of work for each road project.
 - b) Review reasonableness of engineering fee estimate for each project.
 - c) Assist Client in negotiation of contracts with selected firms.
 - d) Conduct kick-off meeting with project firm/team.
 - e) Review QA/QC plans submitted by design firms for conformance with County requirements.
 - f) Perform design reviews, including constructability reviews, in accordance with the Bond Program Procedures Manual.
 - g) Review invoices, as requested.
 - h) Conduct a maximum of six (6) progress meetings per project, and conduct in-house audits of project consultant activities on a monthly basis.

- i) Oversee submission of plans to local governments, TxDOT, Texas Turnpike Authority, and Texas Commission on Environmental Quality (TCEQ), as required.
- j) Provide project close-out, including obtaining and filing final design files received from design engineer once project construction is completed.

27. Conduct as necessary, a constructability review and provide a value engineering services for projects outside of scope and budget.

28. Provide bid phase and construction phase services including, but not limited to:

- a) Coordinate the preparation of the bid documents.
- b) Facilitate the pre-bid conference.
- c) Coordinate and approve the preparation and distribution of addenda.
- d) Coordinate with TxDOT as necessary to verify the prequalification and bidding capacity of contractors requesting bid proposal documents for projects on state highway system or utilizing federal funding, including reimbursements.
- e) Attend the bid opening, perform bid analysis and recommend award to the successful bidder.
- f) Coordinate the preparation of the contract documents.
- g) Facilitate the pre-construction conference.
- h) Prepare and issue project documentation throughout the duration of the project.
- i) Coordinate with adjacent property owners, other agencies, and affected entities regarding construction schedule and impacts, or as needed.
- j) Perform construction observation and documentation, and provide on-site manpower (PSI staff or subconsultants) on an as-needed basis to oversee construction of the projects.
- k) Review and evaluate contractor's construction schedule.
- l) Receive and process submittals.
- m) Attend weekly construction progress meetings and prepare and issue construction update reports.
- n) Prepare and issue traffic control notifications to affected entities.
- o) Perform and document traffic control and SW3P inspections.
- p) Receive and review QC test results, and oversee the independent testing firms.
- q) Assist the county in documentation of the DBE program.
- r) Prepare and process RFIs and Change Orders when necessary.
- s) Review and approve monthly construction pay applications.
- t) Negotiate Change Orders and claims, as needed.
- u) Receive warranty bond from Contractor and perform quarterly warranty inspections and reports during the warranty period.
- v) Provide project close-out, including obtaining and filing final record drawings received from Contractor, once project construction is completed.

29. Implement and maintain ProjectWise service with Internet project database to facilitate project management and coordination efforts.

GENERAL MONTHLY ACTIVITIES

The following is a summary of general monthly activities and work tasks.

PROGRAM ADMINISTRATION

- Review/approve/process construction payments
- Review/approve/process design consultant invoices
- Review/approve/process miscellaneous consultant invoices (environmental, geotechnical, surveying, construction observer, etc.)
- Review/approve/process utility company invoices
- Approve and Process Professional Services Agreements (PSA's)
- Present design contracts to Commissioners Court
- Negotiate PSA Scope and Fee
- Approve and Process Work Authorizations
- Review/approve/process construction change orders
- Review monthly budget reports, track expenditures, program budget amendments
- Advertise and review bids for County LTP Corridor Construction Projects

PROGRAM MANAGEMENT

- Ongoing meetings and phone calls with the County Judge, Commissioners, and Staff to review the LTP Corridor projects, development schedules, and cost estimates for priority projects;
- Meetings with TxDOT senior staff and local government officials on specific projects, right-of-way issues, utility costs, right-of-way, and proposed rules;
- Meetings with TxDOT, Commissioners and Corridor Management Team to develop project funding and review /process Advance Funding Agreement (AFA);
- Attend Commissioners Court meetings, Executive Sessions, and LTP Corridor work sessions;
- Prepare budgets and related materials for Commissioners Court meetings and works sessions;
- Provide construction oversight and coordinate all bid awards, pre-construction meetings, and contractor work authorizations;
- Prepare correspondence for the Judge, Commissioners, and County Staff;
- Update LTP Corridor project schedules and cash flows and meet with the County Auditor and financial advisors;
- Monitor and Update LTP Corridor Website;
- Meetings/Phone Calls/E-Mails with the LTP Corridor Management Team

LTP CORRIDOR PROJECTS

- Meet with Commissioners on Specific LTP Corridor projects;
- Meet with TxDOT, Cities, Property Owners, Stakeholders on specific LTP Corridor projects;

- Meet with Project Engineers on County projects to assess status, right-of-way/utility issues, budget, and schedule plan review;
- Meetings with utility providers, coordination and preparation for utility relocation services on individual LTP Corridor projects;
- Meetings with environmental consultants on specific LTP Corridor projects.

EXHIBIT C

RATE SCHEDULE

Classification	Hourly Billing Rate
Principal	\$293.55
Senior Engineer	\$283.25
Project Manager	\$154.50
Planner	\$128.75
Administrative Support	\$103.00

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

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

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

Exhibit D

Williamson County Vendor Reimbursement Policy

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

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

1. Invoices and Affidavits

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

2. Travel Reimbursement

- 2.1 The County will only cover costs associated with travel on vendors outside a 50 mile radius from Williamson County, Texas.
- 2.2 The County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.
- 2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.
- 2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e. vendor should not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.
- 2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).
- 2.6 The County will not be responsible for, nor will the County reimburse additional charges due to personal preference or personal convenience of individual traveling.
- 2.7 The County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.
- 2.8 Additional expenses associated with travel that is extended to save costs (i.e. Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.
- 2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e. no spouse, friends or family members).
- 2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.
- 2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.
- 2.12 The County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from the County.

3. Meals

- 3.1 Meal reimbursements are limited to a maximum of \$50.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of \$20.00 per day. The travel must be outside the Williamson County, Texas line by a 50 mile radius.
- 3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.
- 3.3 Meals are reimbursable only for vendors who do not have the necessary personnel located within a 50 mile radius of Williamson County, Texas that are capable of carrying the vendor's obligations to County. Meals will not be reimbursed to vendors who are located within a 50 mile radius of Williamson County, Texas.
- 3.4 County will not reimburse for alcoholic beverages.
- 3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance
- 3.6 No meals purchased for entertainment purposes will be allowed.
- 3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. Lodging

- 4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.
- 4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.
- 4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

5. Airfare

- 5.1 The County will only reimburse up to a coach price fare for air travel.
- 5.2 The County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e. early bird check in, seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)
- 5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.

- 5.4 Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.
- 5.5 The County will not reimburse vendor for tickets purchased with frequent flyer miles.

6. Car Rental

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

7. Personal Car Usage

- 7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.
- 7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:
 - 7.2.1.1 Date
 - 7.2.1.2 Destination
 - 7.2.1.3 Purpose
 - 7.2.1.4 Name of traveler(s)
 - 7.2.1.5 Correspondence that verifies business purpose of the expense
- 7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.
- 7.4 Mileage will be reimbursed on the basis of the most commonly used route.
- 7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.
- 7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.
- 7.7 Mileage should be calculated from employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of Williamson County, Texas by at least a 50 mile radius.

- 7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.
- 7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).
- 7.10 Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.
- 7.11 Operating and maintenance expenses as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

8. Other Expenses

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

9. Repayment of Nonreimbursable Expense.

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

10. Non-Reimbursable Expenses

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

- 10.1 Alcoholic beverages/tobacco products
- 10.2 Personal phone calls
- 10.3 Laundry service
- 10.4 Valet service (excludes hotel valet)
- 10.5 Movie rentals
- 10.6 Damage to personal items
- 10.7 Flowers/plants
- 10.8 Greeting cards
- 10.9 Fines and/or penalties
- 10.10 Entertainment, personal clothing, personal sundries and services
- 10.11 Transportation/mileage to places of entertainment or similar personal activities
- 10.12 Upgrades to airfare, hotel and/or car rental

- 10.13 Airport parking above the most affordable rate available
- 10.14 Excessive weight baggage fees or cost associated with more than two airline bags
- 10.15 Auto repairs
- 10.16 Babysitter fees, kennel costs, pet or house-sitting fees
- 10.17 Saunas, massages or exercise facilities
- 10.18 Credit card delinquency fees or service fees
- 10.19 Doctor bills, prescription and other medical services
- 10.20 Hand tools
- 10.21 Safety Equipment (hard hats, safety vests, etc.)
- 10.22 Office Supplies
- 10.23 Lifetime memberships to any association
- 10.24 Donations to other entities
- 10.25 Any items that could be construed as campaigning
- 10.26 Community outreach items exceeding \$2 per item
- 10.27 Sales tax on goods purchased
- 10.28 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

Exhibit E

CERTIFICATES OF INSURANCE

ATTACHED BEHIND THIS PAGE

Exhibit F

DEBARMENT CERTIFICATION

STATE OF TEXAS

§
§

COUNTY OF WILLIAMSON §

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

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

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

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


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

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

Prime Strategies, Inc.



Signature of Certifying Official



Printed Name of Certifying Official



Title of Certifying Official

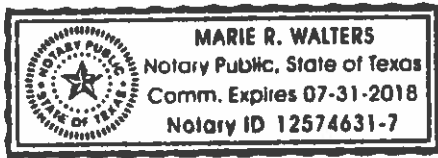


Date

(2) Where the PROVIDER is unable to certify to any of the statements in this certification, such PROVIDER shall attach an explanation to this certification.

* federal, state, or local

SUBSCRIBED and sworn to before me the undersigned authority by Michael J. Weaver
the President of Prime Strategies, Inc., on behalf of said
firm.



Mari R. Walters

Notary Public in and for the
State of Texas

My commission expires: 07/31/2018

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

Prime Strategies, Inc.
Austin, TX United States

Certificate Number:
2017-205714

Date Filed:
05/10/2017

Date Acknowledged:

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

Williamson County

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

14RFQ00106
General Engineering Consultant (GEC) - Program Management, Planning & Design

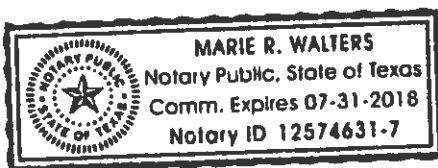
4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.




6 AFFIDAVIT

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



AFFIX NOTARY STAMP / SEAL ABOVE


Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Michael J. Weaver, this the 10th day of May, 20 17, to certify which, witness my hand and seal of office.



Signature of officer administering oath

Marie R. Walters

Printed name of officer administering oath

Planner

Title of officer administering oath

Commissioners Court - Regular Session**44.****Meeting Date:** 05/16/2017

CR 119 Interlocal 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 an Interlocal Agreement between Williamson County and the City of Hutto for the extension of CR 119 from Limmer Loop to Chandler Road.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsCR 119 Interlocal Agreement

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 05/11/2017

Reviewed By

Wendy Coco

Date

05/11/2017 09:50 AM

Started On: 05/11/2017 09:15 AM

**INTERLOCAL AGREEMENT BETWEEN
WILLIAMSON COUNTY AND CITY OF HUTTO**

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This Interlocal Agreement (the "Agreement") is entered into as of this _____ day of _____, 2017, by and between Williamson County, a political subdivision of the state of Texas (the "County") and the City of Hutto, a Texas home-rule municipality (the "City") (collectively, the "Parties").

RECITALS

WHEREAS, V.T.C.A., Government Code, Chapter 791, cited as the Texas Interlocal Cooperation Act, provides that any one or more local governments may contract with each other for the performance of governmental functions or services for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the parties; and

WHEREAS, County desires to extend CR 119 north from Limmer Loop to Chandler Road (the "Project") as shown on **Exhibit "A"**, attached hereto.

WHEREAS, as part of the Project, County will perform minor construction and restriping within the City limits, and

WHEREAS, City desires to co-operate with County by allowing the County to design and construct the portion of Project within the City limits, and

WHEREAS, the City desires to reimburse the County for some of the costs related to the construction of the Project, and

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, City and County agree as follows:

A.

TERMS AND CONDITIONS

1. Project Obligations.

1.1 Obligation of the County. County shall be responsible for the planning, design, right-of-way acquisition (if any), utility relocation and construction of the Project. County shall submit construction plans to City for approval prior to contract award. City will maintain the portion of the Project roadway located in the City limits and County will maintain the portion of the Project roadway constructed outside of the City limits until it is annexed or otherwise removed from County's jurisdiction.

1.2 Obligation of the City. City permits County to construct the Project on property inside of the City limits. City will continue to operate and maintain the portion of CR 119 that is inside the City limits after construction of the Project.

1.3 Shared Obligation. City shall be responsible for the payment of 10% of the costs related to the planning, design, right-of-way acquisition, utility relocation, and construction of the Project ("Project Costs"), not to exceed \$1,000,000.00. County shall be responsible for payment of the remaining Project Costs.

2. Payment Terms

2.1 Initial Payment. County shall be responsible for the initial payment of all Project Costs. City shall reimburse County its share of Project Costs as follows:

\$500,000 within ten days after contract award,
\$250,000 within one year after contract award,
\$250,000 within two years after contract award

In no event will the total payment exceed 10% of the Project Costs or \$1,000,000, whichever is less.

B.

MISCELLANEOUS PROVISIONS

1. **Execution.** This Agreement may be simultaneously executed in any number of counterparts, each of which will serve as an original and will constitute one and the same instrument.
2. **Governing Law.** This Agreement will be governed by the Constitution and laws of the State of Texas.
3. **Successors and Assigns.** The assignment of this Agreement by either Party is prohibited without the prior written consent of the other Party.
4. **Headings.** The captions and headings appearing in this Agreement are inserted merely to facilitate reference and will have no bearing upon its interpretation.
5. **Partial Invalidity.** If any of the terms, covenants or conditions of this Agreement, or the application of any term, covenant, or condition, is held invalid as to any person or circumstance by any court with jurisdiction, the remainder of this Agreement, and the application of its terms, covenants, or conditions to other persons or circumstances, will not be affected.
6. **Waiver.** Any waiver by any party of its rights with respect to a default or requirement under this Agreement will not be deemed a waiver of any subsequent default or other matter.

7. Notices. Notices provided hereunder shall be sufficient if forwarded to the other party by hand-delivery or via U.S. Postal Service, postage prepaid, to the address of the other party as shown below:

COUNTY: Williamson County
Attn: County Judge
710 S. Main Street
Suite 101
Georgetown, TX 78626

CITY: City of Hutto
Attn: City Manager
401 W. Front Street
Hutto, TX 78634

7. **Amendments.** This Agreement may be amended or modified only by written agreement duly authorized and executed by the duly authorized representatives of the Parties.
8. **Cooperation.** Each Party agrees to execute and deliver all such other and further instruments and undertake such actions as are or may become necessary or convenient to effectuate the purposes and intent of this Agreement.
9. **Venue.** All obligations of the Parties are performable in Williamson County, Texas and venue for any action arising hereunder will be in Williamson County.
10. **Third Party Beneficiaries.** Except as otherwise expressly provided herein, nothing in this Agreement, express or implied, is intended to confer upon any person, other than the Parties, any rights, benefits, or remedies under or by reason of this Agreement.
11. **Representations.** Unless otherwise expressly provided, the representations, warranties, covenants, indemnities, and other agreements will be deemed to be material and continuing, will not be merged, and will survive the termination or expiration of this Agreement.
12. **Exhibits.** All exhibits attached to this Agreement are hereby incorporated in this Agreement as if the same were set forth in full in the body of this Agreement.
13. **Entire Agreement.** This Agreement, including any attached exhibits, contains the entire agreement between the Parties with respect to the subject matter and supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties with respect to such matters.
14. **No Joint Venture.** This Agreement shall not constitute a joint venture or other partnership between the Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be signed, sealed and attested in duplicate by their duly authorized officers, as of the Effective Date.

WILLIAMSON COUNTY

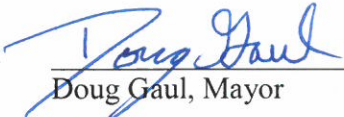
By: _____
Honorable Dan A. Gattis, County Judge

Date: _____

Attest:

Nancy Rister, County Clerk

CITY OF HUTTO, TEXAS

By:  _____
Doug Gaul, Mayor

Date: 4-20-17 _____

Attest:

 _____
Seth Gibson, City Secretary

Commissioners Court - Regular Session**45.****Meeting Date:** 05/16/2017

Line Item Transfers

Submitted For: Valerie Covey**Submitted By:** Wendy Coco, County Judge**Department:** Commissioner Pct. #3**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action on rescinding two line item transfers approved for the Williamson County Sheriff's Office under Item #6 of the March 28, 2017 Commissioners Court Session and Item #7 of the May 2, 2017 Commissioners Court Session.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review

Form Started By: Wendy Coco

Started On: 05/12/2017 09:40 AM

Final Approval Date: 05/12/2017

Commissioners Court - Regular Session**46.****Meeting Date:** 05/16/2017

Master Gardeners Building

Submitted For: Valerie Covey**Submitted By:** Rachel Rull, Commissioner Pct. #3**Department:** Commissioner Pct. #3**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action on granting the Williamson County Master Gardeners permission to place a non-permanent storage building and privacy fence within their current 5 acre allotment at 3151 SE Inner Loop, Georgetown, TX 78626.

Background

The Williamson County Master Gardeners would like to place a movable storage building on their designated 5 acres at the Road & Bridge office. They have the funds to cover all costs and are seeking the Court's permission to place the building and build the fence.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Rachel Rull

Final Approval Date: 05/11/2017

Reviewed By

Wendy Coco

Date

05/11/2017 11:39 AM

Started On: 05/11/2017 10:33 AM

Commissioners Court - Regular Session**47.****Meeting Date:** 05/16/2017

Supplemental Agreement for Champion Park

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

Information**Agenda Item**

Discuss, consider and take appropriate action on a Supplemental Agreement No. 1 to the Agreement for Landscape Architectural Services between Williamson County and studio16.19, LLC to obtain additional landscape architecture services and landscape development plans in relation to adding a birthday party pavilion, public restroom and parking lot to Part 1 - Brushy Creek Regional Trail Section Repair Project (15RFQ105).

Background

County and studio16.19, LLC previously executed an Agreement for Landscape Architectural Services, dated effective July 6, 2015 (the "Agreement"), wherein studio16.19, LLC agreed to perform certain professional landscape architectural services in connection with Part 1 Brushy Creek Regional Trail Section Repair (15RFQ105), the "Project". This Supplemental No. 1 will add the additional landscape architecture services and landscape development plans necessary to add a Birthday Party Pavilion, Public Restroom and Parking Lot to the Project for a not-to-exceed additional services fee of \$94,350.00.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments[Supplemental Agreement](#)

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Randy Bell

Final Approval Date: 05/12/2017

Reviewed By

Wendy Coco

Date

05/12/2017 03:48 PM

Started On: 05/11/2017 11:40 AM

SUPPLEMENTAL
AGREEMENT NO. 1 TO
AGREEMENT FOR LANDSCAPE
ARCHITECTURAL SERVICES

This Supplemental Agreement No. 1 to the Agreement for Landscape Architectural Services ("Supplemental No. 1") is by and between **Williamson County, Texas**, a political subdivision of the State of Texas, (the "County") and **studio|16:19, LLC**, hereinafter "Landscape Architect" or "LA."

RECITALS

WHEREAS, County and LA previously executed an Agreement for Landscape Architectural Services, dated effective July 6, 2015 (the "Agreement"), wherein LA agreed to perform certain professional landscape architectural services in connection with Part 1 - Brushy Creek Regional Trail Section Repair (#15RFQ105), hereinafter called the "Project";

WHEREAS, County would like to add a Birthday Party Pavilion and Public Restroom to the Project and desires to obtain professional services from LA in relation thereto;

WHEREAS, County would like to add a Parking Lot to the project and desires to obtain professional services from LA in relation thereto;

WHEREAS, pursuant to Article 4 of the Agreement, the above-mentioned additions to the Project will constitute Additional Services that are outside the original scope of the Basic Services and it has become necessary to supplement the Agreement; and

WHEREAS, therefore, County and LA now desire to set forth the scope of the Additional Services in this Supplemental No. 1, as well provide the lump sum amount of compensation to be paid for such Additional Services in accordance with Section 11.3 of the Agreement.

AGREEMENT

NOW, THEREFORE, premises considered, County and LA agree that the Agreement is supplemented, amended and modified as follows:

I. Scope of Additional Services

The Additional Services to be provided by LA under this Supplemental No. 1 are as follows:

- In collaboration with the County, Civil Engineer, and Structural Engineer, the LA will provide landscape architecture services & landscape development plans for the addition of a Birthday Party Pavilion and Public Restroom to the

Project, and an additional parking lot, which are to be included as part of the Site Development Process.

In conjunction with the performance of the foregoing Additional Services, the LA shall provide the following submittals/deliverables/documents to the County/County's Representative:

- Schematic Design - develop concepts, schematics, and visual imagery for the proposed improvements. The team will utilize the input from the County, prior designs, and future planning efforts to ensure the design meets the community's expectations.
- Design Development - develop the preferred design. The team will utilize feedback from the County to refine the design and meets engineering standards and requirements.
- Construction Documentation & Permitting - a construction/ permit plan set including the following:
 - Site Plan Coordination/ Design Standards Integration – collaborating with design team to ensure the plans meet the provisions/ requirements as outlined by the County and City Ordinances.
 - Existing & Proposed Grading Plans, Notes & Details
 - Hardscape Layout Construction Plans, Notes & Details
 - Tree Preservation/ Mitigation Plans, Notes & Details
 - Irrigation Design Plan(s), Notes & Details
 - Planting Plan(s), Notes & Details

II. Compensation

For the LA's performance of the Additional Services under this Supplemental No. 1, the County shall compensate the LA the "not-to-exceed" amount of: \$94,350.00, plus Reimbursable Expenses as defined in the Agreement and in accordance with the Williamson County Vendor Reimbursement Policy. Compensation shall be allocated as follows:

50	Schematic Design (lump sum)	\$ 12,800
60	Design Development (lump sum)	\$ 22,200
70	Construction Documents & Permitting (lump sum)	\$ 49,950
90	Bidding and Negotiation	\$ 2,500
100	Construction Administration	\$ 6,900

III. Schedule

Section 3.1.3 of the Agreement and Exhibit C of the Agreement shall be supplanted and replaced by the revised Exhibit C – Production Schedule, which is attached hereto and incorporated herein by reference. LA will perform the Basic Services and Additional Services described herein in accordance with the schedule set out in the attached Exhibit C – Production Schedule.

IV. Terms of Agreement Control and Extent of Supplemental No. 1

All services described herein will be performed in accordance with the terms and conditions of the Agreement. All obligations, responsibilities, terms and conditions relating to Phase I Services under the Agreement shall apply to the services described herein. All terms of the Agreement and any prior supplemental agreements and amendments thereto which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

IN WITNESS WHEREOF, the County and the LA have executed this Supplemental No. 1, in duplicate, to be effective as of the date of the last party's execution below.

LANDSCAPE ARCHITECT:

studio|16:19, LLC

By: 

Printed Name: BRENT A. BAKER

Title: MANAGING PRINCIPAL

Date: MAY 9, 2017

COUNTY:

Williamson County, Texas

By: _____
Dan A. Gattis, County Judge

Date: _____, 20____

Exhibit C

Production Schedule

C1.0 BASIC SERVICES ANTICIPATED SCHEDULE/ MILESTONES

The LA shall complete the Basic Services for the Project within 360 calendar days, commencing upon the issuance of Notice to Proceed via signed agreement, and receipt of documents to be provided by the County as identified in Article 5 of the Agreement.

C1.1	Schematic Design Phase	30 Days
C1.2	Design Development Phase	N/A
C1.3	Construction Document Phase TCEQ WPAP CZP Exception Request (60 days included as part of this Phase)	120 Days
C1.4	Bidding/ Negotiation Phase	60 Days
C1.5	Construction Services Phase (estimated time of construction)	150 Days

SUPPLEMENTAL NO. 1 - ADDITIONAL SERVICES ANTICIPATED SCHEDULE/ MILESTONES

The LA shall complete the Additional Services set out in Supplemental No. 1 in conjunction with the remaining Basic Services within the proposed timeline set out below, commencing upon the issuance of Notice to Proceed via signed Supplemental No. 1, and receipt of any documents to be provided by the County, if any.

Schematic Design & Design Development Additional Services	May 2017
Construction Documentation Additional Services	June 2017
Bidding/ Negotiation Basic & Additional Services	September 2017
Construction Administration Basic Services (trail portion)	December 2017
Construction Administration Basic & Additional Services	March 2018

NOTE: The LA is not in control of timing in regards to regulatory review and schedule or County's timing regarding review comments, but will make its best effort to fulfill anticipated schedule as well as will consider opportunities to accelerate the schedule where feasible.

Commissioners Court - Regular Session**48.****Meeting Date:** 05/16/2017

Cradlepoint Lease

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

Information**Agenda Item**

Discuss, consider and take any appropriate action to approve the Finalized Lease Schedule with Dell Financial Services through DIR-SDD-1951 and authorize the execution of all necessary documentation (Note: Master Lease agreement and lease of CradlePoint hardware and maintenance from vendor GTS Technology Solutions under DIR-TSO-3653 was approved on March 21, 2017 Item 63).

Background

This item was approved on March 21, 2017 Item 63. This is the final lease schedule requiring execution by the County Judge.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Dell Lease Schedule for Cradlepoint Equipment

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Julie Kiley

Final Approval Date: 05/11/2017

Reviewed By

Wendy Coco

Date

05/11/2017 11:39 AM

Started On: 05/11/2017 11:25 AM

WILLIAMSON COUNTY, TEXAS
TAX EXEMPT LEASE PURCHASE SCHEDULE NO. 810-9015469-001
TO MASTER LEASE AGREEMENT NO. 6708110

THIS SCHEDULE, ENTERED INTO BETWEEN DELL FINANCIAL SERVICES L.L.C. ("Lessor") and WILLIAMSON COUNTY, TEXAS ("Lessee"), IS SUBJECT TO AND INCORPORATES THE TERMS AND CONDITIONS OF THE MASTER LEASE AGREEMENT NO. **6708110** ("Agreement") DATED January 9, 2013 BETWEEN DELL FINANCIAL SERVICES L.L.C. ("Lessor") AND THE STATE OF TEXAS ACTING BY AND THROUGH THE DEPARTMENT OF INFORMATION RESOURCES ("DIR") UNDER APPENDIX F OF CONTRACT # DIR-SDD-1951 BETWEEN THE DIR AND DELL MARKETING L.P.

Lessor hereby agrees to lease and/or make available to Lessee subject to the terms, conditions and provisions set forth in this Schedule and in the Agreement, the Products described below. Any capitalized term used herein and not defined herein shall have the meaning ascribed to it in the Agreement.

PRODUCT DESCRIPTION AND LOCATION: See below or Exhibit "A" attached to and made a part hereof.

PRODUCT SELLER: GTS TECHNOLOGIES, INC., 9211 Waterford Centre Blvd. Suite 202, Austin, TX 78758

<u>Product Description</u>	<u>Product Location</u>	<u>Lessee Purchase Order No.</u>	<u>Primary Term (Mos.)</u>	<u>Commencement Date*</u>
See Exhibit A	See Exhibit A	164281	36	June 01, 2017

Rent is payable: X in advance; in arrears [specify]

Payment Period: Monthly Quarterly X Annually Other (specify)

* Lessee is responsible for applicable taxes, shipping and other amounts as described in the Agreement, and, with the first payment of Rent any prorated Rent if applicable. Such amounts are further described in Exhibit "A".

** The Commencement Date may be extended for one Payment Period until the Schedule is returned in accordance with the terms in the Agreement. Lessor may charge Lessee prorated Rent accruing from the Acceptance Date to the Commencement Date, as such date is finally determined.

LEASE PURCHASE PROVISIONS

The following provisions shall apply with respect to this Schedule in addition to those provisions in the Agreement:

1. SECTION 5. RENT PAYMENTS.

Insert as a new last sentence to this Section the following:

"For the purposes of this Schedule, the Rent and Purchase Price (as of the applicable Purchase Date) are shown in the chart below or on Exhibit "B", attached to and made a part hereof.

<u>Payment Number/ Purchase Date</u>	<u>Rent</u>	<u>Interest Portion</u>	<u>Principal Portion</u>	<u>Purchase Price"</u>
See Exhibit B				

2. SECTION 12. OWNERSHIP.

Insert at the end of this paragraph the following:

"Notwithstanding the first sentence of this Section, upon Lessee's acceptance of the Products under this Schedule, title to the Products shall vest in Lessee subject to Lessor's rights under the Agreement; provided that, upon an Event of Default or any termination of this Schedule, other than by Lessee's purchase of the Products, title to the Products shall immediately and without any action by either party vest in Lessor, and Lessee shall immediately surrender possession of the Products to Lessor. Any such transfer of title shall occur automatically without the necessity of any bill of sale, certificate of title or other instrument of conveyance. Lessee shall, nevertheless, execute and deliver any such instruments as Lessor may request to evidence such transfer.

3. SECTION 20. REPRESENTATIONS AND WARRANTIES OF LESSEE.

For purposes of this Schedule, add paragraphs (h) through (r) as follows:

"(h) Lessee will comply with the information reporting requirements of Section 149(e) of the Code, including but not limited to, the execution (and delivery to Lessor) of information statements requested by Lessor;

(i) Lessee will not do, cause to be done or fail to do any act if such act or failure to act will cause this Agreement, or any transaction hereunder, to be an Arbitrage Bond within the meaning of Section 148 of the Code or a Private Activity Bond within the meaning of Section 141 of the Code;

(j) The total cost of the Products listed in this Schedule will not be less than the total Principal Portion of the Rent listed in this Schedule;

(k) The Products listed in this Schedule have or will be ordered within six months of the date hereof in order to commence such Schedule;

(l) The Products listed in this Schedule are expected to be delivered and installed, and the Seller fully paid, within one year from the date hereof;

(m) No fund or account which secures or otherwise relates to the Rent has been established;

(n) Lessee will not sell, encumber or otherwise dispose of any property comprising this Schedule prior to the final maturity or termination of such Schedule without a written opinion of nationally recognized bond counsel to the effect that any such disposition will not adversely affect the exclusion of interest on the Rent from gross income for federal income tax purposes;

(o) Lessee agrees to execute, deliver and provide Lessor with satisfactory evidence of the filing of such documentation, as may be required for the purposes of properly reporting this Schedule, including, without limitation, IRS forms 8038-G or 8038-GC, as required under the Code;

(p) It is expected that Rent under this Schedule will be paid from periodic appropriations of the Lessee deposited into the general fund of the Lessee, that such appropriations will equal the Rent due during each Fiscal Period of Lessee, and that all amounts paid for Rent will be from an appropriation made by the Lessee during the Fiscal Period in which such Rent is made;

(q) To the best of our knowledge, information and belief, the above expectations are reasonable; and

(r) Lessee will comply with all applicable provisions of the Code, including without limitation Sections 103, 141 and 148 thereof, and the applicable regulations of the Treasury Department to maintain the exclusion of the interest components of Rent from gross income for purposes of federal income taxation.

Without limiting the generality of the foregoing, Lessor hereby gives notice to Lessee that, upon execution of this Schedule by Lessor, Lessor shall assign all of its right, title and interest in, to and under this Schedule, including all Products and all payments owing under such Schedule, to Dell Equipment Funding L.P. ("DEF") pursuant to a purchase agreement between the Lessor and DEF. Lessee hereby acknowledges and consents to such assignment and shall keep, or cause to be kept, a complete and accurate record of all such assignments in a manner and form necessary to comply with Section 149(a) of the Code and the Treasury Regulations promulgated thereunder. Lessor hereby directs Lessee to continue to make any and all payments required to be made under this Schedule directly to Lessor, as servicing agent for DEF, at the same address to which Lessee is currently making payments unless and until Lessor is directed by DEF to make such payments to a different address or payee."

TO THE EXTENT PERMITTED BY LAW, AND IN ADDITION TO LESSEE'S OBLIGATION UNDER SECTION 17 OF THE AGREEMENT, LESSEE HEREBY ASSUMES LIABILITY FOR, AND SHALL PAY WHEN DUE, AND SHALL INDEMNIFY AND DEFEND LESSOR AND ITS SUCCESSORS AND ASSIGNS AGAINST, ANY AND ALL LIABILITIES, LOSSES, DAMAGES, CLAIMS AND EXPENSES (INCLUDING REASONABLE ATTORNEY FEES) RELATING TO OR ARISING OUT OF LESSEE'S BREACH OF ANY OF ITS REPRESENTATIONS, WARRANTIES, OR COVENANTS CONTAINED IN SECTION 20 OF THE AGREEMENT AS SUPPLEMENTED HEREIN.

4. SECTION 30. MISCELLANEOUS.

Insert the following at the end of subsection (b):

"Notwithstanding the foregoing, this Schedule may be signed in any number of counterparts each of which when so executed or otherwise authenticated and delivered shall be an original but all counterparts shall together constitute one and the same instrument. To the extent this Schedule would constitute chattel paper as that term is defined in the UCC, no security interest may be created through the transfer or control or possession, as applicable, of a counterpart of a Schedule other than the original in Lessor's possession marked by Lessor as either "original" or "Counterpart Number 1".

Insert the following at the end of subsection (e):

"If Lessee delivers this Schedule or any amendment (each a "Document") to Lessor by facsimile transmission, and Lessor does not receive all of the pages of that Document, Lessee agrees that, except for any pages which require a signature, Lessor may supply the missing pages to the Document from Lessor's database which conforms to the version number at the bottom of the page. If

Lessee delivers a signed Document to Lessor as an e-mail attachment, facsimile transmission or by U.S. mail, Lessee acknowledges that Lessor is relying on Lessee's representation that the Document has not been altered. Lessee further agrees that, notwithstanding any rule of evidence to the contrary, in any hearing, trial or proceeding of any kind with respect to a Document, Lessor may produce a tangible copy of the Document transmitted by Lessee to Lessor by facsimile or as an e-mail attachment and such signed copy shall be deemed to be the original of the Document. To the extent (if any) that the Document constitutes chattel paper under the Uniform Commercial Code, the authoritative copy of the Document shall be the copy designated by Lessor or its assignee, from time to time, as the copy available for access and review by Lessee, Lessor or its assignee. All other copies are deemed identified as copies of the authoritative copy. In the event of inadvertent destruction of the authoritative copy, or corruption of the authoritative copy for any reason or as the result of any cause, the authoritative copy may be restored from a backup or archive copy, and the restored copy shall become the authoritative copy. At Lessor's option, this electronic record may be converted into paper form. At such time, such paper copy will be designated or marked as the authoritative copy of the Document."

5. PURCHASE OPTION.

Provided that no Event of Default has occurred and is continuing, and upon satisfaction of all payment obligations herein by Lessee, Lessee shall be entitled to Lessor's interest in the Products, AS IS, WHERE IS, WITHOUT WARRANTY OR RECOURSE, EXPRESS, IMPLIED OR OTHERWISE, BY OR AGAINST LESSOR, INCLUDING ANY WARRANTIES OF DESIGN, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR AGAINST INFRINGEMENT, other than the absence of any liens by, through, or under Lessor.

As continuing security for Lessee's obligations hereunder, Lessee hereby grants to Lessor, a first-priority security interest in all of Lessee's rights and interest in and to the Products and all proceeds thereof, free and clear of all security interests, liens or encumbrances whatsoever.

6. COMPLETION OF SCHEDULE. Lessee hereby authorizes Lessor to insert or update the Commencement Date and the serial numbers of the Products from time to time as necessary.

By signing below, each of the parties hereto agrees to be bound by the terms of the Agreement, this Schedule and the attached Exhibits "A" and "B".

WILLIAMSON COUNTY, TEXAS
(Lessee)

By: _____
(Authorized Signature)

(Name/Title)

(Date)

DELL FINANCIAL SERVICES L.L.C.
(Lessor)

By: _____
(Authorized Signature)

(Name/Title)

(Date)

ACCEPTANCE CERTIFICATE

Acceptance Certificate under Schedule No 810-9015469-001 dated as of January 9, 2013 between Dell Financial Services L.L.C. ("Lessor") and WILLIAMSON COUNTY, TEXAS ("Lessee") under Master Lease Agreement No. 6708110 dated as of January 9, 2013 between Dell Financial Services L.L.C and the State of Texas acting by and through the Department of Information Resources ("DIR") under Appendix F of contract # DIR-SDD-1951 between the DIR and Dell Marketing L.P. (collectively, the "Lease").

1. Asset(s). The Lessee hereby certifies that the Asset(s) set forth and described in the above mentioned Schedule have been delivered to the location(s) set forth in the Schedule, inspected by the Lessee, found to be in good order and accepted, all on the Date of Acceptance set forth below:

Date of Acceptance: _____, 20____

2. Representations by the Lessee. The Lessee hereby represents and warrants to the Lessor and any Assignees that on the Date of Acceptance set forth above:

(a) the representations and warranties of the Lessee set forth in the Lease are true and correct in all material respects as though made on and as of such Date of Acceptance; (b) the Lessee has satisfied or complied with all requirements set forth in the Lease to be satisfied or complied with on or prior to such Date of Acceptance; (c) no Default or Event of Default under this Lease has occurred and is continuing on such Date of Acceptance; and (d) the Asset(s) are insured in accordance with the provisions of the Master Lease Agreement.

LESSEE:

BY: _____

NAME: _____

TITLE: _____

Exhibit A



Dell Financial Services
PO Box 81577
Austin, TX 78708-1577

LEASE SCHEDULE
Contract #: 810-9015469-001
Customer Name: WILLIAMSON COUNTY, TEXAS
Commencement Date: 08-01-2017
Termination Date: 08-01-2020

Order #	PO #	Title Number	Qty	Item #	Service Tag	Item Description	Equipment Location	LRP Asset	Asset Type	Invoice	Periodic Rent	Soft Costs	Total Equipment Cost	Ship Date				
T44217	TBD		250	IBR1100LPE	NA	LTE Band Buzzer	301 SE Inner Loop	Georgetown	TX	78626-7586	0.34841	H	GTS Technology Solutions, Inc. INFIN000745	\$	\$4,427.74	\$	\$4,427.74	04-28-2017
T44218	TBD		250	ECMPRMCC3YR	NA	Cloud Manager 3YR	301 SE Inner Loop	Georgetown	TX	78626-7586	0.34841	S	GTS Technology Solutions, Inc. INFIN000742	\$	\$9,297.56	\$	\$9,297.56	04-28-2017
T44219	TBD		250	APBR1100QBL	NA	Cradlepoint Antenna	301 SE Inner Loop	Georgetown	TX	78626-7586	0.34841	H	GTS Technology Solutions, Inc. INFIN000789	\$	\$4,291.63	\$	\$4,291.63	04-28-2017
Totals (excluding applicable taxes):												\$	\$9,016.93	\$	\$9,387.50	\$	\$18,404.43	

One Dell Way
Round Rock, TX 78682

WILLIAMSON COUNTY, TEXAS
Amortization Schedule 810-9015469-001
Exhibit 'B'

[illegible]

Commissioners Court - Regular Session**49.****Meeting Date:** 05/16/2017

Unallocated

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

Information**Agenda Item**

Discuss, consider and take appropriate action on the Unallocated Process and Policies.

Background

The first slide gives various ideas as to the how to handle the remaining unallocated balances while the second slide discusses timeline, process and policy requested by HR surrounding re-organizations and re-classifications.

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsUnallocated

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Ashlie Koenig

Final Approval Date: 05/09/2017

Reviewed By

Wendy Coco

Date

05/09/2017 08:45 AM

Started On: 05/08/2017 05:44 PM

SOLUTION #3 Modified/ Modified
RE-CLASSIFICATION PROPOSAL (effective 10/1/17)
On agenda 5/16/17

- ❖ Departments will be limited to request reclassifications up to a maximum of 10% of total full time and part time positions
- ❖ Re-classifications may include existing title/grade changes only; new title requests will go through the budget process
- ❖ February 15th is a workable deadline for submittals if reclassification requests above are limited

SOLUTION #3 Modified/ Modified UNALLOCATED OPTIONS (effective 10/1/17)

- ❖ All Unallocated (to include unspent merit) goes back into the reserve
- ❖ Unspent merit only is dissected from above unallocated and rolled forward
- ❖ X % of unallocated is rolled forward with the exception of 1101 (Part-time Salaries) and 1105 (Law Enforcement Salaries)
- ❖ Funds cannot be transferred from vacant positions (position must be filled before any excess can be reassigned)

Commissioners Court - Regular Session

50.

Meeting Date: 05/16/2017

Awarding IFB 1704-156 Crack Seal

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 awarding IFB 1704-156, Crack Seal, to the lowest and best bidders Right Pointe , Crafcot Texas Inc. and The Quikrete Companies LLC.

Background

3 Bids were received and evaluated. After reviewing the bids, it is the recommendation of the Road and Bridge Department, to award each vendor the following:

Right Pointe - Primary Vendor

Crafcot Texas Inc - Secondary Vendor

The Quikrete Companies LLC - Tertiary Vendor

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Recommendation

Bid Tab

Award Tab

Form Review**Inbox**

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Thomas Skiles
Final Approval Date: 05/11/2017

Reviewed By

Thomas Skiles
Wendy Coco

Date

05/11/2017 10:42 AM
05/11/2017 11:39 AM
Started On: 05/11/2017 08:03 AM



May 10, 2017

Mr. Blake Skiles
Senior Purchasing Agent
901 S. Austin Ave.
Georgetown, Texas 78626

Subject: Recommendation for IFB 1704-156 – Crack Seal

After reviewing all the pertinent information, it appears the lowest and best offer for IFB 1704-156 bid, Crack Seal, was submitted by Right Pointe. I recommend to the Williamson County Commissioner's Court that they award Right Pointe as the primary vendor, Craftco Texas, Inc. as the secondary vendor, and The Quikrete Companies, LLC as the tertiary vendor.

Please feel free to contact me if you have any questions or concerns.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Doug Woodall', with a stylized flourish at the end.

Doug Woodall, P.E.
Director of Road and Bridge

**Bid Tabulation Packet
for
Solicitation 1704-156**


Crack Seal

Bid Designation: Public



Williamson County, Texas

Bid #1704-156 - Crack SealCreation Date **Apr 6, 2017**End Date **May 8, 2017 3:00:00 PM CDT**Start Date **Apr 18, 2017 1:22:23 PM CDT**Awarded Date **Not Yet Awarded**

1704-156-01-01 Please Attach All Documents To This Line					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
The Quikrete Companies LLC dba Quality Pavement Repair (QPR)	First Offer -	1 / each		Y	Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes: Our 50 lb. Boxes consists of (2) 25 lb blocks There are 27 Boxes per pallet			
Right Pointe [Ad]	First Offer -	1 / each		Y	Y
Product Code:		Supplier Product Code: #5078 Class B			
Agency Notes:		Supplier Notes:			
CRAFCO TEXAS, INC [Ad]	 First Offer -	1 / each		Y	Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

Supplier Totals

f Right Pointe [Ad]			\$0.00
Bid Contact Chad Strohl chads@rightpointe.com Ph 800-755-5700		Address 234 Harvestore Drive DeKalb, IL 60115	
Agency Notes:		Supplier Notes:	Head Attch: 
f The Quikrete Companies LLC dba Quality Pavement Repair (QPR)			\$0.00
Bid Contact Lloyd Washington lwashington@qprmail.com Ph 800-388-4338		Address 7322 Bonnyshire Drive Chattanooga, TN 37416	
Agency Notes:		Supplier Notes:	Head Attch: 
f CRAFCO TEXAS, INC [Ad]			\$0.00
Bid Contact ANA ORTIZ ana.ortiz@crafco.com Ph 210-496-2070 Fax 210-496-2732		Address 105 TOWER DR SAN ANTONIO, TX 78109	
Agency Notes:		Supplier Notes:	Head Attch: 

* *

Right Pointe

Bid Contact **Chad Strohl**
chads@rightpointe.com
Ph 800-755-5700

Address **234 Harvestore Drive**
DeKalb, IL 60115

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch.	Docs
1704-156-01-01	Please Attach All Documents To This Line	Supplier Product Code: #5078 Class B	First Offer -	1 / each	Y	Y
Supplier Total					\$0.00	

Right Pointe**Item: Please Attach All Documents To This Line****Attachments**

PDS - 5078 CLASS B - 050216.pdf

Williamson County Bid 1704-156.pdf



#5078 CLASS B

NO. JTS-072

DESCRIPTION

#5078 CLASS B is a mixture of asphalt, plasticizer, synthetic polymer, and reclaimed tire rubber. Our most economical material is a hot applied, one part sealant that provides superior results over roofing and straight paving grade asphalts.

- Good bonding characteristics
- Weather resistant
- Passes multiple freeze and thaw cycles

SPECIFICATIONS

- TX DOT Rubber Asphalt Crack Sealer Class B

TYPICAL PROPERTIES

Minimum application temperature.....	380° F (193° C)
Maximum heating temperature.....	400° F (204° C)
Cone penetration, 77° F (25° C).....	30-50
Cone penetration, 32° F (0° C), 200 g 60 sec.	12 min
Softening point (ASTM D36).....	205° F (96° C) min
Flash point, modified C.O.C.	400° F (204° C) min
Virgin rubber polymer, % by wt.	2% min
Granulated vulcanized rubber, % by wt.....	13-17%
Bond @ 20° F (-7° C), 50% ext.	Pass 3 cycles

USE AND APPLICATIONS

#5078 CLASS B is recommended for sealing of joints and cracks in concrete and asphaltic pavements and parking lots. It is designed for use in sealing expansion and contraction joints as well as random cracks.

- Roadways
- Highway shoulders

FEATURES AND BENEFITS

- Compound for concrete and asphaltic pavements
- Actually prolongs the pavement service life
- Seals cracks and joints from water penetration

EQUIPMENT

Use an agitated oil-jacketed unit that has separate temperature gauges for both the sealant and the heat transfer fluid. Take the 30 lb plastic bag of sealant and load into the kettle one at a time. Melt only enough material for the day's activities. Once melted, additional material can be added as needed. Material can be safely reheated within the sealants service life.

NOTE: Prolonged heating of the sealant above the maximum safe heating temperature may cause it to gel in the kettle.

PREPARATION

To facilitate proper adhesion, the joint or crack should be dry and clear of any dirt, dust or other contaminants. Substrate and ambient temperatures must be 40° F or above. Proper sizing of the joint will cause the maximum extension/compression to not exceed 50% of the width. Joints or random cracks of 1/4" or less are difficult to properly clean prior to applying the sealant.

SERVICE LIFE

The service life (pot-life) at application temperatures is approximately 12 hours. Adding fresh material to the melter as sealant is being used will extend the service life. Material that has been overheated can thicken and gel in the melter. Any material that has exceeded the service life should be removed from the melter and discarded.

COVERAGE

Width	Depth	Pounds/100 lineal feet
3/8"	3/8"	6.9
3/8"	1/2"	9.3
1/2"	1/2"	12.3
1/2"	1"	24.7
3/4"	1/2"	18.6
3/4"	3/4"	27.8

PACKAGING

60# CARTON (2 SPLIT 30# CUBES)

36 CARTONS PER PALLET

35# CARTON

60 CARTONS PER PALLET

30# NO BOX TRI-BLOCK UNIT

65 UNITS PER PALLET



Patent Pending

TECHNICAL SERVICE

For conditions not specified, application procedures not noted, contact: Right Pointe Company (888) 755-5700.

LIMITED WARRANTY

Every reasonable effort is made to apply RIGHT POINTE COMPANY exacting standards both in the manufacture of our products and in the information which we issue concerning these products and their use. We warrant our products to be of good quality and will replace or, at our election, refund the purchase price of any products proved defective. Satisfactory results depend not only upon quality products, but also upon many factors beyond our control. Therefore, except for such replacement or refund, RIGHT POINTE COMPANY MAKES NO WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, RESPECTING ITS PRODUCTS, and RIGHT POINTE COMPANY shall have no other liability with respect thereto. Any claim regarding product defect must be received in writing within one (1) year from the date of shipment. No claim will be considered without such written notice or after the specified time interval. User shall determine the suitability of the products for the intended use and assume all risks and liability in connection therewith. Any authorized change in the printed recommendations concerning the use of our products must bear the signature of the RIGHT POINTE COMPANY Technical Manager.



Right / Pointe Company • 234 Harvestore Drive Dekalb, IL 60115

toll free: 888.755.5700 • office: 815.754.5700 • fax: 815.754.5702 • www.rightpointe.com



MANUFACTURER	: RIGHT POINTE COMPANY	
ADDRESS	: 234 Harvestore Drive	- HMIS -
	: P.O. BOX 467	
	: DeKalb, IL 60115	Health 1
TELEPHONE	: 888-755-5700	Flammability 1
FAX	: 815-754-5702	Reactivity 0
		Personal Protection
MFG. CODE I.D.	: JTS - 072	(Hazard Rating: 0=Least, 1=Slight, 2=Moderate, 3=High, 4=Extreme, *=Chronic)
TRADE NAME	: #5078 CLASS B	
FLAMMABILITY CLASSIFICATION	: NFPA : Not regulated.	
	: DOT : Not regulated.	
EXTINGUISHING MEDIA	: Use water fog, foam, dry chemical, or carbon dioxide.	
SPECIAL FIRE FIGHTING PROCEDURES AND PRECAUTIONS	: Clear fire area of unprotected personnel. Do not enter confined fire space without helmet, face shield, bunker coat, gloves, rubber boots, and a positive pressure NIOSH approved self-contained breathing apparatus.	
UNUSUAL FIRE AND EXPLOSION HAZARDS	: None recognized.	
STABILITY	: Stable.	
HAZARDOUS POLYMERIZATION	: Will not occur.	
HAZARDOUS DECOMPOSITION PRODUCTS	: Oxides and compounds of nitrogen, oxides and compounds of sulfur. Combustion may yield carbon dioxide, carbon monoxide, and/or incomplete combustion products. Do not breathe smoke or fumes. Wear appropriate protective equipment.	
CONDITIONS AND MATERIALS TO AVOID	: Avoid oxidizing materials and strong acids.	
EYE CONTACT: If irritation or redness develops, move victim away from exposure source and into fresh air. Flush eyes with water for fifteen minutes. If symptoms persist, seek medical attention.		
SKIN CONTACT: Wash with mild soap and water to remove condensed oil film. After contact with hot molten liquid, do not attempt to remove congealed solid; cool area with water and get medical attention. Do not use petroleum solvents to remove solid.		
INHALATION: If respiratory symptoms develop, move victim away from exposure source and into fresh air. If symptoms persist, seek medical attention. If victim is not breathing, immediately begin artificial respiration. If breathing difficulties develop, oxygen should be administered by qualified personnel. Seek immediate medical attention.		
INGESTION: Dilute with liquid unless the victim is unconscious or very drowsy. If vomiting spontaneously occurs, keep the victim's head below the hips to prevent aspiration into the lungs. Consult a physician, hospital, or poison control center and/or transport to and emergency facility immediately.		
RESPIRATORY PROTECTION: Use ventilation as required to control vapor concentrations. A minimum of 10 air changes per hour are recommended for good general room ventilation. If exposure exceeds the PEL/TLV, use the appropriate NIOSH approved respirator.		
PROTECTIVE CLOTHING: Wear safety glasses, goggles, or a splash shield to prevent eye contact. Contact lenses should not be worn. Wear appropriate gloves and protective clothing to prevent contact with skin and clothing.		
ADDITIONAL PROTECTIVE MEASURES: Eye wash fountains and safety showers should be available for use in an emergency.		
SPILL OR LEAK PROCEDURES:		
LARGE SPILLS: Evacuate the hazard area of unprotected personnel. Wear appropriate respirator and protective clothing. Shut-off source of leak only if safe to do so. Dike and contain. If vapor cloud forms, water fog may be used to suppress; contain run-off. Place in non-leaking containers for proper disposal. Flush area with water to remove trace residue; dispose of flush solutions as above.		
SMALL SPILLS: Place in non-leaking containers; seal tightly for proper disposal.		
DISPOSAL: Observe all federal, state and local regulations regarding proper disposal.		

Bid Items and Estimate of Quantities

Item #	Description	Estimated Quantity	Pounds per Box	Price per Box
300	Rubber-Asphalt Crack Sealer (TxDOT Item 300.2H Table 15)	350,000 lbs	35 lbs	\$11.90

Supplier: **Right Pointe**



PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION

WILLIAMSON COUNTY PURCHASING DEPARTMENT SOLICIATION 1704-156 Crack Seal

**BIDS MUST BE RECEIVED ON OR BEFORE:
May 8, 2017 3:00:00 PM CDT**

**BIDS WILL BE PUBLICLY OPENED:
May 8, 2017 3:00:00 PM CDT**

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

Williamson County prefers and requests electronic submittal of this Bid.

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

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

Bidders are strongly encouraged to carefully read this entire IFB.

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

Please note that a complete package must be submitted choosing one of the above two methods. Split packages submitted will be considered “unresponsive” and will not be accepted or evaluated.

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

General Information:

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

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

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

Supplier: **Right Pointe**



Williamson County – Invitation for Bid (IFB)

SECTION 1 - DEFINITIONS

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

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

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

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

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

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

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

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

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

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

SECTION 2 - BID FORMAT AND SUBMISSION

2.1 ORGANIZATION OF BID CONTENTS FOR SUBMITTAL

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

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

2.2 CONFLICT OF INTEREST

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

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

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

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

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

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

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

2.3 TRANSMITTAL LETTER

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

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

2.4 CERTIFICATE OF INTERESTED PARTIES – FORM 1295

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

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

By January 1, 2016, the Texas Ethics Commission will make available on its website, a new filing application that must be used to file Form 1295. Information regarding how to use the filing application is available on the Texas Ethics Commission website at the following link:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

A Respondent must:

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

After the Commissioners Court award of the Contract, the County shall notify the Texas Ethics Commission, using the Texas Ethics Commission's filing application, of the receipt of the filed Form 1295 and certification of filing not later than the 30th day after the date the Contract binds all parties to the Contract. The Texas Ethics Commission will post the completed Form 1295 to its website within seven business days after receiving notice from the County.

2.5 ETHICS

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

2.6 BID SUBMITTAL DEADLINE

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

2.7 DELIVERY OF BIDS

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

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

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

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

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

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

SECTION 3 - INSTRUCTIONS AND GENERAL REQUIREMENTS

3.1 INSTRUCTIONS

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

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

3.2 AMBIGUITY, CONFLICT, OR OTHER ERRORS IN THIS IFB

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

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

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

3.3 NOTIFICATION OF MOST CURRENT ADDRESS

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

3.4 SIGNATURE OF BIDDER

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

3.5 ASSUMED BUSINESS NAME

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

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

3.6 BID OBLIGATION

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

3.7 COMPLIANCE WITH IFB SPECIFICATIONS

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

3.8 WITHDRAWAL OF BID

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

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

3.9 EVALUATION AND AWARD

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

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

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

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

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

3.10 CONSIDERATION OF LOCATION OF PRINCIPAL OFFICE

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

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

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

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

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

3.11 RESPONSIBILITY

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

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

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

3.12 FIRM PRICING

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

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

3.13 PURCHASE ORDERS

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

3.14 SILENCE OF SPECIFICATIONS

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

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

3.15 REFERENCES

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

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

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

SECTION 4 - TERMS AND CONDITIONS

4.1 VENUE AND GOVERNING LAW

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

4.2 INCORPORATION BY REFERENCE AND PRECEDENCE

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

4.3 OWNERSHIP OF BID

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

4.4 DISQUALIFICATION OF BIDDER

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

4.5 FUNDING

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

4.6 ASSIGNMENT, SUCCESSORS AND ASSIGNS

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

4.7 IMPLIED REQUIREMENTS

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

4.8 TERMINATION

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

4.9 NON-PERFORMANCE

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

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

4.10 PROPRIETARY INFORMATION AND THE TEXAS PUBLIC INFORMATION ACT

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

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

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

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

4.11 RIGHT TO AUDIT

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

4.12 TESTING AND INSPECTIONS

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

4.13 BID PREPARATION COSTS

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

4.14 INDEMNIFICATION

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

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

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

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

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

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

4.15 WAIVER OF SUBROGATION

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

4.16 RELATIONSHIP OF THE PARTIES

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

4.17 SOLE PROVIDER

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

4.18 FORCE MAJEURE

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

4.19 SEVERABILITY

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

4.20 EQUAL OPPORTUNITY

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

4.21 NOTICE

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

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

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

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

4.22 SALES AND USE TAX EXEMPTION

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

4.23 COMPLIANCE WITH LAWS

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

4.24 INCORPORATION OF EXHIBITS, APPENDICES AND ATTACHMENTS

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

4.25 NO WAIVER OF IMMUNITIES

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

4.26 NO WAIVER

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

4.27 CURRENT REVENUES

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

4.28 FOB DESTINATION

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

4.29 BINDING EFFECT

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

and their respective permitted assigns and successors.

4.30 ASSIGNMENT

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

4.31 SAFETY

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

4.32 GENERAL OBLIGATIONS AND RELIANCE

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

4.33 ESTIMATED QUANTITIES

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

4.34 CONTRACTUAL DEVELOPMENT

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

4.35 SURVIVABILITY

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

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

4.36 AIR QUALITY

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

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

4.37 ENTIRE AGREEMENT

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

4.38 PAYMENT

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

- A. The date the County receives the goods under the Contract;
- B. The date the performance of the service under the Contract is completed; or
- C. The date the Williamson County Auditor receives an invoice for the goods or services.

Interest charges for any overdue payments shall be paid by the County in accordance with Texas Government Code, Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of the County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one (1) percent, and the prime rate published in the Wall Street Journal on the first (1st) day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

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

As a minimum, invoices shall include:

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

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

Payment inquiries should be directed to the following address:

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

4.39 CONTRACTUAL FORMATION AND ENSUING AGREEMENT

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

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

4.40 COOPERATIVE PURCHASING PROGRAM

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

4.41 INSURANCE REQUIREMENTS

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

4.42 BIDDERS BOND, WARRANTY BOND, PERFORMANCE AND PAYMENT BONDS

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

4.43 LEGAL LIABILITY INFORMATION

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

contract to the Commissioners Court.

4.44 INCLEMENT WEATHER

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

4.45 CONFIDENTIALITY

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

Supplier: Right Pointe

BID AFFIDAVIT

This form must be completed, signed, notarized and returned with Bid package

The undersigned certifies that the IFB and the Bidder's Bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all goods and/or services upon which prices are extended at the price Bid, and upon the conditions contained in the IFB.

I hereby certify that the foregoing Bid has not been prepared in collusion with any other Bidder or other person or persons engaged in the same line of business prior to the official opening of this Bid. Further, I certify that the Bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities Bid on, or to influence any person or persons to submit a Bid or not to submit a Bid thereon."

Name of Bidder:	Right Pointe LLC
Address of Bidder:	234 Harvestore Drive
Email:	chads@rightpointe.com
Telephone:	815-754-5700
Printed Name of Person Submitting Affidavit:	Chad Strohl
Signature of Person Submitting Affidavit:	Chad Strohl

Cooperative Purchasing Program

Check one of the following options below. A non-affirmative Bid will in no way have a negative impact on the County's evaluation of the Bid.

<input checked="" type="checkbox"/>	I will offer the quoted prices to all authorized entities during the term of the County's Contract.
<input type="checkbox"/>	I will not offer the quoted prices to all authorized entities.

If no box is checked, the Bidder agrees to make best efforts in good faith to offer the quoted prices to all authorized entities.

BEFORE ME, the undersigned authority, a Notary Public, personally appeared (*Name of Signer*), who after being by me duly sworn, did depose and say: "I, , (*Name of Signer*) am a duly authorized officer of/agent for (*Name of Bidder*) and have been duly authorized to execute the foregoing on behalf of the said (*Name of Bidder*).

SUBSCRIBED AND SWORN to before me by the above-named
on this the day of , 20.

Notary Public in and for

The State of

The County of **chads@rightpointe.com**

SIGNATURE AND NOTARY NOT REQUIRED IF COMPLETING IN BIDSYNCH ELECTRONICALLY.

Supplier: Right Pointe

Bidder References

List the last (3) companies or governmental agencies, where the same or similar goods and/or services as contained in this IFB package, were recently provided by Bidder.

Reference 1

Client Name:

State of Texas Road Procurement Austin TX

Location:

Contact Name:

Aubrey Carver Contract Manager

Title:

Phone:

512-475-5674 aubrey.carver@cpa.texas.gov

E-mail

Contract Date To:

04/01/2016 04/01/2017 17,000.00

Contract Date From:

Contract Value: \$

Scope of Work:

Rubber Asphalt Crack Sealer

Reference 2

Client Name:

County of Bell Belton TX

Location:

Contact Name:

Tina Adams Purchasing Assistant

Title:

Phone:

254-933-5115 tina.adams@bellcounty.texas.gov

E-mail

Contract Date To:

02/16/2016 08/15/2017 18,000.00

Contract Date From:

Contract Value: \$

Scope of Work:

Rubber Asphalt Crack Sealer

Reference 3

Client Name:
City of Oklahoma City Oklahoma City OK

Location:

Contact Name:
Thomas Edwards Senior Project Manager

Title:

Phone:
405-297-2071

E-mail

Contract Date To:
07/01/2014 06/30/2015 35,000.00

Contract Date From:

Contract Value: \$

Scope of Work:
Rubber Asphalt Crack Sealer

Supplier: Right Pointe

CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity		Form CIQ
<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>		OFFICE USE ONLY Date Received
1	Name of person doing business with local governmental entity. n/a	
2	Check this box if you are filing an update to a previously filed questionnaire. <input type="checkbox"/> <p>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>	
3	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. n/a	
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. n/a	

CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity	Form CIQ Page 2
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5	<p>Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)</p> <p>This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>D. Describe each affiliation or business relationship. n/a</p> <p>6. Describe any other affiliation or business relationship that might cause conflict of interest: n/a</p>	
7		
		chads@rightpointe.com
	Signature of person doing business with the governmental entity	Date
	<p style="color: red;">Signature not required if completing in BIDSYNC electronically.</p>	

The Quikrete Companies LLC dba Quality Pavement Repair (QPR)

Bid Contact **Lloyd Washington**
lwashington@qprmail.com
Ph 800-388-4338

Address **7322 Bonnyshire Drive**
Chattanooga, TN 37416

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch.	Docs
1704-156-01-01	Please Attach All Documents To This Line	Supplier Product Code: Supplier Notes: Our 50 lb. Boxes consists of (2) 25 lb blocks There are 27 Boxes per pallet	First Offer -	1 / each	Y	Y
Supplier Total						\$0.00

The Quikrete Companies LLC dba Quality Pavement Repair (QPR)**Item: Please Attach All Documents To This Line****Attachments**

1704-156 BID ITEM FORM.pdf

Packet_for_Bid_1704-156 COMPLETED.pdf

Bid Items and Estimate of Quantities

Item #	Description	Estimated Quantity	Pounds per Box	Price per Box
300	Rubber-Asphalt Crack Sealer (TxDOT Item 300.2H Table 15)	350,000 lbs	50	\$21.00



PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION

WILLIAMSON COUNTY PURCHASING DEPARTMENT SOLICIATION 1704-156 Crack Seal

**BIDS MUST BE RECEIVED ON OR BEFORE:
May 8, 2017 3:00:00 PM CDT**

**BIDS WILL BE PUBLICLY OPENED:
May 8, 2017 3:00:00 PM CDT**

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

Williamson County prefers and requests electronic submittal of this Bid.

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

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

Bidders are strongly encouraged to carefully read this entire IFB.

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

Please note that a complete package must be submitted choosing one of the above two methods. Split packages submitted will be considered “unresponsive” and will not be accepted or evaluated.

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

General Information:

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

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

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

Bid 1704-156

Crack Seal

Bid Number	1704-156
Bid Title	Crack Seal
Bid Start Date	Apr 18, 2017 1:22:23 PM CDT
Bid End Date	May 8, 2017 3:00:00 PM CDT
Question & Answer End Date	May 5, 2017 5:00:00 PM CDT
Bid Contact	Blake Skiles Purchasing Specialist III 512-943-1478 blake.skiles@wilco.org
Contract Duration	1 year
Contract Renewal	2 annual renewals
Prices Good for	90 days
Pre-Bid Conference	Apr 27, 2017 10:30:00 AM CDT Attendance is optional Location: 3151 S.E. Inner Loop Georgetown, TX 78626
Bid Comments	Williamson County is seeking qualified companies to provide Crack Seal.

Item Response Form

Item	1704-156-01-01 - Please Attach All Documents To This Line
Quantity	1 each
Prices are not requested for this item.	
Delivery Location	Williamson County, Texas <u>No Location Specified</u>
	Qty 1

Description

Please Attach All Documents To This Line

GENERAL NOTES AND TECHNICAL SPECS

General Information

Williamson County is seeking qualified companies to provide Asphalt Emulsions per Item 300, Texas Department of Transportation, Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges 2014.

Quantities shown are **estimated quantities**. The actual quantity purchased may be more or less. The County is not obligated to purchase any minimum amount and the County may purchase any reasonable amount greater than the estimate for the same unit price. Items will be ordered on an "As Needed" basis.

Williamson County reserves the right to award the bid in whole to one contractor or to award a contract on each separate item or combination of items as may be most advantageous to the County. A primary, secondary, tertiary, and/or subsequent award may be made for this bid by the County.

It is expressly understood and agreed that in case Williamson County should need any item(s) not available within the time frame needed from the successful vendor(s) during the term of this contract, the County reserves the right to purchase the item(s) vendors from other than the successful vendor(s) and shall not be in violation of any terms or conditions of said contract.

Provide three (3) references where like services have been performed by your firm. Include name of firm, address, telephone number and name of representative.

Definition of Terms

County: Williamson County Road and Bridge Division

Contractor: Successful bidder of the attached invitation to bid.

Engineer: County Engineer

Inspector: Employee of Williamson County supplied full time to the contractor's crew for the selection, prosecution, and quality control of the work. Should the work, as well as the geographical location, allow, the County may supply one foreman for multiple crews.

Specifications: Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges 2014.

Department: Road and Bridge Division

Control of Materials

Source Control. Use only materials that meet Contract requirements. Unless otherwise specified or approved, use new materials for the work. Secure the Engineer's approval of the proposed source of materials to be used before their delivery. Materials can be approved at a supply source or staging area but may be re-inspected.

The Contractor shall submit the following test reports from an approved independent testing laboratory, providing the proposed materials compliance and adequacy.

Emulsions and Specialty Emulsions:

CRM content, Grade B, % by wt.

Virgin rubber content, % by wt.

Penetration, 77°F, 150 g, 5 sec.

Penetration, 32°F, 200 g, 60 sec

Material Quality. Correct or remove materials that fail to meet the contract requirements, for cost incurred if additional sampling and testing is required by a change of source. Materials not meeting Contract requirements will be rejected, unless the Engineer approves corrective actions. Upon rejection, immediately remove and replace rejected materials. If the Contractor does not comply with this Article, the County may remove and replace defective material. The cost of testing, removal, and replacement will be deducted from invoice.

Manufacturer Warranties. Transfer to the County warranties and guarantees required by the Contract or received as part of normal trade practice.

Plant Inspection and Testing. The Engineer may but is not obligated to inspect materials at the acquisition or manufacturing source. Material samples will be obtained and tested for compliance with quality requirements. Materials produced under County inspection are for County use only unless released in writing by the Engineer.

If inspection is at the plant, meet the following conditions unless otherwise specified:

- Cooperate fully and assist the Engineer during the inspection
- Ensure the Engineer has full access to all parts of the plant used to manufacture or produce materials.
- In accordance with pertinent items and the Contract, provide a facility at the plant for use by the Engineer as an office or laboratory.
- Provide and maintain adequate safety measures and restroom facilities.
- Furnish and calibrate scales, measuring devices, and other necessary equipment.

The Engineer may provide inspection for periods other than daylight hours if:

- Continuous production of materials for County use is necessary due to the production volume being handled at the plant and
- The lighting is adequate to allow satisfactory inspection.

ITEM 300 – Asphalts, Oils and Emulsions

- Contractor to provide crack sealer that is Class B, Asphalt Rubber Blocks.
- Sample of the material to be provided prior to purchase.
- Sealant shall be hot-applied, single component polymer/rubber modified asphalt supplied in a solid form that when melted is flexible and an adhesive compound able to be applied in accordance with Item 712, TxDOT specifications.
- Product's preferred safe heating temperature shall be 400°F, with a recommended pour temperature of 380°F.

Bid Items and Estimate of Quantities

Item #	Description	Estimated Quantity	Pounds per Box	Price per Box
300	Rubber-Asphalt Crack Sealer (TxDOT Item 300.2H Table 15)	350,000 lbs	50	\$21.00



Williamson County – Invitation for Bid (IFB)

SECTION 1 - DEFINITIONS

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

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

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

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

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

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

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

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

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

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

SECTION 2 - BID FORMAT AND SUBMISSION

2.1 ORGANIZATION OF BID CONTENTS FOR SUBMITTAL

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

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

2.2 CONFLICT OF INTEREST

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

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

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

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

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

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

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

2.3 TRANSMITTAL LETTER

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

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

2.4 CERTIFICATE OF INTERESTED PARTIES – FORM 1295

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

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

By January 1, 2016, the Texas Ethics Commission will make available on its website, a new filing application that must be used to file Form 1295. Information regarding how to use the filing application is available on the Texas Ethics Commission website at the following link:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

A Respondent must:

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

After the Commissioners Court award of the Contract, the County shall notify the Texas Ethics Commission, using the Texas Ethics Commission's filing application, of the receipt of the filed Form 1295 and certification of filing not later than the 30th day after the date the Contract binds all parties to the Contract. The Texas Ethics Commission will post the completed Form 1295 to its website within seven business days after receiving notice from the County.

2.5 ETHICS

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

2.6 BID SUBMITTAL DEADLINE

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

2.7 DELIVERY OF BIDS

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

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

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

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

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

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

SECTION 3 - INSTRUCTIONS AND GENERAL REQUIREMENTS

3.1 INSTRUCTIONS

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

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

3.2 AMBIGUITY, CONFLICT, OR OTHER ERRORS IN THIS IFB

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

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

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

3.3 NOTIFICATION OF MOST CURRENT ADDRESS

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

3.4 SIGNATURE OF BIDDER

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

3.5 ASSUMED BUSINESS NAME

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

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

3.6 BID OBLIGATION

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

3.7 COMPLIANCE WITH IFB SPECIFICATIONS

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

3.8 WITHDRAWAL OF BID

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

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

3.9 EVALUATION AND AWARD

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

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

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

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

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

3.10 CONSIDERATION OF LOCATION OF PRINCIPAL OFFICE

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

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

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

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

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

3.11 RESPONSIBILITY

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

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

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

3.12 FIRM PRICING

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

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

3.13 PURCHASE ORDERS

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

3.14 SILENCE OF SPECIFICATIONS

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

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

3.15 REFERENCES

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

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

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

SECTION 4 - TERMS AND CONDITIONS

4.1 VENUE AND GOVERNING LAW

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

4.2 INCORPORATION BY REFERENCE AND PRECEDENCE

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

4.3 OWNERSHIP OF BID

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

4.4 DISQUALIFICATION OF BIDDER

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

4.5 FUNDING

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

4.6 ASSIGNMENT, SUCCESSORS AND ASSIGNS

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

4.7 IMPLIED REQUIREMENTS

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

4.8 TERMINATION

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

4.9 NON-PERFORMANCE

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

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

4.10 PROPRIETARY INFORMATION AND THE TEXAS PUBLIC INFORMATION ACT

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

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

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

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

4.11 RIGHT TO AUDIT

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

4.12 TESTING AND INSPECTIONS

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

4.13 BID PREPARATION COSTS

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

4.14 INDEMNIFICATION

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

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

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

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

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

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

4.15 WAIVER OF SUBROGATION

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

4.16 RELATIONSHIP OF THE PARTIES

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

4.17 SOLE PROVIDER

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

4.18 FORCE MAJEURE

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

4.19 SEVERABILITY

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

4.20 EQUAL OPPORTUNITY

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

4.21 NOTICE

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

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

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

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

4.22 SALES AND USE TAX EXEMPTION

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

4.23 COMPLIANCE WITH LAWS

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

4.24 INCORPORATION OF EXHIBITS, APPENDICES AND ATTACHMENTS

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

4.25 NO WAIVER OF IMMUNITIES

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

4.26 NO WAIVER

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

4.27 CURRENT REVENUES

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

4.28 FOB DESTINATION

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

4.29 BINDING EFFECT

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

and their respective permitted assigns and successors.

4.30 ASSIGNMENT

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

4.31 SAFETY

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

4.32 GENERAL OBLIGATIONS AND RELIANCE

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

4.33 ESTIMATED QUANTITIES

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

4.34 CONTRACTUAL DEVELOPMENT

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

4.35 SURVIVABILITY

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

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

4.36 AIR QUALITY

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

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

4.37 ENTIRE AGREEMENT

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

4.38 PAYMENT

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

- A. The date the County receives the goods under the Contract;
- B. The date the performance of the service under the Contract is completed; or
- C. The date the Williamson County Auditor receives an invoice for the goods or services.

Interest charges for any overdue payments shall be paid by the County in accordance with Texas Government Code, Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of the County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one (1) percent, and the prime rate published in the Wall Street Journal on the first (1st) day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

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

As a minimum, invoices shall include:

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

D. Quantity or quantities, applicable unit prices, total prices and total amount.

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

Payment inquiries should be directed to the following address:

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

4.39 CONTRACTUAL FORMATION AND ENSUING AGREEMENT

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

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

4.40 COOPERATIVE PURCHASING PROGRAM

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

4.41 INSURANCE REQUIREMENTS

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

4.42 BIDDERS BOND, WARRANTY BOND, PERFORMANCE AND PAYMENT BONDS

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

4.43 LEGAL LIABILITY INFORMATION

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

contract to the Commissioners Court.

4.44 INCLEMENT WEATHER

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

4.45 CONFIDENTIALITY

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

BID AFFIDAVIT

This form must be completed, signed, notarized and returned with Bid package

The undersigned certifies that the IFB and the Bidder's Bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all goods and/or services upon which prices are extended at the price Bid, and upon the conditions contained in the IFB.

I hereby certify that the foregoing Bid has not been prepared in collusion with any other Bidder or other person or persons engaged in the same line of business prior to the official opening of this Bid. Further, I certify that the Bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities Bid on, or to influence any person or persons to submit a Bid or not to submit a Bid thereon."

Name of Bidder:	<input type="text"/>
Address of Bidder:	<input type="text"/>
Email:	<input type="text"/>
Telephone:	<input type="text"/>
Printed Name of Person Submitting Affidavit:	<input type="text"/>
Signature of Person Submitting Affidavit:	<input type="text"/>

Cooperative Purchasing Program

Check one of the following options below. A non-affirmative Bid will in no way have a negative impact on the County's evaluation of the Bid.

<input type="checkbox"/>	I will offer the quoted prices to all authorized entities during the term of the County's Contract.
<input type="checkbox"/>	I will not offer the quoted prices to all authorized entities.

If no box is checked, the Bidder agrees to make best efforts in good faith to offer the quoted prices to all authorized entities.

BEFORE ME, the undersigned authority, a Notary Public, personally appeared <input type="text"/>
(Name of Signer), who after being by me duly sworn, did depose and say: "I, <input type="text"/> ,
(Name of Signer) am a duly authorized officer of/agent for <input type="text"/> (Name of Bidder) and
have been duly authorized to execute the foregoing on behalf of the said <input type="text"/> (Name of Bidder).
SUBSCRIBED AND SWORN to before me by the above-named <input type="text"/>
on this the <input type="text"/> day of <input type="text"/> , 20 <input type="text"/> .
<input type="text"/>
Notary Public in and for
The State of <input type="text"/>
The County of <input type="text"/>

SIGNATURE AND NOTARY NOT REQUIRED IF COMPLETING IN BIDSYSN ELECTRONICALLY.

Bidder References

List the last (3) companies or governmental agencies, where the same or similar goods and/or services as contained in this IFB package, were recently provided by Bidder.

Reference 1

Client Name:

Location:

Contact Name:

Title:

Phone:

E-mail

Contract Date To:

Contract Date From:

Contract Value: \$

Scope of Work:

	5
	6

Reference 2

Client Name:

Location:

Contact Name:

Title:

Phone:

E-mail

Contract Date To:

Contract Date From:

Contract Value: \$

Scope of Work:

	5
	6

Reference 3

Client Name:

Location:

Contact Name:

Title:

Phone:

E-mail

Contract Date To:

Contract Date From:

Contract Value: \$

Scope of Work:

	5
	6

CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity		Form CIQ
<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>		OFFICE USE ONLY Date Received <div style="border: 1px solid black; height: 20px; width: 100%;"></div>
1	Name of person doing business with local governmental entity. <div style="border: 1px solid black; padding: 2px;">N/A</div>	
2	<div style="text-align: center;"> <input type="checkbox"/> </div> <p style="text-align: center;">Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="text-align: center;">(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>	
3	<p>Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.</p> <div style="border: 1px solid black; height: 100px; width: 100%;"></div> <div style="text-align: right; position: absolute; top: 0; right: 0;">5</div> <div style="text-align: right; position: absolute; bottom: 0; right: 0;">6</div>	
4	<p>Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.</p> <div style="border: 1px solid black; height: 100px; width: 100%;"></div> <div style="text-align: right; position: absolute; top: 0; right: 0;">5</div> <div style="text-align: right; position: absolute; bottom: 0; right: 0;">6</div>	

CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity		Form CIQ Page 2
5	<p>Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)</p> <p>This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>D. Describe each affiliation or business relationship.</p> <div style="border: 1px solid black; height: 40px; margin-top: 5px;"></div>	
	<p>6. Describe any other affiliation or business relationship that might cause conflict of interest:</p> <div style="border: 1px solid black; height: 40px; margin-top: 5px;"></div>	
7	<div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 60%; border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div style="width: 35%; border-bottom: 1px solid black; margin-bottom: 5px;"></div> </div> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> Signature of person doing business with the governmental entity Date </div>	
	<p style="color: red;">Signature not required if completing in BIDSYNC electronically.</p>	

Question and Answers for Bid #1704-156 - Crack Seal

Overall Bid Questions

There are no questions associated with this bid.

Question Deadline: May 5, 2017 5:00:00 PM CDT

Supplier: The Quikrete Companies LLC dba Quality Pavement Repair (QPR)



PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION

WILLIAMSON COUNTY PURCHASING DEPARTMENT SOLICIATION 1704-156 Crack Seal

**BIDS MUST BE RECEIVED ON OR BEFORE:
May 8, 2017 3:00:00 PM CDT**

**BIDS WILL BE PUBLICLY OPENED:
May 8, 2017 3:00:00 PM CDT**

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

Williamson County prefers and requests electronic submittal of this Bid.

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

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

Bidders are strongly encouraged to carefully read this entire IFB.

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

Please note that a complete package must be submitted choosing one of the above two methods. Split packages submitted will be considered “unresponsive” and will not be accepted or evaluated.

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

General Information:

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

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

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

Supplier: The Quikrete Companies LLC dba Quality Pavement Repair (QPR)



Williamson County – Invitation for Bid (IFB)

SECTION 1 - DEFINITIONS

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

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

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

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

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

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

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

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

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

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

SECTION 2 - BID FORMAT AND SUBMISSION

2.1 ORGANIZATION OF BID CONTENTS FOR SUBMITTAL

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

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

2.2 CONFLICT OF INTEREST

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

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

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

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

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

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

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

2.3 TRANSMITTAL LETTER

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

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

2.4 CERTIFICATE OF INTERESTED PARTIES – FORM 1295

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

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

By January 1, 2016, the Texas Ethics Commission will make available on its website, a new filing application that must be used to file Form 1295. Information regarding how to use the filing application is available on the Texas Ethics Commission website at the following link:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

A Respondent must:

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

After the Commissioners Court award of the Contract, the County shall notify the Texas Ethics Commission, using the Texas Ethics Commission's filing application, of the receipt of the filed Form 1295 and certification of filing not later than the 30th day after the date the Contract binds all parties to the Contract. The Texas Ethics Commission will post the completed Form 1295 to its website within seven business days after receiving notice from the County.

2.5 ETHICS

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

2.6 BID SUBMITTAL DEADLINE

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

2.7 DELIVERY OF BIDS

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

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

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

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

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

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

SECTION 3 - INSTRUCTIONS AND GENERAL REQUIREMENTS

3.1 INSTRUCTIONS

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

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

3.2 AMBIGUITY, CONFLICT, OR OTHER ERRORS IN THIS IFB

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

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

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

3.3 NOTIFICATION OF MOST CURRENT ADDRESS

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

3.4 SIGNATURE OF BIDDER

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

3.5 ASSUMED BUSINESS NAME

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

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

3.6 BID OBLIGATION

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

3.7 COMPLIANCE WITH IFB SPECIFICATIONS

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

3.8 WITHDRAWAL OF BID

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

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

3.9 EVALUATION AND AWARD

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

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

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

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

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

3.10 CONSIDERATION OF LOCATION OF PRINCIPAL OFFICE

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

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

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

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

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

3.11 RESPONSIBILITY

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

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

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

3.12 FIRM PRICING

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

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

3.13 PURCHASE ORDERS

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

3.14 SILENCE OF SPECIFICATIONS

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

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

3.15 REFERENCES

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

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

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

SECTION 4 - TERMS AND CONDITIONS

4.1 VENUE AND GOVERNING LAW

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

4.2 INCORPORATION BY REFERENCE AND PRECEDENCE

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

4.3 OWNERSHIP OF BID

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

4.4 DISQUALIFICATION OF BIDDER

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

4.5 FUNDING

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

4.6 ASSIGNMENT, SUCCESSORS AND ASSIGNS

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

4.7 IMPLIED REQUIREMENTS

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

4.8 TERMINATION

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

4.9 NON-PERFORMANCE

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

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

4.10 PROPRIETARY INFORMATION AND THE TEXAS PUBLIC INFORMATION ACT

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

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

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

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

4.11 RIGHT TO AUDIT

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

4.12 TESTING AND INSPECTIONS

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

4.13 BID PREPARATION COSTS

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

4.14 INDEMNIFICATION

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

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

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

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

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

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

4.15 WAIVER OF SUBROGATION

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

4.16 RELATIONSHIP OF THE PARTIES

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

4.17 SOLE PROVIDER

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

4.18 FORCE MAJEURE

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

4.19 SEVERABILITY

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

4.20 EQUAL OPPORTUNITY

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

4.21 NOTICE

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

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

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

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

4.22 SALES AND USE TAX EXEMPTION

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

4.23 COMPLIANCE WITH LAWS

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

4.24 INCORPORATION OF EXHIBITS, APPENDICES AND ATTACHMENTS

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

4.25 NO WAIVER OF IMMUNITIES

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

4.26 NO WAIVER

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

4.27 CURRENT REVENUES

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

4.28 FOB DESTINATION

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

4.29 BINDING EFFECT

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

and their respective permitted assigns and successors.

4.30 ASSIGNMENT

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

4.31 SAFETY

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

4.32 GENERAL OBLIGATIONS AND RELIANCE

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

4.33 ESTIMATED QUANTITIES

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

4.34 CONTRACTUAL DEVELOPMENT

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

4.35 SURVIVABILITY

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

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

4.36 AIR QUALITY

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

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

4.37 ENTIRE AGREEMENT

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

4.38 PAYMENT

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

- A. The date the County receives the goods under the Contract;
- B. The date the performance of the service under the Contract is completed; or
- C. The date the Williamson County Auditor receives an invoice for the goods or services.

Interest charges for any overdue payments shall be paid by the County in accordance with Texas Government Code, Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of the County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one (1) percent, and the prime rate published in the Wall Street Journal on the first (1st) day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

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

As a minimum, invoices shall include:

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

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

Payment inquiries should be directed to the following address:

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

4.39 CONTRACTUAL FORMATION AND ENSUING AGREEMENT

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

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

4.40 COOPERATIVE PURCHASING PROGRAM

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

4.41 INSURANCE REQUIREMENTS

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

4.42 BIDDERS BOND, WARRANTY BOND, PERFORMANCE AND PAYMENT BONDS

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

4.43 LEGAL LIABILITY INFORMATION

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

contract to the Commissioners Court.

4.44 INCLEMENT WEATHER

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

4.45 CONFIDENTIALITY

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

Supplier: The Quikrete Companies LLC dba Quality Pavement Repair (QPR)

BID AFFIDAVIT

This form must be completed, signed, notarized and returned with Bid package

The undersigned certifies that the IFB and the Bidder's Bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all goods and/or services upon which prices are extended at the price Bid, and upon the conditions contained in the IFB.

I hereby certify that the foregoing Bid has not been prepared in collusion with any other Bidder or other person or persons engaged in the same line of business prior to the official opening of this Bid. Further, I certify that the Bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities Bid on, or to influence any person or persons to submit a Bid or not to submit a Bid thereon."

Name of Bidder:	The Quikrete Companies LLC dba Quality Pavement Repair (QPR)
Address of Bidder:	7322 Bonnyshire Drive
Email:	lwashington@qprmail.com
Telephone:	8003884338
Printed Name of Person Submitting Affidavit:	Lloyd Washington
Signature of Person Submitting Affidavit:	

Cooperative Purchasing Program

Check one of the following options below. A non-affirmative Bid will in no way have a negative impact on the County's evaluation of the Bid.

<input checked="checked" type="checkbox"/>	I will offer the quoted prices to all authorized entities during the term of the County's Contract.
<input type="checkbox"/>	I will not offer the quoted prices to all authorized entities.

If no box is checked, the Bidder agrees to make best efforts in good faith to offer the quoted prices to all authorized entities.

BEFORE ME, the undersigned authority, a Notary Public, personally appeared (*Name of Signer*), who after being by me duly sworn, did depose and say: "I, , (*Name of Signer*) am a duly authorized officer of/agent for (*Name of Bidder*) and have been duly authorized to execute the foregoing on behalf of the said (*Name of Bidder*).

SUBSCRIBED AND SWORN to before me by the above-named
on this the day of , 20.

Notary Public in and for

The State of

The County of

SIGNATURE AND NOTARY NOT REQUIRED IF COMPLETING IN BIDSYNCH ELECTRONICALLY.

Supplier: The Quikrete Companies LLC dba Quality Pavement Repair (QPR)

Bidder References

List the last (3) companies or governmental agencies, where the same or similar goods and/or services as contained in this IFB package, were recently provided by Bidder.

Reference 1

Client Name:	Location:	
County of Greene Springfield, MO		
Contact Name:	Title:	
Melissa Denney Purchasing Coordinator		
Phone:	E-mail	
417-868-4013 MDenney@greencountymo.gov		
Contract Date To:	Contract Date From:	Contract Value: \$
3/1/18 3/1/17 Open		
Scope of Work:		
Provide our QPRÂÂ NxGEN Hot Applied Crack seal material		

Reference 2

Client Name:	Location:	
MD Department of General Services State of Maryland		
Contact Name:	Title:	
Stacey Pollitt Procurement Officer		
Phone:	E-mail	
410-767-3002 stacey.pollitt1@maryland.gov		
Contract Date To:	Contract Date From:	Contract Value: \$
4/30/20 4/21/17 275,600.00		
Scope of Work:		
Provide our water activated Pothole repair material called QPRÂÂ UTILIMAX		

Reference 3

Client Name:
NC DOT State of North Carolina

Location:

Contact Name: Title:
James D. McCormick TRANSPORTATION AGENT NC-DOT PURCHASING

Phone: E-mail
(919) 707-2639 jdmccormick@ncdot.gov

Contract Date To: Contract Date From: Contract Value: \$
5/1/18 5/1/16 Open

Scope of Work:
Provide the Counties of the State of NC with
QPRÂ Â® BULK Cold Mix

Supplier: The Quikrete Companies LLC dba Quality Pavement Repair (QPR)

CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity		Form CIQ
<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>		<p>OFFICE USE ONLY</p> <p>Date Received</p>
1	<p>Name of person doing business with local governmental entity. N/A</p>	
2	<p>Check this box if you are filing an update to a previously filed questionnaire.</p> <p><input type="checkbox"/></p> <p>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>	
3	<p>Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money. N/A</p>	
4	<p>Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire. N/A</p>	


CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental	Form CIQ
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entity		Page 2
5	<p>Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)</p> <p>This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>D. Describe each affiliation or business relationship.</p> <p>6. Describe any other affiliation or business relationship that might cause conflict of interest:</p>	
7		
	Signature of person doing business with the governmental entity	Date
	Signature not required if completing in BIDSYNC electronically.	

CRAFCO TEXAS, INC

Bid Contact **ANA ORTIZ**
ana.ortiz@crafco.com
Ph 210-496-2070
Fax 210-496-2732

Address **105 TOWER DR**
SAN ANTONIO, TX 78109

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch.	Docs
1704-156-01-01	Please Attach All Documents To This Line	Supplier  Product Code:	First Offer -	1 / each	Y	Y
Supplier Total						\$0.00

CRAFCO TEXAS, INC**Item: Please Attach All Documents To This Line****Attachments**

2823_001.pdf



May 5, 2017

CrafcO, Inc.
6165 W. Detroit St.
Chandler, AZ 85226

Cheryl Jones
6165 W. Detroit St.
Chandler, AZ 85526
Cheryl.jones@crafcO.com
Fax: 480-961-0513

Tax ID: 86-0324978

Sincerely,

A handwritten signature in blue ink, appearing to read "Jim Chehovits", is written over a light blue horizontal line.

Jim Chehovits
Vice President Operations
CrafcO, Inc.

Bid Items and Estimate of Quantities

Item #	Description	Estimated Quantity	Pounds per Box	Price per Box
300	Rubber-Asphalt Crack Sealer (TxDOT Item 300.2H Table 15)	350,000 lbs	\$0.376	\$11.28

CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity		Form CIQ
<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>		<p>OFFICE USE ONLY</p> <p>Date Received</p> <div style="border: 1px solid black; height: 20px; width: 100px;"></div>
1	<p>Name of person doing business with local governmental entity.</p> <div style="border: 1px solid black; padding: 2px;">Crafco, Inc.</div>	
2	<p>Check this box if you are filing an update to a previously filed questionnaire.</p> <p><input type="checkbox"/></p> <p>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>	
3	<p>Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.</p> <div style="border: 1px solid black; height: 60px; width: 100%;"></div>	
4	<p>Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.</p> <div style="border: 1px solid black; height: 60px; width: 100%;"></div>	

CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity		Form CIQ Page 2
5	<p>Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)</p> <p>This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>D. Describe each affiliation or business relationship.</p> <div style="border: 1px solid black; height: 40px; margin-top: 5px;"></div>	
	<p>6. Describe any other affiliation or business relationship that might cause conflict of interest:</p> <div style="border: 1px solid black; height: 40px; margin-top: 5px;"></div>	
7	<div style="border: 1px solid black; height: 40px; margin-bottom: 5px;"></div> <div style="border: 1px solid black; padding: 2px; display: inline-block;"> </div> <div style="border: 1px solid black; padding: 2px; display: inline-block; width: 150px;"> Jim Chehovits </div>	<div style="border: 1px solid black; padding: 2px; display: inline-block; width: 100px;"> May 5, 2017 </div>
	Signature of person doing business with the governmental entity	Date
	Signature not required if completing in BIDSYNC electronically.	

Bidder References

List the last (3) companies or governmental agencies, where the same or similar goods and/or services as contained in this IFB package, were recently provided by Bidder.

Reference 1

Client Name:	Location:	
City of Fort Worth	5001 James Ave. #208 Fort Worth, TX 76115	
Contact Name:	Title:	
Allen Hall	Street Superintendent	
Phone:	E-mail	
817-392-6696	allen.hall@fortworthtexas.gov	
Contract Date To:	Contract Date From:	Contract Value: \$
05-2015	05-2018	\$80,000/Year

Scope of Work:
Sealant

Reference 2

Client Name:	Location:	
City of El Paso	218 N. Campbell St. El Paso, TX 79901	
Contact Name:	Title:	
Khalil Zaied	Director-Public Works	
Phone:	E-mail	
915-212-0065	khaliz@elpasotx.gov	
Contract Date To:	Contract Date From:	Contract Value: \$
09-2015	09-2017	\$40,000/Year

Scope of Work:
Sealant

Reference 3

Client Name:

Location:

City of Abilene

555 Walnut Room 207 Abilene, TX 79601

Contact Name:

Title:

Rodney Abila

Streets Manager

Phone:

E-mail

325-676-6047

rodney.abila@abilinetx.com

Contract Date To:

Contract Date From:

Contract Value: \$

07-2015

07-2017

\$20,000/Year

Scope of Work:

Sealant



BID AFFIDAVIT**This form must be completed, signed, notarized and returned with Bid package**

The undersigned certifies that the IFB and the Bidder's Bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all goods and/or services upon which prices are extended at the price Bid, and upon the conditions contained in the IFB.

I hereby certify that the foregoing Bid has not been prepared in collusion with any other Bidder or other person or persons engaged in the same line of business prior to the official opening of this Bid. Further, I certify that the Bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities Bid on, or to influence any person or persons to submit a Bid or not to submit a Bid thereon."

Name of Bidder:	Crafcu, Inc.
Address of Bidder:	6165 W. Detroit St. Chandler, AZ 85226
Email:	cheryl.jones@crafcu.com
Telephone:	602-276-0406
Printed Name of Person Submitting Affidavit:	Jim Chehovits
Signature of Person Submitting Affidavit:	<i>Jim Chehovits</i>

Cooperative Purchasing Program

Check one of the following options below. A non-affirmative Bid will in no way have a negative impact on the County's evaluation of the Bid.

<input type="checkbox"/>	I will offer the quoted prices to all authorized entities during the term of the County's Contract.
<input checked="" type="checkbox"/>	I will not offer the quoted prices to all authorized entities.

If no box is checked, the Bidder agrees to make best efforts in good faith to offer the quoted prices to all authorized entities.

BEFORE ME, the undersigned authority, a Notary Public, personally appeared Jim Chehovits
 (Name of Signer), who after being by me duly sworn, did depose and say: "I, Jim Chehovits,
 (Name of Signer) am a duly authorized officer of/agent for Crafcu, Inc. (Name of Bidder) and
 have been duly authorized to execute the foregoing on behalf of the said Crafcu, Inc. (Name of Bidder).

SUBSCRIBED AND SWORN to before me by the above-named Jim Chehovits
 on this the 5th day of May, 2017.

Angie Hoaglin
 Notary Public in and for

The State of Arizona

The County of Maricopa



SIGNATURE AND NOTARY NOT REQUIRED IF COMPLETING IN BIDS SYNC ELECTRONICALLY.



Asphalt Material Test Report

Sample ID: C16374514 Disposition: Meets Quality Specifications
Effective Dates: 01/01/2017 to 06/30/2017

Grade: CS-A (Rubber-Asphalt Crack Sealer Class A)

Sampled: 11/3/2016

Producer: Crafc, Inc.

Received: 11/14/2016

Chandler, AZ

Completed: 11/22/2016

Sample Type: QM

Reviewed by: CIGLEHA

ID Marks:

SM ID: QM301C16374514

Months: JAN-JUL17

Other ID: AR 233

Test No	Test Name	Result	Units	Min	Max
Tex 544-C	Crumb Rubber Modifier Content	25	%	22	26
Tex 502-C	Cone Penetration at 77°F	38	p.u.	30	50
Tex 502-C	Cone Penetration at 32°F	14	p.u.	12	
Tex 504-C	Flash Point by Cleveland Open Cup	585	°F	400	

Remarks: P/N 34233
CRAFCO, TN.

Sample ID: C16374515 Disposition: Meets Quality Specifications
Effective Dates: 01/01/2017 to 06/30/2017

Grade: CS-B (Rubber-Asphalt Crack Sealer Class B)

Sampled: 11/3/2016

Producer: Crafc, Inc.

Received: 11/14/2016

Chandler, AZ

Completed: 11/22/2016

Sample Type: QM

Reviewed by: CIGLEHA

ID Marks:

SM ID: QM301C16374515

Months: JAN-JUL17

Other ID: AR 541

Test No	Test Name	Result	Units	Min	Max
Tex 544-C	Crumb Rubber Modifier Content	15.17	%	13	17
Tex 502-C	Cone Penetration at 77°F	41	p.u.	30	50
Tex 502-C	Cone Penetration at 32°F	15	p.u.	12	
Tex 504-C	Flash Point by Cleveland Open Cup	550	°F	400	
Tex 505-C	Softening Point by Ring and Ball	222	°F	170	
Tex 525-C	3-Cycle Bond Test at 20°F	PASS			

Remarks: P/N 34541
CRAFCO, TN.



Asphalt Material Test Report

Sample ID: C16374511 Disposition: Meets Quality Specifications
Effective Dates: 01/01/2017 to 06/30/2017

Grade: CS-A (Rubber-Asphalt Crack Sealer Class A)

Producer: Crafcro, Inc.

Cheyenne, WY

Sample Type: QM

ID Marks: 5078TXA

Months: JAN-JUL17

Sampled: 11/3/2016

Received: 11/14/2016

Completed: 11/22/2016

Reviewed by: CIGLEHA

SM ID: QM301C16374511

Other ID:

Test No	Test Name	Result	Units	Min	Max
Tex 544-C	Crumb Rubber Modifier Content	23	%	22	26
Tex 502-C	Cone Penetration at 77°F	36	p.u.	30	50
Tex 502-C	Cone Penetration at 32°F	14	p.u.	12	
Tex 504-C	Flash Point by Cleveland Open Cup	545	°F	400	

Remarks: P/N 85078TXA

Sample ID: C16374512 Disposition: Meets Quality Specifications
Effective Dates: 01/01/2017 to 06/30/2017

Grade: CS-B (Rubber-Asphalt Crack Sealer Class B)

Producer: Crafcro, Inc.

Cheyenne, WY

Sample Type: QM

ID Marks: 5078TXB

Months: JAN-JUL17

Sampled: 11/3/2016

Received: 11/14/2016

Completed: 11/22/2016

Reviewed by: CIGLEHA

SM ID: QM301C16374512

Other ID:

Test No	Test Name	Result	Units	Min	Max
Tex 544-C	Crumb Rubber Modifier Content	14.2	%	13	17
Tex 502-C	Cone Penetration at 77°F	33	p.u.	30	50
Tex 502-C	Cone Penetration at 32°F	16	p.u.	12	
Tex 504-C	Flash Point by Cleveland Open Cup	570	°F	400	
Tex 505-C	Softening Point by Ring and Ball	219	°F	170	
Tex 525-C	3-Cycle Bond Test at 20°F	PASS			

Remarks: P/N 85078TXB



PRODUCT DATA SHEET

ASPHALT RUBBER 541

PART NO. 34541

SEPTEMBER 2016

6165 W Detroit St. • Chandler AZ 85226

+1 (602) 276-0406 • +1 (800) 528-8242 • FAX +1 (480) 961-0513

www.crafco.com

READ BEFORE USING THIS PRODUCT

GENERAL Crafco Asphalt Rubber 541 sealant is a hot-applied asphalt based product used to seal and fill cracks and joints in asphalt or Portland cement concrete pavements in moderate to hot climates. Asphalt Rubber 541 is supplied in solid form which when melted and properly applied forms an adhesive and flexible compound that resists cracking in the winter and resists flow at summer temperatures. Asphalt Rubber 541 is used in highway, street, airfield and parking lot pavements and is applied to pavement cracks and joints using pressure feed melter applicators. At application temperature, Asphalt Rubber 541 is a higher viscosity, non self-leveling product. Asphalt Rubber 541 contains virgin rubber, vulcanized granulated crumb rubber, and selected paving asphalt. Asphalt rubber 541 is produced to meet requirements of the Texas Highway Department for Rubber Asphalt Crack Sealer. VOC = 0 g/l.

USAGE GUIDELINES Asphalt Rubber 541 is applicable for Sealant/Reservoir or Filler / Overband Use in moderate to hot climates with low and high pavement temperatures identified in the charts. Pavement temperatures for the project location are determined at 98% reliability using FHWA LTPPBind V 3.1, and sealant or filler use is determined following Crafco Product Selection procedures.

 Applicable Pavement Temperatures

High Temperature (°C)

°C	52	58	64	70	76	82
Low Temperature (°C)						
-10						
-16						
-22						
-28						
-34						
-40						
-46						

Sealant / Reservoir Use

High Temperature (°C)

°C	52	58	64	70	76	82
Low Temperature (°C)						
-10						
-16						
-22						
-28						
-34						
-40						
-46						

Filler / Overband Use

SPECIFICATION CONFORMANCE Crafco Asphalt Rubber 541 meets all requirements of State of Texas Department of Highways for Rubber Asphalt Crack Sealer (Texas SDHPT Item 300.2 Class B) and exceeds requirements of ASTM D5078.

Test

Minimum Application Temperature
Maximum Heating Temperature
Cone Penetration, 77°F (25°C)
Cone Penetration, 32°F (0°C), 200 g 60 sec.
Softening Point (ASTM D36)
Flash Point, modified C.O.C.
Virgin Rubber Polymer, % by wt.
Granulated vulcanized rubber, % by wt.
Bond, 20°F (-7°C), 50% ext

Texas SDHPT 300.2 Class B Limits

380°F (193°C)
400°F (204°C)
30-50
12 min.
170°F (77°C) min.
400°F (204°C) min.
2% min.
13-17%
Pass 3 cycles.

INSTALLATION Prior to use, the user must read and follow Installation Instructions for Hot-Applied RoadSaver, PolyFlex, Parking Lot and Asphalt Rubber Products to verify proper product selection, heating methods, pavement preparation procedures, application geometry, usage precautions and safety procedures. These instructions are provided with each pallet of product.

PACKAGING Product is supplied in either cardboard boxes, or in meltable, boxless PLEXI-melt packaging. Both package types are labeled in accordance with OSHA, GHS, and specification requirements; are sold by net weight; are interlock stacked on 48 x 40 in. (122 x 102 cm) 4-way pallets; can be stored outside; and are covered with a weather resistant pallet cover and 2 layers of UV protected stretch wrap.

- **BOX** packaging consists of cardboard boxes containing approximately 30 lb. (13.6 kg) of product with 75 boxes per pallet, weighing approximately 2250 lb. (1020 kg). Boxes contain a quick melting release film for easy removal and are taped closed, without any staples.
- **PLEXI-melt** packaging consists of 30 lb. (13.6 kg) blocks of product with 70 packages per pallet, weighing 2100 lb. (952 kg). To use, the pallet wrap is removed, and individual blocks are placed in the melter. There are no cardboard boxes or other cardboard components to open, empty, handle, or dispose of. PLEXI-melt packaging quickly melts into the product without affecting specification conformance.

WARRANTY Crafco, Inc. warrants that Crafco products meet applicable ASTM, AASHTO, Federal or State specifications at time of shipment. Techniques used for the preparation of the cracks and joints prior to sealing or filling are beyond our control as are the use and application of the products; therefore, Crafco shall not be responsible for improperly applied or misused products. Remedies against Crafco, Inc., as agreed to by Crafco, are limited to replacing nonconforming product or refund (full or partial) of purchase price from Crafco, Inc. All claims for breach of this warranty must be made within three (3) months of the date of use or twelve (12) months from the date of delivery by Crafco, Inc. whichever is earlier. There shall be no other warranties expressed or implied. For optimum performance, follow Crafco recommendations for product installation.

Supplier: CRAFCO TEXAS, INC



PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION

WILLIAMSON COUNTY PURCHASING DEPARTMENT SOLICIATION 1704-156 Crack Seal

**BIDS MUST BE RECEIVED ON OR BEFORE:
May 8, 2017 3:00:00 PM CDT**

**BIDS WILL BE PUBLICLY OPENED:
May 8, 2017 3:00:00 PM CDT**

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

Williamson County prefers and requests electronic submittal of this Bid.

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

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

Bidders are strongly encouraged to carefully read this entire IFB.

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

Please note that a complete package must be submitted choosing one of the above two methods. Split packages submitted will be considered “unresponsive” and will not be accepted or evaluated.

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

General Information:

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

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

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

Supplier: **CRAFCO TEXAS, INC**



Williamson County – Invitation for Bid (IFB)

SECTION 1 - DEFINITIONS

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

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

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

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

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

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

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

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

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

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

SECTION 2 - BID FORMAT AND SUBMISSION

2.1 ORGANIZATION OF BID CONTENTS FOR SUBMITTAL

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

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

2.2 CONFLICT OF INTEREST

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

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

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

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

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

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

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

2.3 TRANSMITTAL LETTER

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

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

2.4 CERTIFICATE OF INTERESTED PARTIES – FORM 1295

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

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

By January 1, 2016, the Texas Ethics Commission will make available on its website, a new filing application that must be used to file Form 1295. Information regarding how to use the filing application is available on the Texas Ethics Commission website at the following link:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

A Respondent must:

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

After the Commissioners Court award of the Contract, the County shall notify the Texas Ethics Commission, using the Texas Ethics Commission's filing application, of the receipt of the filed Form 1295 and certification of filing not later than the 30th day after the date the Contract binds all parties to the Contract. The Texas Ethics Commission will post the completed Form 1295 to its website within seven business days after receiving notice from the County.

2.5 ETHICS

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

2.6 BID SUBMITTAL DEADLINE

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

2.7 DELIVERY OF BIDS

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

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

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

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

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

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

SECTION 3 - INSTRUCTIONS AND GENERAL REQUIREMENTS

3.1 INSTRUCTIONS

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

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

3.2 AMBIGUITY, CONFLICT, OR OTHER ERRORS IN THIS IFB

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

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

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

3.3 NOTIFICATION OF MOST CURRENT ADDRESS

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

3.4 SIGNATURE OF BIDDER

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

3.5 ASSUMED BUSINESS NAME

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

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

3.6 BID OBLIGATION

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

3.7 COMPLIANCE WITH IFB SPECIFICATIONS

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

3.8 WITHDRAWAL OF BID

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

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

3.9 EVALUATION AND AWARD

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

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

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

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

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

3.10 CONSIDERATION OF LOCATION OF PRINCIPAL OFFICE

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

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

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

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

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

3.11 RESPONSIBILITY

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

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

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

3.12 FIRM PRICING

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

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

3.13 PURCHASE ORDERS

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

3.14 SILENCE OF SPECIFICATIONS

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

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

3.15 REFERENCES

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

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

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

SECTION 4 - TERMS AND CONDITIONS

4.1 VENUE AND GOVERNING LAW

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

4.2 INCORPORATION BY REFERENCE AND PRECEDENCE

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

4.3 OWNERSHIP OF BID

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

4.4 DISQUALIFICATION OF BIDDER

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

4.5 FUNDING

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

4.6 ASSIGNMENT, SUCCESSORS AND ASSIGNS

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

4.7 IMPLIED REQUIREMENTS

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

4.8 TERMINATION

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

4.9 NON-PERFORMANCE

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

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

4.10 PROPRIETARY INFORMATION AND THE TEXAS PUBLIC INFORMATION ACT

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

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

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

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

4.11 RIGHT TO AUDIT

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

4.12 TESTING AND INSPECTIONS

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

4.13 BID PREPARATION COSTS

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

4.14 INDEMNIFICATION

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

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

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

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

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

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

4.15 WAIVER OF SUBROGATION

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

4.16 RELATIONSHIP OF THE PARTIES

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

4.17 SOLE PROVIDER

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

4.18 FORCE MAJEURE

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

4.19 SEVERABILITY

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

4.20 EQUAL OPPORTUNITY

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

4.21 NOTICE

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

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

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

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

4.22 SALES AND USE TAX EXEMPTION

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

4.23 COMPLIANCE WITH LAWS

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

4.24 INCORPORATION OF EXHIBITS, APPENDICES AND ATTACHMENTS

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

4.25 NO WAIVER OF IMMUNITIES

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

4.26 NO WAIVER

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

4.27 CURRENT REVENUES

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

4.28 FOB DESTINATION

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

4.29 BINDING EFFECT

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

and their respective permitted assigns and successors.

4.30 ASSIGNMENT

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

4.31 SAFETY

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

4.32 GENERAL OBLIGATIONS AND RELIANCE

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

4.33 ESTIMATED QUANTITIES

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

4.34 CONTRACTUAL DEVELOPMENT

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

4.35 SURVIVABILITY

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

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

4.36 AIR QUALITY

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

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

4.37 ENTIRE AGREEMENT

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

4.38 PAYMENT

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

- A. The date the County receives the goods under the Contract;
- B. The date the performance of the service under the Contract is completed; or
- C. The date the Williamson County Auditor receives an invoice for the goods or services.

Interest charges for any overdue payments shall be paid by the County in accordance with Texas Government Code, Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of the County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one (1) percent, and the prime rate published in the Wall Street Journal on the first (1st) day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

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

As a minimum, invoices shall include:

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

D. Quantity or quantities, applicable unit prices, total prices and total amount.

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

Payment inquiries should be directed to the following address:

Williamson County Auditor's Office, Accounts Payable Department

Email: accountspayable@wilco.org

Phone: 512-943-1500

4.39 CONTRACTUAL FORMATION AND ENSUING AGREEMENT

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

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

4.40 COOPERATIVE PURCHASING PROGRAM

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

4.41 INSURANCE REQUIREMENTS

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

4.42 BIDDERS BOND, WARRANTY BOND, PERFORMANCE AND PAYMENT BONDS

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

4.43 LEGAL LIABILITY INFORMATION

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

contract to the Commissioners Court.

4.44 INCLEMENT WEATHER

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

4.45 CONFIDENTIALITY

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

Supplier: CRAFCO TEXAS, INC

BID AFFIDAVIT

This form must be completed, signed, notarized and returned with Bid package

The undersigned certifies that the IFB and the Bidder's Bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all goods and/or services upon which prices are extended at the price Bid, and upon the conditions contained in the IFB.

I hereby certify that the foregoing Bid has not been prepared in collusion with any other Bidder or other person or persons engaged in the same line of business prior to the official opening of this Bid. Further, I certify that the Bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities Bid on, or to influence any person or persons to submit a Bid or not to submit a Bid thereon."

Name of Bidder:	
Address of Bidder:	
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 Bid will in no way have a negative impact on the County's evaluation of the Bid.

<input type="checkbox"/>	I will offer the quoted prices to all authorized entities during the term of the County's Contract.
<input type="checkbox"/>	I will not offer the quoted prices to all authorized entities.

If no box is checked, the Bidder agrees to make best efforts in good faith to offer the quoted prices to all authorized entities.

BEFORE ME, the undersigned authority, a Notary Public, personally appeared (*Name of Signer*), who after being by me duly sworn, did depose and say: "I, , (*Name of Signer*) am a duly authorized officer of/agent for (*Name of Bidder*) and have been duly authorized to execute the foregoing on behalf of the said (*Name of Bidder*).

SUBSCRIBED AND SWORN to before me by the above-named
on this the day of , 20.

Notary Public in and for

The State of

The County of

SIGNATURE AND NOTARY NOT REQUIRED IF COMPLETING IN BIDSYSN ELECTRONICALLY.

Supplier: **CRAFCO TEXAS, INC**

Bidder References

List the last (3) companies or governmental agencies, where the same or similar goods and/or services as contained in this IFB package, were recently provided by Bidder.

Reference 1

Client Name:

Location:

Contact Name:

Title:

Phone:

E-mail

Contract Date To:

Contract Date From:

Contract Value: \$

Scope of Work:

Reference 2

Client Name:

Location:

Contact Name:

Title:

Phone:

E-mail

Contract Date To:

Contract Date From:

Contract Value: \$

Scope of Work:

Reference 3

Client Name:

Location:

Contact Name:

Title:

Phone:

E-mail

Contract Date To:

Contract Date From:

Contract Value: \$

Scope of Work:

Supplier: CRAFCO TEXAS, INC

CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity		Form CIQ
<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>		<p>OFFICE USE ONLY</p> <p>Date Received</p>
1	Name of person doing business with local governmental entity.	
2	<p>Check this box if you are filing an update to a previously filed questionnaire.</p> <p><input type="checkbox"/></p> <p>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>	
3	<p>Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.</p>	
4	<p>Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.</p>	

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.	

	<p align="center">(Complete this section only if the answer to A, B, or C is YES.)</p> <p>This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	
	<p>B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>D. Describe each affiliation or business relationship.</p> <p>6. Describe any other affiliation or business relationship that might cause conflict of interest:</p>	
7		
	Signature of person doing business with the governmental entity	Date
	<p align="center">Signature not required if completing in BIDSYNC electronically.</p>	

	Right Pointe	Crafco	Quikrete Co
Item # 300			
Rubber-Asphalt Crack Sealer			
(TxDOT Item 300.2H Table 15)			
Estimated Quantity			
350,000 lbs			
Pounds Per Box	35	30	50
Price Per Box	\$11.90	\$11.28	\$21.00
Price Per Pound	\$0.34	\$0.376	\$0.42
Award Recommendation	Primary	Secondary	Tertiary

Commissioners Court - Regular Session**51.****Meeting Date:** 05/16/2017

Roadside Chemicals and Herbicides renewal

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 authorizing the renewal of Roadside Chemicals and Herbicides, Bid #15IFB116 for the term of June 1, 2017 – May 31, 2018, with Red River Specialties, the Primary Vendor. This is the second extension of two (2) possible, one (1) year renewal options.

Background

The primary vendor, Red River Specialties, Inc. has agreed to this renewal. The secondary vendor, Crop Production Services has opted out of this renewal period. The only exception to this process is with the primary vendor, Red River Specialties, Inc.(RRSI) who requested a product change to Garlon 3A, due to manufacturer obsolescence (DOW Agrosiences) on Element 3A. This was reviewed and accepted by Road and Bridge. In addition, they provided a price increase to comply with their agency agreements for two items. This has been substantiated with BAYER Science manufacturer letter directive for these two items. All other pricing, terms and conditions remain the same.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments[Red River Specialties](#)

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Dianne West

Final Approval Date: 05/11/2017

Reviewed By

Wendy Coco

Date

05/11/2017 11:39 AM

Started On: 05/11/2017 10:12 AM



Summary Agreement for Renewal of Williamson County Contract

Purchase/Contract Type:	Commodity	Department:	Road & Bridge						
Vendor Name:	Red River Specialties, Inc.								
Vendor Address:	1324 North Hearne Avenue Suite 120, Shreveport, LA 71107								
Purpose/Intended Use of Product or Service (summary):									
Roadside Chemicals & Herbicides. Secondary awarded Vendor.									
P.O./Contract Number:	15IFB116	Effective Date:	June 01, 2017						
Purchaser/Contract Specialist:	Dianne West	Expiration Date:	May 31, 2018						
Requested By:	Bob Daigh, Sr. Department Director								
Detailed description of renewal of product and/or service.									
<ul style="list-style-type: none"> • Williamson County wishes to extend this bid/proposal for the same pricing, terms and conditions as the existing contract with the exception of the item replacement (#1) and two item price changes (#2, #3) that are identified below and are subject to Commissioners Court approval: <ol style="list-style-type: none"> 1. Element 3A – product obsolescence by DOW Agrosiences and replaced by Garlon 3A. 2. Perspective from \$77.46/lb to \$87.04/lb 3. Esplanade 200 SC from \$1,044.48/gal to \$1,091.84/gal. <ul style="list-style-type: none"> - PLEASE INCLUDE THE FOLLOWING: <u>A COMPLETED 1295 FORM</u>; AND - <u>RENEWED INSURANCE CERTIFICATE</u> AS IT WAS REQUIRED IN BID/PROPOSAL. • Extend Contract for the 2nd of three (3) one (1) year renewal option periods: <table style="width: 100%; margin-top: 5px;"> <tr> <td style="width: 30%;">Renewal Option Period 2</td> <td>June 01, 2017– May 31, 2018</td> </tr> <tr> <td>Renewal Option Period 1</td> <td>June 01, 2016 – May 31, 2017</td> </tr> <tr> <td>Initial Contract Period</td> <td>July 14, 2015 – May 31, 2016</td> </tr> </table> 				Renewal Option Period 2	June 01, 2017– May 31, 2018	Renewal Option Period 1	June 01, 2016 – May 31, 2017	Initial Contract Period	July 14, 2015 – May 31, 2016
Renewal Option Period 2	June 01, 2017– May 31, 2018								
Renewal Option Period 1	June 01, 2016 – May 31, 2017								
Initial Contract Period	July 14, 2015 – May 31, 2016								
BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET OUT HEREIN									
Vendor <u>Red River Specialties, LLC</u>		Williamson County, 710 Main St., Georgetown, TX 78626							
Name <u>Mike Cage</u>		Dan A. Gattis							
Title <u>Executive Vice President</u>		Williamson County Judge							
Signature		Signature _____							
Date <u>05/10/2017</u>		Date _____							

Commissioners Court - Regular Session**52.****Meeting Date:** 05/16/2017

LIT Debt Service Fund 05-16-2017

Submitted For: Melanie Denny**Submitted By:** Angela Schmidt, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss and consider approving a Line Item Transfer for the Debt Service Fund:

Background

To recognize the associated expenditures for the defeasance and redemption of certain county bonds approved on the April 25, 2017 Commissioners' Court Agenda.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0600.0600.006900	Debt Defeasance	\$9,933,492.80
To	0600.0600.004098	Payment to Escrow Agent	\$9,908,747.80
To	0600.0600.004099	Bond Issuance Cost	\$24,745.00

Attachments*No file(s) attached.*

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Angela Schmidt

Final Approval Date: 05/11/2017

Reviewed By

Wendy Coco

Date

05/11/2017 11:39 AM

Started On: 05/10/2017 02:23 PM

Commissioners Court - Regular Session**53.****Meeting Date:** 05/16/2017

District Attorney Apportionment Supplement BA 05-18-2017

Submitted For: Melanie Denny**Submitted By:** Angela Schmidt, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

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

Background

Apportionment funds are appropriated by the State. These funds may be used for salaries, travel and expenses of assistant prosecutors, investigators and administrative staff. These funds can be used for certain day to day expense of the office as outlined in Governmental Code Section 46.0031.

Fiscal Impact

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

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Angela Schmidt

Final Approval Date: 05/10/2017

Reviewed By

Wendy Coco

Date

05/10/2017 04:42 PM

Started On: 05/08/2017 10:32 AM

Commissioners Court - Regular Session**54.****Meeting Date:** 05/16/2017

District Attorney Apportionment Supplement BA 05-18-2017

Submitted For: Melanie Denny**Submitted By:** Angela Schmidt, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

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

Background

Apportionment funds are appropriated by the State. These funds may be used for salaries, travel and expenses of assistant prosecutors, investigators and administrative staff. These funds can be used for certain day to day expenses of the office as outlined in Governmental Code Section 46.0031.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0440.001940	Apportionment Supplement	\$6,197.30
	0100.0440.002010	FICA	\$474.11
	0100.0440.002020	Retirement	\$828.59

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Angela Schmidt

Final Approval Date: 05/10/2017

Reviewed By

Wendy Coco

Date

05/10/2017 04:42 PM

Started On: 05/08/2017 10:38 AM

Commissioners Court - Regular Session**55.****Meeting Date:** 05/16/2017

Parks Donations BA 05-18-2017

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 Park Donations:

Background

Donations include \$141.00 for firewood from various patrons and a generous donation of \$958.85 from the Georgetown Running Club for *Race to Build*.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.367403	Park Donations	\$1,099.85

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Angela Schmidt

Final Approval Date: 05/10/2017

Reviewed By

Wendy Coco

Date

05/10/2017 04:42 PM

Started On: 05/08/2017 10:59 AM

Commissioners Court - Regular Session**56.****Meeting Date:** 05/16/2017

Parks Donations BA 05-18-2017

Submitted For: Melanie Denny**Submitted By:** Angela Schmidt, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for Park Donations:

Background

Donations include \$141.00 for firewood from various patrons and a generous donation of \$958.85 from the Georgetown Running Club for *Race to Build*.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0510.003670	Use of Donation	\$1,099.85

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Angela Schmidt

Final Approval Date: 05/10/2017

Reviewed By

Wendy Coco

Date

05/10/2017 04:42 PM

Started On: 05/08/2017 11:05 AM

Commissioners Court - Regular Session**57.****Meeting Date:** 05/16/2017

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
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Attachments*No file(s) attached.*

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 05/11/2017

Reviewed By

Wendy Coco

Date

05/11/2017 09:50 AM

Started On: 05/11/2017 09:18 AM

Commissioners Court - Regular Session

58.

Meeting Date: 05/16/2017

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.
- u) Discuss proposed acquisition of real property on CR 138.
- v) Discuss proposed acquisition of real property at Highland Springs Lane.

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).
- j) Discuss an Interlocal Agreement with the City of Hutto for CR 119.

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

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 05/11/2017

Reviewed By

Wendy Coco

Date

05/11/2017 09:50 AM

Started On: 05/11/2017 09:17 AM

Commissioners Court - Regular Session**67.****Meeting Date:** 05/16/2017

FY 18 Capital Workshop

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

Information**Agenda Item**

1:00 PM Discuss FY 18 Capital Requests.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsAttachment

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Ashlie Koenig

Final Approval Date: 05/03/2017

Reviewed By

Wendy Coco

Date

05/03/2017 11:39 AM

Started On: 05/03/2017 11:05 AM

CAPITAL IMPROVEMENT PLAN 2017

Description			Total Cost	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022
Item #	FY Req	PROJECT						
Department of Emergency Services								
100	2015	Weir Ambulance Station (Remodel/additions)	\$ 100,000.00					
105	2015	Cedar Park Ambulance Station	\$ 400,000.00					
110	2015	M11 Ambulance Station; Additional bay to house peak demand ambulance	\$ 100,000.00					
120	2015	M42 Taylor Ambulance Station						
		Move to possible different location out of flood plain	\$ 750,000.00					
130	2015	Leander Ambulance Station						
		New Station	\$ 300,000.00					
		Round Rock Ambulance Station						
135	2015	New station @ 1431	\$ 300,000.00					
		Prime Site #2						
140	2015	Create redundant backup to Prime #1	\$ 3,000,000.00					
		Liberty Hill SW (Site 12) Date TBD						
145	2015	New Tower	\$ 2,000,000.00					
		Master Site Date TBD						
150	2015	New Tower	\$ 3,500,000.00					
		Liberty Hill NE (Site 13) Date TBD						
155	2015	New Tower	\$ 2,000,000.00					
		Florence (Site5) Relocation (Lease Expires 2019)						
160	2016	New Tower	\$ 2,200,000.00	\$ 2,200,000.00				
		Jarrell (Site 11)						
165	2015	New Tower	\$ 900,000.00					
		Granger SE (Site 14) Date TBD						
170	2015	New Tower	\$ 2,000,000.00					
		Thrall SE (site 15) Date TBD						
175	2015	New Tower	\$ 2,000,000.00					
		System Fill in Towers Date TBD						
180	Various	New Towers	\$ 1,500,000.00					
185	2018	M41 Taylor Ambulance Station	\$ 100,000.00					
		Hutto Ambulance Station						
187	2018	New Station	\$ -					
Department of Information Technology Services								
		Inner Loop Annex - Technology Services - Public Safety vehicle technology						
205	2015	upgrades and integration	\$ 4,500,000.00					
210	2015	Redaction Software for Odyssey	\$ 800,000.00					
215	2018	ESOC - Replace & Enhance Audio/Visual System	\$ 130,000.00					
220	2018	ESOC - Radio Consoles for Training	\$ 1,500,000.00					

CAPITAL IMPROVEMENT PLAN 2017

Description				Total Cost	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022
Parks									
305	2016	EXPO Horse Stall Barn		\$ 1,600,000.00					
308	2016	EXPO East Concession & Restrooms		\$ 787,500.00					
310	2016	EXPO Enclosed Covered Penning		\$ 603,750.00					
312	2016	EXPO - Covered Arena Widening Project		\$ 409,500.00					
325	2016	Champion Park - Splash Pad Renovation Option A		\$ 250,000.00					
327	2016	Champion Park - Splash Pad Renovation Option B		\$ 455,000.00					
329	2016	Champion Park - Replace Shade Shelter		\$ 150,000.00					
331	2016	Champion Park - Additional Parking Spaces Option A		\$ 450,000.00					
334	2016	Champion Park - Additional Parking Spaces Option B		\$ 267,750.00					
340	2016	Berry Springs - Heritage / Visitor Center		\$ 775,000.00					
345	2016	Berry Springs Maintenance Yard & Building		\$ 350,000.00					
350	2016	Berry Springs Waterless Restroom for Trail		\$ 75,000.00					
360	2016	SW WCRP Enclose East End of Maint Bldg		\$ 78,750.00					
365	2016	SW WCRP Waterless Restroom for Trail		\$ 75,000.00					
375	2018	SW WCRP Parking Lot Fogseal and Restripe		\$ 715,000.00					
377	2018	EXPO - Wind Block Hanger Style Doors		\$ 900,000.00					
379	2018	EXPO - Large Blade Fans		\$ 150,000.00					
382	2018	EXPO - Electronic Events Sign		\$ 200,000.00					
385	2018	Champion Park - Smaller Pavilion w/ Restrooms		\$ 350,000.00					
Department of Infrastructure									
400	2015	Jail Planning & Design master plan jail improvements and fourth floor buildout		\$ 250,000.00					
402	2015	Remodel Round Rock Annex Building A: Total remodel to bring up to standard after Health Dept vacates building		\$ 2,525,000.00					
405	2015	Remodel Round Rock Annex Building B: Remodel to bring up to standard		\$ 2,525,000.00					
407	2015	Repair Historic Court House Terracotta: replace all blocks banding balconies		\$ 250,000.00					
410	2015	Cedar Park Annex - JP2 - Remodel reception		\$ 150,000.00					
412	2015	Cedar Park Annex - Tax Office - 2-Story addition on back of annex		\$ 3,000,000.00					
		Inner Loop Annex - Technology Services - Add vehicle shelter or carport in the parking area close to the building to be used to work on vehicles in all types of weather conditions		\$ 35,000.00					
413	2015	Juvenile Justice Center - Detention - Install outdoor track		\$ 150,000.00					
414	2015	Juvenile Justice Center - Detention - Install outdoor pavilion		\$ 150,000.00					
416	2015	Juvenile Justice Center - Detention - Add outdoor storage		\$ 135,000.00					
418	2015	Juvenile Justice Center - Addition on east side for probation officers & counseling personnel offices.		\$ 2,300,000.00					
420	2015	Juvenile Justice Center - RR, CP & Taylor - Additions for probation officers & Counseling personnel offices		\$ 150,000.00					
423	2015	Juvenile Justice Center - Restroom facilities & water fountain on		\$ 150,000.00					
425	2015	Ropes/Obstacle Course and Marching field.		\$ 150,000.00					

CAPITAL IMPROVEMENT PLAN 2017

Description			Total Cost	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022
428	2015	Juvenile Justice Center - Design of 48 beds secure residential facility	\$ 2,000,000.00					
430	2015	JP #4 - Backup generator to keep office running during emergencies	\$ 140,000.00					
432	2018	Pct #4 Annex Finish Out	\$ 2,400,000.00					
435	2015	Tax Office Bldg. - Carquest space - Demo and remodel existing County owned bldg. into offices and large meeting room	\$ 600,000.00					
437	2015	Commissioner Pct 4 - Sheriff's Office-Facilitate to house CID	\$ 1,750,000.00					
439	2016	Justice Center - Employee Breakroom Addition CC	\$ 150,000.00					
441	2018	Remodel for Future Tenants - Lott Bldg.	\$ 5,000,000.00					
443	2018	Justice Center - Minor Remodel to accommodate backup server room	\$ 200,000.00					
445	2018	Remodel of County Attorney Civil Division on 1st floor of Justice Ctr	\$ 115,000.00					
447	2018	Remodel of Impound Yard to New Sign Shop	\$ 197,000.00					
449	2018	Jail - Privacy Wall to Separate Booking Area	\$ 55,000.00					
451	2018	Jail - Designated Smoking Room for Employees	\$ 75,000.00					
455	2018	Jail - Headquarters Expansion (where handicap parking is) - more space (Design)	\$ 500,000.00					
457	2018	SO - SWAT O-Course - repel tower for training	\$ 900,000.00					
459	2018	SO - Secure HQ parking with new gates / window screens	\$ 500,000.00					
461	2018	SO - Equip outfit for Lott and New Training Ctr	\$ 100,000.00					
463	2018	SO - Permanent Bldg to house rescue boats @ Impound Yard	\$ 250,000.00					
466	2018	SO - Permanent Bldg to house explosives and ammunition	\$ 155,000.00					
468	2018	SO - Driving Track and Skid Pad at Firearms Range for training	\$ 1,500,000.00					
470	2018	SO - Fencing for New Training Ctr	\$ 1,450,000.00					
472	2018	SO - Obstacle Course at New Training Center	\$ 900,000.00					
475	2018	SO - Gym w/false ceiling at HQ	\$ 300,000.00					
477	2018	SO - Add fencing/gates between SO and Justice Center	\$ 50,000.00					
479	2018	Central Maint - Add counter, carpet and walls to lobby due to transfer of septic to county engineer's office	\$ 272,000.00					
481	2018	Central Maint - Paint, Carpet and Minor Wall Relocations due to vacating of bldg of tenants moving to new Pct #3 building	\$ 150,000.00					
483	2018	Central Maint - storage shed construction for sign shop	\$ 900,000.00					
485	2018	New Administration Bldg - Planning and Design	\$ 900,000.00					
EXISTING PROJECTS / UNFUNDED COMPONENTS								
487	2018	North Campus / Facilities Storage Building	\$ 1,600,000.00					
489	2018	North Campus / Sign Shop Renovation	\$ 100,000.00					
490	2018	North Campus / Fuel Station	\$ 1,350,000.00					
491	2018	North Campus / Vehicle Storage Building F	\$ 800,000.00					
492	2018	North Campus / Internal Drive	\$ 300,000.00					
494	2018	SO Training Center / Vehicle Storage Building	\$ 750,000.00					
496	2018	Gun Range / Security Wall	\$ 1,600,000.00					

CAPITAL IMPROVEMENT PLAN 2017

Description			Total Cost	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022
499	2018	New Precinct #3 Office / Storage Building	\$ 500,000.00					
Elections								
500	2015	Voting Machines (970 machines at \$4,500)	\$ 4,365,000.00					
*Indicates Items Newly Added to Capital Requests								
*Indicates item as high priority								
TOTAL			\$ 81,366,250	\$ 2,200,000	\$ -	\$ -	\$ -	\$ -