

NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONER'S COURT
MAY 23RD, 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 – 16)

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0503-004505	Software Maintenance	\$90,016.95
To	0100-0503-006303	Principal-CradlePoint Lease	\$90,016.95

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	0100.0560.004703	MH/MR	\$4,405.00
To	0100.0560.004500	Care of Animals	\$4,405.00

7. Discuss, consider, and take appropriate action on budget line item transfer for Juvenile Services

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0576.004621	Copier Rental	2500
To	0100.0576.003010	Computer Equipment	500
To	0100.0576.004500	Maintenance Services	2000

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0425-004100	Professional Services	5,000
To	0100-0425-004125	Transcripts	5,000

9. Discuss, consider and take appropriate action on authorizing the disposal of various county assets through auction including (12) Monitors, (12) Keyboards, (2) Headsets, (6) Mice, (1) Phone, (1) Webcam, (2) Letter openers, (1) Docking Station, (2) Laptops, (3) Chairs (see attached lists) pursuant to Tx. Local Gov't Code 263.152.
10. Discuss, consider and take appropriate action on authorizing the disposal of various county assets through inter-departmental transfer including (1) Monitor and (2) Computers (see attached lists) pursuant to Tx. Local Gov't code 263.152.
11. Discuss, consider and take any appropriate action regarding approval or ratification of monthly Treasurer's Report on Williamson County Finances for April 2017 pursuant to Texas Local Government Code §114.026.
12. Discuss, consider and take appropriate action on a resolution authorizing the Presiding Officer of the Williamson County Commissioners Court to execute a Deed Without Warranty from Williamson County, Texas to Abraham Eliashar pertaining to Lot 11, Block 70, City of Bartlett, Williamson County, Texas being that the property more particularly described in Volume 583, Page 368 of the Deed Records and Document No. 2012103385 of the Official Public Records, Williamson County, Texas (Tax Account No. 000000028128/R007802).
13. Discuss and take appropriate action concerning renewal of Texas Workforce Commission Contract for Constable Pct 1.
14. Discuss, consider and take appropriate action on approving compensation changes, position titles changes, position grade changes and any corresponding line item transfers.
15. Discuss, consider and take appropriate action on approval of the preliminary plat for the Shiloh Estates subdivision - Pct 4.
16. Discuss, consider and take appropriate action on approval of the revised preliminary plat for the Rancho Sienna Sec 19 subdivision - Pct 3.

REGULAR AGENDA

17. Discuss, consider and take appropriate action on a resolution honoring City of Round Rock Mayor Alan McGraw.
18. Discuss, consider and take appropriate action on approving the resolution for Williamson County EMS proclaiming May 21-27, 2017 as Emergency Medical Services Week.
19. Discuss and take appropriate action on rescinding Williamson County's Capital Metro appointment from January 31, 2017 and reappoint Norm Chafetz as the County's representative to the Capital Metro Board of Directors to serve from June 1, 2017 to May 31, 2020.
20. Discuss, consider and take appropriate action on the Department of Infrastructure projects and issues update.
21. Discuss, Consider, and take appropriate action on authorizing Purchasing Agent to award RFQ# 1507-016 for construction materials testing and inspection services for the Williamson County Georgetown Annex Project to the firm determined to be most qualified after evaluation of responses and approve execution of contract with Professional Services Industries, Inc.
22. Discuss, consider and take appropriate action on approving 2006 Road Bond Budget Transfer per Mike Weaver, Road Bond Manager, to move \$140,000 from 2006 Road Bond Non-Departmental (P156) to CR 111 Extension (P249).
23. Discuss, consider and take appropriate action on approving 2013 Road Bond Budget Transfer per Mike Weaver, Road Bond Manager, to move \$675,000 from 2013 Road Bond Non-Departmental (P290) to Forest North Drainage (P225) \$350,000, Pearson Ranch Road (P221) \$50,000 and Arterial H Extension (P276) \$275,000.
24. Discuss, consider and take appropriate action on approving Long Term Planning Budget Transfer to move \$236,000 from LTP ROW (P457) to Corridor A1/FM1660 (P458).
25. 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.
26. Discuss and take appropriate action on participation by Williamson County Road Bond Program under the county's habitat conservation plan for the project area for roadway construction related to SW Bypass Segment 1.
27. Discuss, consider and take appropriate action on a Lexis Advance Upgrade Amendment between Williamson County and LexisNexis for the Williamson County Attorney's Office.
28. Discuss, consider and take appropriate action on authorizing Purchasing Agent to advertise and receive sealed bids for Juvenile Justice Center Parking Lot Fog Seal under IFB # 1705-164.

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)."

29. 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
30. 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.

- 31.** 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
- 32.** 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).

33. Discuss the deployment or specific occasions for implementation of security personnel or devices in relation to the Williamson County Justice Center (Executive Session as per Texas Gov't. Code § 551.076).

REGULAR AGENDA (continued)

34. Discuss and take appropriate action concerning economic development.
35. Discuss and take appropriate action concerning real estate.
36. 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

- 37.** 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.

- 38.** Comments from Commissioners.

Dan A. Gattis, County Judge

This notice of meeting was posted in the locked box located on the south side of the Williamson County Courthouse, a place readily accessible to the general public at all times, on the _____ day of _____, 2017 at _____ and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Commissioners Court - Regular Session

5.

Meeting Date: 05/23/2017

Discuss, consider, and take appropriate action on a line item transfer for Technology Services

Submitted For: Richard Semple

Submitted By: Tammy McCulley, Information Technology

Department: Information Technology

Agenda Category: Consent

Information

Agenda Item

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

Background

This is for the CradlePoint lease and is a transfer to the new line item created for the lease and is in place of the maintenance amount for the previous solution.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0503-004505	Software Maintenance	\$90,016.95
To	0100-0503-006303	Principal-CradlePoint Lease	\$90,016.95

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.
Budget Office
Form Started By: Tammy McCulley
Final Approval Date: 05/16/2017

Reviewed By

Wendy Coco
Ashlie Koenig

Date

05/16/2017 03:12 PM
05/16/2017 04:00 PM
Started On: 05/16/2017 01:22 PM

Commissioners Court - Regular Session

6.

Meeting Date: 05/23/2017

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

The requested line item transfer is to provide care for 4 horses that were confiscated in a Cruelty to Animal case.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0560.004703	MH/MR	\$4,405.00
To	0100.0560.004500	Care of Animals	\$4,405.00

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Budget Office

Form Started By: Peggy Braun

Final Approval Date: 05/19/2017

Reviewed By

Wendy Coco

Wendy Coco

Date

05/18/2017 10:12 AM

05/19/2017 12:13 PM

Started On: 05/16/2017 03:29 PM

Commissioners Court - Regular Session

7.

Meeting Date: 05/23/2017

Budget Line Item Transfer

Submitted By: John Pelczar, Juvenile Services

Department: Juvenile Services

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on budget line item transfer for Juvenile Services

Background

Juvenile Services is requesting a line item transfer based on current year-to-date expenditures and anticipated expenditures for FY17.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0576.004621	Copier Rental	2500
To	0100.0576.003010	Computer Equipment	500
To	0100.0576.004500	Maintenance Services	2000

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Budget Office

Form Started By: John Pelczar

Final Approval Date: 05/19/2017

Reviewed By

Wendy Coco

Wendy Coco

Date

05/18/2017 11:59 AM

05/19/2017 12:13 PM

Started On: 05/18/2017 11:09 AM

Commissioners Court - Regular Session

8.

Meeting Date: 05/23/2017

Line item transfer

Submitted By: Sharrion Threadgill, County Court At Law #4

Department: County Court At Law #4

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for the County Courts at Law

Background

Line item 0100-0425-004125 needs additional funds to pay for indigent transcripts

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0425-004100	Professional Services	5,000
To	0100-0425-004125	Transcripts	5,000

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Budget Office

Form Started By: Sharrion Threadgill

Final Approval Date: 05/18/2017

Reviewed By

Wendy Coco

Ashlie Koenig

Date

05/17/2017 03:03 PM

05/18/2017 09:10 AM

Started On: 05/17/2017 11:07 AM

Commissioners Court - Regular Session

9.

Meeting Date: 05/23/2017

Asset Auction 5/23/2017

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 (12) Monitors, (12) Keyboards, (2) Headsets, (6) Mice, (1) Phone, (1) Webcam, (2) Letter openers, (1) Docking Station, (2) Laptops, (3) 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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Attachments

Asset Auction

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Jayme Jasso

Final Approval Date: 05/17/2017

Reviewed By

Wendy Coco

Date

05/17/2017 03:03 PM

Started On: 05/17/2017 11:35 AM

Williamson County

Asset Status Change Form

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

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

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, sêvice tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Dell monitor, 19"			Non-Working

Parties involved:

FROM (Transferor Department): Auditor's Office

Transferor - Elected Official/Department Head/ Authorized Staff:

Julie M. Kiley
Print Name

Julie M. Kiley
Signature

May 10, 2017
Date

Contact Person:

Lisa Moore
Print Name

+1 (512) 943-1623
Phone Number

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

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

Print Name

Signature

Date

Contact Person:

Print Name

Phone Number

RECEIVED

MAY 10 2017

AUDITOR'S OFFICE

* If the above asset(s) is (are) listed for sale at auction and no bids are made, the Purchasing Director may advise of 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)
	SEE ATTACHED LIST			

Parties involved:

FROM (Transferor Department): FACILITIES

Transferor - Elected Official/Department Head/ Authorized Staff:

TODD IMBODEN

 Print Name

Todd Imboden

 Signature

Contact Person:

TODD IMBODEN

 Print Name

+1 (512) 943-1610

 Date Phone Number

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

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

Print Name

Signature

Contact Person:

Print Name

Date Phone Number

RECEIVED
 MAY - 9 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 _____

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
11	Dell Computer Monitors			Working
12	Computer Keyboards			Working
2	Plantronics Wireless Headset			Working
6	Computer Mice			Working
1	Presidian Cordless Phone			Working
1	Logitech Webcam			Working
2	Electronic Letter Opener			Working
1	Laptop Docking Station			Working
1	Dell Latitude D620		C01242	Working
1	Dell Latitude D630		C01805	Working

RECEIVED

MAY - 9 2017

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

Williamson County

Asset Status Change Form

Print Form

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

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

Asset List:

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

Parties involved:

FROM (Transferor Department): Ag Extension

Transferor - Elected Official/Department Head/ Authorized Staff:

Chelsea Stevens

Print Name

Chelsea Stevens

Signature

April 28, 2017

Date

Contact Person:

Angela Dismukes

Print Name

+1 (512) 943-3300

Phone Number

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

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

Print Name

Signature

Date

Print Name

Phone Number

RECEIVED

MAY - 9 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 _____

Commissioners Court - Regular Session

10.

Meeting Date: 05/23/2017

Asset Transfer 5-23-2017

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 inter-departmental transfer including (1) Monitor and (2) Computers (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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Attachments

Asset Transfer

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Jayme Jasso

Final Approval Date: 05/17/2017

Reviewed By

Wendy Coco

Date

05/17/2017 03:03 PM

Started On: 05/17/2017 11:41 AM

Williamson County

Asset Status Change Form

Print Form

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

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

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Dell Monitor 17"			Working ▼
				▼
				▼
				▼
				▼

Parties involved:

FROM (Transferor Department): Auction

Transferor - Elected Official/Department Head/ Authorized Staff:

Contact Person:
 Tony Hill

 Print Name

5/3/2017 943-3314

 Signature Date Phone Number

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

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

Contact Person:
 Nathan Zinsmeyer
 Julie M. Kiley

 Print Name

5/3/2017 943-1561
 Julie M. Kiley

 Signature Date Phone Number

RECEIVED

* 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

AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

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

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

Williamson County

Asset Status Change Form

Print Form

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

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

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Dell Optiplex 7010	83HD7Y1		Working ▼
1	Dell Optiplex 7010	83KB7Y1		Working ▼
				▼
				▼
				▼

Parties involved:

FROM (Transferor Department): Auction

Transferor - Elected Official/Department Head/ Authorized Staff:

Contact Person:

Tony Hill

 Print Name Print Name

5/3/2017

943-3314

 Signature Date Phone Number

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

RECEIVED
 MAY 12 2017
 AUDITOR'S OFFICE
 WILLIAMSON COUNTY, TEXAS

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

Contact Person:

Stephanie Lloyd

 Print Name Print Name

5-10-17

943-1116

 Signature Date Phone Number

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

Forward to County Auditor's Office

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

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

Commissioners Court - Regular Session

11.

Meeting Date: 05/23/2017

Monthly Treasurer Report

Submitted For: David Heselmeyer

Submitted By: David Heselmeyer, County Treasurer

Department: County Treasurer

Agenda Category: Consent

Information

Agenda Item

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

Background

Fiscal Impact

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

Attachments

TR Report 4-17

Form Review

Inbox

County Judge Exec Asst.

Form Started By: David Heselmeyer

Final Approval Date: 05/17/2017

Reviewed By

Wendy Coco

Date

05/17/2017 10:36 AM

Started On: 05/17/2017 10:21 AM

TREASURER'S REPORT ON THE WILLIAMSON COUNTY FINANCES

IN THE MATTER OF COUNTY FINANCES
IN THE HANDS OF D. SCOTT HESELMAYER
TREASURER OF WILLIAMSON COUNTY, TEXAS

COMMISSIONERS' COURT
WILLIAMSON COUNTY, TEXAS
IN REGULAR SESSION
MAY TERM 2017

IN ACCORDANCE with Section 114.026, Local Government Code, we the undersigned, constituting the entire Commissioners Court of said County, certify that on the _____ day of _____, 2017, at the Regular term of Court, we compared and examined the monthly report of D. SCOTT HESELMAYER, Treasurer of Williamson County, Texas, for **April 2017**, and finding the same correct, entered an order in the Minutes approving said Report, which states total cash and other assets on hand as \$517,690,847.31.

Dan A. Gattis, County Judge

Terry Cook, Commissioner Pct. 1

Cynthia Long, Commissioner Pct. 2

Valerie Covey, Commissioner Pct. 3

Larry Madsen, Commissioner Pct. 4

SWORN TO AND SUBSCRIBED BEFORE ME, by Dan A. Gattis, County Judge, and County Commissioners of said Williamson County, each respectively, on this the _____ day _____, A.D., 2017.

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

By: Deputy

AGENDA DATE _____ AGENDA NUMBER _____

WILLIAMSON COUNTY
 Statement of Cash Receipts & Disbursements - Summary
 Current Period: APR-17

Date: 12-MAY-17 10:25:13
 Page: 1

Currency: USD
 Entity=01 (Williamson County)

	Beginning Balance	Receipts	Disbursements	Ending Balance
General Operating				
Cash				
Investments - TexPool	(2,727,010.44)	88,839,642.47	87,125,833.07	(1,013,201.04)
Investments	74,241,028.23	586,468.34	525,041.27	74,302,455.30
Investments - Logic	308,611,372.45	31,210,660.10	25,001,644.20	314,820,388.35
	137,881,299.14	19,001,873.31	30,694,318.11	126,188,854.34
Total General Operating	518,006,689.38	139,638,644.22	143,346,836.65	514,298,496.95
Payroll Fund				
Cash	2,325,893.64	12,006,036.04	12,769,470.70	1,562,458.98
Total Payroll Fund	2,325,893.64	12,006,036.04	12,769,470.70	1,562,458.98
SO Commissary Fund				
Cash	1,322,516.78			1,322,516.78
Investments - Texpool	507,374.60			507,374.60
Total SO Commissary Fund	1,829,891.38			1,829,891.38
Grand Total	522,162,474.40	151,644,680.26	156,116,307.35	517,690,847.31

WILLIAMSON COUNTY
Statement of Cash Receipts & Disbursements
Current Period: APR-17

Date: 12-MAY-17 10:25:13
Page: 1

Currency: USD
Entity=01 (Williamson County)

Object Fund	Beginning Balance	Receipts	Disbursements	Ending Balance
101000 0100 GENERAL FUND				
101000 0200 ROAD & BRIDGE GENERAL FUND	(13,030,888.17)	39,777,003.59	36,062,919.37	(9,316,803.95)
101000 0205 RD & BRIDGE SPECIAL PROJECTS	3,816,910.53	6,111,088.91	8,094,778.42	1,833,220.92
101000 0231 CAMPO PERSONNEL FUND	(10,625.68)	1,000.00	500.00	(10,125.68)
101000 0250 PASS THRU FUNDING PROGRAM	(594,961.99)	157,872.56	91,071.47	(528,160.90)
101000 0313 WM-CITY OF HUTTO & HUTTO ISD	52,557.24	12,429,547.59	12,349,221.31	132,883.52
101000 0340 TOBACCO FUND	582,798.35			582,798.35
101000 0350 LAW LIBRARY FUND	69,904.36	447,852.66	223,926.33	293,830.69
101000 0353 JP #3 TEEN COURT PROGRAM	50,924.13	31,279.88	51,435.61	30,768.40
101000 0355 COURT REPORTER SERVICE FUND	946.00	80.00	40.00	986.00
101000 0360 COURTHOUSE SECURITY FUND	97,773.09	14,826.18	9,958.09	102,641.18
101000 0361 JP SECURITY FUND	109,254.64	29,956.88	26,659.28	112,552.24
101000 0364 PRETRIAL PREVENTION PROGRAMS	132,536.28	1,803.98	1,382.53	132,957.73
101000 0365 CHILD SAFETY FUND	24,105.00	23,760.00	37,800.00	10,065.00
101000 0366 CHILD ABUSE PREVENTION FUND	(62,813.05)	108,703.42	54,469.25	(8,578.88)
101000 0367 JP #3 TRUANCY PROGRAM FD	261.33	55.72	27.86	289.19
101000 0368 JP #2 TRUANCY PROGRAM FD	104,308.74	8,005.79	7,432.95	104,881.58
101000 0369 JP #4 TRUANCY PROGRAM FD	71,658.53	1,277.05	558.18	72,377.40
101000 0370 ALTERNATE DISPUTE RESOLUTION FUND	91,264.02	4,087.49	1,652.05	93,699.46
101000 0371 JUV DELIQ PREV FD-GRAFFITI	81,292.13	2,965.24	1,888.15	82,369.22
101000 0372 JUSTICE COURT TECHNOLOGY FUND	8,169.67			8,169.67
101000 0373 JP #1 TRUANCY PROGRAM FD	(1,845.41)	7,290.60	8,526.61	(3,081.42)
101000 0374 CTY & DIST CT TECHNOLOGY FUND	27,513.77	632.36	241.28	27,904.85
101000 0375 ELECTION SRVS CONTRACT FD	78,252.63	1,856.36	928.18	79,180.81
101000 0376 SUREPLUS ELECTIONS CONTRACT FUND	65,131.91	384,371.82	194,127.99	255,375.74
101000 0377 ELECTION CHAPTER 19 FUND	292,170.57			292,170.57
101000 0378 ELECTION HAVA - TITLE II	(1,089.91)	2,179.82	1,089.91	552,276.40
101000 0380 PROBATE COURT FUND	552,276.40			552,276.40
101000 0381 GUARDIANSHIP FUND	50,232.94	900.00	450.00	50,682.94
101000 0382 SPECIALITY COURTS FUND	109,700.74	3,640.32	1,820.16	111,520.90
101000 0384 RCDS ARCHIVE FUND - CO CLERK	121,033.76	12,864.05	981.18	132,916.63
101000 0385 RCDS MGMT/PRSRV FD-CO CLERK	286,517.42	83,145.00	62,787.94	306,874.48
101000 0386 RCDS MGMT/PRSRV FD-DIST CLERK	481,729.39	174,536.28	143,761.82	512,503.85
101000 0387 RCDS TECHNOLOGY FUND-DIST CLK	194,855.68	4,010.62	2,005.31	196,860.99
101000 0388 COURT RCDS PRESERVATION FUND	284,754.87	7,553.82	5,233.68	287,075.01
101000 0390 RCDS MGMT/PRSRV FD-CO WIDE	508,216.19	11,084.26	5,542.13	513,758.32
101000 0399 STATE AGENCY FUND	139,246.34	17,155.92	19,210.40	137,191.86
101000 0406 CO ATTY HOT CHECK FUND	832,891.77	435,256.60	1,049,375.30	218,773.07
101000 0407 D/A WELFARE FRAUD FUND	16,670.94	1,299.33	612.50	17,357.77
101000 0408 D/A ASSET FORFEITURES	1,338.50			1,338.50
101000 0410 CO SHRF ASSET FORFEITURES	127,132.69	7,435.08	4,675.71	129,892.06
101000 0490 EMPLOYEE FUND	487,883.77	7,894.26	3,947.13	491,830.90
101000 0503 OUT OF ST/ICE INMATE BILL FD	61,142.36	10.00	5.00	61,147.36
101000 0507 WC RADIO COMMUNICATION SYSTEM		4,012.98	4,012.98	
101000 0508 WMSN CO CONSERVATION FUND	94,635.53	109,060.50	48,760.75	154,935.28
101000 0515 APPELLATE JUDICIAL SYS FD	541,905.61	142.14	36,810.80	505,236.95
101000 0545 REGIONAL ANIMAL SHELTER	3,740.32	5,182.08	6,331.36	2,591.04
101000 0546 REG ANIMAL SHELTER DONATION FUND	189,543.43	191,415.63	128,747.10	252,211.96
	495,978.91	40,730.98	36,511.98	500,197.91

WILLIAMSON COUNTY
Statement of Cash Receipts & Disbursements
Current Period: APR-17

Date: 12-MAY-17 10:25:13
Page: 2

Currency: USD
Entity=01 (Williamson County)

Object Fund	Beginning Balance	Receipts	Disbursements	Ending Balance
101000 0571 JJAEP TIER II FUNDING	359,442.28	30,616.00	30,783.36	359,274.92
101000 0600 DEBT SERVICE-COUNTY WIDE	166,368.02	748,116.94	848,312.38	66,172.58
101000 0636 WC HISTORICAL COMMISSION PROGRAM FUND	6,823.72		5.00	6,818.72
101000 0777 CAPITAL PROJECTS FUND	(83,465.61)	24,230,763.31	24,232,506.18	(85,208.48)
101000 0831 831 CAMPO OPERATING	15,832.87	112,281.32	305,441.74	(177,327.55)
101000 0852 AVERY RANCH FUND	878.74	10,965.23	10,147.27	1,696.70
101000 0854 PEARSON PLACE RD DIST DEBT SERVICE FUND	(196.80)	4,324.70	2,063.95	2,063.95

101000 0875 SO COMMISSARY FUND	1,322,516.78			1,322,516.78
101000 0880 PAYROLL FUND	2,325,893.64	12,006,036.04	12,769,470.70	1,562,458.98
101000 0882 FLEET MAINTENANCE	801,693.45	267,535.63	214,812.98	854,416.10
101000 0885 WSMN CO BENEFITS FUND	(850,982.17)	2,067,743.79	1,937,207.30	(720,445.68)
101000 0999 INDIRECT PROJECTS/GRANTS FD	(780,341.21)	702,467.90	762,334.86	(840,208.17)
Total Cash	921,399.98	100,845,678.51	99,895,303.77	1,871,774.72

151000 0100 GENERAL FUND	862.12	193.78		655.33
151000 0200 ROAD & BRIDGE GENERAL FUND	24,655.66	14.47	400.57	24,670.13
151000 0340 TOBACCO FUND	8,476.70	4.97		8,481.67
151000 0350 LAW LIBRARY FUND	303,023.56	177.36		303,200.92
151000 0355 COURT REPORTER SERVICE FUND	1,093,754.16	640.20		1,094,394.36
151000 0360 COURTHOUSE SECURITY FUND	128,487.58	75.21		128,562.79
151000 0365 CHILD SAFETY FUND	366,137.32	214.20	193.32	366,158.20
151000 0370 ALTERNATE DISPUTE RESOLUTION FUND	221,461.91	129.62		221,591.53
151000 0372 JUSTICE COURT TECHNOLOGY FUND	465,000.13	272.17		465,272.30
151000 0384 RCDS ARCHIVE FUND - CO CLERK	1,918,565.99	1,122.96		1,919,688.95
151000 0385 RCDS MGMT/PRSRV FD-CO CLERK	1,889,111.76	1,105.74		1,890,217.50
151000 0390 RCDS MGMT/PRSRV FD-CO WIDE	426,832.78	249.80		427,082.58
151000 0408 D/A ASSET FORFEITURES	123,648.56	72.43		123,720.99
151000 0410 CO SHRF ASSET FORFEITURES	356,777.39	208.82		356,986.21
151000 0508 WMSN CO CONSERVATION FUND	1,243,250.33	727.67		1,243,978.00
151000 0600 DEBT SERVICE-COUNTY WIDE	517,587.01	302.96		517,889.97
151000 0875 SO COMMISSARY FUND	507,374.60			507,374.60
151100 0100 GENERAL FUND	13,850,565.53	11,615.69	524,447.38	13,337,733.84
151100 0200 ROAD & BRIDGE GENERAL FUND	11,486,844.29	55,997.41		11,542,841.70
151100 0310 WM-FUTURE ENVIRONMENTAL LIAB	25,103.66	21.62		25,125.28
151100 0311 WM-MASTER SITE DEVELOPMENT	685,692.80	590.49		686,283.29
151100 0312 WM-COMMUNITY REC FACILITY	495,358.72	426.60		495,785.32
151100 0340 TOBACCO FUND	1,242,967.40	1,070.37		1,244,037.77
151100 0600 DEBT SERVICE-COUNTY WIDE	26,136,680.10	497,035.26		26,633,715.36
151100 0852 AVERY RANCH FUND	1,506,241.64	5,824.57		1,512,066.21
151100 0885 WSMN CO BENEFITS FUND	3,210,235.85	2,764.55		3,213,000.40
151160 0777 CAPITAL PROJECTS FUND	221,955.48	191.16		222,146.64
151161 0777 CAPITAL PROJECTS FUND	410,126.31	353.20		410,479.51
151162 0777 CAPITAL PROJECTS FUND	5,881,623.49	5,065.06		5,886,688.55
Total TexPool/TexPool Prime	74,748,402.83	586,468.34	525,041.27	74,809,829.90

WILLIAMSON COUNTY
Statement of Cash Receipts & Disbursements
Current Period: APR-17

Date: 12-MAY-17 10:25:13
Page: 3

Currency: USD
Entity=01 (Williamson County)

Object Fund	Beginning Balance	Receipts	Disbursements	Ending Balance
152000 0100 GENERAL FUND	109,442,204.50	38,366.86	5,000,000.00	104,480,571.36
152000 0200 ROAD & BRIDGE GENERAL FUND	15,975,212.81	4,966,106.92	5,000,000.00	15,941,319.73
152000 0250 PASS THRU FUNDING PROGRAM	24,022,342.20	6,132,780.45	1,644.20	30,153,478.45
152000 0310 WM-FUTURE ENVIRONMENTAL LIAB	1,485,766.67	1,750.00		1,487,516.67
152000 0340 TOBACCO FUND	1,996,937.78	1,733.34		1,998,671.12
152000 0508 WMSN CO CONSERVATION FUND	1,490,898.84	558.45		1,491,457.29
152180 0777 CAPITAL PROJECTS FUND	122,337,866.84	15,075,844.92	15,000,000.00	122,413,711.76
152181 0777 CAPITAL PROJECTS FUND	14,950,079.20	4,981,133.25		19,931,212.45
152182 0777 CAPITAL PROJECTS FUND	16,910,063.61	12,385.91		16,922,449.52
Total Investments	308,611,372.45	31,210,660.10	25,001,644.20	314,820,388.35
153500 0100 GENERAL FUND	49,807,486.66	18,772,654.36	21,789,638.95	46,790,502.07
153500 0250 PASS THRU FUNDING PROGRAM	10,794,132.88	9,527.11		10,803,659.99
153500 0854 PEARSON PLACE RD DIST DEBT SERVICE FUND	1,075,997.91	949.56	196.80	1,076,750.67
153780 0777 CAPITAL PROJECTS FUND	22,683,561.69	122,848.14	1,771,188.20	21,035,221.63
153781 0777 CAPITAL PROJECTS FUND	12,940,464.21	45,608.34	5,133,784.46	7,852,288.09
153782 0777 CAPITAL PROJECTS FUND	40,579,655.79	50,285.80	1,999,509.70	38,630,431.89
Total Logic	137,881,299.14	19,001,873.31	30,694,318.11	126,188,854.34

Grand Total

522,162,474.40	151,644,680.26	156,116,307.35	517,690,847.31
=====	=====	=====	=====

Commissioners Court - Regular Session

12.

Meeting Date: 05/23/2017

Discuss, consider and take appropriate action to approve the resale of property held in trust.

Submitted For: Larry Gaddes

Submitted By: Judy Kocian, County Tax Assessor
Collector

Department: County Tax Assessor Collector

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a resolution authorizing the Presiding Officer of the Williamson County Commissioners Court to execute a Deed Without Warranty from Williamson County, Texas to Abraham Eliashar pertaining to Lot 11, Block 70, City of Bartlett, Williamson County, Texas being that the property more particularly described in Volume 583, Page 368 of the Deed Records and Document No. 2012103385 of the Official Public Records, Williamson County, Texas (Tax Account No. 000000028128/R007802).

Background

In 2012, Williamson County filed a lawsuit to collect delinquent property taxes on behalf of itself, Bartlett Independent School District, the City of Bartlett, Texas, and the Donohoe Creek Water Shed vs. Patsy Bracey. On August 20th, 2010 a judgment was signed ordering foreclosure of the tax lien. Pursuant to the Property Tax Code, in December of 2012, the property was offered for sale at a public tax foreclosure sale. The property did not receive a bid and was taken into trust by the County for the use and benefit of all the taxing jurisdictions. This property has been held in trust with an exempt status since December 2012 and has therefore been completely exempt from taxation since that date. Abraham Eliashar, a resident of Cedar Park, Texas has tendered a purchase offer of \$3,000, which is an amount greater than the adjudged market value as specified in the judgment of foreclosure. Additionally, by accepting this offer, the County is removing this property from exempted tax status, meaning the property will once again generate tax revenue for all the applicable taxing entities.

For the reasons stated herein, it is my recommendation to accept this offer by Abraham Eliashar.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Deed Warranty

Resolution

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Judy Kocian

Final Approval Date: 05/15/2017

Reviewed By

Wendy Coco

Date

05/15/2017 11:18 AM

Started On: 05/15/2017 09:22 AM

DEED WITHOUT WARRANTY

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

THE STATE OF TEXAS

§

§

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON

§

THAT The County of Williamson, Texas, TRUSTEE for itself and the City of Bartlett, Texas, Bartlett Independent School District and the Donohoe Creek Water Shed, acting by and through the County Judge of The County of Williamson, Texas, for and in consideration of the sum of THREE THOUSAND AND .00/100S (\$3,000.00), and other good and valuable consideration paid by the Grantee named below, the receipt and sufficiency of which are acknowledged by Grantor, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL, AND CONVEY to **Abraham Eliashar**, whose address is P. O. Box 862, Cedar Park, Texas 78613, the following described Property, to wit:

Lot 11, Block 70, City of Bartlett, Williamson County, Texas being that property more particularly described in Volume 583, Page 368 of the Deed Records and Document #2012103385 of the Official Public Records, Williamson County, Texas (Tax Account #000000028128/R007802)

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances belonging in any way to the Property, subject to the provisions, conditions and limitations stated below, to Grantee **Abraham Eliashar**, their successors and assigns forever, without warranty of any kind.

The Grantor and all the taxing units involved in this conveyance exclude and except any warranties, express or implied, regarding the Property, including, without limitation, any warranties arising by common law or Section 5.023 of the Texas Property Code or its successor. This conveyance is expressly made subject to any right of redemption of the Property which may exist under Section 34.21 of the Texas Tax Code.

Grantor(s) have not made, and do not make any representations, warranties or covenants of any kind or character whatsoever, whether express or implied, with respect to the quality or condition of the Property, the suitability of the property for any and all activities and uses which grantees may conduct thereon, compliance by the property with any laws, rules, ordinances or regulations of any applicable governmental authority or habitability, merchantability or fitness for a particular purpose, and specifically, grantors do not make any representations regarding hazardous waste, as defined by the Texas Solid Waste Disposal Act and the regulations adopted thereunder, or the U. S. Environmental Protection Agency regulations, or the disposal of any hazardous or toxic substances in or on the Property. This Property is sold "as is" with all faults.

The consideration paid by the Grantee being equal to or greater than the adjudged market value specified in the judgment of foreclosure against the property, this conveyance is made pursuant to the provision of section 34.05(a) and (h) of the Texas Tax Code.

IN TESTIMONY WHEREOF The County of Williamson, Texas, Trustee, has caused these presents to be executed on this the ____ day of _____, 2017.

The County of Williamson, Texas

By

Honorable Dan A. Gattis
County Judge

THE STATE OF TEXAS

§

§

COUNTY OF WILLIAMSON

§

BEFORE ME, the undersigned authority, on this day personally appeared Dan A. Gattis, Williamson County Texas, County Judge, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in the official capacity indicated and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____ day of _____, 2017.

Notary Public, State of Texas

After recording, return to:

Abraham Eliashar
P. O. Box 862
Cedar Park, Texas 78613

STATE OF TEXAS

COUNTY OF WILLIAMSON

RESOLUTION AUTHORIZING RESALE OF PROPERTY HELD IN TRUST
BY THE COUNTY OF WILLIAMSON, TEXAS, TRUSTEE

Whereas, the Williamson County Tax Office collects property taxes for the City of Bartlett, Texas, Bartlett Independent School District, Donohoe Creek Water Shed, and The County of Williamson (“ Taxing Units”); and

Whereas, in December, 2012, property described as Lot 11, Block 70, City of Bartlett, Williamson County, Texas being that property more particularly described in Volume 583, Page 368 of the Deed Records, Williamson County, Texas (“the Property”) was the subject of a tax sale; and

Whereas, the Property did not receive a bid at the tax sale and was struck off to The County of Williamson, Texas, Trustee, in Trust, for the use and benefit of itself, The City of Bartlett, Texas, Bartlett Independent School District and the Donohoe Creek Water Shed, by virtue of a Constable’s Deed recorded as Document No. 2012103385 of the Official Public Records, Williamson County, Texas; and

Whereas, the Property has been tax exempt since December, 2012; and

Whereas, it is in the best interest of the Taxing Units that the Property be resold in an efficient manner which will maximize the amount realized from the sale of this tract and return the Property to a taxable status; and

Whereas, Abraham Eliashar, P. O. Box 862, Cedar Park, Texas 78613 has offered to purchase the Property for \$3,000.00 which amount is greater than the adjudged market value specified in the judgment of foreclosure; and

Whereas, Section 34.05 of the Texas Tax Code provides for the private sale of property acquired by a taxing unit;

WHEREFORE, BE IT RESOLVED that The County of Williamson, Texas, Trustee, in Trust, for the use and benefit of itself, The City of Bartlett, Texas, Bartlett Independent School District and the Donohoe Creek Water Shed, accepts the offer to purchase the Property for \$3,000.00 and shall resell all of the interest of the Taxing Units in the Property described below to Abraham Eliashar, P. O. Box 862, Cedar Park, Texas 78613.

Property to be sold:

Lot 11, Block 70, City of Bartlett, Williamson County, Texas being that property more particularly described in Volume 583, Page 368 of the Deed Records and Document #2012103385 of the Official Public Records, Williamson County, Texas (Tax Account #000000028128/R007802)

BE IT FURTHER RESOLVED that the Presiding Officer of the Commissioners Court of Williamson County, Texas, on the ____ day of _____, 2017 is authorized to execute a deed without warranty conveying the property sold pursuant to this Resolution.

THIS RESOLUTION WAS ADOPTED this ____ day of _____, 2017 by the Commissioners Court of Williamson County, Texas.

Presiding Officer THIS DAY
The Commissioners Court of Williamson County, Texas

Attested: County Clerk

Commissioners Court - Regular Session

13.

Meeting Date: 05/23/2017

Contract

Submitted By: Michael Pendley, Constable Pct. #1

Department: Constable Pct. #1

Agenda Category: Consent

Information

Agenda Item

Discuss and take appropriate action concerning renewal of Texas Workforce Commission Contract for Constable Pct 1.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

TWC Contract

TWC Contract

Form Review

Inbox

Hal Hawes

County Judge Exec Asst.

Form Started By: Michael Pendley

Final Approval Date: 05/19/2017

Reviewed By

Hal Hawes

Wendy Coco

Date

05/18/2017 01:00 PM

05/19/2017 12:13 PM

Started On: 05/17/2017 04:53 PM

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 1
2.	Entity Tax ID#	74-6000978
3.	Street Address – Line 1	1801 E. Old Settlers Blvd
4.	Street Address – Line 2	Suite 105
5.	City, State, Zip	Round Rock, TX 78664
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 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 checked="" 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 checked="" 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><input checked="" type="checkbox"/> under 10,000 annually <input type="checkbox"/> 10,000-or more annually * <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: <input type="checkbox"/> Nightly <input type="checkbox"/> Weekly <input type="checkbox"/> Bi-Weekly <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Annually <input checked="" type="checkbox"/> Other – specify: Only if online is down</p> <p><input type="checkbox"/> Ad hoc request for non-scheduled requests. Attach specifications including data field names. <input type="checkbox"/> One-time request for large quantity of records. Attach specifications including data field names. <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: Estimated number of individual’s records requested? _____ <input type="checkbox"/> Under 10,000 annually <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	Volume Per submission: <input type="checkbox"/> under 150 SSNs/Tax IDs <input type="checkbox"/> 151 to 1500 SSNs/Tax IDs <input type="checkbox"/> Over 1500 SSNs/Tax IDs per submission
12.	Requested length of contract	<input type="checkbox"/> 1 year <input type="checkbox"/> 2 years <input checked="" 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: 9/1/17
SAFEGUARD REQUIREMENTS		
14.	Please complete this safeguard section, items 15 through 21.	<input type="checkbox"/> We will only view screen information <input checked="" type="checkbox"/> We will use paper copies of screen prints <input type="checkbox"/> We will transfer information into paper records format <input type="checkbox"/> We will use electronic copies of screen prints (PDF) <input type="checkbox"/> We will transfer data into an electronic record
15.	Express written permission and contract language is required for non-employees to access. Will	<input checked="" type="checkbox"/> Only direct employees will be provided access. <input type="checkbox"/> Persons who are not employees may/will be provided access. Please specify those that apply:

	non-employees be provided access to the data? NO	<input type="checkbox"/> Data Center Operators <input type="checkbox"/> Other Governmental Contractors: Please specify:
16.	What access control methods will you use for access to the TWC information?	<input checked="" 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.	<input type="checkbox"/> Encrypt with FIPS 140-2 or higher and <input type="checkbox"/> Encrypt at 128-BIT AES encryption or higher <input checked="" type="checkbox"/> Other: Please specify: Locked in office with access only to employees that have had a background check
18.	When will data destruction occur?	<input checked="" 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? No	Specify No
20.	Describe how your organization assesses your security posture.	<input type="checkbox"/> Vulnerability testing <input type="checkbox"/> Penetration testing <input checked="" type="checkbox"/> Audits; specify frequency <input type="checkbox"/> Other, If Other specify:
21.	Are background checks performed on employees who will access information? Yes	<input type="checkbox"/> No, background checks are not performed <input checked="" type="checkbox"/> Yes, background checks are performed. If yes, state when background checks are performed: <input checked="" type="checkbox"/> Pre-employment <input checked="" type="checkbox"/> Periodic checks during employment
22.	How will you have an audible trail?	<input checked="" 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)	Mike Pendley
24.	Point of Contact Title	Chief Deputy
25.	Point of Contact Phone	512-244-8650
26.	Point of Contact E-mail	mpendley@wilco.org
27.	Point of Contact Address	1801 E. Old Settlers Blvd Ste #105 Round Rock, TX 78664
28.	Alternate Point of Contact Name and Title	Jennifer Fikac
29.	Alternate Point of Contact Phone	512-244-8650
30.	Alternate Point of Contact E-mail	Jennifer.fikac@wilco.org
31.	Alternate Point of Contact Address	If different from Point of Contact SAME
32.	Signatory Name	Dan Gattis
33.	Signatory Title	County Judge
34.	Signatory Phone Number	512-943-1550
35.	Signatory E-mail	dgattis@wilco.org

36.	Signatory Address	If different from Point of Contact 710 Main St. Ste #110 Georgetown, TX 78626
37.	Data Technology Contact Name	
38.	Data Technology Contact Phone	
39.	Data Technology Contact E-mail	
40.	Invoice Recipient Name	Mike Pendley
41.	Invoice Recipient Phone Number	512-244-8650
42.	Invoice Recipient Title	Chief Deputy
43.	Invoice Recipient E-mail	mpendley@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.

TEXAS WORKFORCE COMMISSION

Access to Information Contained in Unemployment Insurance Records

The information maintained by the Texas Workforce Commission (Agency), as administrator of the unemployment insurance program, is confidential and not subject to public disclosure. There is an exception to this confidentiality requirement for public officials who need the information for the administration or enforcement of a law. The public official must agree to maintain the confidentiality of the information obtained from the Agency.

The request from the public official must be made in writing on official letterhead. The request must identify the requester as a public official, must include a statement that the information requested is necessary for the administration or enforcement of a law, must list the specific purpose for which the information will be used, and must be signed. The requester must also sign an Agency confidentiality agreement.

Data Sharing Agreements

If the public official anticipates an ongoing need for access to Agency records, the Agency will prepare a contract to facilitate access. The contract can be for online access, off-line access, or both.

Costs

There is a charge for providing information maintained as part of the Unemployment Insurance program.

Online Access

Effective May 1, 2010, the charge for online access to the Agency unemployment compensation information (including wage records, unemployment compensation benefits information, and employer tax information) will be based on a yearly subscription fee. The yearly subscription fee will be determined by the number of users authorized in the contract to access information online. Payment of the yearly fee must be received by TWC by the due date listed in the contract. The yearly fee will cover basic online access charges for a twelve calendar month period starting on the beginning date listed in the contract. There will no longer be quarterly billing based on usage.

Rate Schedule for online access to unemployment compensation information

Number of Authorized Users	Annual Subscription Rate
1-10	\$1,500
11-25	\$2,000
26-50*	\$3,500
51-100*	\$6,000
100-500*	\$25,000
501-1,000*	\$50,000
1,001-2,000*	\$100,000
2,001-3,000*	\$150,000
Over 3,000*	\$200,000

If a contractor wants more than 25 users a year, it must submit a written justification explaining why more than 25 users is needed and must obtain written approval of the number by TWC.

Ad Hoc and Scheduled Job Runs - Offline

Rate Schedule for Batch runs of SSNs provided by requester against TWC wage records

- \$110.00 per 1500 SSNs submitted for datasets of over 1499
- \$85.00 for submitted datasets of between 600 and 1499 SSNs
- \$35.00 per 150 SSNs submitted for datasets smaller than 600 SSNs
- \$10.00 for the first SSN and \$2.00 for each additional SSN submitted to a maximum of \$34.00 for data sets less than 150 SSNs.

Datasets must be submitted in electronic format, on 3 ½" diskette or e-mail, as an ASCII text file containing only SSNs in ascending order.

Rate Schedule for batch runs of Employer Tax Identification numbers (EINs) provided by requester against TWC employer quarterly reports

For Claims Benefits information and Employer Record matches performed by Agency staff, the charge is \$10.00 for first SSN or EIN and \$2.00 for each additional SSN or EIN, for each request submitted.

Rates for Computer Usage and Staff Resources

Off-line access for special job runs other than those addressed above will be billed based on rate schedules developed by TWC applicable to the job runs.

For PEFs and PEBs, and NFAs with offline access) Attachment F

OFFLINE REQUEST SPECIFICATIONS

1. Data elements to be submitted to TWC from DADS: SSN – Social Security Number

2. Data elements to be matched to data submitted by the requester:

Texas Workforce Commission (TWC) will link the DADS seed records to Unemployment Insurance Wage Records and Employer Master File resulting to include the following:

Social Security number

NAICS – North American Industry Classification System

Quarterly Wages

Employer Name

Employer Address

Employer ZIP

Employer Contact

Employer Telephone

Employer TWC Account Number

3. Rates for technology services and resources in connection with processing requests

Type of Units	Description of Unit	Rates ¹ (\$)/Unit
CPU TIME	Number of seconds of computer processing time.	0.27584 per second
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	1.00
	Tape Media	3.00
	Rewritable CD (CD-RW)	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.

² If data recipient requests technology services, TWC will bill for services at these rates.

Request a Contract

The contracting process begins with the submission of a contract information form. A copy of this form is attached.

If you have any questions, please feel free to contact the External Data Sharing Contracts Manager at **512-936-3296**, or at one of the following:

- External Data Sharing Contracts Manager
Texas Workforce Commission
1117 Trinity St., Rm 104AT
Austin, Texas 78701
- RSMContracts@twc.state.tx.us
- fax: 512-936-0219

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 1
2.	Entity Tax ID#	74-6000978
3.	Street Address – Line 1	1801 E. Old Settlers Blvd
4.	Street Address – Line 2	Suite 105
5.	City, State, Zip	Round Rock, TX 78664
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 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 checked="" 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 checked="" 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><input checked="" type="checkbox"/> under 10,000 annually <input type="checkbox"/> 10,000-or more annually * Please send separate detailed justification on <u>organizational letterhead</u> if more than 25 accounts are requested.</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: <input type="checkbox"/> Nightly <input type="checkbox"/> Weekly <input type="checkbox"/> Bi-Weekly <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Annually <input checked="" type="checkbox"/> Other – specify: Only if online is down</p> <p><input type="checkbox"/> Ad hoc request for non-scheduled requests. Attach specifications including data field names. <input type="checkbox"/> One-time request for large quantity of records. Attach specifications including data field names. <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: Estimated number of individual’s records requested? _____ <input type="checkbox"/> Under 10,000 annually <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	Volume Per submission: <input type="checkbox"/> under 150 SSNs/Tax IDs <input type="checkbox"/> 151 to 1500 SSNs/Tax IDs <input type="checkbox"/> Over 1500 SSNs/Tax IDs per submission
12.	Requested length of contract	<input type="checkbox"/> 1 year <input type="checkbox"/> 2 years <input checked="" 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: 9/1/17
SAFEGUARD REQUIREMENTS		
14.	Please complete this safeguard section, items 15 through 21.	<input type="checkbox"/> We will only view screen information <input checked="" type="checkbox"/> We will use paper copies of screen prints <input type="checkbox"/> We will transfer information into paper records format <input type="checkbox"/> We will use electronic copies of screen prints (PDF) <input type="checkbox"/> We will transfer data into an electronic record
15.	Express written permission and contract language is required for non-employees to access. Will	<input checked="" type="checkbox"/> Only direct employees will be provided access. <input type="checkbox"/> Persons who are not employees may/will be provided access. Please specify those that apply:

	non-employees be provided access to the data? NO	<input type="checkbox"/> Data Center Operators <input type="checkbox"/> Other Governmental Contractors: Please specify:
16.	What access control methods will you use for access to the TWC information?	<input checked="" 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.	<input type="checkbox"/> Encrypt with FIPS 140-2 or higher and <input type="checkbox"/> Encrypt at 128-BIT AES encryption or higher <input checked="" type="checkbox"/> Other: Please specify: Locked in office with access only to employees that have had a background check
18.	When will data destruction occur?	<input checked="" 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? No	Specify No
20.	Describe how your organization assesses your security posture.	<input type="checkbox"/> Vulnerability testing <input type="checkbox"/> Penetration testing <input checked="" type="checkbox"/> Audits; specify frequency <input type="checkbox"/> Other, If Other specify:
21.	Are background checks performed on employees who will access information? Yes	<input type="checkbox"/> No, background checks are not performed <input checked="" type="checkbox"/> Yes, background checks are performed. If yes, state when background checks are performed: <input checked="" type="checkbox"/> Pre-employment <input checked="" type="checkbox"/> Periodic checks during employment
22.	How will you have an audible trail?	<input checked="" 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)	Mike Pendley
24.	Point of Contact Title	Chief Deputy
25.	Point of Contact Phone	512-244-8650
26.	Point of Contact E-mail	mpendley@wilco.org
27.	Point of Contact Address	1801 E. Old Settlers Blvd Ste #105 Round Rock, TX 78664
28.	Alternate Point of Contact Name and Title	Jennifer Fikac
29.	Alternate Point of Contact Phone	512-244-8650
30.	Alternate Point of Contact E-mail	Jennifer.fikac@wilco.org
31.	Alternate Point of Contact Address	If different from Point of Contact SAME
32.	Signatory Name	Dan Gattis
33.	Signatory Title	County Judge
34.	Signatory Phone Number	512-943-1550
35.	Signatory E-mail	dgattis@wilco.org

36.	Signatory Address	If different from Point of Contact 710 Main St. Ste #110 Georgetown, TX 78626
37.	Data Technology Contact Name	
38.	Data Technology Contact Phone	
39.	Data Technology Contact E-mail	
40.	Invoice Recipient Name	Mike Pendley
41.	Invoice Recipient Phone Number	512-244-8650
42.	Invoice Recipient Title	Chief Deputy
43.	Invoice Recipient E-mail	mpendley@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.

TEXAS WORKFORCE COMMISSION

Access to Information Contained in Unemployment Insurance Records

The information maintained by the Texas Workforce Commission (Agency), as administrator of the unemployment insurance program, is confidential and not subject to public disclosure. There is an exception to this confidentiality requirement for public officials who need the information for the administration or enforcement of a law. The public official must agree to maintain the confidentiality of the information obtained from the Agency.

The request from the public official must be made in writing on official letterhead. The request must identify the requester as a public official, must include a statement that the information requested is necessary for the administration or enforcement of a law, must list the specific purpose for which the information will be used, and must be signed. The requester must also sign an Agency confidentiality agreement.

Data Sharing Agreements

If the public official anticipates an ongoing need for access to Agency records, the Agency will prepare a contract to facilitate access. The contract can be for online access, off-line access, or both.

Costs

There is a charge for providing information maintained as part of the Unemployment Insurance program.

Online Access

Effective May 1, 2010, the charge for online access to the Agency unemployment compensation information (including wage records, unemployment compensation benefits information, and employer tax information) will be based on a yearly subscription fee. The yearly subscription fee will be determined by the number of users authorized in the contract to access information online. Payment of the yearly fee must be received by TWC by the due date listed in the contract. The yearly fee will cover basic online access charges for a twelve calendar month period starting on the beginning date listed in the contract. There will no longer be quarterly billing based on usage.

Rate Schedule for online access to unemployment compensation information

Number of Authorized Users	Annual Subscription Rate
1-10	\$1,500
11-25	\$2,000
26-50*	\$3,500
51-100*	\$6,000
100-500*	\$25,000
501-1,000*	\$50,000
1,001-2,000*	\$100,000
2,001-3,000*	\$150,000
Over 3,000*	\$200,000

If a contractor wants more than 25 users a year, it must submit a written justification explaining why more than 25 users is needed and must obtain written approval of the number by TWC.

Ad Hoc and Scheduled Job Runs - Offline

Rate Schedule for Batch runs of SSNs provided by requester against TWC wage records

- \$110.00 per 1500 SSNs submitted for datasets of over 1499
- \$85.00 for submitted datasets of between 600 and 1499 SSNs
- \$35.00 per 150 SSNs submitted for datasets smaller than 600 SSNs
- \$10.00 for the first SSN and \$2.00 for each additional SSN submitted to a maximum of \$34.00 for data sets less than 150 SSNs.

Datasets must be submitted in electronic format, on 3 ½" diskette or e-mail, as an ASCII text file containing only SSNs in ascending order.

Rate Schedule for batch runs of Employer Tax Identification numbers (EINs) provided by requester against TWC employer quarterly reports

For Claims Benefits information and Employer Record matches performed by Agency staff, the charge is \$10.00 for first SSN or EIN and \$2.00 for each additional SSN or EIN, for each request submitted.

Rates for Computer Usage and Staff Resources

Off-line access for special job runs other than those addressed above will be billed based on rate schedules developed by TWC applicable to the job runs.

For PEFs and PEBs, and NFAs with offline access) Attachment F

OFFLINE REQUEST SPECIFICATIONS

1. Data elements to be submitted to TWC from DADS: SSN – Social Security Number

2. Data elements to be matched to data submitted by the requester:

Texas Workforce Commission (TWC) will link the DADS seed records to Unemployment Insurance Wage Records and Employer Master File resulting to include the following:

Social Security number

NAICS – North American Industry Classification System

Quarterly Wages

Employer Name

Employer Address

Employer ZIP

Employer Contact

Employer Telephone

Employer TWC Account Number

3. Rates for technology services and resources in connection with processing requests

Type of Units	Description of Unit	Rates ¹ (\$)/Unit
CPU TIME	Number of seconds of computer processing time.	0.27584 per second
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
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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	1.00
	Tape Media	3.00
	Rewritable CD (CD-RW)	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.

² If data recipient requests technology services, TWC will bill for services at these rates.

Request a Contract

The contracting process begins with the submission of a contract information form. A copy of this form is attached.

If you have any questions, please feel free to contact the External Data Sharing Contracts Manager at **512-936-3296**, or at one of the following:

- External Data Sharing Contracts Manager
Texas Workforce Commission
1117 Trinity St., Rm 104AT
Austin, Texas 78701
- RSMContracts@twc.state.tx.us
- fax: 512-936-0219

Commissioners Court - Regular Session

14.

Meeting Date: 05/23/2017

Compensation Items

Submitted For: Tara Raymore

Submitted By: Kristy Sutton, Human Resources

Department: Human Resources

Agenda Category: Consent

Information

Agenda Item

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

Background

See attached documentation for details.

Fiscal Impact

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

Attachments

Comp Item

Form Review

Inbox

Human Resources (Originator)

County Judge Exec Asst.

Form Started By: Kristy Sutton

Final Approval Date: 05/18/2017

Reviewed By

Tammy Fennell

Wendy Coco

Date

05/18/2017 10:02 AM

05/18/2017 10:12 AM

Started On: 05/18/2017 09:16 AM

Department	PCN	EE ID	Budget Amount	*Requested Amount	Change Amount	% Change	Reason for Change	Available Funds	Earliest Oracle Effective Date
County Attorney Office	0038	vacant	\$74,245.86	\$77,542.40	\$3,296.54	4.44%	Increase vacant position salary	Unallocated	5/23/2017
District Clerk	0741	13690	\$33,281.33	\$33,946.95	\$665.62	2.00%	Merit	Unallocated	5/19/2017
District Clerk	0754	13694	\$31,836.06	\$32,472.79	\$636.73	2.00%	Merit	Unallocated	5/19/2017
District Clerk	0750	14037	\$30,908.01	\$31,526.16	\$618.15	2.00%	Merit	Unallocated	5/19/2017
Elections	0767	vacant	\$42,848.00	\$44,200.00	\$1,352.00	3.16%	Increase vacant position salary	Unallocated	6/2/2017
Justice of the Peace 4	1013	12792	\$31,836.46	\$32,791.55	\$955.09	3.00%	Merit	Unallocated	6/16/2017

*Amount may vary slightly due to Oracle rounding

Commissioners Court - Regular Session

15.

Meeting Date: 05/23/2017

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

Background

This is a simple, single-lot plat located along the north side of FM 112, approximately one-half mile east of CR 442. The preliminary plat review fee has been paid.

Fiscal Impact

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

Attachments

[Prelim Plat - Shiloh Estates](#)

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Patrick Hughes

Final Approval Date: 05/17/2017

Reviewed By

Wendy Coco

Date

05/17/2017 10:36 AM

Started On: 05/17/2017 08:46 AM

CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD BEARING	CHORD DISTANCE
C1	147.37	1472.39	005°44'04"	73.74	N82°00'08"W	147.30

HENRY COOKE SURVEY,
ABSTRACT NO. 126

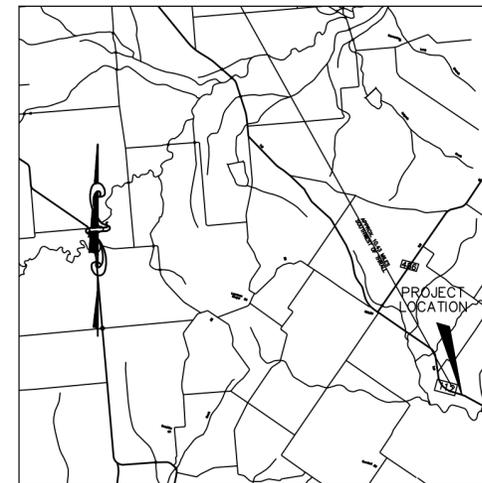
"28.136 ACRES"
SWD
STANLEY N. FISHER, ET UX
TO
S & RF PROPERTIES, LP
3-11-2015
DOC. # 2015021316 OPRWC

"64.07 ACRES - RESIDUE"
DEED - FRANCISCO PEREZ,
ET UX
TO
JASON G. CLARK, ET UX
3-22-2001
DOC. # 2001019260 OPRWC

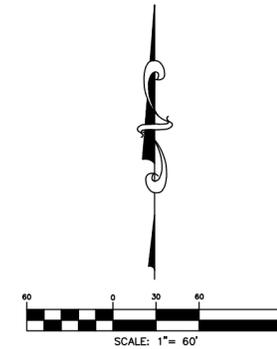
LOT 1,
BLOCK A

"5.17 ACRES"
ORDER PROBATE WILL WITH
LETTERS TESTAMENTARY
11-19-2015
DOC. # 2015102947 OPRWC
LWT - GLENNA Y. CLARK
TO
JASON G. CLARK, JEFFREY E.
CLARK, JENNIFER A. ATKINS,
JULIE E. GARCIA

VICINITY MAP



SCALE: NONE



SURVEYORS NOTES:

THE BEARINGS SHOWN HEREON ARE ORIENTED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD 83, 93 ADJUSTMENT.

" 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 ON-SITE WATER WELL"

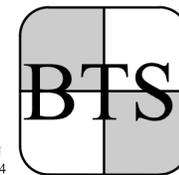
" SEWER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY ON-SITE SEWAGE FACILITIES."

**SHILOH ESTATES
PRELIMINARY PLAT
PLAN VIEW**

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.bryantechanicalservices.com

NO.	DATE	REVISIONS	BY

DRAWN BY: PT CHECKED BY: BLB

SCALE: 1" = 60' APPROVED BY: BLB

PROJECT NO. 15-641 DATE: MARCH 2, 2017

LEGEND:

- 1/2" IRON ROD SET
- IRON ROD FOUND
- A/C UNIT
- PROPANE
- ⊙ POWER POLE
- ◆ TBM BECHMARK
- OVERHEAD ELECTRIC
- BARBED WIRE FENCE
- CHAINLINK FENCE

SHILOH ESTATES PRELIMINARY PLAT PLAN VIEW

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

KNOW ALL MEN BY THESE PRESENTS;

I, JEFFREY E. CLARK, CO-OWNER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2015102947 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, *[AND DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THE CERTAIN TRACT OF LAND], AND DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE, AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS SHILOH ACRES.

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

<OWNER'S SIGNATURE>

JEFFREY E. CLARK
OWNER
4702 SILVERWOOD COURT, TEMPLE TX 76502

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: _____

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

KNOW ALL MEN BY THESE PRESENTS;

I, JENNIFER ATKINS, CO-OWNER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2015102947 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, *[AND DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THE CERTAIN TRACT OF LAND], AND DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE, AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS SHILOH ACRES.

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

<OWNER'S SIGNATURE>

JENNIFER ATKINS
OWNER
3202 WOODCREST DRIVE, BRYAN, TX 77802

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: _____

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

KNOW ALL MEN BY THESE PRESENTS;

I, JULIE GARCIA, CO-OWNER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2015102947 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, *[AND DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THE CERTAIN TRACT OF LAND], AND DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE, AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS SHILOH ACRES.

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

<OWNER'S SIGNATURE>

JULIE GARCIA
OWNER
9123 GRIMESLAND, SAN ANTONIO, TX 78254

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: _____

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

KNOW ALL MEN BY THESE PRESENTS;

I, JASON CLARK, CO-OWNER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2015102947 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, *[AND DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THE CERTAIN TRACT OF LAND], AND DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE, AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS SHILOH ACRES.

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

<OWNER'S SIGNATURE>

JASON CLARK
OWNER
17455 FM 112, THRALL, TX 76578

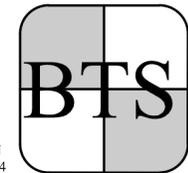
THE STATE OF TEXAS
COUNTY OF WILLIAMSON

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

NOTARY PUBLIC, STATE OF TEXAS

PRINTED NAME
MY COMMISSION EXPIRES: _____

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: PT	CHECKED BY: BLB
SCALE: 1" = 60'	APPROVED BY: BLB
PROJECT NO. 15-641	DATE: MARCH 2, 2017

Commissioners Court - Regular Session

16.

Meeting Date: 05/23/2017

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 Sec 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

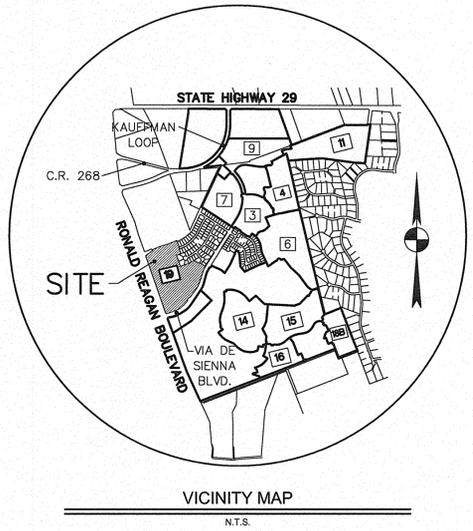
County Judge Exec Asst.
Form Started By: Patrick Hughes
Final Approval Date: 05/18/2017

Reviewed By

Wendy Coco

Date

05/18/2017 11:59 AM
Started On: 05/18/2017 10:49 AM



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

REVISED PRELIMINARY PLAT FOR RANCHO SIENNA SECTION 19

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:

38.87 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.

RANCHO SIENNA 19 LOT SUMMARY											
	TOTAL ACREAGE	TOTAL LOTS	SINGLE FAMILY	ACREAGE	OPEN SPACE	ACREAGE	CONDO	ACREAGE	ROW RESERVE	ACREAGE	ROW
BLOCK A	38.87 AC	28	23	6.07 AC	3	2.79 AC	1	27.69 AC	1	0.83 AC	1.49 AC

ADDRESS : VIA DE SIENNA BLVD.

SUBMITTAL DATE : FEBRUARY 2017

SUBMITTED BY : *[Signature]* **DATE** 05/12/17
JOHN A. PICKENS, P.E.
STANTEC CONSULTING SERVICES, INC.
221 WEST SIXTH STREET, SUITE 600
AUSTIN, TEXAS 78701
(512) 328-0011



PLAN SUBMITTALS:

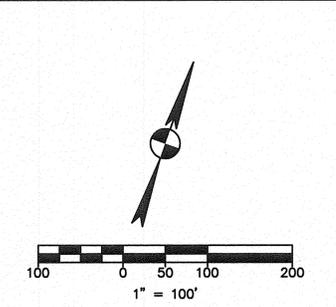
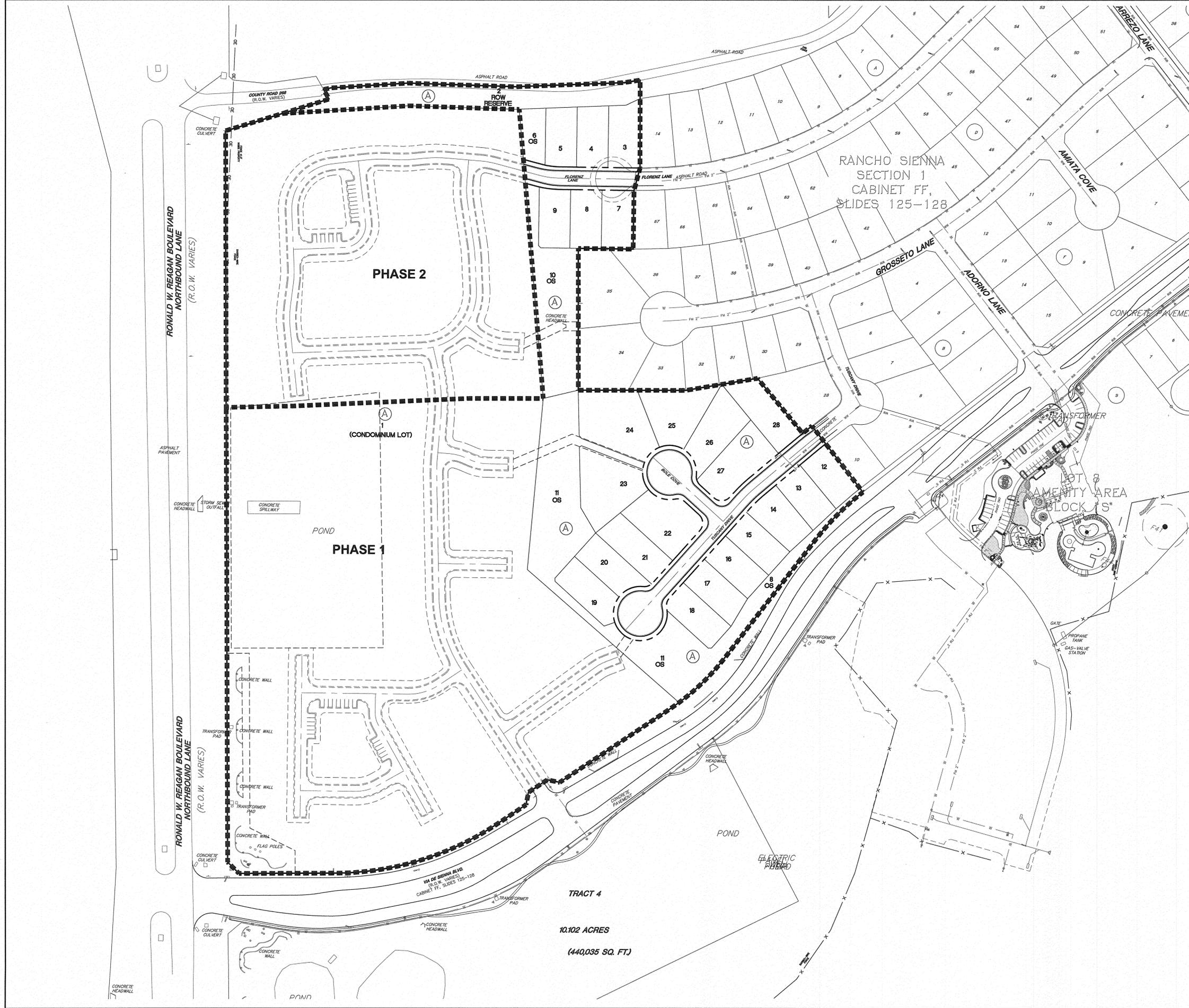
NO.	DATE	COMMENTS

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

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

221 West Sixth Street, Suite 600
Austin, Texas 78701
Tel. (512) 328-0011 Fax (512) 328-0325
TBPE # F-6324 TBPLS # F-10194230
Copyright © 2017



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
(---)	(---)	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

DATE	NO.	REVISION	APPROVAL

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 Austin, Texas 78701
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 TBP# F-6324, TBP# F-10194230
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STATE OF TEXAS
 JOHN A. PICKENS
 110631
 LICENSED PROFESSIONAL ENGINEER
 08/17/12

PHASING PLAN

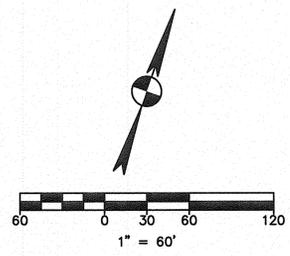
RANCHO SIENNA SECTION 19
 VIA DE SIENNA BLVD.
 NASH RANCHO HILLS, LLC

DRAWN BY: PSD
 DESIGNED BY: JAP
 QA/QC: JAI
 PROJECT NO.: 222010744

SHEET
02
 OF 5

TRACT 4
 10.102 ACRES
 (440,035 SQ. FT.)

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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
○	○	SIGN
○	○	WHEELSTOP
○	○	BOLLARD
○	○	FINISH FLOOR ELEVATION
○	○	PARKING COUNT (REGULAR SPACES)
○	○	PARKING COUNT (HANDICAP SPACES)
○	○	PARKING COUNT (PARALLEL SPACES)
○	○	HANDICAP SPACE
○	○	BIKE PARKING
○	○	BARRICADE

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STATE OF TEXAS
JOHN A. PICKENS
110631
LICENSED PROFESSIONAL ENGINEER

REVISION	NO.	DATE	DESCRIPTION

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

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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°26'54"	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°13'57"	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"	46.49'	S35° 36' 29.70"E
C10	65.65'	60.00'	62°41'42"	62.43'	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'	5°32'11"	5.80'	N28° 19' 46.45"W
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' 42.91"E
C20	15.16'	60.00'	14°28'39"	15.12'	S05° 34' 29.67"E

PARCEL CURVE DATA					
CURVE #	LENGTH	RADIUS	DELTA	CHORD LENGTH	BEARING
C21	175.11'	60.00'	167°12'57"	119.25'	N58° 02' 47.88"E
C22	150.43'	590.00'	14°36'29"	150.02'	S25° 43' 17.84"W
C23	143.89'	510.00'	16°09'53"	143.41'	S26° 28' 59.04"W
C24	384.24'	659.98'	33°21'26"	378.83'	S53° 52' 16.09"W
C25	23.23'	510.00'	2°36'35"	23.23'	S35° 52' 13.23"W
C26	32.08'	155.00'	11°51'25"	32.02'	N77° 27' 12.52"E
C27	44.47'	205.00'	12°25'49"	44.39'	N77° 44' 24.49"E
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' 42.91"W
C62	44.09'	180.00'	14°02'08"	43.98'	N78° 32' 34.24"E

BLOCK A		
LOT #	AREA (SF)	AREA (AC)
1	1206292.38 SF	27.69 AC
2	36053.20 SF	0.83 AC
3	9983.31 SF	0.23 AC
4	9430.46 SF	0.22 AC
5	9138.40 SF	0.21 AC
6	6365.57 SF	0.15 AC
7	9094.27 SF	0.21 AC
8	9224.19 SF	0.21 AC
9	9152.12 SF	0.21 AC
10	33200.54 SF	0.76 AC
11	82300.08 SF	1.89 AC
12	9045.17 SF	0.21 AC
13	8960.00 SF	0.21 AC
14	10400.63 SF	0.24 AC
15	9100.00 SF	0.21 AC
16	9100.00 SF	0.21 AC
17	9583.65 SF	0.22 AC
18	9946.52 SF	0.23 AC
19	10339.54 SF	0.24 AC
20	10210.37 SF	0.23 AC
21	11399.65 SF	0.26 AC
22	15297.72 SF	0.35 AC
23	18085.58 SF	0.42 AC
24	20875.62 SF	0.48 AC
25	15261.02 SF	0.35 AC
26	13493.54 SF	0.31 AC
27	14912.05 SF	0.34 AC
28	12464.57 SF	0.29 AC
ROW	64,904.40 SF	1.49 AC

DATE	NO.	REVISION	APPROVAL

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PRELIMINARY PLAT TABLES

RANCHO SIENNA SECTION 19
 VIA DE SIENNA BLVD.
 NASH RANCHO HILLS, LLC

DRAWN BY: PSD
 DESIGNED BY: JAP
 QA / QC: JAI
 PROJECT NO.: 222010744

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Commissioners Court - Regular Session

17.

Meeting Date: 05/23/2017

McGraw 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 Round Rock Mayor Alan McGraw.

Background

Fiscal Impact

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

Attachments

Resolution

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Julia Cooper

Final Approval Date: 05/17/2017

Reviewed By

Wendy Coco

Date

05/17/2017 03:03 PM

Started On: 05/17/2017 01:09 PM

PROCLAMATION

On the 23rd 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

WHEREAS, Alan McGraw was elected to his first term as Mayor of Round Rock in May 2008 and was sworn in to his third term in May 2014. Prior to his election, Mayor McGraw served on the Round Rock City Council for seven years, four of those years as Mayor Pro-Tem; and

WHEREAS, McGraw holds a degree in accounting from Stephen F. Austin State University, a Master's in Taxation from Colorado State University, and a law degree from the University of Texas; and

WHEREAS, McGraw is a real estate attorney with his own practice in Round Rock; and

WHEREAS, McGraw and his wife, Kathy, have two children, Paige and Chase. The McGraws have been Round Rock citizens since January 1993; and

WHEREAS, McGraw is a member of the Round Rock Chamber of Commerce, Round Rock Sertoma and First United Methodist Church of Round Rock. He serves on the Executive Committee of the Capital Area Council of Governments, the Clean Air Coalition, Kids Outdoor Zone, Williamson County Board of Realtors and has been active in numerous regional transit planning groups. He is also active in the Austin Woods and Waters Club, an organization dedicated to preserving the outdoors; and

WHEREAS, when asked the question "How he would like to be remembered," McGraw said, "As someone who made a positive difference in peoples' lives;" and

NOW THEREFORE BE IT RESOLVED; that the Williamson County Commissioners Court would like to honor and extend its appreciation to Alan McGraw for over 16 years of public service and leadership to his community and for committing to maintain a government that worked together to offer the services that he and his council were charged to provide.

RESOLVED THIS 23rd DAY OF MAY, 2017.

Dan A. Gattis
County Judge

Larry Madsen
County Commissioner Precinct 4

Commissioners Court - Regular Session

18.

Meeting Date: 05/23/2017

EMS Week May 21-27, 2017

Submitted By: Michael Knipstein, EMS

Department: EMS

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving the resolution for Williamson County EMS proclaiming May 21-27, 2017 as Emergency Medical Services Week.

Background

Consider approving the WCEMS resolution recognizing May 21-27, 2017 as Emergency Medical Services Week. EMS is a vital public service. The WCEMS System is ready to provide lifesaving care to those in need 24-hours a day, seven days a week; and access to quality emergency care improves the survival and recovery rate of those experiencing sudden illness or injury.

Fiscal Impact

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

Attachments

EMS Week Resolution

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Michael Knipstein

Final Approval Date: 05/03/2017

Reviewed By

Wendy Coco

Date

05/03/2017 11:38 AM

Started On: 05/02/2017 11:53 AM



State of Texas County of Williamson

Know all men by these presents:



THAT ON THIS, the 23rd day of May 2017, the Commissioners' Court of Williamson County, Texas, met in duly called session at the Courthouse in Georgetown, with the following members present;

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

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

RESOLUTION

WHEREAS, emergency medical services is a vital public service; and

WHEREAS, the members of the Williamson County EMS system are ready to provide lifesaving care to those in need 24 hours a day, seven days a week; and

WHEREAS, the Williamson County Emergency Communications 911 dispatchers and their peers throughout the county ensure lifesaving help is a phone call away; and

WHEREAS, access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

WHEREAS, the emergency medical services system consists of emergency medical technicians at Williamson County EMS and its 16 partner first responder organizations; and

WHEREAS, the members of emergency medical services teams, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and

WHEREAS, it is appropriate to recognize the value and the accomplishments of emergency medical services providers by designating Emergency Medical Services Week; now

THEREFORE, Be It Resolved that the Williamson County Commissioners Court declares the week of May 21-27, 2017, as

EMERGENCY MEDICAL SERVICES WEEK

We encourage the community to get to know their EMS providers.

RESOLVED THIS 23rd DAY OF MAY, 2017

Attest: _____

Nancy E. Rister
Williamson County Clerk

Dan A Gattis
Williamson County Judge

Commissioners Court - Regular Session

19.

Meeting Date: 05/23/2017

Capital Metro board appointment

Submitted For: Terry Cook**Submitted By:** Garry Brown, Commissioner Pct. #1**Department:** Commissioner Pct. #1**Agenda Category:** Regular Agenda Items**Information****Agenda Item**

Discuss and take appropriate action on rescinding Williamson County's Capital Metro appointment from January 31, 2017 and reappoint Norm Chafetz as the County's representative to the Capital Metro Board of Directors to serve from June 1, 2017 to May 31, 2020.

Background

During the January 31, 2017 Court session, Commissioners Court approved a re-appointment to the Capital Metro Board of Directors. Unfortunately, the beginning date of the appointment was wrong, and so, this item needs to come back to Court for action. The motion stated the beginning date of appointment to start on July 1, 2017, when in fact, the beginning date is supposed to be June 1, 2017.

The current appointee, however, has missed 1/3 of all meetings of the board (15 meetings missed out of 46), since being sworn in July 2014. With the expansion of Capital Metro into Round Rock this summer, it is vitally important to have consistent Williamson County representation on the Board of Directors. Norm Chafetz served this county well on the Capital Metro Board of Directors from December 2009 to May 2014, and he received unanimous support from the Williamson County Commissioners Court every time he was brought forward for (re-)appointment. He deserves to be re-appointed again.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments[Cap Metro appoint resolution](#)[Cap Metro Board Member attendance](#)[Cap Metro agendas of missed mtgs](#)[Commissioner Court minutes of Cap Board appointments](#)[Norm Chafetz resume](#)[Cap Metro Board absence by number since July 2014](#)**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Garry Brown

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

Resolution- Capital Metro Board of Directors Appointment

- Whereas,** the Williamson County reappointment to the Capital Metro Board of Directors at the January 31, 2017 court session erroneously had the wrong date of reappointment, and thus, has to come back to Commissioners Court again to make an appointment; and
- Whereas,** the current appointee, since being sworn in July 2014, has missed 15 of 46 meetings of all of the meetings of the board, or 33%, which is more than twice the number of absences of the next highest board member absences in the same time period, all according to information received from Capital Metro; and
- Whereas,** in those instances where Williamson County didn't have a voice during these absences, the total amount of public dollars discussed being accepted by Capital Metro from an outside agency or spent by Capital Metro itself, comes to almost \$500 Million, again from information supplied from Capital Metro; and
- Whereas,** the current appointee works for the Texas Department of Transportation and her husband is the Director of Engineering at the Central Texas Regional Mobility Authority, the toll road builders, two agencies whose main mission is expanding road infrastructure for use by even more automobiles; and
- Whereas,** those missions seem to be at odds with the mission of Capital Metro, which encourages people to take public transportation and leave their cars at home, which leads to an air of a conflict of interest; and
- Whereas,** Williamson County deserves full representation at Capital Metro, especially now, since the City of Round Rock will be served by Capital Metro starting August 2017;
- Now therefore be it resolved,** that the Williamson County Commissioners Court rescind the erroneous appointment made at the January 31, 2017 court session and reappoint Norm Chafetz to the Capital Metro Board of Directors with a term to begin June 1, 2017 and run through May 31, 2020.

	7/28/14	8/25/14	9/15/14	9/29/14	10/27/14	11/12/14	12/15/14
2014	Board	Board	Public Hearing	Board	Board	Board	Board

Martinez
 Riley
 Stafford
 Silas
 Langmore
 Cooper
 Word
 Siebold
 Mitchell

ABSENT

ABSENT

ABSENT ABSENT ABSENT

ABSENT

ABSENT

ABSENT

	1/26/15	2/11/15	2/23/15	3/11/15	3/23/15	4/13/15	4/27/15	5/27/15	6/22/15	7/27/15	8/24/15
2015	Board	Public Hearing	Board	Public Hearing	Board	Public Hearing	Board	Board	Board	Board	Board

Martinez
 Kitchen
 Riley
 Garza
 Stafford
 Silas
 Cooper
 Word
 Siebold
 Jonse
 Mitchell

ABSENT ABSENT

ABSENT

ABSENT

ABSENT

ABSENT ABSENT

ABSENT

ABSENT ABSENT

ABSENT

ABSENT ABSENT

	1/15/16	2/22/16	3/9/16	3/21/16	4/13/16	4/25/16	5/23/16	6/15/16	6/27/16	7/25/16	8/22/16
2016	Board	Board	Public Hearing	Board	Public Hearing	Board	Board	Special	Board	Board	Board

Kitchen

ABSENT

ABSENT

Garza							ABSENT
Stafford	ABSENT						
Renteria							
Silas							
Cooper							ABSENT
Word	ABSENT						ABSENT
Siebold							
Jonse							ABSENT
Mitchell							

	1/23/17 Public Hearing	1/23/17 Board	2/27/17 Board	3/27/17 Public Hearing	3/27/17 Board	4/24/17 Board
Kitchen						
Garza	ABSENT	ABSENT		ABSENT	ABSENT	
Renteria						
Silas						
Cooper						
Word				ABSENT	ABSENT	
Jonse						
Mitchell	ABSENT	ABSENT				

9/14/15 9/14/15 9/28/15 10/26/15 11/18/15 12/14/15
Public Hearing Special Board Board Board Board

ABSENT

ABSENT ABSENT

9/7/16 9/26/16 10/16/16 11/16/16 12/14/16
Public Hearing Board Board Board Board

ABSENT

ABSENT
ABSENT

ABSENT
ABSENT

ABSENT

ABSENT

ABSENT

Meetings missed	Type of Meeting	Agenda items for this meeting	Total costs for items
10/27/2014	Board	Direct staff to procure and manage consultants and contractors to design, install, modify, or test Capital Metro's grade crossing warning systems; approve Cap Metro's investment policy; enter into an Interlocal Agreement with the University of Texas Center for Transportation Research for the purposes of conducting transit research and related work for the benefit of Capital Metro and its customers for a two-year term; Basic Transportation Needs Fund Update	\$400,000.00
11/12/2014	Board	President/CEO performance review with pay raise implications; Interlocal agreement with City of Austin for reimbursement for storm water pipe installation work; exercise option year 3 for government consulting services; contract for a computer network system forensics review; ratify contract for transit advertising installation; contract to purchase 4 commuter rail vehicles; contract to purchase 152 transit buses over a 5 year period.	\$108,527,904
12/15/2014	Board	Contract for replacement of 3 track miles; contract for design, engineering, and construction oversight services for enhanced automotive train control; contract to conduct customer satisfaction surveys; interlocal agreement with CAMPO for reimbursement for work done; Approval of a resolution confirming the evaluation rating of President/CEO with pay raise implications	\$8,436,539
2/23/2015	Board	legislative support to partner with TxDOT to develop a pilot bus-on-shoulders project; revisions to Cap Metro's reserves policy; appropriate funding from TxDOT for rail cars and downtown station improvement and updating 5-year capital improvement plan; election of board officers and appointment of board committees; settlement of lawsuit; quarterly planning ridership and operations reports	\$53,377,344.00
3/23/2015	Board	interlocal agreement with the City of Austin and the Austin Independent School District for establishment of a joint engagement program to be known as the Conversation Corps; interlocal agreement (ILA) with the City of Buda for a Transit Development Plan; interlocal agreement with The Interlocal Purchasing System (TIPS) through the Texas Education Agency for cooperative purchasing; increase the contract value of the current Rail Operations Consulting Services Contract; contracts for miscellaneous concrete construction projects for a two (2) year base period with one (1) option year; contract for an installation and maintenance service contract for building and facility Closed Circuit TV (CCTV) cameras for a one (1) year base period and four (4) option years; resolution appointing a representative to serve on the Regional Affordability Committee; contract for legal services related to the Saltillo Property Project; Approval of the proposed June 2015 Service Changes	\$3,893,962

Meetings missed	Type of Meeting	Agenda items for this meeting	Total costs for items
4/13/2015	Public Hearing		\$0
5/27/2015	Board	Interlocal agreement with UT Austin for shuttle services; contract for operations and maintenance of UT Shuttle, Fixed Route and MetroRapid Services for 3 years + 2 options for 3 years each; Interlocal agreement with UT Austin for free fares from students, faculty and staff; combined contract modifications for primary temporary services; strategic plan mid year update	\$266,725,073
7/27/2015	Board	designating cap metro board member to represent at CAMPO; livery services agreement for ACL music festival; contract for construction observation and coordination services for ongoing transportation and facility projects on a task order basis for 2 years + 3 one-year options; contract for General Engineering Consulting Services for a five-year term on a task order basis; contract modification for real estate advisory services; contract for professional auditing services; presentation for Proposed FY2016 Budget and Five-Year Capital Improvement Plan; MetroRail Downtown Station Update	\$9,728,692
8/24/2015	Board	amend contract for transit advertising installation; interlocal agreement with CARTS for Texas State /I-35 route; increase in the interlocal agreement with the City of Austin for the construction of the extension to Del Robles Drive; contract to construct a replacement mainline rail track and attendant components at the Saltillo properties; contract to provide medical functional assessments services for the MetroAccess Eligibility Department; contract for the development of a 10 year Service Plan 2025; Results of the 2015 Customer Satisfaction Survey	\$8,796,253
2/22/2016	Board	extend contract term for the provision of the replacement Interactive Voice Response System (IVR) from five (5) years, seven (7) months to seven (7) years, nine (9) months; contract for benefit consulting services; resolution amending the merit increase amount for the President/CEO for the annual performance award to a 5 percent increase in base pay; contract for Literature Distribution Services; contract for Wellness Program Services; contract for the sale of a portion of Capital Metro property located at 5310 and 5316 Ed Bluestein Boulevard	\$4,387,582

Meetings missed	Type of Meeting	Agenda items for this meeting	Total costs for items
7/25/2016	Board	Interlocal Agreement (ILA) with Texas Transportation Institute for a period of five years for provision of research in a variety of areas to facilitate Capital Metro's delivery of transit services on an as needed basis; contract for a Rail Maintenance Facility slab reinforcement; contract modification to purchase up to 15 MetroRapid vehicles; to complete the design and engineering of the permanent Downtown Rail Station and related improvements; contract to purchase Xerox on-board hardware systems and installation services for up to 36 commuter coaches, over a five-year period; contract for the management of the Child Care and Learning Center's operations for 1 year + 6 one year options; presentation on proposed FY 17 budget; New Website and App Traveler Tools Update	\$22,521,707
9/7/2016	Public Hearing	Approval of the Fiscal Year 2017 Operating and Capital Budget and Five-Year Capital Improvement Plan; resolution authorizing to implement the January 2017 Service Changes	0
10/16/2016	Board	contract for the expansion of the North Operations Rail Maintenance Facility fuel system; service agreement with Circuit of the Americas for Formula One event; contract for the upgrade of 72 railroad timber bridges on the East, Central and West subdivisions; Memorandum of Understanding with the City of Round Rock authorizing Round Rock to be a direct recipient of a portion of Capital Metro's FY2017 and FY2018 Federal Section 5307 Program funds; contract with SOAL Technologies, LLC; contract for Transit and Outdoor Advertising Removal/Installation for a 1-year base period with the option to extend for three (3) additional 1-year periods; Interlocal Agreement with Capital Area Metropolitan Planning Organization for employee transit passes; resolution appointing Reinet Marneweck, Vice President/Chief Financial Officer, to the Capital Metro Investment Committee with the authorization to withdraw, invest, reinvest and accept payment with interest consistent with the Investment Policy.	\$3,957,738
3/27/2017	Public Hearing	Proposed June 2017 Service Changes	0
3/27/2017	Board	authorizing the implementation of the June 2017 service changes; interlocal agreement with the City of Round Rock for operation of transit service in the City of Round Rock; contract modification to purchase up to 2 Cutaway Vans; contract to renovate the Transit Station IT infrastructure; contract for additional parking at the Howard Lane Park & Ride for the construction of approximately 85 new parking spaces, lighting, irrigation and landscaping; contract to implement a cloud-based Real Estate Portfolio Management system; resolution to certify to Travis County Emergency Services District 14 (TCESD14) and to the Texas Comptroller of Public Accounts the net obligation owed to Capital Metropolitan Transportation Authority (Capital Metro) by Travis County Emergency Services District 14	\$6,209,105
		GRAND TOTAL	\$496,961,899

From the 10/27/09 Commissioner Court minutes:

30. [Discuss and take appropriate action on setting the process to fill the Williamson County appointment to the Capital Metro Board of Directors.](#)
- Motion By: County Judge Dan A. Gattis
Second By: Commissioner Precinct 3 Valerie Covey **Motion: To authorize Commissioners Long and Birkman to accept for two weeks any recommendations to fill the Williamson County appointment to the Capital Metro Board of Directors.**
- Aye: County Judge Dan A. Gattis
Commissioner Precinct 1 Lisa Birkman
Commissioner Precinct 2 Cynthia Long
Commissioner Precinct 3 Valerie Covey
Commissioner Precinct 4 Ron Morrison

From the 12/1/09 Commissioner Court minutes:

46. [Discuss and take appropriate action on the Williamson County appointment to the Cap Metro Board of Directors.](#)
- Norm Chafetz addressed the Court.
- Motion By: Commissioner Precinct 1 Lisa Birkman
Second By: Commissioner Precinct 2 Cynthia Long **Motion: To approve Norm Chafetz as the Williamson County appointee to the Capital Metro Board of Directors.**
- Aye: County Judge Dan A. Gattis
Commissioner Precinct 1 Lisa Birkman
Commissioner Precinct 2 Cynthia Long
Commissioner Precinct 3 Valerie Covey
Commissioner Precinct 4 Ron Morrison

From the 4/12/11 Commissioner Court minutes:

23. [Discuss and consider reappointing Norm Chafetz to serve as the Williamson County representative to the Capital Metro Board of Directors from June 1, 2011 to June 1, 2014.](#)
- Norm Chafetz, Williamson County representative on the Capital Metro Board of Directors, addressed the Court.
- Motion By: Commissioner Precinct 1 Lisa Birkman
Second By: Commissioner Precinct 2 Cynthia Long
Motion: To re-appoint Norm Chafetz, current Williamson County representative on the Capital Metro Board of Directors, to serve from June 1, 2011 to June 1, 2014.
- Aye: County Judge Dan A. Gattis
Commissioner Precinct 1 Lisa Birkman
Commissioner Precinct 2 Cynthia Long
Commissioner Precinct 4 Ron Morrison

Norm Chafetz

PROFILE

Experienced in regional transportation planning and development, government and public affairs, project management, community and media relations, trade association management, strategic planning, business development, sales and marketing. Excellent analytical, communication and inter-personal skills. Proficient in the use of popular PC software applications and the Internet.

EMPLOYMENT HISTORY

Distributed Scorer (Part time), Pearson Educational Measurement **2006 - Present**
Read and assign scores to the written essay portion of the ACT College Entrance Exam.

Business Development Consultant, Austin, TX **2001 - Present**
Assist information technology companies in development and fulfillment of their public sector sales and business development objectives and public relations strategies. Conduct organizational analyses, media outreach, market research, strategic plan development, competitive analyses, lead generation and sales presentations. Assist in developing responses to RFP's and RFQ's. Clients include SchlumbergerSema, Metadot, Caleb Technologies, Ipso Facto and Odyssey.

Regional Sales Director, Carta, Inc., Austin, TX **1998 - 2001**
Consulted with state and local government agencies on ways to use the Internet to more effectively handle E-Government initiatives such as on-line licensing, tax payments and permitting. Sold systems integration services. Developed relationships and alliances with strategic business partners.

Executive Director, Arizona Transit Association, Phoenix, AZ **1995 - 1998**
Led a 115 member non-profit association. Supervised all association functions including legislative and regulatory agency relations, public information and media relations, community outreach, coalition building, budget development and management, membership recruitment and retention, Board Committee coordination, fund raising, conference and meeting planning, newsletter production and member communications.

VP of Marketing, Exprofuels, Austin, TX **1991 - 1995**
Supervised the sales, marketing and business development activities of an organization involved in marketing alternative fuels to government and commercial fleets. Obtained and managed a major fleet conversion contract at Tinker Air Force Base in Oklahoma City. Represented the company in relations with the U.S. Environmental Protection Agency, the U.S. Department of Energy, the Texas Natural Resource and Conservation Commission and the Texas Legislature.

Government Marketing Director, CompuAdd Corporation, Austin, TX **1987 - 1991**
Organized, staffed and supervised the government and educational sales and marketing channel for a personal computer manufacturer accounting for over 20% of company revenues. Oversaw all public sector business development activities. Negotiated computer supply contracts for the states of Texas, Colorado and Georgia. Negotiated the federal GSA contract.

Director of Government Relations, Capital Metro, Austin, TX **1985 - 1987**
Organized and supervised the federal, state and local intergovernmental relations program for a newly created regional transit authority. Obtained over \$60 million in federal grants for transit system development. Involved in major transportation project planning and programming. Represented the agency in dealings with the U.S. Congress, the Texas Legislature, local governments and relevant regulatory agencies.

Director of Grants Administration, Houston Metro, Houston, TX **1979 - 1985**
Organized and supervised the federal grants program. Obtained over \$250 million in federal grants for transit system development. Involved in major transportation project planning and programming. Represented the agency in dealings with the U.S. Congress, the Texas Legislature, local governments, the Houston-Galveston Area Council of Governments and relevant regulatory agencies.

Senior Program Manager, Federal Transit Administration, Chicago, IL **1973 - 1979**
Managed multi-million dollar federal planning and capital grant programs designed to assist Metropolitan Planning Organizations and local transit authorities in improving regional mobility. Involved in certification of the regional planning process.

Transportation Planner, Northeastern Illinois Planning Commission, Chicago, IL **1970 - 1973**
Assisted in developing a long range comprehensive transportation plan for northeastern Illinois and northwestern Indiana. The primary focus was on addressing future commuter rail and feeder bus expansion needs to meet suburban growth. Also involved in reviewing local transportation improvement plans for consistency with the regional land use plan.

EDUCATION

BA Political Science
Southern Illinois University, Carbondale, IL

Graduate Study Public Administration
Roosevelt University, Chicago, IL

Urban Mass Transit Management Seminar
Northeastern University, Boston, MA

Chicago Transit Authority Technical Institute
Chicago, IL

Bay Area Urban Transit Institute
San Francisco, CA

PROFESSIONAL AFFILIATIONS & COMMUNITY SERVICE

American Public Transit Association - Legislative and Transit Board Members Committees
American Society of Association Executives
American Society for Public Administration
Anderson Mill Municipal Utility District - Board of Directors
Anderson Mill Neighborhood Association - President
Arizona Town Hall on Transportation Participant
Austin Clean Cities - Marketing & Infrastructure and Legislative Subcommittees and Executive Committee
Capital Area Regional Transportation Planning Organization
Capital Metropolitan Transportation Authority Board of Directors
Central Texas Association of Utility Districts
Houston Chamber of Commerce - Government Affairs Committee
Lone Star Rail District Board of Directors
Paramount Theater, Austin, TX - Board of Directors
Phoenix Chamber of Commerce - Transportation Committee and Valleywide Transit Task Force
Tempe Chamber of Commerce - Transportation Committee
Texas Natural Resource Conservation Commission - Alternative Fuels Working Group
Texas Society of Association Executives
Zoning Board of Appeals, Wheeling, IL - Member

Norm Chafetz
Transportation Experience Synopsis

Over seventeen years of experience in the planning, design and financing of public transportation and intermodal projects. This includes regional planning, public involvement, demand forecasting and modeling, major investment studies, Transportation Systems Management Analysis, consultant selection and management, peer review, preliminary engineering, station area planning, intermodal integration, way and structure design, right of way acquisition, vehicle specification development and acquisition, service and operational planning, contract management and project management.

Relevant Experience

Transportation Planner, Illinois Department of Transportation

Managed a study of transit distribution options within the Chicago Central Business District. This included development of an east-west subway line to link the commuter rail stations on the western side of the CBD with the central and northern sections of the CBD. It also included a study of the feasibility of relocating the loop elevated structure below grade.

Transportation Planning Manager, Northeastern Illinois Planning Commission

Supervised a project team involved in developing a long range comprehensive transportation plan for northeastern Illinois and northwestern Indiana. Primary focus was on addressing future regional commuter rail and feeder bus expansion needs to meet suburban growth. Also involved in reviewing local transportation improvement plans for consistency with the regional land use plan.

Senior Program Manager, Federal Transit Administration

Served as the federal program representative for several major rail development and bus expansion projects in the Midwest. These included the CTA rail extension to Chicago's O'Hare Airport, the development of new rail service along the southwest corridor to Chicago's Midway Airport, the development of new commuter rail service from the Chicago Central Business District to the northwest suburbs, the Shaker Heights Light Rail Extension in Cleveland, Ohio, the Detroit Light Rail Major Investment Study, the Dayton Light Rail Feasibility study, and the Minneapolis-St. Paul Rail Feasibility Study.

Federal Relations and Grants Director, Houston Metro

Member of a project team involved in the planning and financing of the Alternatives Analysis/DEIS, Preliminary Engineering and Rail Vehicle Acquisition for the Westpark Rail Project. Also involved in the planning and implementation of several HOV lane projects, Park and Ride expansion projects and a major bus and maintenance facility expansion program. Successfully acquired over \$260 million in federal grants to fund major systems improvements. Assisted in development and implementation of community outreach programs.

Government Relations Director, Capital Metro

Project team member of the original Transitway Corridor Analysis Project and on the project consultant selection team. Also involved in the planning and development of Capital Metro's Park and Ride and bus expansion program. Successfully acquired over \$30 million in discretionary federal grants funds for major systems improvements. Assisted in development and implementation of community outreach programs. Involved in acquisition of railroad ROW.

Executive Director, Arizona Transit Association

Involved in Valleywide transportation initiatives such as the Governor's Air Quality Task Force, the Phoenix Chamber of Commerce Transportation Committee and the Arizona DOT Transit Group. Member of the Arizona Town Hall session that developed statewide transportation investment and policy recommendations to the Governor and Legislature.

Board Member, Capital Metropolitan Transportation Authority Board of Directors

Involved in CEO recruitment and evaluation, review and approval of the annual capital and operating budget, transit service changes, and major procurements. Served as the Capital Metro representative on the Lone Star Rail District.

Additional

I have also gained relevant experience through my participation in the Chicago Transit Authority Technical Institute, the Bay Area Urban Transit Institute, APTA committee participation and through first hand exposure to new and existing bus and rail systems in many cities around the country.

Member	Total absences by member
Martinez	0
Riley	0
Langmore	0
Silas	1
Siebold	2
Renteria	2
Cooper	3
Stafford	4
Kitchen	4
Jonse	4
Mitchell	6
Garza	7
Word	15

Commissioners Court - Regular Session

20.

Meeting Date: 05/23/2017

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 11:03 AM

Commissioners Court - Regular Session

21.

Meeting Date: 05/23/2017

PSA with Professional Services Industries for construction materials testing and inspection services for GT annex

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 authorizing Purchasing Agent to award RFQ# 1507-016 for construction materials testing and inspection services for the Williamson County Georgetown Annex Project to the firm determined to be most qualified after evaluation of responses and approve execution of contract with Professional Services Industries, Inc.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

PSA - GT Annex - Material Testing & Inspection - PSI

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Sarah Ramos

Final Approval Date: 05/18/2017

Reviewed By

Wendy Coco

Date

05/18/2017 10:55 AM

Started On: 05/18/2017 10:47 AM

WILLIAMSON COUNTY
CONTRACT FOR ENGINEERING SERVICES

FIRM: Professional Services Industries, Inc. (“Engineer”)
ADDRESS: 2600 McHale Court, Suite 125, Austin, Texas 78758
PROJECT: Construction Materials Testing and Inspection for the Williamson County Georgetown Annex Project (“Project”)

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

THIS CONTRACT FOR ENGINEERING SERVICES (“Contract”) is made and entered into, effective as the date of the last party’s execution hereinbelow, by and between Williamson County, Texas, a political subdivision of the State of Texas, whose offices are located at 710 Main Street, Suite 101, Georgetown, Texas, 78626 (hereinafter referred to as “County”), and Engineer, and such Contract is for the purpose of contracting for professional engineering services.

RECITALS:

WHEREAS, V.T.C.A., Government Code §2254.002(2)(A)(vii) under Subchapter A entitled “Professional Services Procurement Act” provides for the procurement by counties of services of professional engineers; and

WHEREAS, County and Engineer desire to contract for such professional engineering services; and

WHEREAS, County and Engineer wish to document their agreement concerning the requirements and respective obligations of the parties;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable considerations, and the covenants and agreements hereinafter contained to be kept and performed by the respective parties hereto, it is agreed as follows:

ARTICLE 1
CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

A. Contract Documents. The Contract Documents consist of this Contract, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Contract), any fully executed Work Authorizations; any fully executed Supplemental Work Authorizations and all fully executed Contract Amendments (as defined herein in Article 14) which are subsequently issued. These form the entire contract, and all are as fully a part of this Contract as if attached to this Contract or repeated herein.

B. Project Documents. In addition to any other pertinent and necessary Project documents, the following documents shall be used in the development of the Project:

- A. TxDOT 2011 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions
- B. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2014 (English units)
- C. National Environmental Policy Act (NEPA)
- D. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective April 4, 1994, including latest revisions
- E. Americans with Disabilities Act (ADA) Regulations
- F. U.S. Army Corps Regulations
- G. International Building Code, current edition as updated
- H. Williamson County Design Criteria & Project Development Manual, latest edition
- I. Williamson County Multi-Corridor Transportation Plan Project Level Environmental Review and Compliance Protocol, latest edition
- J. Williamson County Protocol for Sustainable Roadsides, latest edition
- K. TxDOT Bridge Design Manual - LRFD, latest edition
- L. TxDOT Geotechnical Manual, latest edition

ARTICLE 2
NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST
PROHIBITED

A. Non-collusion. Engineer warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for Engineer, to solicit or secure this Contract, and that he/she/it has not paid or agreed to pay any company or engineer any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, County reserves and shall have the right to annul this Contract without liability or, in its discretion and at its sole election, to deduct from the contract price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

B. Debarment Certification. Engineer must sign the Debarment Certification enclosed herewith as **Exhibit A**.

C. Financial Interest Prohibited. Engineer covenants and represents that Engineer, his/her/its officers, employees, agents, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required for the construction of the Project.

ARTICLE 3 **ENGINEERING SERVICES**

Engineer shall perform Engineering Services as identified in **Exhibit B** entitled "Engineering Services."

County will prepare and issue Work Authorizations, in substantially the same form identified and attached hereto as **Exhibit C** and entitled "Work Authorization No. _____", to authorize the Engineer to perform one or more tasks of the Engineering Services. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, definite review times by County and Engineer of all Engineering Services and a fee amount agreed upon by the County and Engineer. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the Engineer's responsibilities and obligations established in this Contract. The executed Work Authorizations shall become part of this Contract.

All work must be completed on or before the date specified in the Work Authorization. The Engineer shall promptly notify the County of any event which will affect completion of the Work Authorization, although such notification shall not relieve the Engineer from costs or liabilities resulting from delays in completion of the Work Authorization. Should the review times or Engineering Services take longer than shown on the Work Authorization, through no fault of Engineer, Engineer may submit a timely written request for additional time, which shall be subject to the approval of the County. Any changes in a Work Authorization shall be enacted by a written Supplemental Work Authorization before additional costs may be incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization.

ARTICLE 4 **CONTRACT TERM**

A. Term. The Engineer is expected to complete the Engineering Services described herein in accordance with the above described Work Authorizations or any Supplemental Work Authorization related thereto. If Engineer does not perform the Engineering Services in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall have the right to terminate this Contract as set forth below in Article 20. So long as the County elects not to terminate this Contract, it shall continue from day to day until such time as the Engineering Services are completed in accordance with each applicable Work Authorization

or any Supplemental Work Authorization related thereto. Any Engineering Services performed or costs incurred after the date of termination shall not be eligible for reimbursement. Engineer shall notify County in writing as soon as possible if he/she/it determines, or reasonably anticipates, that the Engineering Services will not be completed in accordance with an applicable Work Authorization or any Supplemental Work Authorization related thereto.

B. Work Authorizations. Engineer acknowledges that each Work Authorization is of critical importance, and agrees to undertake all reasonably necessary efforts to expedite the performance of Engineering Services required herein so that construction of the Project will be commenced and completed as scheduled. In this regard, and subject to adjustments in a particular Work Authorization, as provided in Article 3 herein, Engineer shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Engineering Services required under this Contract in a professional manner.

C. Commencement of Engineering Services. After execution of this Contract, Engineer shall not proceed with Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and has been notified in writing by the County to proceed, as provided in Article 8.

ARTICLE 5 **COMPENSATION AND EXPENSES**

County shall pay and Engineer agrees to accept up to the amount shown below as full compensation for the Engineering Services performed and to be performed under this Contract. The basis of compensation for the services of principals and employees engaged in the performance of the Engineering Services shall be based on the Rate Schedule set forth in the attached **Exhibit D**.

The maximum amount payable under this Contract, without modification, is **Seventy Thousand Dollars (\$70,000.00)** (the "Compensation Cap"), provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the Compensation Cap. The Compensation Cap shall be revised equitably only by written Contract Amendments executed by both parties in the event of a change the overall scope of the Engineering Services set forth in **Exhibit B**, as authorized by County.

The Compensation Cap is based upon all labor and non-labor costs estimated to be required in the performance of the Engineering Services provided for under this Contract. Should the actual costs of all labor and non-labor costs rendered under this Contract be less than the above stated Compensation Cap, then Engineer shall receive compensation for only actual fees and costs of the Engineering Services actually rendered and incurred, which may be less than the above stated Compensation Cap.

The Compensation Cap herein referenced may be adjusted for Additional Engineering Services requested and performed only if approved by a written Contract Amendment signed by both parties.

Engineer shall prepare and submit to County monthly progress reports in sufficient detail to support the progress of the Engineering Services and to support invoices requesting monthly payment. The format for such monthly progress reports and invoices must be in a format acceptable to County. Satisfactory progress of Engineering Services shall be an absolute condition of payment.

Engineer shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Contract in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit E**. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and comply with the Williamson County Vendor Reimbursement Policy. The copies of the provider's invoice must evidence the actual costs billed to Engineer without mark-up.

ARTICLE 6

METHOD OF PAYMENT

Payments to Engineer shall be made while Engineering Services are in progress. A monthly progress report, as referenced in Article 5 above (in a form acceptable to the County), shall be submitted to Williamson County Department of Infrastructure, to the attention of the Sr. Director of Infrastructure. Such progress report shall provide a summary of the work accomplished during the billing period for each Work Authorization task with an estimated percentage of completion for the task.

Simultaneous with submission of such progress report, Engineer shall prepare and submit one (1) original of a certified invoice to the Director of Road & Bridge in a form acceptable to the County Auditor. All invoices submitted to County must, at a minimum, be accompanied by an original complete packet of supporting documentation and time sheets detailing hours worked by staff persons with a description of the work performed by such persons. For Additional Engineering Services performed pursuant to this Contract, a separate invoice or itemization of the Additional Engineering Services must be presented with the same aforementioned requirements.

Payments shall be made by County based upon Engineering Services actually provided and performed.^a Upon timely receipt and approval of each statement, County shall make a good faith effort to pay the amount which is due and payable within thirty (30) days of the County Auditor's receipt. County reserves the right to reasonably withhold payment pending verification of satisfactory Engineering Services performed. Engineer has the responsibility to submit proof to County, adequate and sufficient in its determination, that tasks of an applicable Work Authorization or any Supplemental Work Authorization related thereto were completed.

The certified statements shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current statement. Final payment does not relieve Engineer of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

^a See also, Art. 32(P) "Termination of Work Authorization".

Upon submittal of the initial invoice, Engineer shall provide the County Auditor with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.

ARTICLE 7
PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Engineer will be made within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which the County Auditor receives a correct invoice for services, whichever is later.

Engineer may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply in the event:

- A. There is a bona fide dispute between County and Engineer concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or
- B. The terms of a federal contract, grant, regulation, or statute prevent County from making a timely payment with federal funds; or
- C. There is a bona fide dispute between Engineer and a subcontractor/subconsultant or between a subcontractor/subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Engineering Services performed which causes the payment to be late; or
- D. The invoice is not submitted to Williamson County^b in strict accordance with instructions, if any, on the purchase order, or this Contract or other such contractual agreement.

The County Auditor shall document to Engineer the issues related to disputed invoices within ten (10) calendar days of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of Chapter 2251, V.T.C.A., Texas Government Code.

ARTICLE 8
COMMENCEMENT OF ENGINEERING SERVICES

The Engineer shall not proceed with any task of the Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and instructed, in writing by the County, to proceed with the applicable Engineering Services. The County shall not be responsible for work performed or costs incurred by Engineer related to any task for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties. Engineer shall not be required to perform any work for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties.

^b See Art. 6, *supra*.

ARTICLE 9
PROJECT TEAM

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

Williamson County Dept. of Infrastructure
Attn: Director of Road & Bridge
3151 SE Inner Loop, Suite B
Georgetown, Texas 78626

County shall have the right, from time to time, to change the County's Designated Representative by giving Engineer written notice thereof. With respect to any action, decision or determination which is to be taken or made by County under this Contract, the County's Designated Representative may take such action or make such decision or determination or shall notify Engineer in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the County's Designated Representative shall be binding on County; *provided, however*, the County's Designated Representative shall not have any right to modify, amend or terminate this Contract, an Executed Work Authorization, an executed Supplemental Work Authorization or executed Contract Amendment. County's Designated Representative shall not have any authority to execute a Contract Amendment, Work Authorization or any Supplemental Work Authorization unless otherwise granted such authority by the Williamson County Commissioners Court.

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

Martin J. Elliott, PE, LEED AP
District Manager- Principal Consultant
Building & Construction
Intertek-PSI
Mobile 512-845-2071
Office 512-491-0200
Email Martin.elliott@psiusa.com

Engineer shall have the right, from time to time, to change the Engineer's Designated Representative by giving County written notice thereof. With respect to any action, decision or determination which is to be taken or made by Engineer under this Contract, the Engineer's Designated Representative may take such action or make such decision or determination or shall notify County in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the Engineer's Designated Representative on behalf of Engineer shall be done in his or her reasonable business

judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the Engineer's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the Engineer's Designated Representative shall be binding on Engineer. Engineer's Designated Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations and Contract Amendments on behalf of Engineer.

ARTICLE 10
PROGRESS EVALUATION

Engineer shall, from time to time during the progress of the Engineering Services, confer with County at County's election. Engineer shall prepare and present such information as may be pertinent and necessary, or as may be reasonably requested by County, in order for County to evaluate features of the Engineering Services. At the request of County or Engineer, conferences shall be provided at Engineer's office, the offices of County, or at other locations designated by County. When requested by County, such conferences shall also include evaluation of the Engineering Services. County may, from time to time, require Engineer to appear and provide information to the Williamson County Commissioners Court.

Should County determine that the progress in Engineering Services does not satisfy an applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall review same with Engineer to determine corrective action required.

Engineer shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Engineering Services, including but not limited to the following:

- A. Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of an applicable Work Authorization or any Supplemental Work Authorization related thereto, or preclude the attainment of Project Engineering Services units by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and County assistance needed to resolve the situation, if any; and
- B. Favorable developments or events which enable meeting goals sooner than anticipated in relation to an applicable Work Authorization's or any Supplemental Work Authorization related thereto.

ARTICLE 11 **SUSPENSION**

Should County desire to suspend the Engineering Services, but not to terminate this Contract, then such suspension may be effected by County giving Engineer thirty (30) calendar days' verbal notification followed by written confirmation to that effect. Such thirty-day notice may be waived in writing by agreement and signature of both parties. The Engineering Services may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from County to resume the Engineering Services. Such sixty-day (60) notice may be waived in writing by agreement and signature of both parties. If this Contract is suspended for more than thirty (30) days, Engineer shall have the option of terminating this Contract and, in the event, Engineer shall be compensated for all Engineering Services performed and reimbursable expenses incurred, provided such Engineering Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

If County suspends the Engineering Services, the contract period as determined in Article 4, and the Work Authorization or any Supplemental Work Authorization related thereto, shall be extended for a time period equal to the suspension period.

County assumes no liability for Engineering Services performed or costs incurred prior to the date authorized by County for Engineer to begin Engineering Services, and/or during periods when Engineering Services is suspended, and/or subsequent to the completion date.

ARTICLE 12 **ADDITIONAL ENGINEERING SERVICES**

If Engineer forms a reasonable opinion that any work he/she/it has been directed to perform is beyond the overall scope of this Contract, as set forth in **Exhibit B**, and as such constitutes extra work ("Additional Engineering Services"), he/she/it shall promptly notify County in writing. In the event County finds that such work does constitute Additional Engineering Services, County shall so advise Engineer and a written Contract Amendment will be executed between the parties as provided in Article 14. Any increase to the Compensation Cap due to Additional Engineering Services must be set forth in such Contract Amendment. Engineer shall not perform any proposed Additional Engineering Services nor incur any additional costs prior to the execution, by both parties, of a written Contract Amendment. Following the execution of a Contract Amendment that provides for Additional Engineering Services, a written Work Authorization, which sets forth the Additional Engineering Services to be performed, must be executed by the parties. County shall not be responsible for actions by Engineer nor for any costs incurred by Engineer relating to Additional Engineering Services not directly associated with the performance of the Engineering Services authorized in this Contract, by a fully executed Work Authorization or a fully executed Contract Amendment thereto.

ARTICLE 13 **CHANGES IN COMPLETED ENGINEERING SERVICES**

If County deems it necessary to request changes to previously satisfactorily completed

Engineering Services or parts thereof which involve changes to the original Engineering Services or character of Engineering Services under this Contract, then Engineer shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Engineering Services and paid for as specified under Article 12.

Engineer shall make revisions to Engineering Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by County. No additional compensation shall be due for such Engineering Services.

ARTICLE 14 **CONTRACT AMENDMENTS**

The terms set out in this Contract may be modified by a written fully executed Contract Amendment. Changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization. To the extent that such changes or modifications to a Work Authorization do not also require modifications to the terms of this Contract (i.e. changes to the overall scope of Engineering Services set forth in **Exhibit B**, modification of the Compensation Cap, etc.) a Contract Amendment will not be required.

ARTICLE 15 **USE OF DOCUMENTS**

All documents, including but not limited to drawings, specifications and data or programs stored electronically, (hereinafter referred to as "Engineering Work Products") prepared by Engineer and its subcontractors/subconsultants are related exclusively to the services described in this Contract and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of Engineer's designs under this Contract (including but not limited to tracings, drawings, estimates, specifications, investigations, studies and other documents, completed or partially completed), shall be the property of County to be thereafter used in any lawful manner as County elects. Any such subsequent use made of documents by County shall be at County's sole risk and without liability to Engineer.

By execution of this Contract and in confirmation of the fee for services to be paid under this Contract, Engineer hereby conveys, transfers and assigns to County all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the Project Designs and work product developed under this Contract. Copies may be retained by Engineer. Engineer shall be liable to County for any loss or damage to any such documents while they are in the possession of or while being worked upon by Engineer or anyone connected with Engineer, including agents, employees, Engineers or subcontractors/subconsultants. All documents so lost or damaged shall be replaced or restored by Engineer without cost to County.

Upon execution of this Contract, Engineer grants to County permission to reproduce Engineer's work and documents for purposes of constructing, using and maintaining the Project, provided that County shall comply with its obligations, including prompt payment of all sums when due, under this Contract. Engineer shall obtain similar permission from Engineer's

subcontractors/subconsultants consistent with this Contract. If and upon the date Engineer is adjudged in default of this Contract, County is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the work and documents for the purposes of completing, using and maintaining the Project.

County shall not assign, delegate, sublicense, pledge or otherwise transfer any permission granted herein to another party without the prior written consent of Engineer. However, County shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of the Engineering Work Products appropriate to and for use in the execution of the Work. Submission or distribution of Engineering Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the Engineering Work Products shall be at County's sole risk and without liability to Engineer and its Engineers.

Prior to Engineer providing to County any Engineering Work Products in electronic form or County providing to Engineer any electronic data for incorporation into the Engineering Work Products, County and Engineer shall by separate written contract set forth the specific conditions governing the format of such Engineering Work Products or electronic data, including any special limitations not otherwise provided in this Contract. Any electronic files are provided by Engineer for the convenience of County, and use of them is at County's sole risk. In the case of any defects in electronic files or any discrepancies between them and any hardcopy of the same documents prepared by Engineer, the hardcopy shall prevail. Only printed copies of documents conveyed by Engineer shall be relied upon.

Engineer shall have no liability for changes made to the drawings by other engineers subsequent to the completion of the Project. Any such change shall be sealed by the engineer making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 16

PERSONNEL, EQUIPMENT AND MATERIAL

Engineer shall furnish and maintain, at its own expense, quarters for the performance of all Engineering Services, and adequate and sufficient personnel and equipment to perform the Engineering Services as required. All employees of Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Engineer who, in the reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Engineering Services shall immediately be removed from association with the Project when so instructed by County. Engineer certifies that it presently has adequate qualified personnel in its employment for performance of the Engineering Services required under this Contract, or will obtain such personnel from sources other than County. Engineer may not change the Project Manager without prior written consent of County.

ARTICLE 17
SUBCONTRACTING

Engineer shall not assign, subcontract or transfer any portion of the Engineering Services under this Contract without prior written approval from County. All subcontracts shall include the provisions required in this Contract. No subcontract shall relieve Engineer of any responsibilities under this Contract.

ARTICLE 18
REVIEW OF ENGINEERING SERVICES

Engineer's Engineering Services will be reviewed by County under its applicable technical requirements and procedures.

A. Completion. Reports, plans, specifications, and supporting documents shall be submitted by Engineer on or before the dates specified in the applicable Work Authorization or Supplemental Work Authorization related thereto. Upon receipt of same, the submission shall be checked for completion. "Completion" or "Complete" shall be defined as all of the required items, as set out in the applicable Work Authorization, have been included in compliance with the requirements of this Contract. The completeness of any Engineering Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify Engineer in writing within such thirty (30) day period if such Engineering Services have been found to be incomplete. If the submission is Complete, County shall notify Engineer and County's technical review process will begin.

If the submission is not Complete, County shall notify Engineer, who shall perform such professional services as are required to complete the Engineering Services and resubmit it to County. This process shall be repeated until a submission is Complete.

B. Acceptance. County shall review the completed Engineering Services for compliance with this Contract. If necessary, the completed Engineering Services shall be returned to Engineer, who shall perform any required Engineering Services and resubmit it to County. This process shall be repeated until the Engineering Services are Accepted. "Acceptance" or "Accepted" shall mean that in the County's reasonable opinion, substantial compliance with the requirements of this Contract has been achieved.

C. Final Approval. After Acceptance, Engineer shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by the County. "Final Approval" in this sense shall mean formal recognition that the Engineering Services have been fully carried out.

D. Errors and Omissions. After Final Approval, Engineer shall, without additional compensation, perform any work required as a result of Engineer's development of the work which is found to be in error or omission due to Engineer's negligence. However, any work required or occasioned for the convenience of County after Final Approval shall be paid for as Additional Engineering Services.

E. Disputes Over Classifications. In the event of any dispute over the classification of Engineer's Engineering Services as Complete, Accepted, or having attained Final Approved under this Contract, the decision of the County shall be final and binding on Engineer, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

F. County's Reliance on Engineer. ENGINEER'S DUTIES AS SET FORTH HEREIN SHALL AT NO TIME BE IN ANY WAY DIMINISHED BY REASON OF ANY REVIEW, EVALUATION OR APPROVAL BY THE COUNTY NOR SHALL THE ENGINEER BE RELEASED FROM ANY LIABILITY BY REASON OF SUCH REVIEW, EVALUATION OR APPROVAL BY THE COUNTY, IT BEING UNDERSTOOD THAT THE COUNTY AT ALL TIMES IS ULTIMATELY RELYING UPON THE ENGINEER'S SKILL, ABILITY AND KNOWLEDGE IN PERFORMING THE ENGINEERING SERVICES REQUIRED HEREUNDER.

ARTICLE 19

VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

Violation of contract terms or breach of contract by Engineer shall be grounds for termination of this Contract, and any increased costs arising from Engineer's default, breach of contract, or violation of contract terms shall be paid by Engineer.

ARTICLE 20

TERMINATION

This Contract may be terminated as set forth below.

- A. By mutual agreement and consent, in writing, of both parties.
- B. By County, by notice in writing to Engineer, as a consequence of failure by Engineer to perform the Engineering Services set forth herein in a satisfactory manner.
- C. By either party, upon the failure of the other party to fulfill its obligations as set forth herein.
- D. By County, for reasons of its own and not subject to the mutual consent of Engineer, upon not less than thirty (30) days' written notice to Engineer.
- E. By satisfactory completion of all Engineering Services and obligations described herein.

Should County terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to Engineer. In determining the value of the Engineering Services performed by Engineer prior to termination, County shall be the sole judge. Compensation for Engineering Services at termination will be based on a percentage of the Engineering Services completed at that time. Should County terminate this Contract under Subsection (D) immediately above, then the amount charged during the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days.

If Engineer defaults in the performance of this Contract or if County terminates this Contract for fault on the part of Engineer, then County shall give consideration to the actual costs incurred by Engineer in performing the Engineering Services to the date of default, the amount of Engineering Services required which was satisfactorily completed to date of default, the value of the Engineering Services which are usable to County, the cost to County of employing another firm to complete the Engineering Services required and the time required to do so, and other factors which affect the value to County of the Engineering Services performed at the time of default.

The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Contract. If the termination of this Contract is due to the failure of Engineer to fulfill his/her/its contractual obligations, then County may take over the Project and prosecute the Engineering Services to completion. In such case, Engineer shall be liable to County for any additional and reasonable costs incurred by County.

Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Engineer in support of the Engineering Services under this Contract.

ARTICLE 21 **COMPLIANCE WITH LAWS**

A. Compliance. Engineer shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Contract, including without limitation, minimum/maximum salary and wage statutes and regulations, and licensing laws and regulations. Engineer shall furnish County with satisfactory proof of his/her/its compliance.

Engineer shall further obtain all permits and licenses required in the performance of the Engineering Services contracted for herein.

B. Taxes. Engineer will pay all taxes, if any, required by law arising by virtue of the Engineering Services performed hereunder. County is qualified for exemption pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act.

ARTICLE 22 **INDEMNIFICATION**

ENGINEER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM AN NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY ENGINEER,

ENGINEER'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH ENGINEER INCLUDING, WITHOUT LIMITATION, ENGINEER'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL.

ENGINEER FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM ENGINEER'S FAILURE TO PAY ENGINEER'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY ENGINEER.

ENGINEER FURTHER AGREES TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY ENGINEER IN THE PERFORMANCE OF THIS CONTRACT.

THE LIMITS OF INSURANCE REQUIRED IN THIS CONTRACT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT ENGINEER'S OBLIGATIONS UNDER THIS SECTION. THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF THE COUNTY OR THIRD PARTIES FOR WHOM ENGINEER IS NOT LEGALLY LIABLE, ENGINEER'S OBLIGATIONS SHALL BE IN PROPORTION TO ENGINEER'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY THE COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN ENGINEER IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. ENGINEER SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT ENGINEER, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND ATTORNEYS' FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

ARTICLE 23

ENGINEER'S RESPONSIBILITIES

Engineer shall be responsible for the accuracy of his/her/its Engineering Services and shall promptly make necessary revisions or corrections to its work product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. County shall determine Engineer's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of Article 33. Engineer shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the Project has been completed.

ARTICLE 24 ENGINEER'S SEAL

The responsible engineer shall sign, seal and date all appropriate engineering submissions to County in accordance with the Texas Engineering Practice Act and the rules of the State Board of Registration for Professional Engineers.

ARTICLE 25 INSURANCE

Engineer must comply with the following insurance requirements at all times during this Contract:

A. Coverage Limits. Engineer, at Engineer's sole cost, shall purchase and maintain during the entire term while this Contract is in effect the following insurance:

1. Worker's Compensation in accordance with statutory requirements.
2. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate.
3. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of \$500,000.00 per occurrence and \$1,000,000.00 in the aggregate.
4. Professional Liability Errors and Omissions Insurance in the amount of \$2,000,000.00 per claim.

B. Additional Insureds; Waiver of Subrogation. County, its directors, officers and employees shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where County, its directors, officers and employees are additional insureds, such insurance shall be primary and any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

C. Premiums and Deductible. Engineer shall be responsible for payment of premiums for all of the insurance coverages required under this section. Engineer further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all

matters for which the Engineer is responsible hereunder, Engineer shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over \$50,000 in the Engineer's insurance must be declared and approved in writing by County in advance.

D. Commencement of Work. Engineer shall not commence any field work under this Contract until he/she/it has obtained all required insurance and such insurance has been approved by County. As further set out below, Engineer shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Contract until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of Engineer hereunder.

E. Insurance Company Rating. The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A-rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued.

F. Certification of Coverage. Engineer shall furnish County with a certification of coverage issued by the insurer. Engineer shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, Engineer shall also notify County, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**

G. No Arbitration. It is the intention of the County and agreed to and hereby acknowledged by the Engineer, that no provision of this Contract shall be construed to require the County to submit to mandatory arbitration in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required hereunder or as may be required by law or a court of law with jurisdiction over the provisions of this Contract.

H. Subcontractor/Subconsultant's Insurance. Without limiting any of the other obligations or liabilities of Engineer, Engineer shall require each subcontractor/subconsultant performing work under this Contract (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of this Contract, at the subcontractor/subconsultant's own expense, the same stipulated minimum insurance required in this Article above, including the required provisions and additional policy conditions as shown below in this Article.

Engineer shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Engineer must retain the certificates of insurance for the duration of this Contract, and shall have the responsibility of enforcing these insurance requirements among its subcontractor/subconsultants. County shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

I. Insurance Policy Endorsements. Each insurance policy shall include the following conditions by endorsement to the policy:

1. County shall be notified thirty (30) days prior to the expiration, cancellation, non-renewal or any material change in coverage, and such notice thereof shall be given to County by certified mail to:

Williamson County Auditor
c/o: Pam Navarrette
710 Main Street, Suite 301
Georgetown, Texas 78626

With copy to: Williamson County Dept. of Infrastructure
Attn: Director of Road & Bridge
3151 SE Inner Loop, Suite B
Georgetown, Texas 78626

2. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

J. Cost of Insurance. The cost of all insurance required herein to be secured and maintained by Engineer shall be borne solely by Engineer, with certificates of insurance evidencing such minimum coverage in force to be filed with County. Such Certificates of Insurance are evidenced as **Exhibit F** herein entitled "Certificates of Insurance."

ARTICLE 26 **COPYRIGHTS**

County shall have the royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any reports developed by Engineer for governmental purposes.

ARTICLE 27 **SUCCESSORS AND ASSIGNS**

This Contract shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. Engineer may not assign, sublet or transfer any interest in this Contract, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

ARTICLE 28
SEVERABILITY

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

ARTICLE 29
PRIOR AGREEMENTS SUPERSEDED

This Contract constitutes the sole agreement of the parties hereto, and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein. This Contract may only be amended or supplemented by mutual agreement of the parties hereto in writing.

ARTICLE 30
ENGINEER'S ACCOUNTING RECORDS

Engineer agrees to maintain, for a period of three (3) years after final payment under this Contract, detailed records identifying each individual performing the Engineering Services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for verification purposes. Engineer agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Engineer which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Engineer further agrees that County shall have access during normal working hours to all necessary Engineer facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give Engineer reasonable advance notice of intended audits.

ARTICLE 31
NOTICES

All notices to either party by the other required under this Contract shall be personally delivered or mailed to such party at the following respective addresses:

County: Williamson County Judge
710 Main Street, Suite 101
Georgetown, Texas 78626

With copy to: Williamson County Dept. of Infrastructure

Attn: Director of Road & Bridge
3151 SE Inner Loop, Suite B
Georgetown, Texas 78626

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

Engineer: Martin J. Elliott, PE, LEED AP
Professional Service Industries, Inc.
2600 McHale, Suite 125
Austin, Texas 78758

ARTICLE 32
GENERAL PROVISIONS

A. Time is of the Essence. Subject to Article 3 hereof, Engineer understands and agrees that time is of the essence and that any failure of Engineer to complete the Engineering Services for each phase of this Contract within the agreed work schedule set out in the applicable Work Authorization may constitute a material breach of this Contract. Engineer shall be fully responsible for his/her/its delays or for failures to use his/her/its reasonable efforts in accordance with the terms of this Contract and the Engineer's standard of performance as defined herein. Where damage is caused to County due to Engineer's negligent failure to perform County may accordingly withhold, to the extent of such damage, Engineer's payments hereunder without waiver of any of County's additional legal rights or remedies.

B. Force Majeure. Neither County nor Engineer shall be deemed in violation of this Contract if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

C. Enforcement and Venue. This Contract shall be enforceable in Georgetown, Williamson County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas excluding, however, its choice of law rules.

D. Standard of Performance. The standard of care for all professional engineering, consulting and related services performed or furnished by Engineer and its employees under this Contract will be the care and skill ordinarily used by members of Engineer's profession practicing under the same or similar circumstances at the same time and in the same locality.

E. Opinion of Probable Cost. Any opinions of probable Project cost or probable construction cost provided by Engineer are made on the basis of information available to Engineer and on the basis of Engineer's experience and qualifications and represents its judgment as an experienced and qualified professional engineer. However, since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, Engineer does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost Engineer prepares.

F. Opinions and Determinations. Where the terms of this Contract provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

G. Reports of Accidents. Within 24 hours after Engineer becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Engineer), whether or not it results from or involves any action or failure to act by the Engineer or any employee or agent of the Engineer and which arises in any manner from the performance of this Contract, the Engineer shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Engineer shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Engineer, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Engineer's performance of work under this Contract.

H. Gender, Number and Headings. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Contract.

I. Construction. Each party hereto acknowledges that it and its counsel have reviewed this Contract and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Contract.

J. Independent Contractor Relationship. Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

K. No Waiver of Immunities. Nothing in this Contract shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United

States.

L. Texas Public Information Act. To the extent, if any, that any provision in this Contract is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

M. Governing Terms and Conditions. If there is an irreconcilable conflict between the terms and conditions set forth in this Contract or any Contract Amendment and the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract, the terms and conditions set forth in this Contract or any Contract Amendment shall control over the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract.

N. Meaning of Day. For purposes of this Contract, all references to a "day" or "days" shall mean a calendar day or calendar days.

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

P. Termination of Work Authorization. Should it be determined that the progress in the production of Engineer's services and work does not satisfy the requirements of the approved Work Authorization as provided by Exhibit "C", attached hereto, the County shall review the approved Work Authorization with the Engineer to determine the corrective action needed, including potential termination of such Work Authorization by Williamson County. Additionally, if an approved Work Authorization has not been completed by the end of the applicable County fiscal year under this contract and the Williamson County Commissioners Court does not provide for funding through its budgetary oversight for the subsequent County fiscal year, Williamson County reserves the right to terminate such Work Authorization at its discretion.

ARTICLE 33
DISPUTE RESOLUTION

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

ARTICLE 34 **EQUAL OPPORTUNITY IN EMPLOYMENT**

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

A. Compliance with Regulations. The Engineer shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

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

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

D. Information and Reports. The Engineer shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by

the County (referred to in this Article as the "Recipient") or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the Engineer shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

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

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

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

SIGNATORY WARRANTY

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

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

COUNTY

WILLIAMSON COUNTY, TEXAS

By: _____
Dan A. Gattis, County Judge

Date: _____, 20____

ENGINEER

PROFESSIONAL SERVICES INDUSTRIES, INC.

By: *Martin J. Elliott*

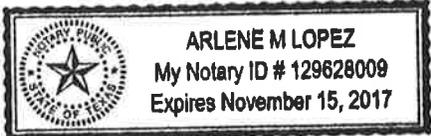
Printed Name: MARTIN J. ELLIOTT

Title: DISTRICT MANAGER

Date: MAY 12, 20 17

SUBSCRIBED and sworn to before me the undersigned authority by Martin J. Elliott
_____ the District Manager of **ENGINEER**, on behalf of said firm.

Arlene M. Lopez
Notary Public in and for the
State of Texas



My commission expires: 11/15/2017

LIST OF EXHIBITS ATTACHED

- (1) **Exhibit A** Debarment Certification
- (2) **Exhibit B** Engineering Services
- (3) **Exhibit C** Work Authorization
- (4) **Exhibit D** Rate Schedule
- (5) **Exhibit E** Williamson County Vendor Reimbursement Policy
- (6) **Exhibit F** Certificates of Insurance

**EXHIBIT A
DEBARMENT CERTIFICATION**

STATE OF TEXAS

§

COUNTY OF WILLIAMSON

§

§

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

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public* transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity* with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions* terminated for cause or default; and
- (e) Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

Professional Services Industries, Inc.

Name of Firm



Signature of Certifying Official

MARTIN J. ELLIOTT

Printed Name of Certifying Official

DISTRICT MANAGER

Title of Certifying Official

MAY 12, 2017

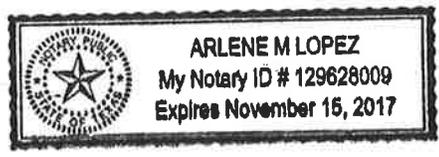
Date

(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 Martin J. Elliott the District Manager of Professional Service Industries on behalf of said firm.

Arlene M Lopez
Notary Public in and for the
State of Texas



My commission expires: 11/15/2017

EXHIBIT B

ENGINEERING SERVICES

Summary of Scope of Services: ENGINEER is to perform construction materials testing and inspection of the Williamson County Annex which includes the following:

- Building and Paving subgrade proofroll inspections, as well as, field density testing of compacted fill materials placed on subgrades, utility backfill, and associated lab testing
- Drilled pier inspections to check pier lengths and diameters, bearing strata confirmation and penetration depth, reinforcing steel inspection and associated concrete field tests, and fabrication of test cylinders.
- Perform reinforcing steel inspections to verify that the proper size, grade, length, spacing, cleanliness, and chairs are in place prior to concrete placements.
- Perform concrete placement inspections to check the strength of the concrete, as well as consistency, temperature, air content, and placement techniques.
- Perform masonry observations which includes the fabrication of mortar cubes, grout specimen, reinforcing steel placement observations, grouting techniques, and check masonry veneer tiebacks.
- Inspect structural steel bolted connections for tightness, as well as, weld inspection of welded connections on structural steel framing and related elements.
- Perform asphalt lab testing for material quality for parking lot paving and drives. Asphalt paving cores are sampled to verify density and thickness after placements.

EXHIBIT C

WORK AUTHORIZATION

(To Be Completed and Executed After Contract Execution)

WORK AUTHORIZATION NO. _____

PROJECT: Williamson County Georgetown Annex Project

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated _____, 20____ and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Professional Services Industries, 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 _____.

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

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

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

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

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

EXECUTED this ____ day of _____, 20__.

ENGINEER:

[Professional Services Industries, Inc.]

By: *Martin J. Elliott*
Signature

MARTIN J. ELLIOTT
Printed Name

DISTRICT 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

EXHIBIT D
RATE SCHEDULE

See attached



SCHEDULE OF SERVICES AND FEES

Construction Services – Austin, TX

Effective January 1st, 2016

SOILS

Laboratory testing of soils, delivered to our laboratory, in accordance with ASTM or AASHTO procedures and project specifications.

Moisture/Density Relationship of Soil (Proctor Test):

a. ASTM D-698 (Standard)	Each	\$ 185.00
b. ASTM D-1557 (Modified)	Each	\$ 185.00
d. TEX-113-E (Base Materials)	Each	\$ 185.00
c. TEX-114-E (Subgrade, Embankment, Backfill Materials)	Each	\$ 185.00
Atterberg Limits Determination (PI)	Each	\$ 65.00
Material Finer Than #200 Sieve (Wash/Dry)	Each	\$ 65.00
Sieve Analysis	Each	\$ 65.00
Unified Soil Classification	Each	\$ 65.00
Sample Preparation	Each	\$ 65.00
Standard Moisture/Density Relationship, Atterberg Limits, Sieve Analysis, Percent Passing No.200 Sieve, Unified Soil Classification, Sample Preparation	Each	\$ 535.00

Field testing of soils in accordance with ASTM or AASHTO procedures and project specifications.

Nuclear Density Test ASTM D2922	Each	\$ 15.00
Moisture Content of Soil	Each	\$ 5.00

CONCRETE and AGGREGATES

Laboratory testing of concrete, grout, mortar and aggregates, delivered to our laboratory, in accordance with ASTM or TEX procedures and project specifications.

Concrete Cylinders (Cured and/or Tested in Compression)	Each	\$ 18.00
Trimming of Cylinders for ASTM Procedure (Contractor Made Only)	Each	\$ 25.00
Sieve Analysis of Coarse Aggregates	Each	\$ 75.00
Sieve Analysis of Fine Aggregates	Each	\$ 75.00
Specific Gravity and Absorption	Each	\$ 55.00
Bulk Density	Each	\$ 50.00
Materials Finer than #200 Sieve (Decant)	Each	\$ 65.00
Sand Equivalent	Each	\$ 65.00
Organic Impurities in Fine Aggregate	Each	\$ 65.00
Los Angeles Abrasion	Each	\$ 225.00
Crushed Face Particle Count	Each	\$ 75.00
Soundness of Aggregates (Magnesium or Sodium)	Each	\$ 375.00

Field testing of concrete in accordance with ASTM procedures and project specifications.

Slump of Hydraulic Cement Concrete	Each	\$ 6.00
Air Content of Freshly Concrete by the Pressure Method	Each	\$ 6.00
Temperature of Freshly Mixed Portland-Cement Concrete	Each	\$ 6.00
Unit Weight of Concrete	Each	\$ 6.00

ASPHALT

Laboratory testing of asphaltic samples delivered to our laboratory, in accordance with ASTM procedures and project specifications

Extraction and Gradation	Each	\$ 145.00
Asphalt Coring Machine.....	Per Trip	\$ 175.00
Thickness Determination of Asphalt Cores	Each	\$ 15.00
Density Determination and Thickness of Asphalt Cores	Each	\$ 30.00
Theoretical Specific Gravity (Rice Method).....	Each	\$ 85.00
Asphalt Stability.....	Each	\$ 45.00

MASONRY

Laboratory testing of masonry samples delivered to our laboratory, in accordance with ASTM Procedures and project specifications

Grout Prisms (Cured and/or Tested in Compression).....	Each	\$ 18.00
Mortar Cubes (Cured and/or Tested in Compression).....	Each	\$ 18.00

FIELD TESTING AND OBSERVATION SERVICES

Engineering Technician/ Inspector (minimum 4 hours) (To perform field density testing, field testing of concrete, slump, air content, temperature, unit weight, cast concrete cylinders, masonry testing, proof rolling observation, drilled piers, reinforcing steel, post tensioning placement and stressing, floor flatness, fireproofing, wood framing, and concrete batch plant observation)	Per Hour	\$ 45.00
Asphalt Technician (minimum 4 hours) (To perform asphalt placement observation, extraction gradation, asphalt stability, maximum theoretical specific gravity, lab molded density, air void determination of cores).....	Per Hour	\$ 52.00
Structural Steel Technician (minimum 4 hours) (To perform visual weld observation, bolting inspection, shear stud verification, NDE of welds, and fabrication shop observation).....	Per Hour	\$ 95.00
Geotechnical Engineer (Site visits, consultation, special reports).....	Per Hour	\$ 125.00
Professional Engineer (Site visits, consultation, special reports).....	Per Hour	\$ 138.00

MANAGEMENT/TECHNICAL SERVICES

Project Manager.....	Per Hour	\$ 94.00
Report Review.....	Each	\$ 25.00
Project Setup fee.....	Each	\$ 150.00
Final Close-Out Letter / Report- as needed	Each	\$ 375.00

EQUIPMENT

Daily Equipment Charge*	Per Trip	\$ 40.00
Lime depth checks/field gradations	Per Test	\$ 45.00
Floor vapor emission test kits	Per Kit	\$ 40.00
Concrete Coring Rig Charge	Per Day	\$ 150.00
Asphalt Coring Machine	Per Trip	\$ 175.00
Generator	Per Trip	\$ 75.00
Core hole patching	Per Hole	\$ 15.00
Floor Flatness Equipment		
Up to 10,000sf	Each	\$ 550.00
Over 10,000sf	Per SF	\$ 0.06
UT Flaw Detector Machine	Per Day	\$ 130.00
UT Couplant (minimum 1 pint)	Per Pint	\$ 25.00
PT Cleaner (minimum 1 can)	Per Can	\$ 25.00
PT Penetrant (minimum 1 can)	Per Can	\$ 25.00
MT Equipment	Per Day	\$ 85.00
MT Powder (minimum 1 lb)	Per Pound	\$ 25.00
Transportation Charge	Per Trip	\$ 40.00

*Charges for the use of nuclear density gauge when testing soils compaction and for concrete equipment when performing concrete testing (slump cone, slump board, air content meter, wheel borrow, etc.)

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

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

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

EXHIBIT E

Williamson County **Vendor Reimbursement Policy**

The purpose of this Williamson County Vendor Reimbursement Policy ("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 Technology Fees
- 10.28 Sales tax on goods purchased
- 10.29 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

EXHIBIT F

CERTIFICATES OF INSURANCE

ATTACHED BEHIND THIS PAGE

Commissioners Court - Regular Session

22.

Meeting Date: 05/23/2017

2006 Road Bond Transfer

Submitted By: Emmeline Palma, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving 2006 Road Bond Budget Transfer per Mike Weaver, Road Bond Manager, to move \$140,000 from 2006 Road Bond Non-Departmental (P156) to CR 111 Extension (P249).

Background

Fiscal Impact

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

Attachments

2006 Road Bond Transfer

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Emmeline Palma

Final Approval Date: 05/18/2017

Reviewed By

Wendy Coco

Date

05/18/2017 09:04 AM

Started On: 05/18/2017 08:51 AM

Memo

To: Emmeline Palma, Williamson County Auditor's Office
Cc: Tomika Lynce, Williamson County Auditor's Office
From: Michael J. Weaver
Date: May 17, 2017
Re: 2006 Road Bond Budget Transfers

Please make the following 2006 Road Bond project budget adjustments:

- Move \$140,000.00 from P-156 Unallocated Interest to P-249 CR 111 Extension

If you have any questions, please let me know.

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

Commissioners Court - Regular Session

23.

Meeting Date: 05/23/2017

2013 Road Bond Transfer

Submitted By: Emmeline Palma, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving 2013 Road Bond Budget Transfer per Mike Weaver, Road Bond Manager, to move \$675,000 from 2013 Road Bond Non-Departmental (P290) to Forest North Drainage (P225) \$350,000, Pearson Ranch Road (P221) \$50,000 and Arterial H Extension (P276) \$275,000.

Background

Fiscal Impact

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

Attachments

2013 Road Bond Transfer

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Emmeline Palma

Final Approval Date: 05/18/2017

Reviewed By

Wendy Coco

Date

05/18/2017 09:04 AM

Started On: 05/18/2017 08:55 AM

Memo

To: Emmeline Palma, Williamson County Auditor's Office
Cc: Tomika Lynce, Williamson County Auditor's Office
From: Michael J. Weaver
Date: May 17, 2017
Re: 2013 Road Bond Budget Transfers

Please make the following budget adjustment for 2013 Road Bond projects:

- Move \$350,000.00 from P-290 Unallocated to P-225 Forest North Drainage Phase 1
- Move \$50,000.00 from P-290 Unallocated to P-221 Pearson Ranch Road
- Move \$275,000.00 from P-290 Unallocated to P-276 Arterial H Extension

If you have any questions, please let me know.

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

Commissioners Court - Regular Session

24.

Meeting Date: 05/23/2017

LTP Budget Transfer

Submitted By: Emmeline Palma, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving Long Term Planning Budget Transfer to move \$236,000 from LTP ROW (P457) to Corridor A1/FM1660 (P458).

Background

Additional dollars are needed for the full buildout traffic model to be done by Kennedy Consulting on the Corridor A1/FM1660 project so that we can go through the NEPA process.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

[LTP Budget Transfer](#)

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Emmeline Palma

Final Approval Date: 05/18/2017

Reviewed By

Wendy Coco

Date

05/18/2017 09:04 AM

Started On: 05/18/2017 08:58 AM

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

Prime Strategies, Inc.

Memo

To: Emmeline Palma, Williamson County Auditor's Office
Cc: Tomika Lynce, Williamson County Auditor's Office
From: Michael J. Weaver
Date: 5/17/2017
Re: Budget Transfer – LTP Corridor Studies

Additional dollars are needed for the full buildout traffic model to be done by Kennedy Consulting on the Corridor A-1/FM1660 project so that we can go through the NEPA process. Please make the following budget transfers:

- Move \$236,000.00 from P-457 LTP ROW to P-458 Corridor A1/FM1660

If you have any questions please let me know.

Cc: Robert B. Daigh, P.E., Williamson County Senior Director of Infrastructure
Charlie Crossfield, Sheets & Crossfield, LP
Christen Eschberger, P.E., HNTB
Marie Walters, PSI

Commissioners Court - Regular Session

25.

Meeting Date: 05/23/2017

Change Order

Submitted By: Wendy Coco, County Judge

Department: Unified Road System

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

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Change Order

Form Review

Form Started By: Wendy Coco
Final Approval Date: 05/18/2017

Started On: 05/18/2017 04:55 PM

RECEIVED
 MAY 04 2017
 BY: PSI

Received

APR 27 2017

WILLIAMSON COUNTY, TEXAS
 CHANGE ORDER NUMBER: 2

HNTB Corporation
 Round Rock

- CONTRACTOR: DeNucci Constructors
- Change Order Work Limits: Sta. 2+56 to Sta. 3+29
- Type of Change(on federal-aid non-exempt projects): Min (Major/Minor)
- 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 (unforseeable). Unadjusted utility (unforseeable). 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.

- Work to be performed in accordance with Items: See attached.
 - New or revised plan sheet(s) are attached and numbered: C-114, C-122A
 - New Special Provisions/Specifications to the contract are attached: Yes No
 - 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).

<p><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></p> <p>THE CONTRACTOR Date <u>4/25/17</u></p> <p>By <u>Paul T. DeNucci</u></p> <p>Typed/Printed Name <u>PAUL T. DENUCCI</u></p> <p>Typed/Printed Title <u>MANAGER</u></p>	<p>The following information must be provided</p> <p>Time Ext. #: <u>1</u> Days added on this CO: <u>5</u></p> <p>Amount added by this change order: <u>\$58,006.83</u></p>
---	--

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	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

<p>1. Design Error or Omission</p>	<p>1A. Incorrect PS&E 1B. Other</p>
<p>2. Differing Site Conditions (unforeseeable)</p>	<p>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</p>
<p>3. County Convenience</p>	<p>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</p>
<p>4. Third Party Accommodation</p>	<p>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</p>
<p>5. Contractor Convenience</p>	<p>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</p>
<p>6. Untimely ROW/Utilities</p>	<p>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</p>

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 Parisher (lparisher@cobbfindley.com)" <lparisher@cobbfindley.com>
Subject: Forest North - COA Project Review & Meeting Summary 3/24/17

Ryan,

From our meeting last week, the City of 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).

<p><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></p> <p>THE CONTRACTOR Date _____</p> <p>By _____</p> <p>Typed/Printed Name _____</p> <p>Typed/Printed Title _____</p>	<p align="center">The following information must be provided</p> <p>Time Ext. #: _____ Days added on this CO: <u>30</u></p> <p>Amount added by this change order: <u>\$127,263.94</u></p>

RECOMMENDED FOR EXECUTION:

_____	County Commissioner Precinct 1	Date
Project Manager	<input type="checkbox"/> APPROVED <input type="checkbox"/> REQUEST APPROVAL	
_____	County Commissioner Precinct 2	Date
N/A	<input type="checkbox"/> APPROVED <input type="checkbox"/> REQUEST APPROVAL	
Design Engineer		
_____	County Commissioner Precinct 3	Date
Program Manager	<input type="checkbox"/> APPROVED <input type="checkbox"/> REQUEST APPROVAL	
_____	County Commissioner Precinct 4	Date
Design Engineer's Seal:	<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

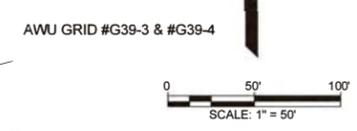
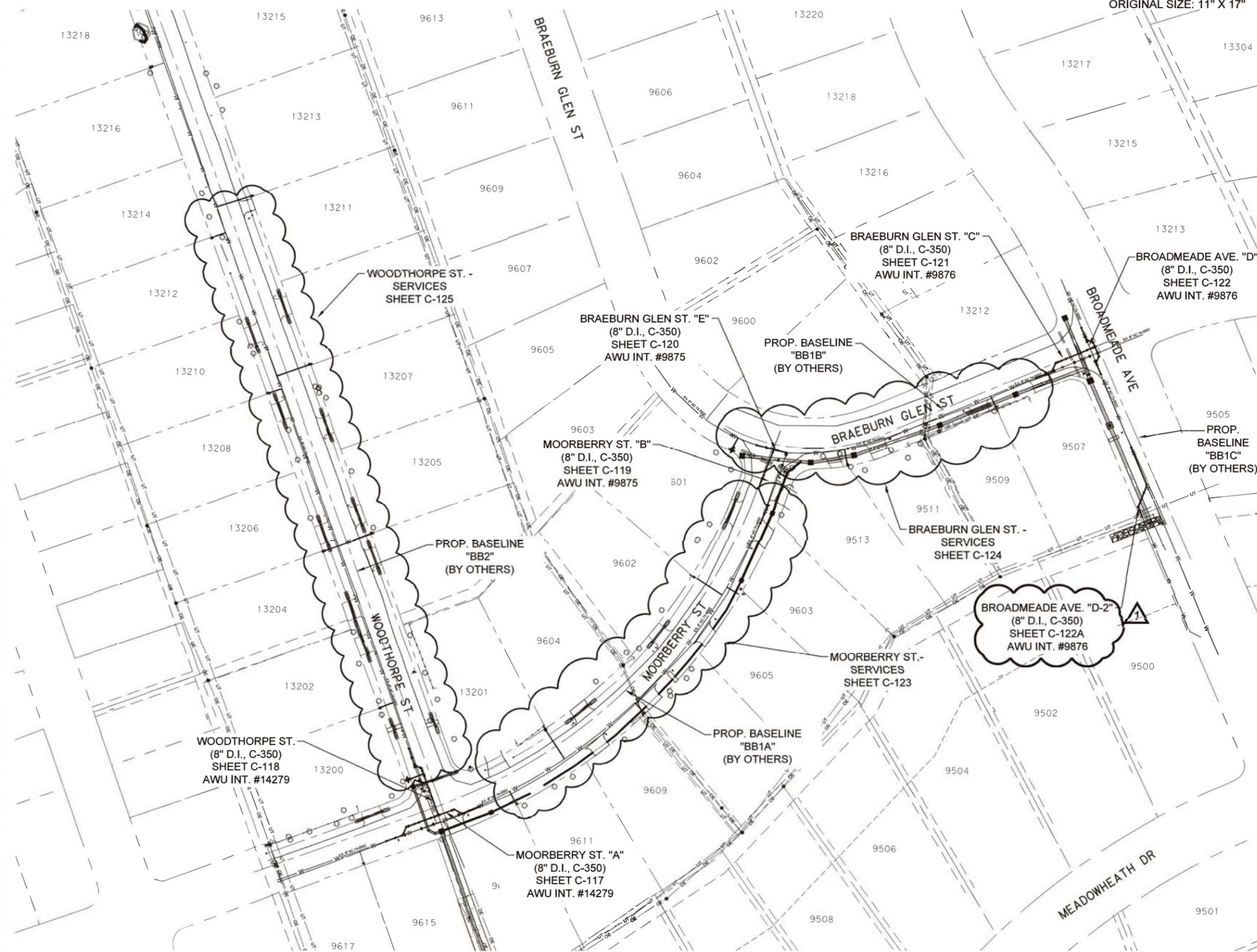
1,246 / 2 = 623 sys

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"



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-509.
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:

- WATER METER
- WATER VALVE
- FIRE HYDRANT
- WASTE WATER MANHOLE
- POWER POLE
- WATER LINE
- WASTE WATER LINE
- UNDERGROUND TELEPHONE
- OVERHEAD ELECTRIC

REVIEWED
MAY 14 2017
Austin Water Utility

REV. NO.	REVISION DESCRIPTION	APPROVED BY	DATE
1	ADDED SHEET	JLP	3/13/17

CobbFendley
TYPE NO. 274 / TRPLS NO. 10046701
 505 EAST HUNTLAND DRIVE, SUITE 100
 AUSTIN, TEXAS 78752
 512.854.9796 | FAX 512.854.7727
 WWW.COBBFENDLEY.COM

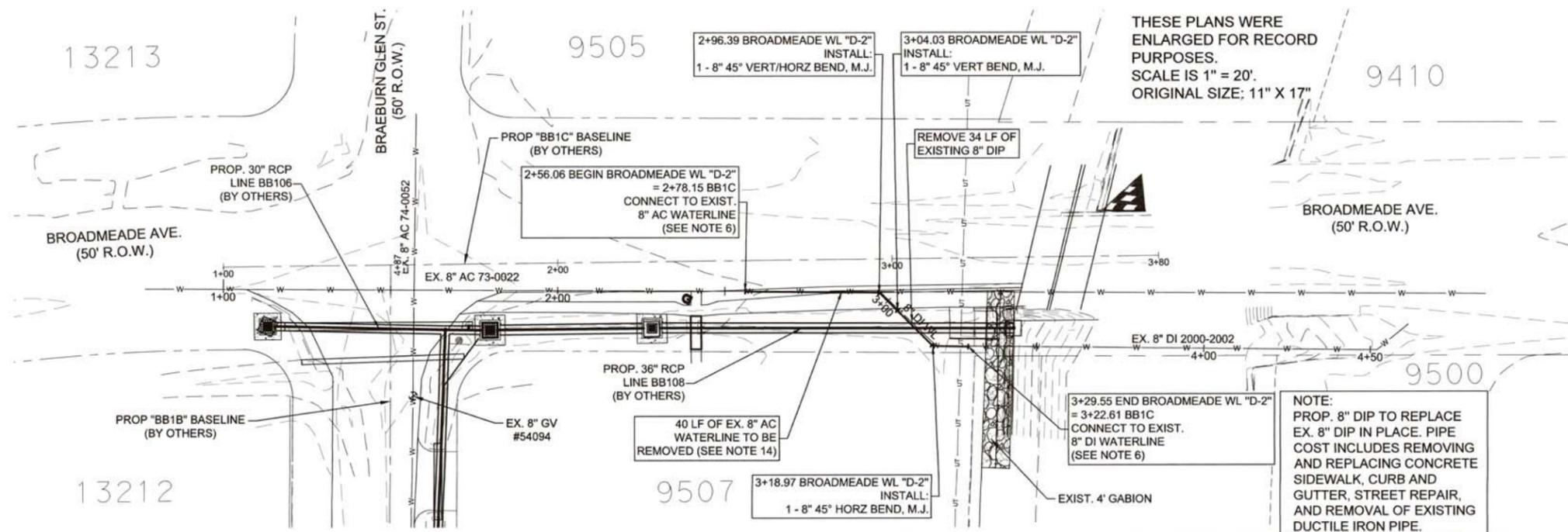
BRAEBURN_ZONE - OVERALL
 FOREST NORTH UTILITY RELOCATIONS
 AUSTIN, TX

WILLIAMSON COUNTY
1848

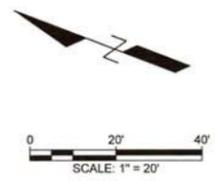
PROJ. NO. 1403-088-02-08
 DESIGN: GLITTLEFIELD
 DRAWN: GLITTLEFIELD
 CHECK: J.HASTINGS
 APPR: L.PARISHER
 DATE: MARCH 3, 2017

STATE OF TEXAS

 JAMES LANCE PARISHER
 106221
 LICENSED PROFESSIONAL ENGINEER
 MARCH 3, 2017



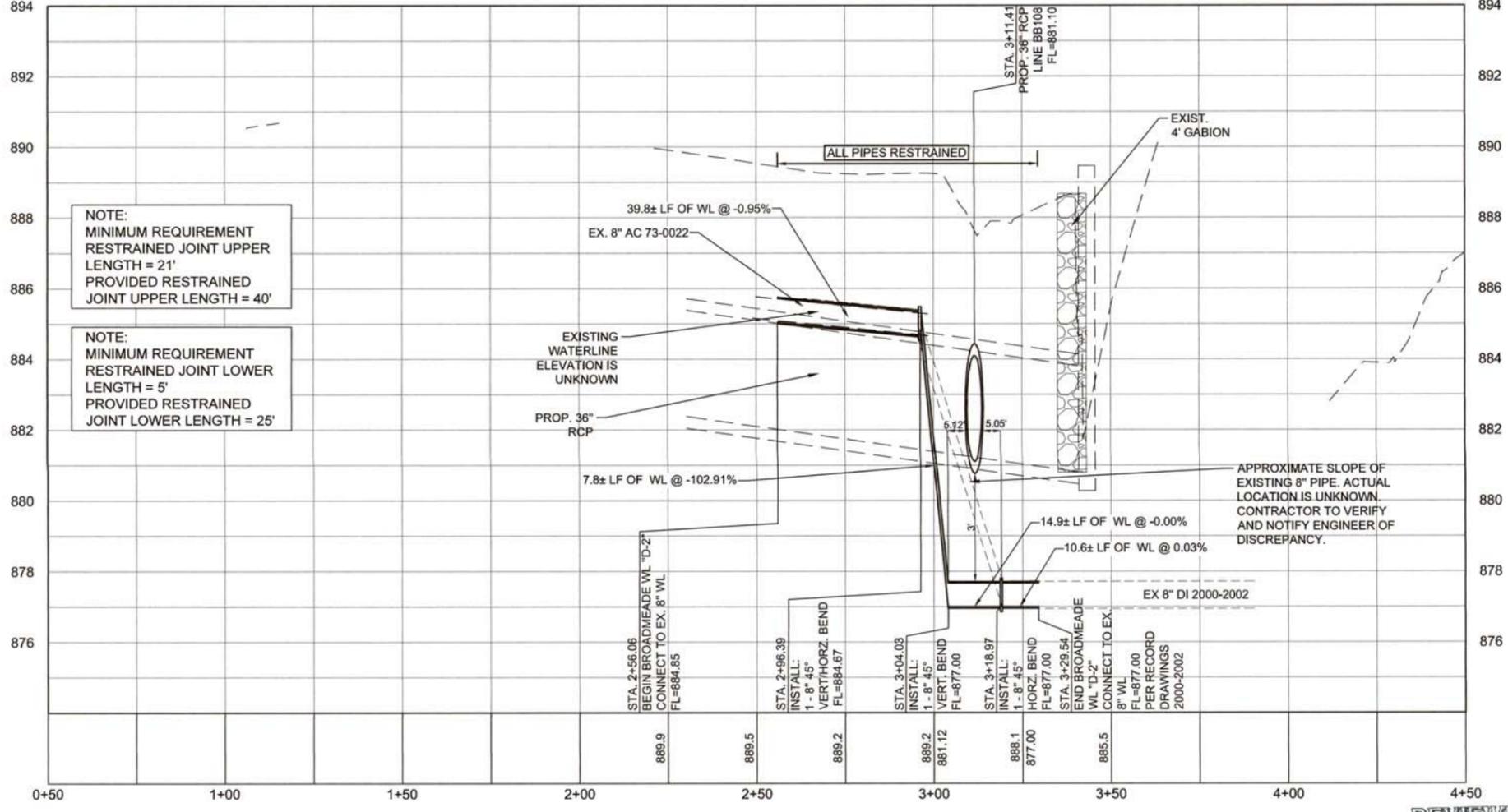
THESE PLANS WERE ENLARGED FOR RECORD PURPOSES. SCALE IS 1" = 20'. ORIGINAL SIZE: 11" X 17"



AWU GRID #G39-3
AWU INT #9876

GENERAL NOTES:

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REVIEWED
MAR 14 2017
Austin Water Utility

LEGEND:

- W WATER METER
- X WATER VALVE
- F FIRE HYDRANT
- WW WASTE WATER MANHOLE
- P POWER POLE
- W WATER LINE
- WW WASTE WATER LINE
- UT UNDERGROUND TELEPHONE
- OE OVERHEAD ELECTRIC

EXISTING GRADE FLOW LINE OF PIPE

1281.7
1258.79

PROFILE SCALE
1"=20' HORIZ.
1"=2' VERT.

REV. NO.	REVISION DESCRIPTION	DATE
1	ADDED SHEET	3/13/17

CobbFendley
 505 EAST HUNTLAND DRIVE, SUITE 100
 AUSTIN, TEXAS 78752
 512.834.9798 | FAX 512.834.7727
 WWW.COBBFENDLEY.COM

BROADMEADE AVE. "D-2"
- PLAN AND PROFILE
FOREST NORTH UTILITY RELOCATIONS
AUSTIN, TX

WILLIAMSON COUNTY
1845

PROJ. NO: 1403-086-02-08
 DESIGN: G. LITTLEFIELD
 DRAWN: G. LITTLEFIELD
 CHECK: J. HASTINGS
 APPR: L. PARISHNER
 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

26.

Meeting Date: 05/23/2017

participation in Regional Habitat Conservation Plan for SW Bypass Seg 1

Submitted For: Gary Boyd

Submitted By: Gary Boyd, Parks

Department: Parks

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on participation by Williamson County Road Bond Program under the county's habitat conservation plan for the project area for roadway construction related to SW Bypass Segment 1.

Background

Project is to construct a two-lane roadway (Short term) and a ultimately a multi-lane roadway (long term) from FM 2243 to IH 35 access road. This Participation covers Segment 1 comprising approximately 34.9 acres. The area is in the Edwards Limestone karst area and is being participated by the Williamson County Road Bond Program. Authorize County Judge or designee to sign Determination Letter and to execute Participation Agreement, when presented, for this project and to sign any related documents, as needed.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Determination Letter

Letter attachment - graphic of project area

Form Review

Inbox

County Judge Exec Asst.

Gary Boyd (Originator)

Form Started By: Gary Boyd

Final Approval Date: 05/18/2017

Reviewed By

Wendy Coco

Gary Boyd

Date

05/18/2017 10:12 AM

05/18/2017 10:34 AM

Started On: 05/18/2017 09:31 AM



Also by email to HNTB at
ceschberger@HNTB.com

Board of Directors
As of May 16, 2017

May 18, 2017

**Williamson County Road Bond Program
c/o Honorable Dan Gattis, County Judge
710 Main Street, Suite 101
Georgetown, TX 78626**

Pct. 3 Commissioner
Valerie Covey,
Board President
Williamson County, TX

Pct. 2 Commissioner
Cynthia Long
Board Vice-president
Williamson County, TX

Brent A. Baker
Studio/16:19
Round Rock, TX

John Hesser
Council Member
City of Georgetown, TX

Paul Barron
Cedar Park, TX

Doug Fell
Hutto, TX

Karen Wind
Cedar Park, TX

Secretary to the Board
Gary Boyd,
Director, WCCF

Re: Project is Southwest Bypass Segment 1, a parcel comprising 34.9 acres out of the 154.84 Dyches, L.J. Survey and being a part of Williamson Central Appraisal District Tract R554939, including immediate roadway plans to build a two-lane above grade with long term plans to include a multilane roadway covering all or much of the Segment 1 right-of-way; see attached project area graphic; WCCF file number 20170517.

Dear Judge Gattis:

The following determination of fees relates to the referenced project as a condition of participation under the Williamson County Regional Habitat Conservation Plan (RHCP). A review of the proposed project has been conducted in accordance with the RHCP and is based on supporting documents from the application Environmental Due Diligence Documentation. Accordingly, the Williamson County Conservation Foundation makes the following determination as to this application:

- 1. The enrollment fee for participation for the referenced project will be \$402,830.00. (Four Hundred Two Thousand Eight Hundred Thirty and No Hundredths Dollars). This fee is calculated using the acreage in the Edwards Limestone geological karst zone, which totals approximately 34.5 disturbance acres and full impact to one known species habitat feature (*Texella reyesi*). The calculation methodology is that described at page 5 of the application for this project. No known or recognized habitat for Golden Cheeked Warbler or Black Capped Vireo exists within the project area.**
- 2. Please notify this office as soon as possible – by email to wccf@wilco.org or by fax to 512-943-1931 – of agreement to these participation terms.**
- 3. A Participation Agreement based on the terms outlined in this Letter will be delivered to you for execution upon receipt of the participation fee. Please have the appropriate individuals sign where indicated.**
- 4. A portion of the Participation Agreement (“Memorandum of Participation”) is to be filed in the deed records of Williamson County. Please return a signed copy of the Participation Agreement to us. If you wish the WCCF to handle filing and to bill you for the associated fee, please indicate in the space at the bottom of this letter. Otherwise, please contact this office for filing instructions.**

Williamson County
Conservation Foundation
c/o Parks and Recreation
219 Perry Mayfield
Leander, TX 78641
512/943-1921

Subsequent to WCCF's receipt of the original recorded copy, this office will 1) provide a copy for your file, and, upon request, 2) prepare and mail a participation certificate. Although the certificate is not an official document, it may be posted at the project site as notification to interested parties of participation in the Williamson County RHCP.

Should you have any questions about this letter, please contact WCCF.

Sincerely,



Gary D. Boyd
Director, Environmental Programs
Williamson County Conservation Foundation

~~~~~  
Agreed as to both form and substance:

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

~~~~~  
Note:

If you wish the WCCF to handle document filing with the Williamson County Clerk and bill you for the filing fee, please initial and date here: _____



Service Layer Credits: Esri, HERE, DeLorme, MapmyIndia, © OpenStreetMap contributors
 Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

SWCA PN. 40159, Production: March 3, 2017, CAC.



- ▭ Project Area
- 10-FT Contour Line
- - - Drainage



Commissioners Court - Regular Session

27.

Meeting Date: 05/23/2017

Lexis Amd 2017

Submitted For: Dan Gattis

Submitted By: Hal Hawes, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Lexis Advance Upgrade Amendment between Williamson County and LexisNexis for the Williamson County Attorney's Office.

Background

LexisNexis is a legal research database and service provider. The County Attorney currently is under contract with LexisNexis. This amendment will amend such agreement and will enable all of the County Attorney's LexisNexis users to use a standalone version of Lexis Advance, which provides for advanced and upgraded features. There will not be any changes to the pricing or term for the County Attorney's LexisNexis account.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

[County Attorney Lexis Amendment](#)

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Hal Hawes

Final Approval Date: 05/15/2017

Reviewed By

Wendy Coco

Date

05/15/2017 01:36 PM

Started On: 05/15/2017 01:26 PM

"Subscriber" Name: Williamson County Attorneys Office	Lexis.com Account Number: 1097ZH
--	---

"LN": LexisNexis, a division of RELX Inc.

This Lexis Advance Upgrade Amendment (the "Amendment") is between LN and Subscriber and is intended to revise the LN business agreement (which may be referred to as a Subscription Agreement, Lexis Advance Subscription Agreement for Law Firms, Fixed Price Committed Period, etc. and which establishes a committed term for use of the Online Services in exchange for a fixed and/or discounted monthly commitment) (the "Agreement"), previously executed between the parties, as the same may have been previously amended.

1. Purpose of Amendment. This Amendment will serve as Subscriber's acknowledgment that its subscription will be upgraded from *lexis.com* to Lexis Advance within a commercially reasonable period after Subscriber's execution of this Amendment. As a result of this Amendment, Subscriber's access to *lexis.com* will be terminated as of **7/31/2017** (prior to this time, Subscriber will have access to the content in *lexis.com* described in the Agreement) and the Agreement will also be revised as stated below.

2. Lexis Advance Content, Term, and Charges. This Section 2 revises and restates the materials and features included in Subscriber's fixed rate plan, the charges applicable to Subscriber, and the Committed Term of the Agreement. Subscriber's access to materials outside of the fixed rate plan will be governed by the Agreement.

2.1 During the Term (as defined below), Subscriber will have access to the Lexis Advance Content & Features listed below. In addition, Subscriber will also be provided with access to the premium features Shepard's Graphical and Research Map at no additional charge during the Term.

Lexis Advance Content & Features		
Products	SKU Number	Number of User
National Primary Enhanced	1011511	
All Law Reviews	1010857	
News	1010610	
ALR/AMJUR Library	1011389	
TX Jurisprudence	1011496	
TX Transaction Guide: Legal Forms	1010483	
Dorsaneo, TX Litigation Guide	1010135	
TX Civil Practice Analytical	1011328	
TX Criminal Practice Guide	1010480	
Moore's Federal Practice - Civil	1010336	
Moore's Federal Practice - Criminal	1010337	
<input type="checkbox"/> See attached Rider No. 1 for additional Content & Features		

2.2 The Term of the Agreement will be for Committed Terms listed in the table below Section 2.3 (the "Term"). Upon the expiration of the Committed Term, the Agreement and Amendments will automatically terminate at the end of the Committed Term in absence of a renewing amendment.

2.3 During the Term, Subscriber will pay to LN each month the "Monthly Installment" amount listed below for access to and use of the Lexis Advance Content & Features listed in Section 2.1.

Committed Period	Monthly Installment
Activation - 7/31/2017	\$0.00
8/1/2017 - 9/30/2019	\$1,196.00

2.4 Subscriber acknowledges the pricing and content provided in this Amendment depend in part on the number of users listed for each product selected. Subscriber certifies that as of the date Subscriber signs this Amendment the number of attorneys receiving LN IDs (including attorney, judge or professional user or other support personnel) in Subscriber's office as Subscriber has specified below is true and accurate. Subscriber will be entitled to receive up to three (3) LN IDs for each number of users listed above for each product selected. Each LN ID must be issued for individual use by the attorney, judge or professional user or other support personnel. Subscriber will immediately notify LN in writing on each event of an increase in the Reference Number. At the reasonable request of LN, Subscriber will certify in writing the then-current Reference Number. If there is a change in the Reference Number, LN may, in its sole discretion, on at least 30 days prior written notice to Subscriber, increase or decrease the Monthly Installment by an amount that does not exceed, on a percentage basis, the change in the Reference Number.

Number of Government Professional Users:	
---	--

3. Miscellaneous

Except as expressly revised in this Amendment, all other terms and conditions of the Agreement will remain in full force and effect. If there are any conflicts or inconsistencies between this Amendment and the Agreement, this Amendment will control.

4. Closed Offer

The prices and other terms are subject to change to if Subscriber has not submitted a signed original or copy on or before

This Amendment does not bind either party until it has been accepted by both parties. Subscriber may accept this Amendment by signing below. LN will accept this Amendment by providing Subscriber with access to Lexis Advance.

AGREED TO AND ACCEPTED BY:

Subscriber: Williamson County Attorneys Office
[MUST BE COMPLETED BY SUBSCRIBER]
<p>Authorized Subscriber Signature: _____</p> <p>Printed Name: _____</p> <p>Job Title: _____</p> <p>Date: _____</p>

CUSTOMER INFORMATION (Please type or print):

Organization Name: (Full Legal Name)	Williamson County Attorneys Office	
Billing Frequency:	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Annually
Physical Address		Invoice Address
Street Address:	405 Martin Luthker King St STE 7	
City:	Georgetown	
State:	TX	
Zip:	78626	
County:	Williamson	
Telephone:	512-943-1111	
Fax:		
Parent Company: (if applicable)		

Type of Organization:

Legislative Judicial Executive

Professional User: _____

Practicing Area of Law: _____

Support Staff: _____

Employer Identification Number: _____

Bar No: _____

Issuing State: **TX**

Date Issued/Expiration Date: _____

Organization Web Address: _____

Tax Exempt: Yes (attach Sales Tax Exemption Certificate)

MSA: Yes No

No

Tax ID No: _____

State Contract No:
(If applicable)

PO No:
(If applicable)

Contacts:

	Name	Telephone	Email
Installation:	Stephanie Lloyd	512-943-1111	slloyd@wilco.org
Billing:	Stephanie Lloyd	512-943-1111	slloyd@wilco.org
Policy/Legal Notification:	Stephanie Lloyd	512-943-1111	slloyd@wilco.org
Scheduling/Training:	Stephanie Lloyd	512-943-1111	slloyd@wilco.org
	Name	Telephone	
Super Admin:	Stephanie Lloyd	512-943-1111	
	Email	IP Address	
	slloyd@wilco.org		

CUSTOMER ID INFORMATION (Please type or print)

ID HOLDERS' NAMES (additional sheet attached <input type="checkbox"/>)	ID HOLDERS' TITLES/POSITIONS	ID HOLDERS' EMAIL ADDRESSES	LOCATION/ADDRESS

Commissioners Court - Regular Session

28.

Meeting Date: 05/23/2017

Advertisement Approval IFB 1705-164 Juvenile Justice Center Parking Lot Fog 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 authorizing Purchasing Agent to advertise and receive sealed bids for Juvenile Justice Center Parking Lot Fog Seal under IFB # 1705-164.

Background

Williamson County is seeking qualified companies to provide materials, experienced fog seal (Polymer-Modified Emulsified Asphalt Surface Treatment) and striping crews and equipment to resurface the Williamson County Juvenile Justice Center parking lot as detailed in the attached plans. Substantial Completion Twenty (20) Working Days. Final Completion Twenty-Five (25) Working Days. Estimated amount \$178,391.00.

Fiscal Impact

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

Attachments

Bid Packet

Form Review

Inbox

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Thomas Skiles
Final Approval Date: 05/17/2017

Reviewed By

Kerstin Hancock
Wendy Coco

Date

05/17/2017 09:46 AM
05/17/2017 10:36 AM
Started On: 05/17/2017 08:35 AM

Solicitation 1705-164

Juvenile Justice Center Parking Lot Fog Seal

Bid Designation: Public



Williamson County, Texas

Bid 1705-164

Juvenile Justice Center Parking Lot Fog Seal

Bid Number 1705-164
 Bid Title Juvenile Justice Center Parking Lot Fog Seal
 Expected Expenditure **\$178,391.00** (This price is expected - not guaranteed)

Bid Start Date In Held
 Bid End Date Jun 20, 2017 3:00:00 PM CDT
 Question & Answer End Date Jun 16, 2017 5:00:00 PM CDT

Bid Contact Blake Skiles
 Purchasing Specialist III
 512-943-1478
 blake.skiles@wilco.org

Contract Duration 25 days
 Contract Renewal Not Applicable
 Prices Good for 365 days
 Pre-Bid Conference Jun 7, 2017 10:00:00 AM CDT
Attendance is mandatory
 Location: 3151 S.E. Inner Loop
 Georgetown, TX 78626

Bid Comments **Williamson County is seeking qualified companies to provide materials, experienced fog seal (Polymer-Modified Emulsified Asphalt Surface Treatment) and striping crews and equipment to resurface the Williamson County Juvenile Justice Center parking lot as detailed in the attached plans. Substantial Completion Twenty (20) Working Days Final Completion Twenty-Five (25) Working Days**

Item Response Form

Item 1705-164--01-01 - Please Attach All Documents To This Line

Quantity 1 each

Prices are not requested for this item.

Delivery Location **Williamson County, Texas**

No Location Specified

Qty 1

Description

Please Attach All Documents To This Line



PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION

WILLIAMSON COUNTY PURCHASING DEPARTMENT SOLICITATION 1705-164

Juvenile Justice Center Parking Lot Fog Seal

**BIDS MUST BE RECEIVED ON OR BEFORE:
Jun 20, 2017 3:00:00 PM CDT**

**BIDS WILL BE PUBLICLY OPENED:
Jun 20, 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.



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 PREVAILING WAGE RATES

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

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

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

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

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

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

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

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

If an arbitrator determines that a violation has occurred, the arbitrator shall assess and award against the contractor or subcontractor the amount of penalty as provided above and the amount owed the worker. The County may use any amounts retained hereunder to pay the worker the amount as designated in the arbitration award. If the County has not retained enough from the contractor or subcontractor to pay the worker in accordance with the arbitration award, the worker has a right of action against the contractor and subcontractor as appropriate, and the surety of either to receive the amount owed, attorneys' fees and court costs. The contractor shall promptly furnish a copy of the arbitration award to the County.

Money retained pursuant to the provisions above shall be used to pay the claimant or claimants the difference between the amount the worker received in wages for labor on the project at the rate paid by the contractor or subcontractor and the amount the worker would have received at the general prevailing wage rate as provided by the agreement of the claimant and the contractor or subcontractor affected, or in the arbitrator's award. The full statutory penalty of sixty dollars (\$60.00) per calendar day of violation per worker shall be retained by Williamson County to offset its administrative costs, pursuant to Texas Government Code, Section, 2258.023. Any retained funds in excess of these amounts shall be paid to the contractor on the earlier of the next progress payment or final payment. Provided, however, that the County shall have no duty to release any funds to either the claimant or the contractor until it has received the notices of agreement or the arbitration award as provided under the provision herein-above.

4.46 CONFIDENTIALITY

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



Additional Stipulations

1 Additional Stipulations

1.1 Introduction

The Bid evaluation and selection process is detailed in this section, as are other factors, and the format in which the Price Bid of each Bid should be submitted.

1.2 Contract Administrator

J. Terron Evertson, P.E. (or successor), County Engineer, Williamson County 3151 South East Inner Loop, Suite B, Georgetown, Texas shall serve as the County's Technical Contact with designated responsibility to ensure compliance with the requirements of the Contract and any Ensuing Agreement, such as, but not limited to, acceptance, inspection and delivery. The Technical Contact together with the Purchasing Department will serve as a liaison between the Williamson County Commissioners Court and the Successful Bidder.

1.3 Time for Performance

A time frame of twenty-five (25) days (twenty (20) to substantial completion / twenty-five (25) to final completion) is given for completion of plans on this bid. This may begin at the time specified by the County within the three hundred sixty-five (365) days of the pricing quoted on this bid, starting on the day of award. The Contractor will be given written notice to begin work on this project. The Work on this project shall begin within five (5) calendar days after such notification.

Liquidated damages for failure to substantially complete the work within the allotted time will be applied. Liquidated damages are \$200 per working day.

The Contractor will be given written notice to begin work on this project. Work on this project shall begin within five (5) working days after such notification. Failure to begin work within the allotted time will result in liquidated damages being incurred at the rate of \$200.00 per working day.

Additional Stipulations - Bid

1.4 Performance and Payment Bonds

To the extent, this IFB is for the procurement of a public work contract, and the following shall apply:

Texas Local Government Code, Chapter 262.032, governs the requirements for performance bonds for government entities making public work contracts. A performance bond is required if the contract is in excess of \$50,000 and is to be made for the full amount of the contract.

Texas Government Code, Chapter 2253.021, governs the requirements for payment bonds for government entities making public work contracts. A payment bond is required if the contract is in excess of \$25,000 and is to be made for the full amount of the contract.

The bonds are to be executed and delivered to the County **prior to issuing Notice to Proceed**. The bonds must be executed by a corporate surety or sureties in accordance with the Texas Insurance Code. For unit price contracts, the total contract price shall be estimated and calculated by multiplying the estimated quantities to the Bidder's unit bid price.

If the public works contract is less than \$50,000, the performance bond will not be required as long as the contract provides that payment is not due until the work is completed and accepted by the County.

1.5 Bidder's Bonds

All Bids requiring a Bid Bond shall be accompanied by a certified cashier's check upon a National or State bank in an amount not less than five (5) percent of the total maximum bid price, payable without recourse to the County, or a bid bond in the same amount from a reliable surety company, as a guarantee that the Bidder will enter into a contract and **execute and deliver to the County performance and payment bonds prior to being recommended for award of the Contract. Bid guarantees must be submitted in the same sealed envelope with the Bid.** Bids submitted without check or bid bonds will not be considered. For unit price contracts, the total maximum bid price shall be estimated and calculated by multiplying the estimated quantities to the unit bid price.

1.6 Warranty Bonds

When a Warranty Bond is required it shall be submitted by the Successful Bidder prior to issuing Notice to Proceed, and shall be in the amount of twenty (20) percent of the total project construction cost. This Warranty Bond shall be security for the true and faithful performance of all warranties for one (1) year from the date of final payment. For unit price contracts, the total project construction cost shall be estimated and calculated by multiplying the estimated quantities to the bidder's unit bid price.

Additional Stipulations - Bid

1.7 Insurance Requirements

By signing its Bid, the Bidder agrees to maintain at all times during any term of the Contract and any ensuing Agreement at Bidder's cost, insurance in accordance with this provision.

Bidder will be required to submit Certificates of Insurance **prior to contract award and any renewals.**

All certificates of insurance coverage as specified below must be provided to the following location:

Williamson County Purchasing Department
901 S Austin Ave
Georgetown, Texas 78626

Failure to comply with these Insurance Requirements may result in the termination of the Contract and any ensuing Agreement(s) between the Successful Bidder and County.

The following coverage limits shall be required at a minimum:

A. Worker's Compensation Statutory – Texas Law

B. Employer's Liability:

Bodily Injury by Accident	\$500,000 Ea. Accident
Bodily Injury by Disease	\$500,000 Ea. Employee
Bodily Injury by Disease	\$500,000 Policy Limit

C. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability	\$1,000,000	\$1,000,000
Aggregate policy limits:	\$1,000,000	

Successful Bidder's property will not be covered by any insurance that may be carried by the County. Successful Bidder assumes the risk of loss on its contents and property that are situated on/in/around the County property. The Successful Bidder is strongly encouraged to obtain insurance on its property to the extent deemed necessary by the Successful Bidder.

The deductible for an insurance policy required hereunder shall not exceed \$100,000. **The County shall be named as an additional insured under any policy of insurance required hereunder.**

Successful Bidder shall not commence any work until it has obtained all required insurance and such insurance has been approved by County. Successful Bidder shall not allow any subcontractor(s) to commence work to be performed until all required insurance has been obtained by such subcontractor(s) and approved by County. Approval of the insurance by County shall not relieve or decrease the liability of Successful Bidder or its subcontractor(s) hereunder.

Additional Stipulations - Bid

The required insurance must be written by a company approved to do business in the State of Texas with a financial standing of at least an A- rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued. Successful Bidder shall furnish County with a certificate of coverage issued by the insurer. Successful Bidder shall not cause any insurance to be canceled nor permit any insurance to lapse. ALL INSURANCE CERTIFICATES SHALL INCLUDE A CLAUSE TO THE EFFECT THAT THE POLICY SHALL NOT BE CANCELED OR REDUCED, RESTRICTED OR LIMITED UNTIL TEN (10) CALENDAR DAYS AFTER COUNTY HAS RECEIVED WRITTEN NOTICE AS EVIDENCED BY RETURN RECEIPT OF REGISTERED OR CERTIFIED LETTER.

It is the intention of the County, and agreed to and hereby acknowledged by the Successful Bidder, that no provision of this Contract or any ensuing Agreement shall be construed to require the County to submit to mandatory arbitration or mediation in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required hereunder which absolutely requires arbitration or mediation of such claim, or as otherwise required by law or a court of law with jurisdiction over the provisions of this Contract or any ensuing Agreement.

Workers' Compensation Coverage Requirements

The Texas Labor Code, Section 406.096, requires workers' compensation insurance coverage for all persons providing services on a building or construction project for a governmental entity such as the County. The rule requires the County to timely obtain certificates of coverage and retain them for the duration of the project. The rule also sets out the language to be included in the Bid specifications and in contracts awarded by a governmental entity and the information required to be in the posted notice to employees. The rule is adopted under the Texas Labor Code, Section 402.061.

The information provided below is a result of this rule. By submitting your Bid to the County, you are acknowledging that this rule is a part of these Bid specifications, and that you will observe and abide by all of the requirements outlined in the rule. You are further agreeing that should your Bid be accepted by the Williamson County Commissioners Court, the necessary certificates of coverage showing workers' compensation coverage, will be provided to the following name and address prior to beginning work:

Williamson County Purchasing Department
901 S. Austin Ave.
Georgetown, TX 78626

Failure to comply with this request may result in termination of the Contract and any ensuing Agreement. If you have any questions related to this ruling and/or requirement, you are encouraged to contact either the Williamson County Purchasing Department at (512) 943-1546, or you may call the Texas Workers' Compensation Commission at (800) 372-7713.

- A. The following words and terms, when used in this provision, shall have the following meanings. Terms not defined in this rule shall have the meaning defined in the Texas Labor Code, if so defined.

Additional Stipulations - Bid

1. Certificate of coverage (certificate) – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a workers' compensation coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees (including those subject to a coverage agreement) providing services on a project, for the duration of the project.
 2. Building or Construction – Has the meaning defined in the Texas Labor Code, Section 406.096(e)(1).
 3. Contractor – A person bidding for or awarded a building or construction project by Williamson County.
 4. Coverage – Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, Section 401.011(44).
 5. Coverage agreement – A written agreement on form TWCC-81, form TWCC-82, form TWCC-83, or form TWCC-84, filed with the Texas Workers' Compensation Commission which establishes a relationship between the parties for purposes of the Texas Workers' Compensation Act, pursuant to the Texas Labor Code, Chapter 406, Subchapters F and G, as one of employer/employee and establishes who will be responsible for providing workers' compensation coverage for persons providing services on the project.
 6. Duration of the project--Includes the time from the beginning of work on the project until the work on the project has been completed and accepted by the County.
 7. Persons providing services on the project ("subcontractor" in the Texas Labor Code, Section 406.096) – includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.
 8. Project – Includes the provision of all services related to a building or construction contract for the County.
- B. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of the Texas Labor Code, Section 401.011(44), for all employees of the contractor providing services on the project, for the duration of the project.
- C. The Contractor must provide a certificate of workers compensation coverage to Williamson County prior to being awarded the Contract.

Additional Stipulations - Bid

- D. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with Williamson County showing that coverage has been extended.
- E. The contractor shall obtain from each person providing services on a project, and provide to the County:
 - 1. A certificate of coverage, prior to that person beginning work on the project, so Williamson County will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - 2. No later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- F. The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
- G. The contractor shall notify the County in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- H. The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- I. The contractor shall contractually require each person with whom it contracts to provide services on a project, to:
 - 1. Provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44), for all of its employees providing services on the project, for the duration of the project;
 - 2. Provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
 - 3. Provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

Additional Stipulations - Bid

4. Obtain from each other person with whom it contracts, and provide to the contractor:
 - i. (a) a certificate of coverage, prior to the other person beginning work on the project; and
 - ii. (b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 5. Retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
 6. Notify the County in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 7. Contractually require each person with whom it contracts, to perform as required by paragraphs 1 – 7, with the certificates of coverage to be provided to the person for whom they are providing services
- J. By signing this Contract or providing or causing to be provided a certificate of coverage, the contractor is representing to Williamson County that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- K. The contractor's failure to comply with any of these provisions is a breach of Contract by the contractor which entitles the County to declare the contract void if the contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the County.

GENERAL NOTES AND TECHNICAL SPECIFICATIONS

Definition of Terms

Fog Seal Season: October 1 through June 30.

County: Williamson County acting through the Road and Bridge Division.

Contractor: Successful bidder of the IFB.

Engineer: Williamson County Engineer, or designee.

Inspector: Engineer, or designee, supplied full time or part time to the contractor's crew for the oversight of the work.

Specifications: Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges 2014.

TxDOT: Texas Department of Transportation

Working Day: Monday through Friday (excluding County approved holidays), if weather permits the performance of the contract (as determined by the Foreman) for a continuous period of at least 8 hrs. (excluding lunch) between 7:00 A.M. and 7:00 P.M. (night work is permitted). Time begins with crews on site with equipment and ready for operation. Work schedule must be coordinated and approved by Department of Infrastructure, Facility Division, 24 hours before work. Facility Division designated contact:

Gary Wilson
512-943-1636

General Notes

Unless set forth otherwise, all Work performed shall comply with requirements which pertain to the various items of Work included as *Standard Specification for Construction of Highways, Streets and Bridges* of the Texas Department of Transportation, adopted November 1, 2014, which is incorporated herein by reference for all purposes. In the event that any specification set out herein conflicts with the said TxDOT specifications, the specification set out herein shall control and govern.

The Contractor will be given written Notice to Proceed on this project. This fog seal project shall begin within five (5) working days after such notification and shall continue for twenty-five (25) working days.

Contractor shall not work after the ending of fog seal season (June 30), except with the approval of the Engineer.

Once work begins, Contractor shall continuously execute the work until completion, unless otherwise directed by Engineer.

Weekend and holiday work is allowed with prior approval by Engineer.

All accepted sealing will be measured by the gallon of polymer-modified emulsified asphalt surface treatment. A total application rate of all coats shall achieve an average coverage rate of 0.60 gallons per square yard to be done in two mechanically applied via spreader box coats and one spray coat.

All accepted striping will be measured by the linear-foot, accessible parking symbol by each of reflectorized pavement markings.

County will pay to the Contractor, for the satisfactory performance of the work, a specified unit price per gallon of polymer-modified emulsified asphalt surface treatment, per linear-foot of striping and per each of accessible parking symbol. This price shall be full compensation for furnishing all labor, equipment, time, materials and incidentals necessary to complete the Work. Surface preparation and cleaning shall be considered a part of the work and will not be measured or paid in addition to the above stated unit price.

If there is a manufacturer/authorized dealer certification requirement for applying a proposed product, the Contractor must be approved by the manufacturer/authorized dealer as a certified applicator.

Perform work during appropriate weather conditions, unless otherwise directed. If work is performed at the Contractor's option, during, or prior to, inclement weather conditions and the work is damaged, the Contractor is responsible for all costs associated with replacing the work.

Contractor shall cover up an entire vehicle where vehicles are parked within 30 feet of the fog seal operation.

Contractor is responsible for cleaning up any overspray fog seal material to parking bumpers, curb/gutter or driveway.

All construction equipment involved in roadway work shall be equipped with a permanently mounted 360 degree revolving or strobe warning light with amber lens. This light shall have a minimum lens height of 5 inches and a diameter of 5 inches.

This light shall have a mounting height of not less than 6 feet above the roadway surface and shall be visible from all sides. This equipment shall also have attached at each side of the rear end of the vehicle an approved orange warning flag mounted not less than 6 feet above the roadway surface.

No maintenance of Contractor's equipment and vehicles shall be allowed on-site, except at designated sites as approved by the Inspector.

Care shall be exercised to prevent damage to all property in and around the construction zone. The Contractor shall be liable for the repair and restoration of any property damaged as a result of the contractor's prosecution of the work.

This shall include, but is not limited to, re-vegetation of all areas damaged or destroyed by construction. Contractor will be held liable and responsible for such areas until growth is reestablished to the satisfaction of the County.

Ornamental landscape plantings of trees, shrubs and grasses that are damaged or destroyed during construction shall be replaced with plant material of comparable size and quality approved by the County.

The Contractor may be required to trim and remove brush and trees in order to construct the project or to provide a vertical clearance of at least 12 feet. For this operation, the method shall be approved by the Inspector.

Testing may be performed at the request of the County anytime during the length of the contract through an independent testing laboratory. Testing may be requested by the County on any and/or all items on this contract. If the results determine the item did not meet specifications, then the cost of the testing will be borne by the Contractor. If the results of the test determine that the item did meet specifications, the cost of the testing will be borne by the County.

An English-speaking Superintendent shall be available on the project at all times when work is being performed. The Contractor shall provide the Inspector with contact information for the Superintendent.

ITEM 502 - BARRICADES, SIGNS, AND TRAFFIC HANDLING

This item will not be paid for directly but shall be considered subsidiary to various bid items.

Contractor shall provide all traffic control measures to prosecute the work.

The parking lot entrance(s) shall have cones or TY III barricades placed to indicate the parking lot is closed for sealing work.

Traffic control suitable methods shall be used by the Contractor to protect the fog seal from all types of vehicular traffic without damage. Opening to traffic does not constitute acceptance of the Work. The Engineer shall be notified of the methods to be used.

In areas which are subject to an increased rate of sharp turning vehicles, additional time may be required for a more complete cure of the fog seal mat to prevent damage. Slight tire marks may be evident in these areas after opening but will diminish over time with rolling traffic. If these areas are not severely rutted, they should be considered as normal characteristics of a fog seal and should be accepted.

The Contractor will be required to maintain a minimum of one lane open to traffic during Williamson County Facility operating hours, on all facility roadways, except with written approval by the Inspector. Two lane roadways shall use single lane traffic control, which will require the use of flagmen as per TxDOT Standard Drawing TCP (1-2)-12. This shall not be paid for directly, but shall be considered subsidiary to the pertinent Items.

Flaggers must comply with all requirements outlined in TxDOT Specification Item 502.2B.

Limiting access to all side streets and parking lot driveways shall be minimized to the extent possible.

The Contractor's crew leader shall be a competent person who will be responsible and available on the project site or in the immediate area to ensure compliance with the TCP.

ITEM 666 – REFLECTORIZED PAVEMENT MARKINGS

The Contractor shall use 6 inches "Traffic Red" color stripe Type II reflectorized pavement markings with 4 inches "Traffic White" color letters "NO PARKING - FIRE LANE" on top stripe at a 25 feet spacing for fire lane striping.

The County may or may not apply Type II reflectorized pavement markings prior to the Type I reflectorized pavement marking to be applied by contractor.

GOVERNING SPECIFICATIONS (STANDARD SPECIFICATIONS, SPECIAL PROVISIONS, AND SPECIAL SPECIFICATIONS)

WHERE DISCREPENCIES OCCUR BETWEEN THE VARIOUS GOVERNING SPECIFICATIONS, THE SPECIAL PROVISIONS SHALL GOVERN OVER BOTH STANDARD SPECIFICATIONS AND SPECIAL SPECIFICATIONS.

ALL SPECIFICATIONS AND SPECIAL PROVISIONS APPLICABLE TO THIS PROJECT ARE IDENTIFIED AS FOLLOWS:

STANDARD SPECIFICATIONS: ADOPTED BY THE TEXAS DEPARTMENT OF TRANSPORTATION NOVEMBER 1, 2014.
STANDARD SPECIFICATIONS ARE INCORPORATED INTO THE CONTRACT BY REFERENCE.

ITEMS 1 – 9 ARE SUPERSEDED BY THE CONTRACT GENERAL AND SPECIAL CONDITIONS, WHERE APPLICABLE. WHEREVER, IN THE TXDOT STANDARD SPECIFICATIONS, REFERENCE IS MADE TO THE STATE OF TEXAS, THE DEPARTMENT AND ITS REPRESENTATIVES, SUCH REFERENCE SHALL BE TAKEN TO MEAN WILLIAMSON COUNTY AND ITS REPRESENTATIVES.

ITEM 500 MOBILIZATION

ITEM 502 BARRICADES, SIGNS, AND TRAFFIC HANDLING
ITEM 666 REFLECTORIZED PAVEMENT MARKINGS

SPECIAL SPECIFICATIONS: THE CONTENTS OF THE SPECIAL SPECIFICATIONS
ARE INCLUDED ON THE FOLLOWING PAGES.

SPECIAL SPECIFICATION ITEM XXXX POLYMER-MODIFIED EMULSIFIED
ASPHALT SURFACE TREATMENT

**SPECIAL SPECIFICATION ITEM XXXX
POLYMER-MODIFIED EMULSIFIED ASPHALT SURFACE TREATMENT**

XXXX.1 Description. This item shall govern for a multi-coat surface treatment for secondary roads, county roads, residential streets, or parking lots composed of a mixture of (1) an approved polymer modified, fiber reinforced asphalt emulsion (2) mineral aggregate (3) water and (4) specified additives, proportioned, mixed, and uniformly spread over a properly prepared surface in accordance with the details shown on the plans and contract documents, the requirements of this Item, or as established by the Engineer.

The surface treatment is different than traditional microsurfacing, slurry seal, sealcoat, chipseal, or fog seal in that it must be both (1) mechanically-applied via spreader box and (2) spray-applied via a spray bar or wand. The completed surface treatment shall leave a homogeneous mat of consistent high quality and uniform appearance, adhere firmly to the prepared surface, have a friction resistant surface texture, and not fade in color but remain a rich black color throughout its service life.

XXXX.2 Materials. Use a high solids polymer-modified, fiber reinforced clay stabilized asphalt emulsion fortified with special surfactants to promote superior adhesion and durability. The surface treatment is job mixed with select aggregate to produce a superior skid-resistant wearing surface.

A. Emulsified Asphalt Sealer. The polymer-modified emulsified asphalt sealer shall be a professional grade formulation such as:

1. **SealMaster Liquid Road Bituminous Surface Treatment.**
2. **Engineer Approved Equal.**

B. Aggregate. The aggregate shall be washed dry silica sand free of dust, trash, clay, organic materials or other deleterious substances. The aggregate shall meet the gradation limits of nominal sieve openings of 0.0331" (No. 20 Sieve) to 0.0234" (No. 30 Sieve).

C. Additive. As specified by the asphalt emulsion manufacturer.

D. Water. Water for mixing shall be potable, free of harmful soluble salts, and between 50°F (10° C) to 70°F (21° C).

E. Technical Data. ASTM Test Methods:

1. **D-140 Sampling of Bituminous Materials**
2. **D-466 Methods of Testing Film Deposits from Bituminous Emulsions**
3. **B-117 Salt Spray (FOG) Testing**
4. **D-529 Recommended Practice for Accelerated Weathering Test of Bituminous Materials**
5. **D-2939 Bituminous-Base Emulsions for use as Protective Coatings**

TEST	SPECIFICATIONS
Material	Material shall be homogenous and show no separation or coagulation that cannot be overcome by moderate stirring
Chem. & Physical Analysis	
– Non Volatiles %	41-46%
– Ash Non Volatiles %	35-55%
– Specific Gravity 25°C	1.25 Minimum
Drying Time	8 Hr. Max

F. Other Test Specifications.

1. **Adhesion & Resistance to water : No Penetration or Loss of Adhesion**
2. **Resistance to Heat: No Blistering or Sagging**
3. **Flexibility: No Cracking or Flaking**
4. **Resistance to Impact: No Chipping, Flaking or Cracking**

G. Job Mix Formula. The contractor shall submit the recommended formulation of water, emulsion, aggregate and application rate proposed for use to a testing laboratory together with sufficient materials to verify the formulation at least 14 days prior to the start of operations. The mix design shall be within the range shown in Table 1. No material shall be produced for payment until a job mix formula has been approved by the Engineer.

The job mix formula for each mixture shall be in effect until modified in writing by the Engineer.

**TABLE 1.
COMPOSITION OF MIXTURE PER 100 GAL OF ASPHALT EMULSION**

Application (Method)	Asphalt Emulsion	Water	Additive	Aggregate	Application Rate of Mixture Per Square Yard	
	Gallons	Gallons	Gallons	LBS	Minimum Gallons	Maximum Gallons
1st Coat (Spreader Box)	100	4-5	N/A	400	0.22 GAL/SY	0.27 GAL/SY
2nd Coat (Spreader Box)	100	4-5	N/A	400	0.22 GAL/SY	0.27 GAL/SY
3rd Coat (Spray Applied)	100	10-15	N/A	400	0.10 GAL/SY	0.14 GAL/SY

XXXX.3 Equipment. The Contractor shall furnish all equipment, tools, and machinery necessary for the performance of the work.

A self-propelled distributor truck equipped with a tank with a full-sweep agitator shall be provided that is capable of applying the surface treatment in two methods: (1) mechanically-applied via spreader box and (2) spray-applied via a spray bar or wand.

- A. Distributors.** Distributors or spray units used for the spray application of the surface treatment shall be capable of uniformly applying 0.10 to 0.30 gallons per square yard of material over the required width of application. Distributors shall be equipped with removable manhole covers, tachometers, pressure gauges, and volume-measuring devices. The mix tank shall have a mechanically powered, full-sweep, mixer with sufficient power to move and homogeneously mix the entire contents of the tank.
- B. Spreading Equipment.** Spreading equipment shall be a mechanical-type squeegee drag box attached to the distributor, equipped with flexible material in contact with the surface to prevent loss of material from the spreader box. It shall be maintained to prevent loss of material on varying grades and adjusted to assure uniform spread. The spreader box shall have an adjustable width and final finishing brushes to ensure smooth texture.
- C. Hand Squeegee or Brush Application.** The use of hand spreading application shall be restricted to places not accessible to the mechanized equipment or to accommodate neat trim work at curbs, etc. Material that is applied by hand shall meet the same standards as that applied by machine.

XXXX.4 Construction.

- A. General.** Cure new asphalt pavement surfaces so that there is no concentration of oils on the surface.

When an excessive quantity of surface treatment is applied, furnish and uniformly distribute clean, fine sand on the surface to blot the excess. Maintain ingress and egress as directed, by the Engineer, applying sand to freshly sealed areas.

- B. Adverse Weather Conditions.** The surface treatment shall not be applied when the surface is wet or when the humidity or impending weather conditions will not allow proper curing. The surface treatment shall be applied only when the atmospheric or pavement temperature is 60°F (10°C) and rising and is expected to remain above 60°F (10°C) for 24 hours, during and after application. During application, the air temperature should exceed the dew point by a minimum of 6 degrees to facilitate drying. Measure the air temperature in the shade away from artificial heat. The Engineer will determine when weather conditions are suitable for application.
- C. Surface Preparation.** Remove or protect existing raised pavement markers. Repair any damage incurred by removal as directed. Remove dirt, dust, or other harmful material; blow dry damp areas; mask off manhole cover and water valve cover before sealing. This will be considered subsidiary to this Item.
- D. Mixing.** Blend the asphalt emulsion mixture in the equipment described in XXXX.3 using the ingredients described in Section XXXX.2.G, Table 1. The mixing must produce a smooth homogeneous mixture of uniform consistency. Continue to agitate the seal coating mixture in

the mixing tank at all times prior to and during application so that a consistent mix is available for application.

Small additional increments of water may be needed to provide a workable consistency, but in no case is the water content to exceed the specified amount.

E. Application.

- 1. General.** The aggregate filled surface treatment shall be applied at a uniform rate. Use sufficient pressure to flare the nozzles fully.

A total application rate of all coats shall achieve an average coverage rate of 0.60 gallons per square yard to be done in two squeegee coats and one spray coat to mask marks and improve aesthetics.

Apply the first and second coats uniformly at the approved rate described in Section XXXX.2.G, Table 1. These coats shall be applied mechanically via spreader box described in XXXX.3.

Apply the third coat uniformly at the approved rate described in Section XXXX.2.G, Table 1. This coat shall be spray applied via spray bar or wand described in XXXX.3.

Each coat shall be allowed to dry and cure initially before applying any subsequent coats. The initial drying shall allow evaporation of water of the applied mixture, resulting in the coating being able to sustain light foot traffic. The initial curing shall enable the mixture to withstand vehicle traffic without damage to the seal coat.

The finished surface shall present a uniform texture. The final coat shall be allowed to dry a minimum of 2 hours in dry daylight conditions before opening to traffic, and initially cure enough to support vehicular traffic without damage to the seal coat.

Where striping is required, the striping paint utilized shall be compatible with the asphalt emulsion and as recommended by the asphalt emulsion manufacturer.

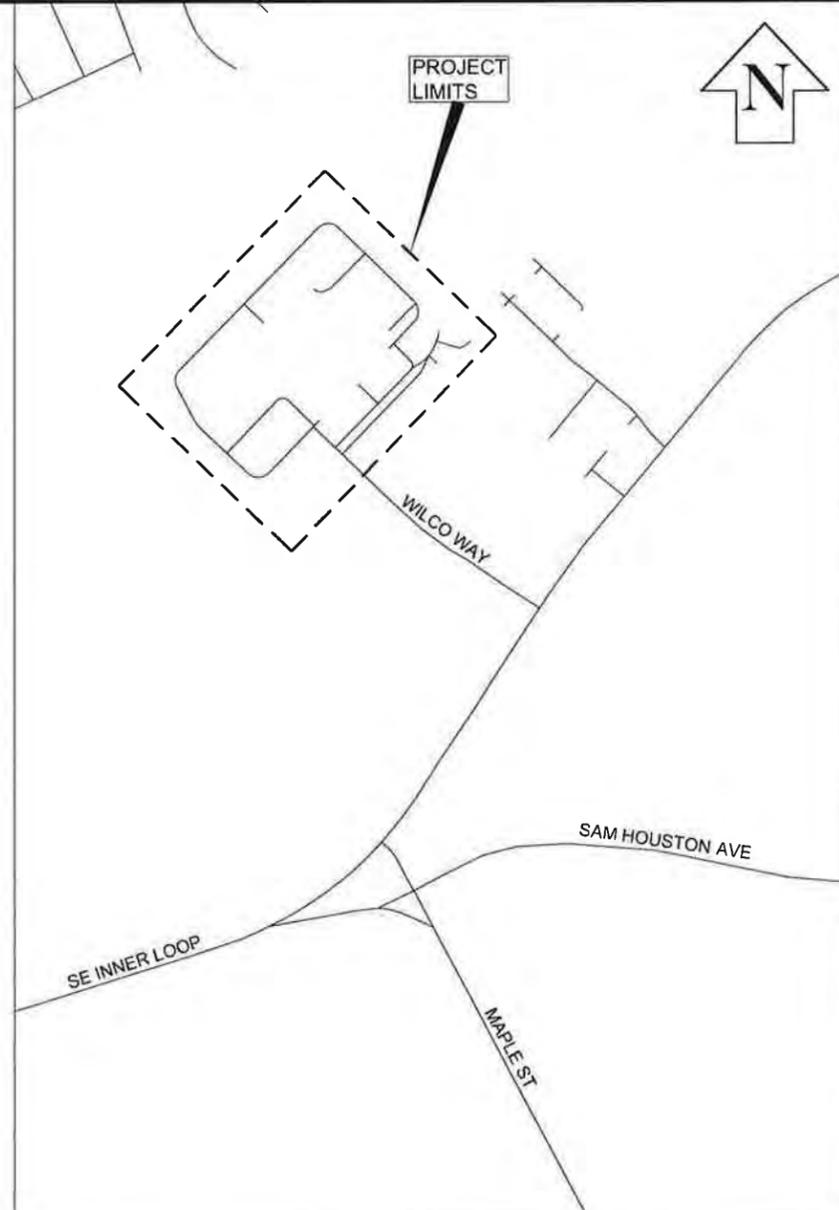
- 2. Limitations.** Do not apply surface treatment to the roadway until traffic control methods and devices are in place as shown on the plans or as directed. Do not open the treated surface to traffic until directed by the Engineer.

XXXX.5 Measurement. The surface treatment will be measured by the gallon of polymer-modified emulsified asphalt surface treatment used.

XXXX.6 Payment. This price shall be full compensation for furnishing all materials, preparing, mixing, and applying these materials, and for all labor, equipment, tools, and incidentals necessary to complete this Item.

INDEX OF SHEETS	
SHEET NO.	DESCRIPTION
1	TITLE SHEET
2	SUMMARY OF ESTIMATE QUANTITY
3 - 8	JUVENILE JUSTICE CENTER FOG SEAL AND STRIPING
9	ACCESSIBLE PARKING DETAILS SHEET
10	FIRE LANE STRIPING DETAIL
11	PM(AP)-98 ACCESSIBLE PARKING
12	PM(1)-12 STD PAVEMENT MARKINGS
13	TCP(1-2)-12 TRAFFIC CONTROL PLAN
14	BC(10)-14 BARRICADE & CHANNELIZING DEVICES

WILLIAMSON COUNTY
DEPARTMENT OF INFRASTRUCTURE
 3151 S.E. INNER LOOP, SUITE B
 GEORGETOWN, TEXAS 78626
 512-943-3330
 www.wilco.org
PLANS FOR PROPOSED
JUVENILE JUSTICE CENTER
PARKING LOTS FOG SEAL
IMPROVEMENTS
 Project No. IFB XXXX-XXX
 May 2017



WILLIAMSON
COUNTY
 1848

GENERAL PROJECT INFO:
 REBAH OF JUVENILE JUSTICE CENTER PARKING LOTS CONSISTS OF FOG SEAL (20,185 SY) AND STRIPING.
 LIMITS: EXTENTS OF THE PARKING LOTS FOG SEAL AS SHOWN IN PLANS.

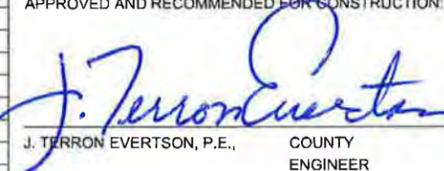
WILLIAMSON COUNTY

DESIGNED BY:


 MATT WILLIAMSON, P.E. PROJECT ENGINEER DATE 5/11/17



APPROVED AND RECOMMENDED FOR CONSTRUCTION:


 J. TERRON EVERTSON, P.E., COUNTY ENGINEER DATE 5/12/17

NO.	DESCRIPTION	BY	DATE
#	#	#	#
#	#	#	#
#	#	#	#
#	#	#	#
#	#	#	#
#	#	#	#
#	SHEETS AFFECTED	BY	DATE

REFERENCED STANDARD SPECIFICATIONS:
 SPECIFICATIONS ADOPTED BY THE TEXAS DEPARTMENT OF
 TRANSPORTATION, 2014 SHALL GOVERN THIS PROJECT.

SUMMARY OF ESTIMATE QUANTITY				
ITEM	NO	DESCRIPTION	UNITS	QUANTITY
500	6001	MOBILIZATION	LS	1
666	6302	RE PM W/RET REQ TY I (W)4"(SLD)(090MIL)	LF	6710
666	6170	REFL PAV MRK TY II (W) 4" (SLD)	LF	6710
666	6223	RE PM TY II(ACC PRK)(WHT)(SYMBOL ONLY)	EA	18
666	XXXX	REFL PAV MRK TY II (R) (SLD) 6"	LF	7117
XXXX	XXXX	POLYMER-MODIFIED EMULSIFIED ASPHALT SURFACE TREATMENT	GAL	13726



NO.	REVISION	BY	DATE
 WILLIAMSON COUNTY DEPT. OF INFRASTRUCTURE 1848			
JUVENILE JUSTICE CENTER FOG SEAL AND STRIPING			
Designed:	MSW	3151 S.E. INNER LOOP, SUITE B GEORGETOWN, TEXAS 78626 512-943-3330 www.wilco.org	SHEET NO. 2 OF 14
Checked:	KQK		
Drawn:	MSW		
Checked:	KQK		

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LEGEND

-  ROW NUMBER
-  FOG SEAL
-  REFL PAV MARK (W)(4")(SLD)
-  REFL PAV MARK (R)(6")(SLD) (FIRE LANE)

NOTES:

1. ALL DIMENSIONS ARE SHOWN TO THE CENTER OF THE DESIGNATED STRIPE.
2. ALL FINAL STRIPING SHALL BE THERMOPLASTIC, TYPE 1, EXCEPT FIRELANE STRIPING.
3. REFER TO ATTACHED STANDARD DRAWINGS FOR ADDITIONAL INFORMATION.



NO.	REVISION	BY	DATE



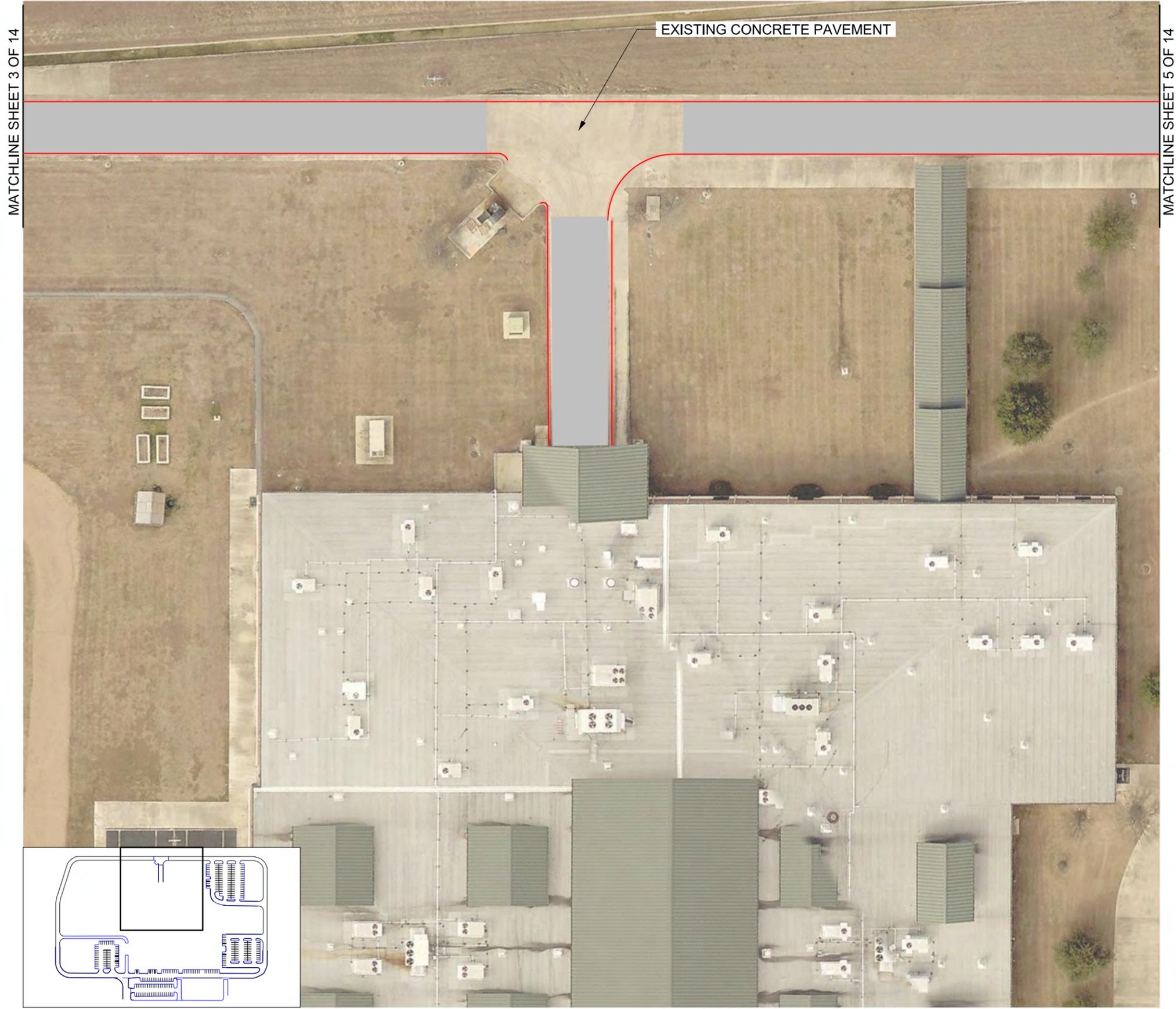
WILLIAMSON COUNTY
DEPT. OF
INFRASTRUCTURE
1848

**JUVENILE JUSTICE CENTER
FOG SEAL AND STRIPING**

Designed: MSW	3151 S.E. INNER LOOP, SUITE B GEORGETOWN, TEXAS 78626 512-943-3330 www.wilco.org	SHEET NO.	3
Checked: KQK		OF	14
Drawn: MSW		p.	42
Checked: KQK			

MATCHLINE SHEET 8 OF 14

MATCHLINE SHEET 4 OF 14



MATCHLINE SHEET 3 OF 14

MATCHLINE SHEET 5 OF 14

EXISTING CONCRETE PAVEMENT



LEGEND

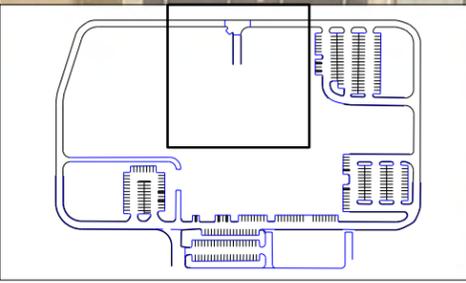
-  ROW NUMBER
-  FOG SEAL
-  REFL PAV MARK (W)(4\"/>

NOTES:

1. ALL DIMENSIONS ARE SHOWN TO THE CENTER OF THE DESIGNATED STRIPE.
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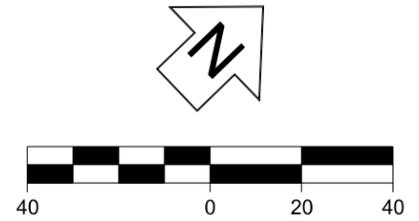
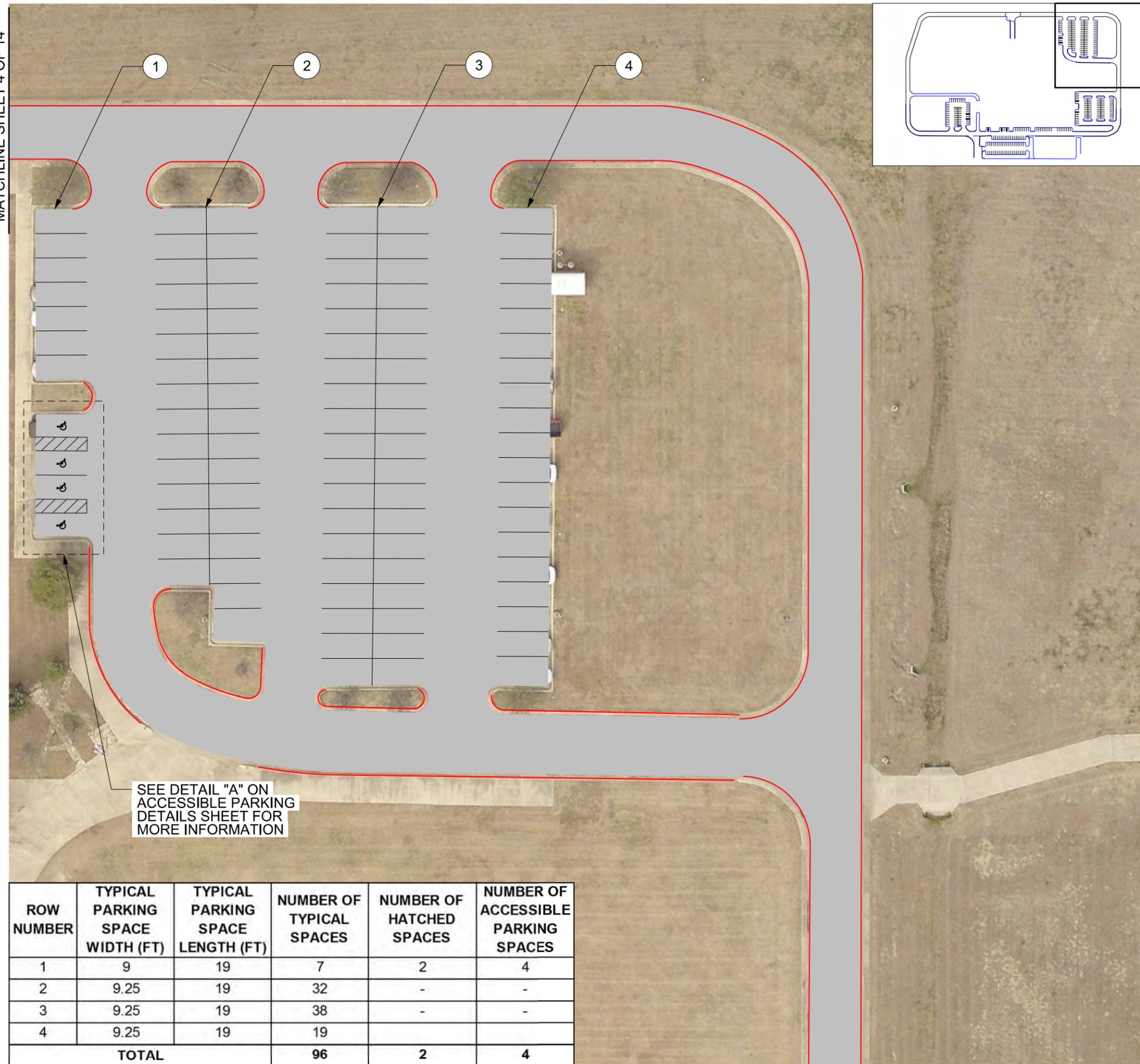


NO.	REVISION	BY	DATE
 WILLIAMSON COUNTY DEPT. OF INFRASTRUCTURE 1848			
JUVENILE JUSTICE CENTER FOG SEAL AND STRIPING			
Designed:	MSW	3151 S.E. INNER LOOP, SUITE B	
Checked:	KQK	GEORGETOWN, TEXAS 78626	
Drawn:	MSW	512-943-3330	
Checked:	KQK	www.wilco.org	
SHEET NO. 4		OF 14	



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MATCHLINE SHEET 4 OF 14



LEGEND

- ROW NUMBER
- FOG SEAL
- REFL PAV MARK (W)(4")(SLD)
- REFL PAV MARK (R)(6")(SLD)
(FIRE LANE)

NOTES:

1. ALL DIMENSIONS ARE SHOWN TO THE CENTER OF THE DESIGNATED STRIPE.
2. ALL FINAL STRIPING SHALL BE THERMOPLASTIC, TYPE 1, EXCEPT FIRELANE STRIPING.
3. REFER TO ATTACHED STANDARD DRAWINGS FOR ADDITIONAL INFORMATION.



SEE DETAIL "A" ON
ACCESSIBLE PARKING
DETAILS SHEET FOR
MORE INFORMATION

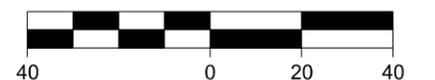
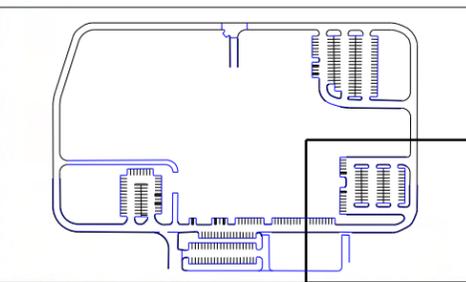
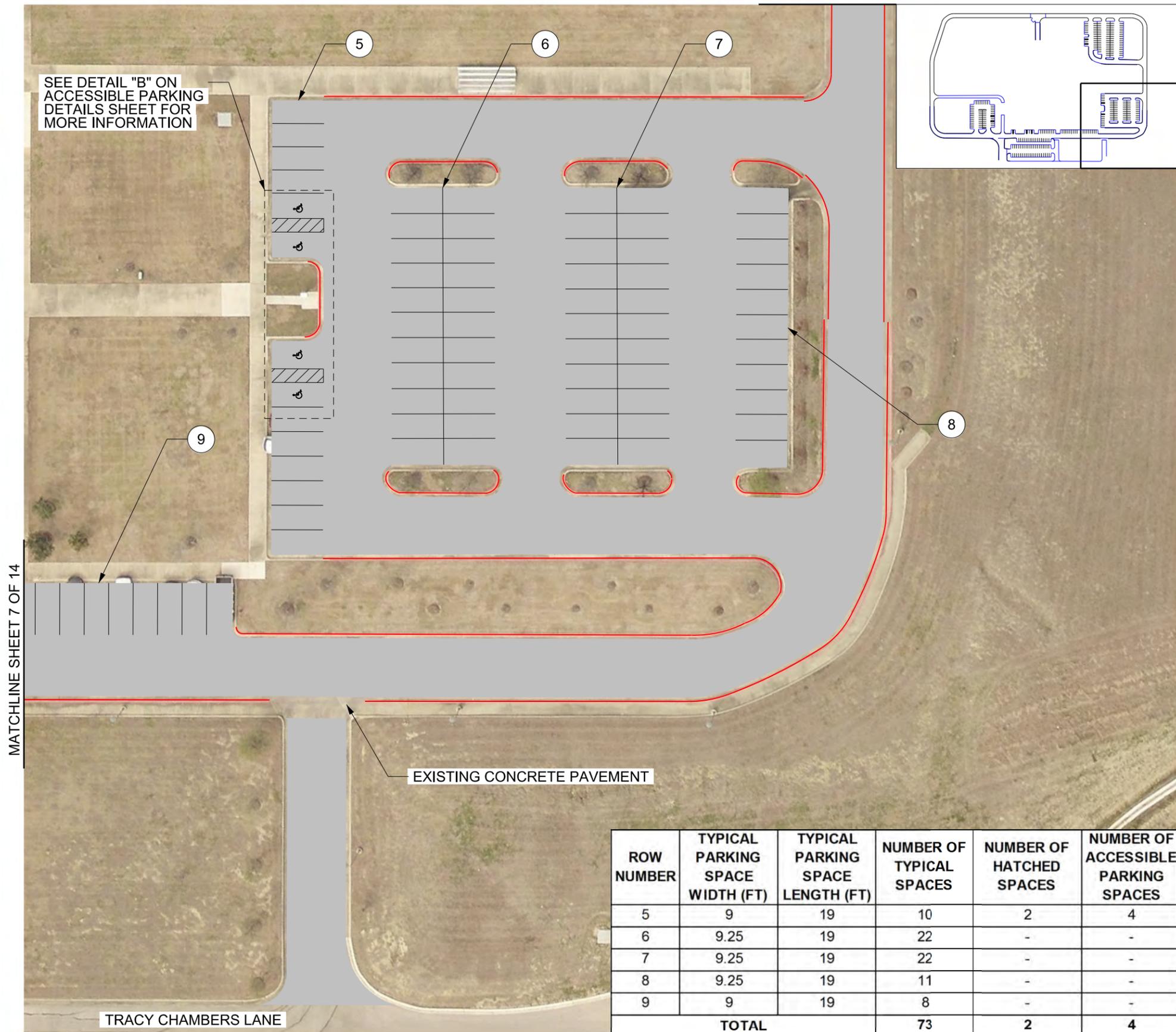
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1	9	19	7	2	4
2	9.25	19	32	-	-
3	9.25	19	38	-	-
4	9.25	19	19		
TOTAL			96	2	4

MATCHLINE SHEET 6 OF 14

NO.	REVISION	BY	DATE
<div style="display: inline-block; vertical-align: middle; margin-left: 10px;"> <p>WILLIAMSON COUNTY DEPT. OF INFRASTRUCTURE</p> </div>			
<p>JUVENILE JUSTICE CENTER FOG SEAL AND STRIPING</p>			
Designed:	MSW	3151 S.E. INNER LOOP, SUITE B GEORGETOWN, TEXAS 78626 512-943-3330 www.wilco.org	
Checked:	KQK		
Drawn:	MSW		
Checked:	KQK		
SHEET NO. 5		OF 14	

IFS PLN_3.dgn 9:32:12 AM
 5/15/2017 12:42 PM

MATCHLINE SHEET 5 OF 14



LEGEND

- ROW NUMBER
- FOG SEAL
- REFL PAV MARK (W)(4")(SLD)
- REFL PAV MARK (R)(6")(SLD)
(FIRE LANE)

NOTES:

1. ALL DIMENSIONS ARE SHOWN TO THE CENTER OF THE DESIGNATED STRIPE.
2. ALL FINAL STRIPING SHALL BE THERMOPLASTIC, TYPE 1, EXCEPT FIRELANE STRIPING.
3. REFER TO ATTACHED STANDARD DRAWINGS FOR ADDITIONAL INFORMATION.

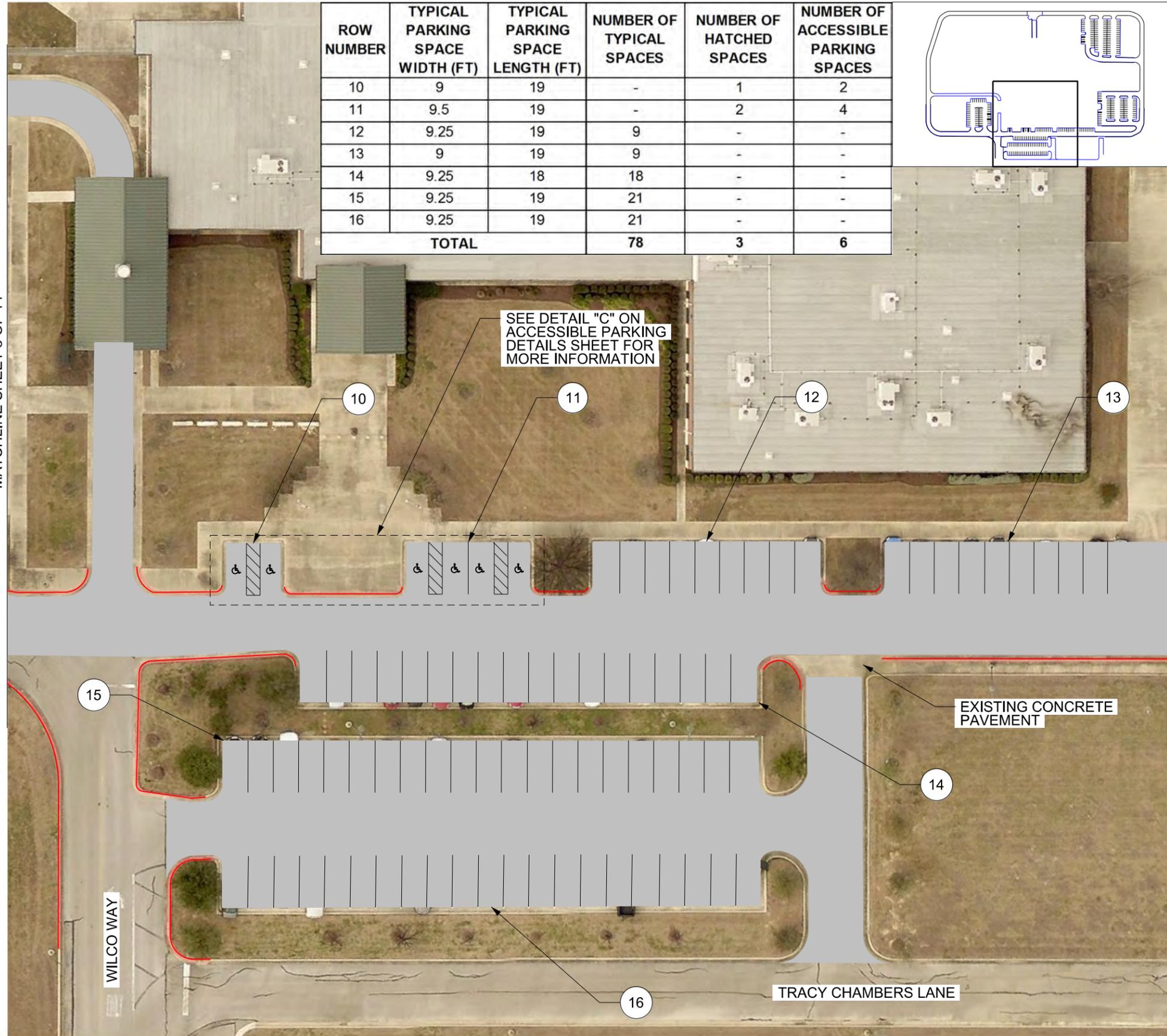


ROW NUMBER	TYPICAL PARKING SPACE WIDTH (FT)	TYPICAL PARKING SPACE LENGTH (FT)	NUMBER OF TYPICAL SPACES	NUMBER OF HATCHED SPACES	NUMBER OF ACCESSIBLE PARKING SPACES
5	9	19	10	2	4
6	9.25	19	22	-	-
7	9.25	19	22	-	-
8	9.25	19	11	-	-
9	9	19	8	-	-
TOTAL			73	2	4

MATCHLINE SHEET 7 OF 14

5/15/2017 12:42 PM
IFS PLN 4.dgn 9:32:51 AM

NO.	REVISION	BY	DATE
WILLIAMSON COUNTY DEPT. OF INFRASTRUCTURE 1848			
JUVENILE JUSTICE CENTER FOG SEAL AND STRIPING			
Designed: MSW	3151 S.E. INNER LOOP, SUITE B GEORGETOWN, TEXAS 78626		SHEET NO. 6 OF 14 p. 45
Checked: KQK	512-943-3330		
Drawn: MSW	www.wilco.org		
Checked: KQK			



MATCHLINE SHEET 8 OF 14

MATCHLINE SHEET 6 OF 14



LEGEND

- 10 ROW NUMBER
- FOG SEAL
- REFL PAV MARK (W)(4")(SLD)
- REFL PAV MARK (R)(6")(SLD) (FIRE LANE)

NOTES:

1. ALL DIMENSIONS ARE SHOWN TO THE CENTER OF THE DESIGNATED STRIPE.
2. ALL FINAL STRIPING SHALL BE THERMOPLASTIC, TYPE 1, EXCEPT FIRELANE STRIPING.
3. REFER TO ATTACHED STANDARD DRAWINGS FOR ADDITIONAL INFORMATION.



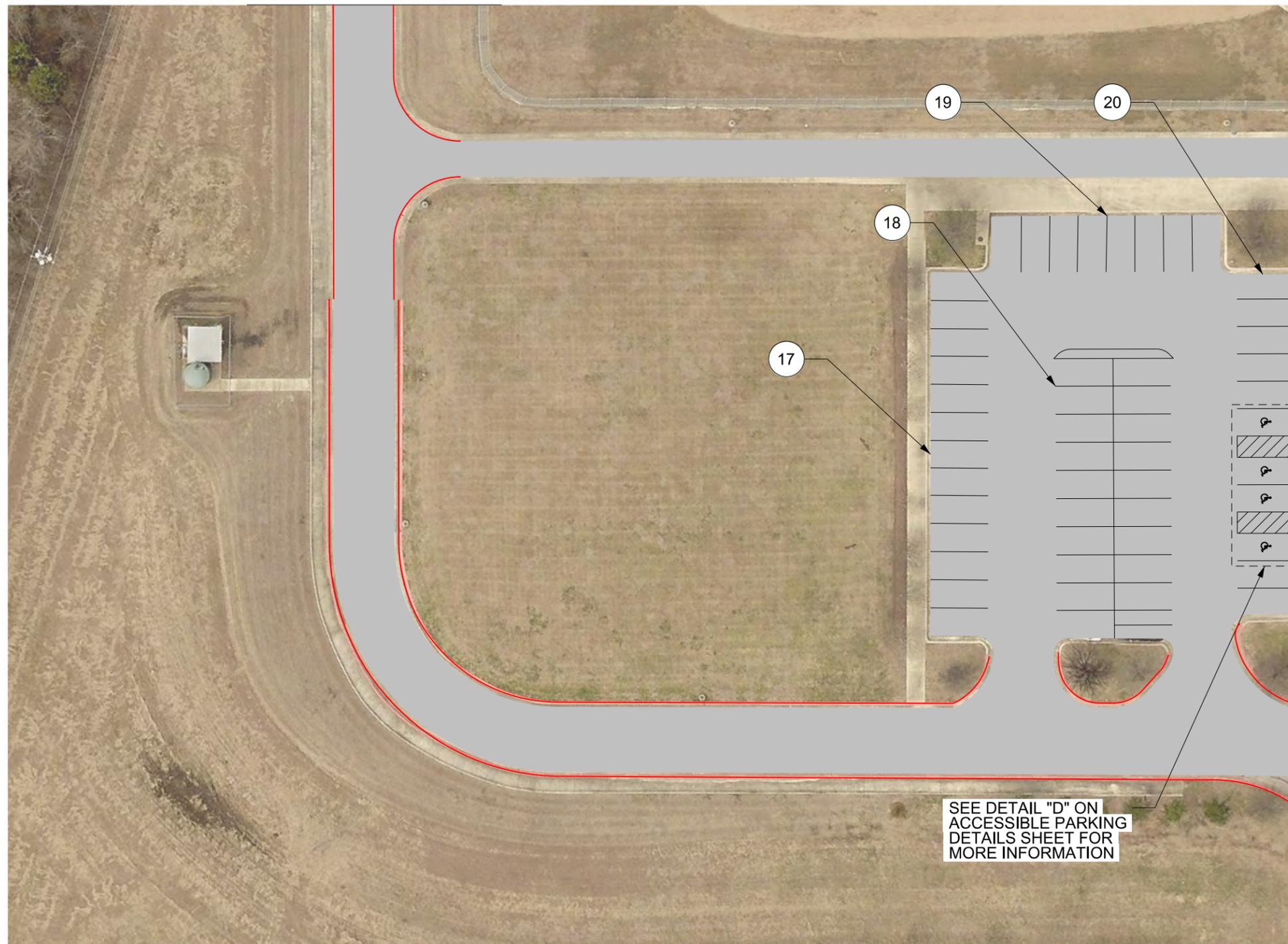
EXISTING CONCRETE PAVEMENT

WILCO WAY

TRACY CHAMBERS LANE

NO.	REVISION	BY	DATE
WILLIAMSON COUNTY DEPT. OF INFRASTRUCTURE 1848			
JUVENILE JUSTICE CENTER			
FOG SEAL AND STRIPING			
Designed:	MSW	3151 S.E. INNER LOOP, SUITE B GEORGETOWN, TEXAS 78626 512-943-3330 www.wilco.org	SHEET NO. 7 OF 14 p. 40
Checked:	KQK		
Drawn:	MSW		
Checked:	KQK		

MATCHLINE SHEET 3 OF 14



MATCHLINE SHEET 7 OF 14

LEGEND

- ROW NUMBER
- FOG SEAL
- REFL PAV MARK (W)(4")(SLD)
- REFL PAV MARK (R)(6")(SLD) (FIRE LANE)

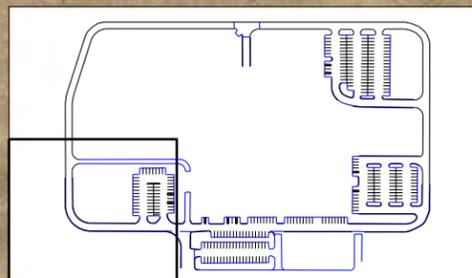
NOTES:

1. ALL DIMENSIONS ARE SHOWN TO THE CENTER OF THE DESIGNATED STRIPE.
2. ALL FINAL STRIPING SHALL BE THERMOPLASTIC, TYPE 1, EXCEPT FIRELANE STRIPING.
3. REFER TO ATTACHED STANDARD DRAWINGS FOR ADDITIONAL INFORMATION.

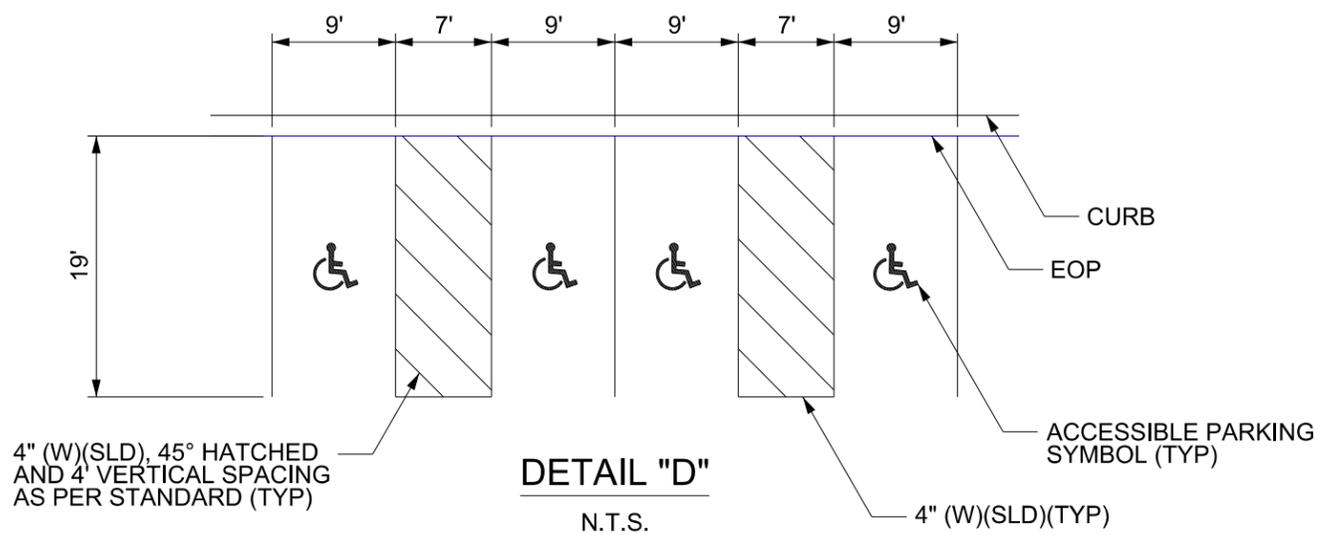
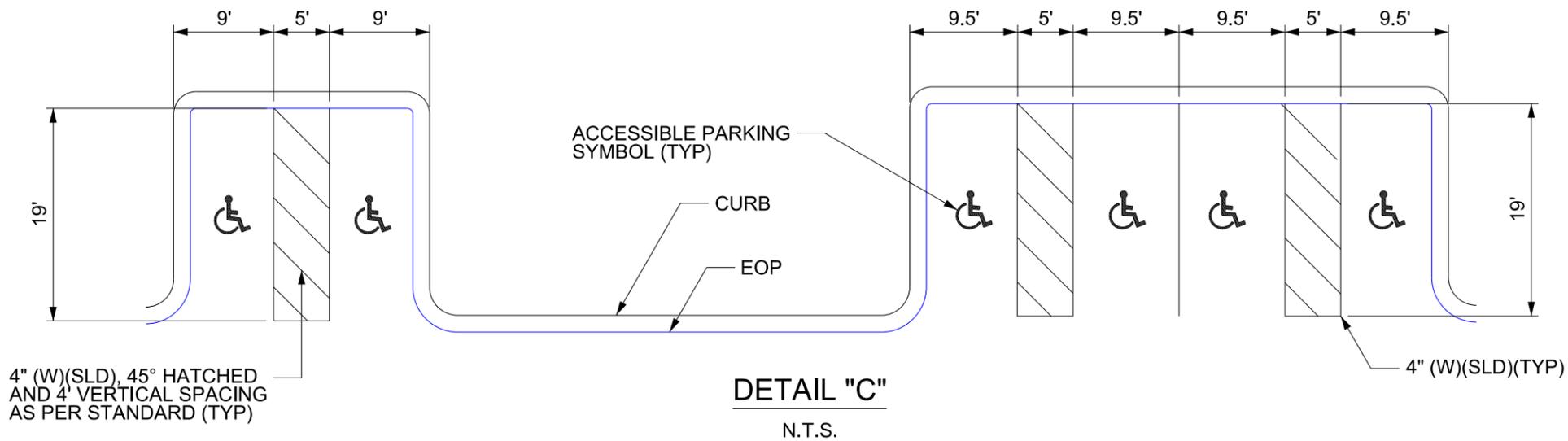
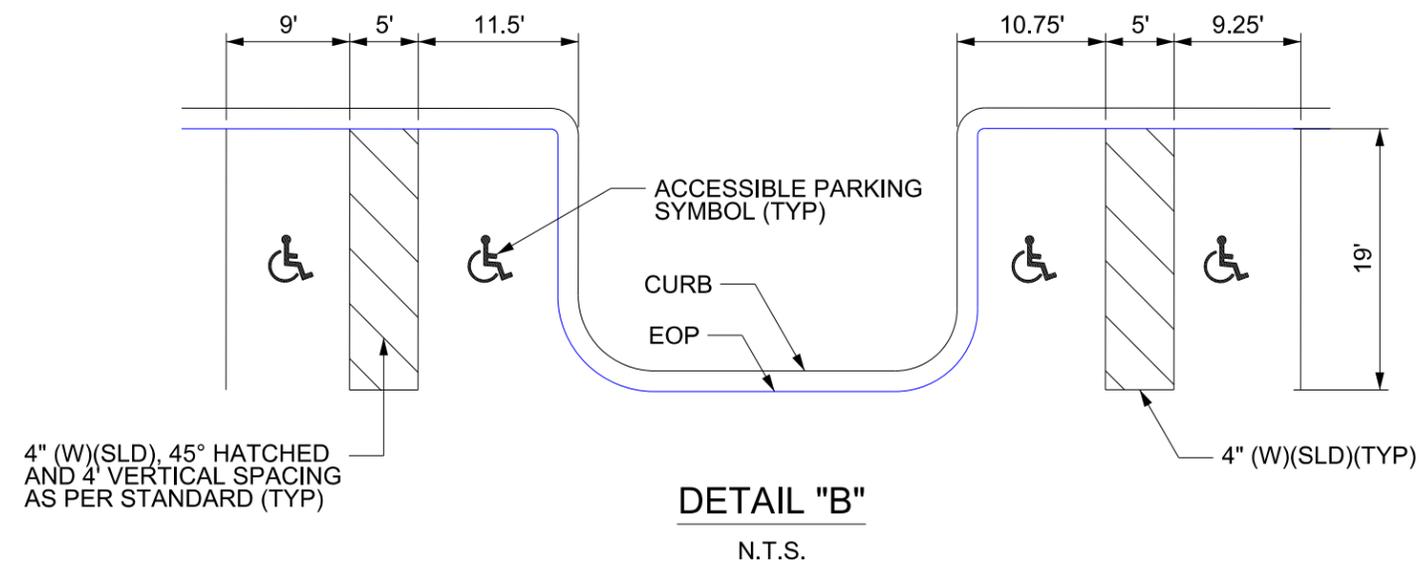
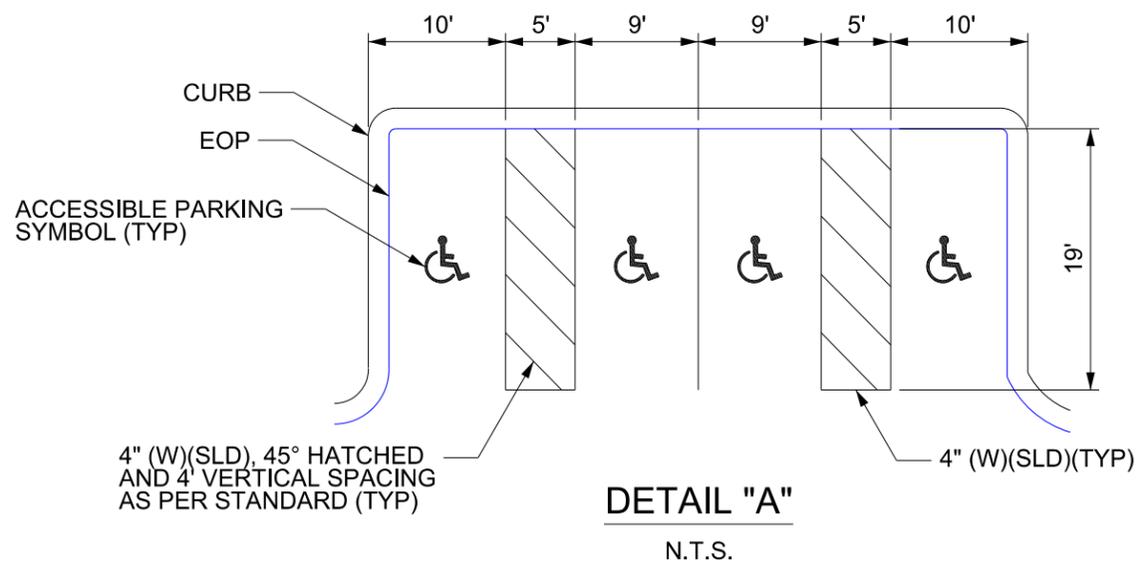
SEE DETAIL "D" ON ACCESSIBLE PARKING DETAILS SHEET FOR MORE INFORMATION



ROW NUMBER	TYPICAL PARKING SPACE WIDTH (FT)	TYPICAL PARKING SPACE LENGTH (FT)	NUMBER OF TYPICAL SPACES	NUMBER OF MOTORCYCLE SPACES	NUMBER OF HATCHED SPACES	NUMBER OF ACCESSIBLE PARKING SPACES
17	9.25	19	13	-	-	-
18	9.25	19	19	2	-	-
19	9.25	18.5	8	-	-	-
20	9	19	7	-	2	4
TOTAL			47	2	2	4

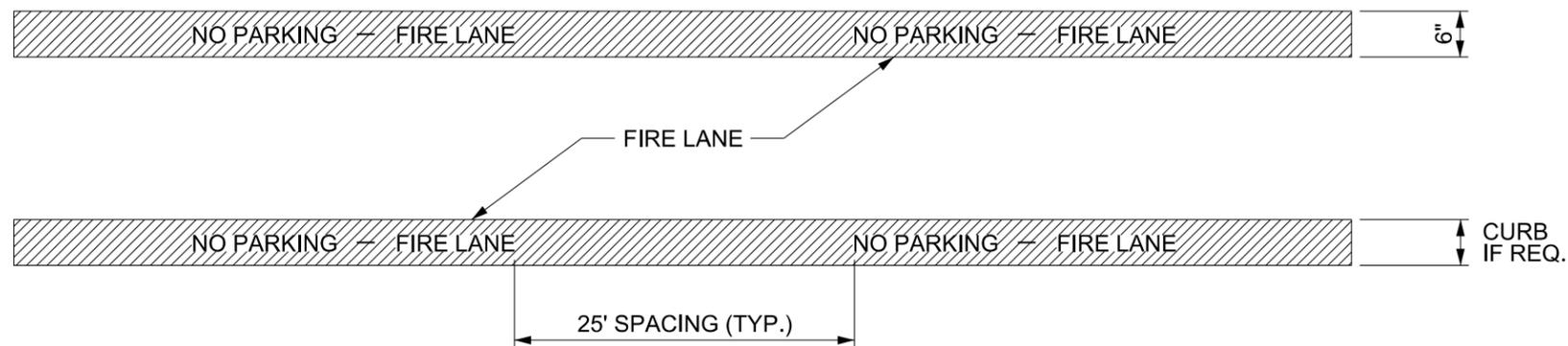


NO.	REVISION	BY	DATE
WILLIAMSON COUNTY 1848			
WILLIAMSON COUNTY DEPT. OF INFRASTRUCTURE			
JUVENILE JUSTICE CENTER FOG SEAL AND STRIPING			
Designed:	MSW	3151 S.E. INNER LOOP, SUITE B	SHEET NO. 8 OF 14 P. 47
Checked:	KQK	GEORGETOWN, TEXAS 78626	
Drawn:	MSW	512-943-3330	
Checked:	KQK	www.wilco.org	



NO.	REVISION	BY	DATE
 WILLIAMSON COUNTY 1848			
WILLIAMSON COUNTY DEPT. OF INFRASTRUCTURE			
JUVENILE JUSTICE CENTER FOG SEAL AND STRIPING			
Designed:	MSW	3151 S.E. INNER LOOP, SUITE B	
Checked:	KQK	GEORGETOWN, TEXAS 78626	
Drawn:	MSW	512-943-3330	
Checked:	KQK	www.wilco.org	
SHEET NO.	9		OF 14

IFS DETAIL.dgn 9:35:17 AM



GENERAL NOTE:

- A. STRIPING TO BE DONE IN ACCORDANCE WITH TXDOT SPECIFICATION ITEM 666. THE PAVEMENT MARKINGS SHALL BE FROM THE TOP OF THE SEAM OF THE CURB TO A POINT EVEN WITH THE DRIVING SURFACE.

GENERAL NOTE:

- A. PAINT:
 - 1. STRIPE SHALL BE SIX (6) INCHES WIDE PAINTED WITH AN EXTERIOR ACRYLIC LATEX PAINT.
 - A. COLOR SHALL BE "TRAFFIC RED" GLIDDEN NO. 63251 OR EQUAL.
 - 2. LETTERS SHALL BE FOUR (4) INCHES HIGH PAINTED WITH AN EXTERIOR ACRYLIC LATEX PAINT. LETTERS TO BE ONE (1) INCH STROKE.
 - B. COLOR SHALL BE "TRAFFIC WHITE" GLIDDEN NO. 563245 OR EQUAL.
- B. APPLICATION:
 - 1. STRIPE MAY BE BRUSHED OR SPRAYED, ONE COAT TO FINISH.
 - 2. LETTERS SHALL BE STENCIL FORMED, BRUSH APPLIED AND SPACED AS DETAILED ON THIS SHEET.

FIRE LANE STRIPING

NOT TO SCALE



NO.	REVISION	BY	DATE

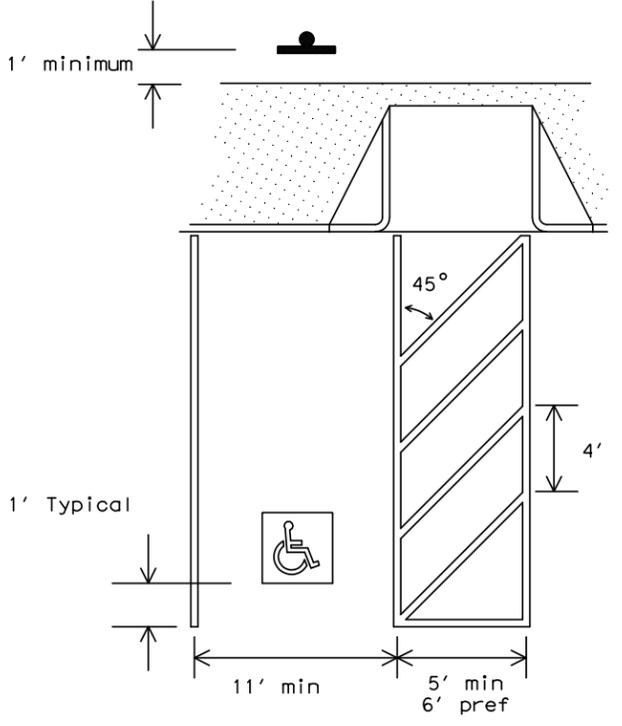
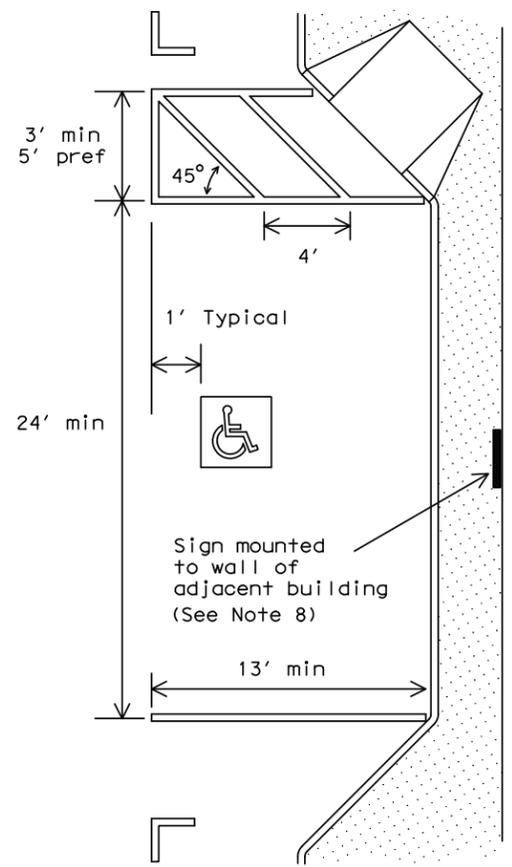
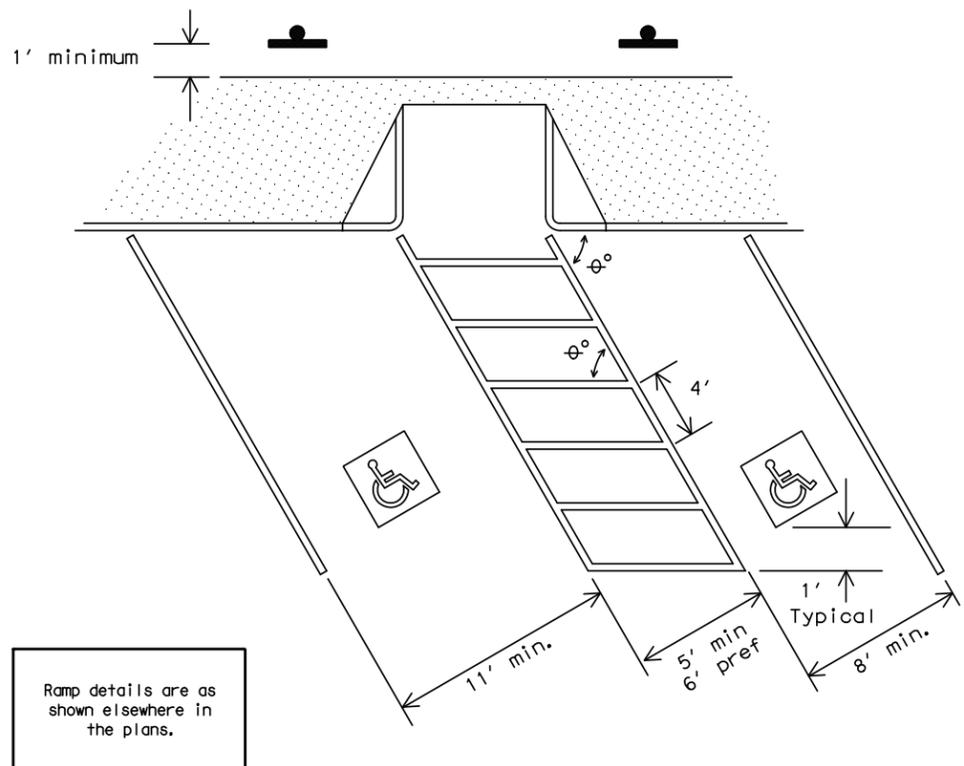


WILLIAMSON COUNTY
DEPT. OF INFRASTRUCTURE
1848

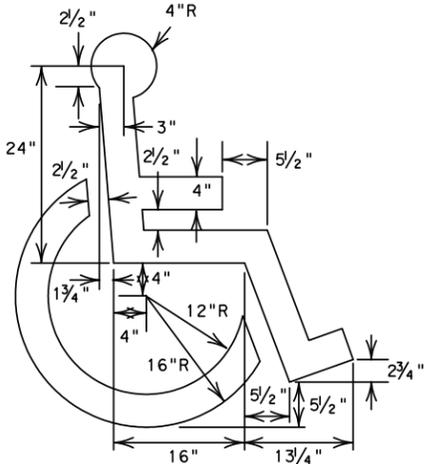
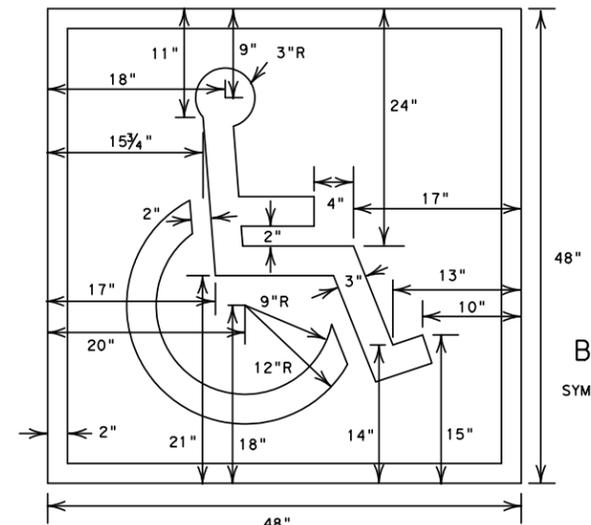
JUVENILE JUSTICE CENTER
FOG SEAL AND STRIPING

Designed: MSW	3151 S.E. INNER LOOP, SUITE B GEORGETOWN, TEXAS 78626 512-943-3330 www.wilco.org	SHEET NO. 10 OF 14
Checked: KQK		
Drawn: MSW		
Checked: KQK		

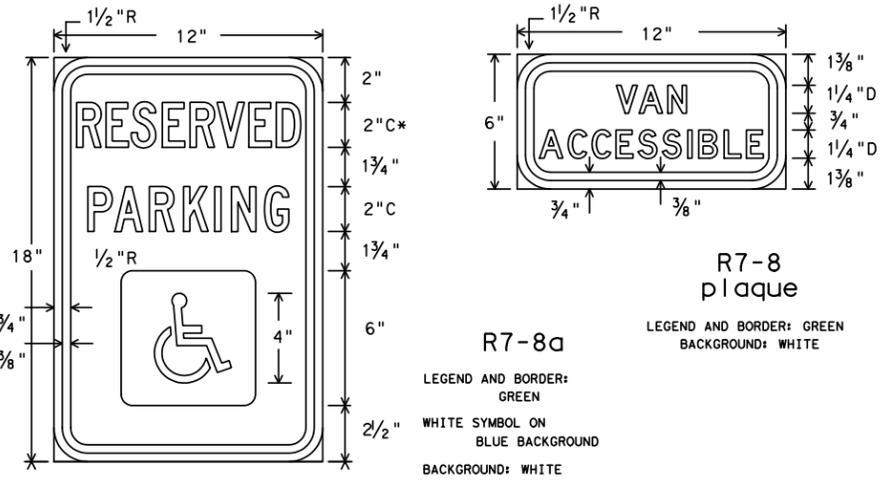
TYPICAL ACCESSIBLE PARKING SPACE DIMENSIONS



PAVEMENT MARKINGS



HANDICAPPED PARKING SIGN



SPECIFICATION REFERENCE TABLE	
MATERIALS AND TESTS DIVISION SPECIFICATIONS	
ALUMINUM SIGN BLANKS	D-9-7110
REFLECTIVE SHEETING, TYPE C (HIGH SPECIFIC INTENSITY)	D-9-8300

GENERAL SIGN NOTES:

The Alphabets and lateral spacing between letters and numerals shall conform with the Texas "Manual on Uniform Traffic Control Devices for Streets and Highways", latest edition, and any approved changes thereto. Lateral spacing of text shall provide a balanced appearance. All materials shall conform to Department Specifications.

Legend shall be applied by screening process of black and/or transparent colored ink, cut-out black vinyl non-reflective decal sheeting and/or reflective sheeting or combination thereof. Background shall be white reflective sheeting (Type C).

Sign blanks shall be one piece 0.08 inch thick sheet aluminum alloy (Type A), unless otherwise noted elsewhere in the plans.

- GENERAL NOTES:
- All parking space limit lines shall be 4" solid white lines.
 - Aisle markings shown are examples only. Other methods to indicate a NO PARKING area are acceptable. Aisle markings shall be white.
 - Dimensions of limit lines, aisle markings, and symbol (with or without background) may vary + 10%.
 - Pavement marking symbols (with background):
 - are REQUIRED unless stated elsewhere in the plans,
 - should be placed toward the far end of the parking spaces so as to be visible to motorists in the travel lane,
 - may be painted or prefabricated material, and
 - shall be 30" x 30" minimum.
 - With approval of the Engineer, prefabricated pavement marking symbols with background of other dimensions exceeding the 30" x 30" minimum may be used. Alternative designs shall include a proportion sized symbol of accessibility, and shall conform to the illustrated colors for background, symbol and border.
 - An R7-8 sign:
 - shall be REQUIRED for each accessible parking space,
 - shall NOT be placed between two accessible parking spaces,
 - shall NOT be placed in a location that restricts movement of wheelchairs within the adjacent sidewalk, and
 - shall have a minimum mounting height of 7 feet. If mounted to wall or located so as not to be near pedestrian traffic minimum mounting height may be 7 feet.
 - Post mounted signs should be placed approximately 1 foot (or greater) behind the curb to prevent damage from vehicle overhang.
 - Signs may be mounted directly to an adjacent wall of a building when post mounting is impractical.

PAVEMENT MARKINGS AND SIGNING FOR ACCESSIBLE PARKING

PM(AP) - 98

© TxDOT August 1995				DATE	BY	CHKD	DATE	BY	CHKD
REVISIONS				DATE	BY	CHKD	DATE	BY	CHKD
4-98									

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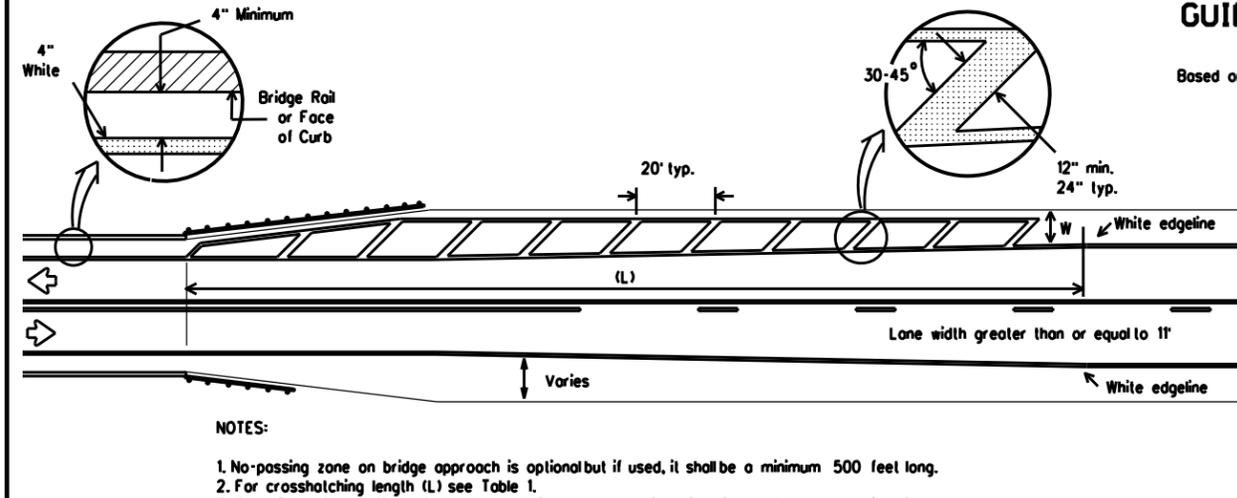
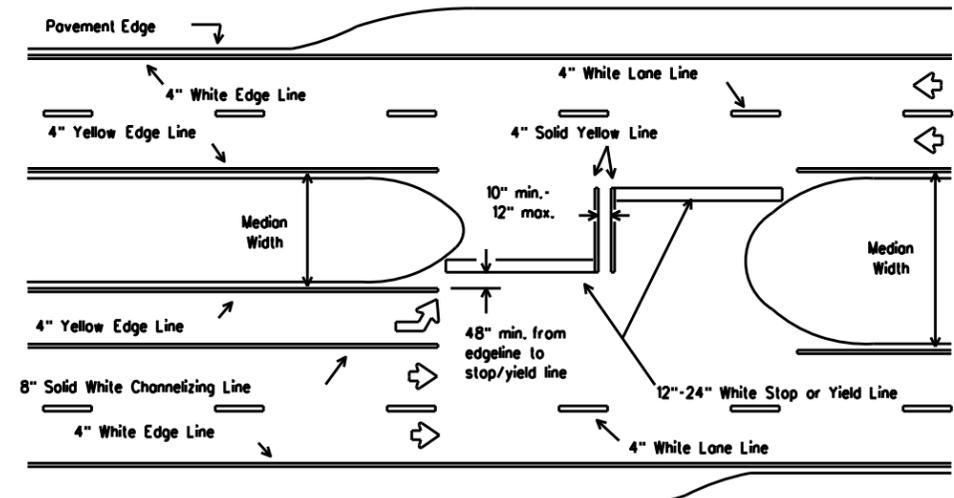
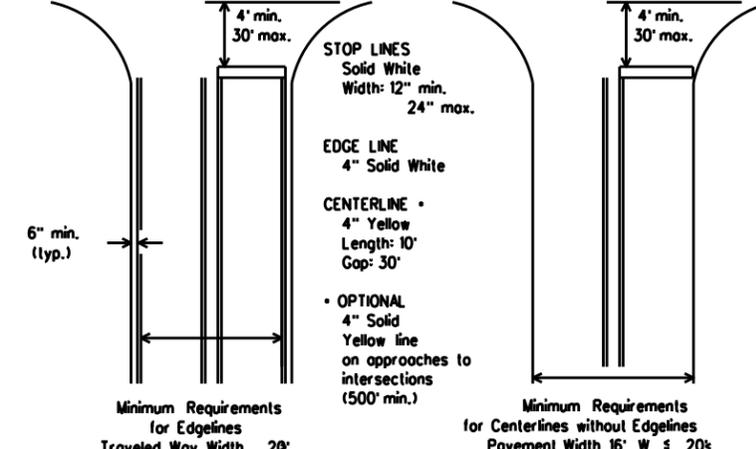
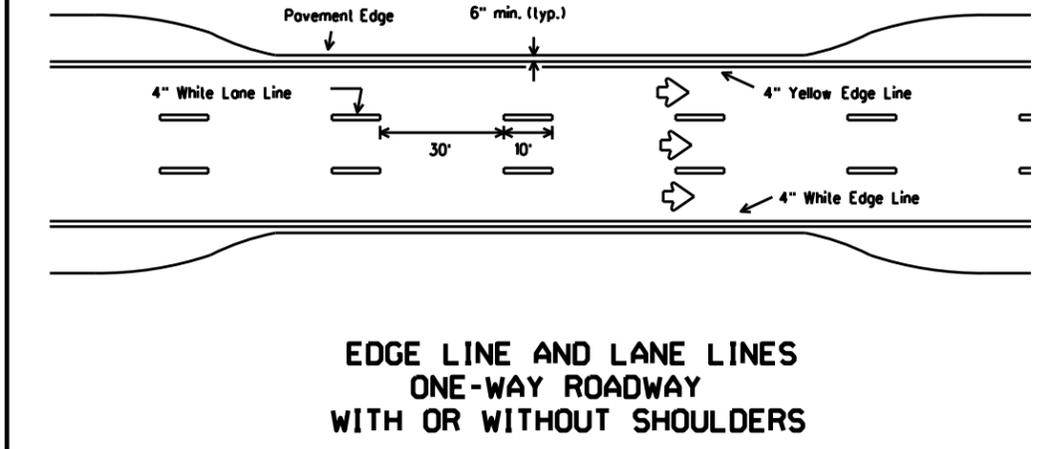
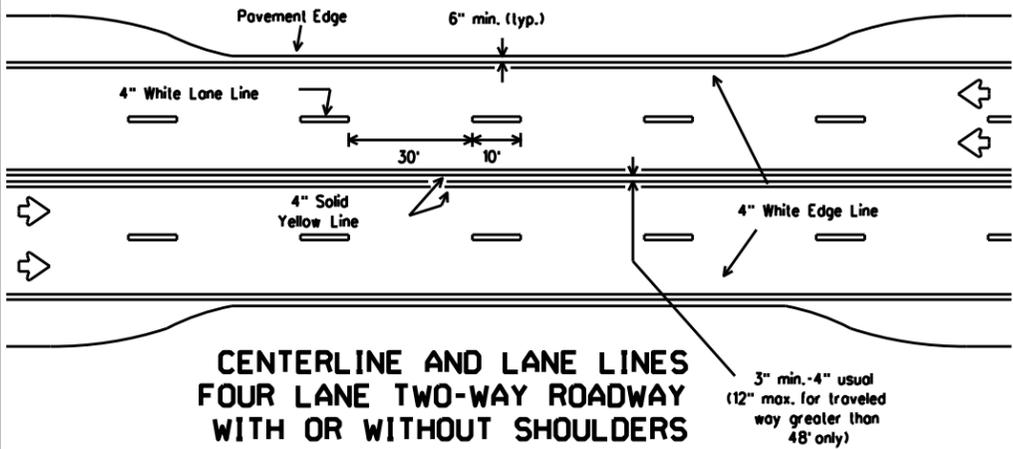
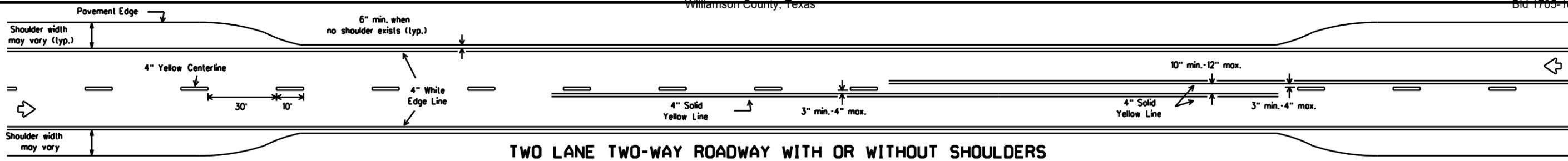


TABLE 1 - TYPICAL LENGTH (L)

Posted Speed	Formula
≤ 40	$L = \frac{WS^2}{60}$
≥ 45	$L = WS$

x 85th Percentile Speed may be used on roads where traffic speeds normally exceed the posted speed limit. Crosshatching length should be rounded up to nearest 5 foot increment.
L-Length of Crosshatching (FT.) W-Width of Offset (FT.)
S-Posted Speed (MPH)

EXAMPLES:
An 8 foot shoulder in advance of a bridge reduces to 4 feet on a 70 MPH roadway. The length of the cross-hatching should be:
 $L = 8 \times 70 = 560$ ft.
A 4 foot shoulder in advance of a bridge reduces to 2 feet on a 40 MPH roadway. The length of the cross-hatching should be:
 $L = 4(40) \approx 60 \times 106.67$ ft. rounded to 110 ft.

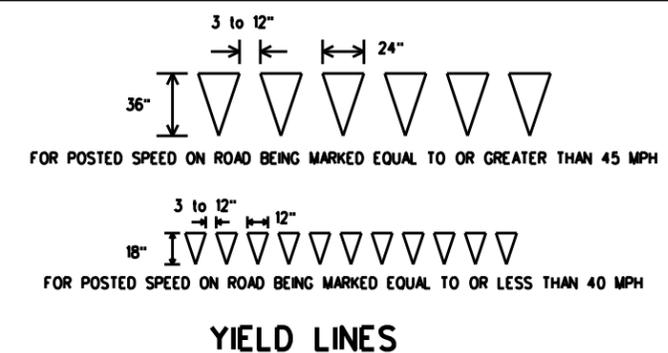
GENERAL NOTES

- Edge line striping shall be as shown in the plans or as directed by the Engineer. The edge line should typically be placed a minimum of 6 inches from the edge of pavement. This distance may vary due to pavement raveling or other conditions. Edge lines are not required in curb and gutter sections of roadways.
- The traveled way includes only that portion of the roadway used for vehicular travel and not the parking lanes, sidewalks, berms and shoulders. The traveled ways shall be measured from the inside of edge line to inside of edge line of a two lane roadway.

MATERIAL SPECIFICATIONS

PAVEMENT MARKERS (REFLECTORIZED)	DMS-4200
EPOXY AND ADHESIVES	DMS-6100
BITUMINOUS ADHESIVE FOR PAVEMENT MARKERS	DMS-6130
TRAFFIC PAINT	DMS-8200
HOT APPLIED THERMOPLASTIC	DMS-8220
PERMANENT PREFABRICATED PAVEMENT MARKINGS	DMS-8240

All pavement marking materials shall meet the required Departmental Material Specifications as specified by the plans.



Texas Department of Transportation
Traffic Operations Division

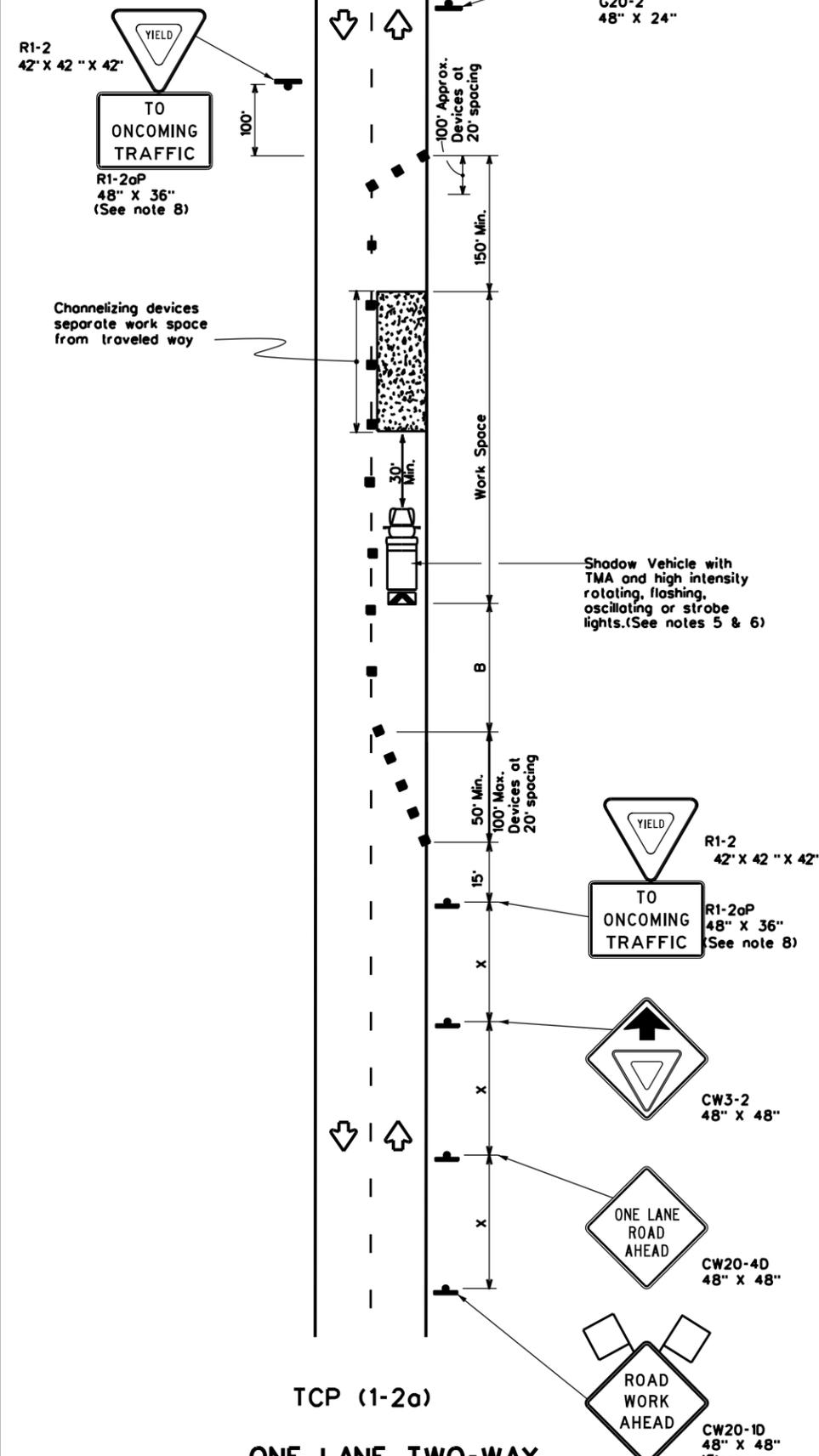
TYPICAL STANDARD PAVEMENT MARKINGS
PM(1)-12

© TxDOT November 1978	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
REVISIONS	CONT	SECT	JOB	HIGHWAY
8-95 2-12				
5-00				
8-00	DIST	COUNTY	SHEET NO.	
3-03			12 of 1	

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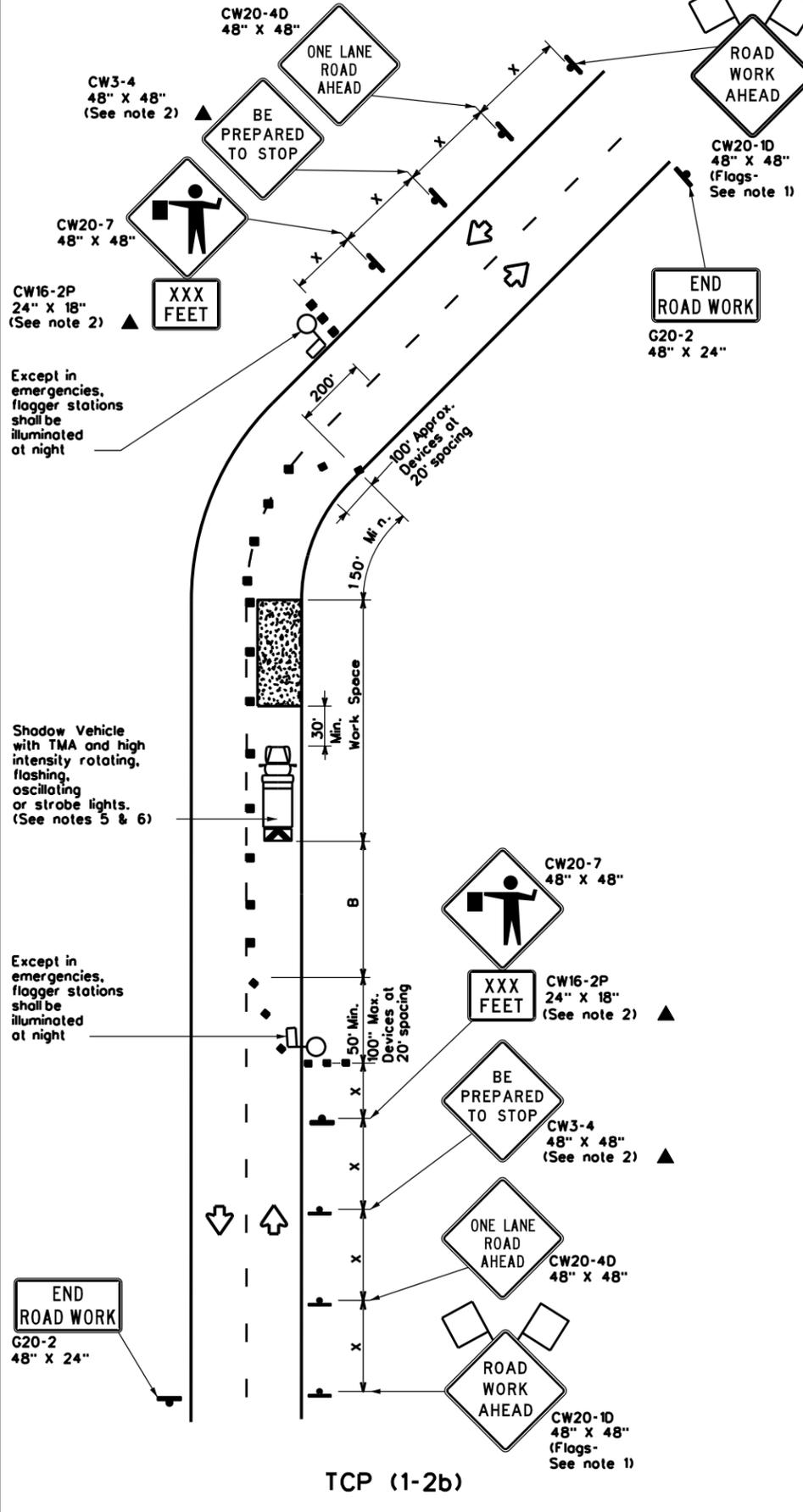
DATE: 5/15/2017
 FILE: 12:42 PM

Warning Sign Sequence in Opposite Direction Same as Below



TCP (1-2a)
ONE LANE TWO-WAY CONTROL WITH YIELD SIGNS
 (Less than 2000 ADT - See note 7)

Williamson County, Texas



TCP (1-2b)
ONE LANE TWO-WAY CONTROL WITH FLAGGERS

LEGEND

	Type 3 Barricade		Channelizing Devices
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Trailer Mounted Flashing Arrow Board		Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed *	Formula	Minimum Desirable Taper Lengths x =			Suggested Maximum Spacing of Channelizing Devices		Minimum Sign Spacing "x" Distance	Suggested Longitudinal Buffer Space "B"	Stopping Sight Distance
		10' Offset	11' Offset	12' Offset	On a Taper	On a Tangent			
30	L = $\frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	90'	200'
35		205'	225'	245'	35'	70'	160'	120'	250'
40		265'	295'	320'	40'	80'	240'	155'	305'
45	L = WS	450'	495'	540'	45'	90'	320'	195'	360'
50		500'	550'	600'	50'	100'	400'	240'	425'
55		550'	605'	660'	55'	110'	500'	295'	495'
60		600'	660'	720'	60'	120'	600'	350'	570'
65		650'	715'	780'	65'	130'	700'	410'	645'
70	700'	770'	840'	70'	140'	800'	475'	730'	
75	750'	825'	900'	75'	150'	900'	540'	820'	

* Conventional Roads Only
 * x Taper lengths have been rounded off.
 L- Length of Taper (FT) W- Width of Offset (FT) S- Posted Speed (MPH)

TYPICAL USAGE

	MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
		✓	✓		

GENERAL NOTES

- Flags attached to signs where shown are REQUIRED.
 - All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
 - The CW3-4 "BE PREPARED TO STOP" sign may be installed after the CW20-4D "ONE LANE ROAD AHEAD" sign, but proper sign spacing shall be maintained.
 - Sign spacing may be increased or an additional CW20-1D "ROAD WORK AHEAD" sign may be used if advance warning ahead of the flagger or R1-2 "YIELD" sign is less than 1500 feet.
 - A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
 - Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect wider work spaces.
- TCP (1-2a)**
- R1-2 "YIELD" sign traffic control may be used on projects with approaches that have adequate sight distance. For projects in urban areas, work spaces should be no longer than one half city block. In rural areas on roadways with less than 2000 ADT, work spaces should be no longer than 400 feet.
 - R1-2 "YIELD" sign with R1-2oP "TO ONCOMING TRAFFIC" plaque shall be placed on a support at a 7 foot minimum mounting height.
- TCP (1-2b)**
- Flaggers should use two-way radios or other methods of communication to control traffic.
 - Length of work space should be based on the ability of flaggers to communicate.
 - If the work space is located near a horizontal or vertical curve, the buffer distances should be increased in order to maintain adequate stopping sight distance to the flagger and a queue of stopped vehicles (see table above).
 - Channelizing devices on the center-line may be omitted when a pilot car is leading traffic and approved by the Engineer.
 - Flaggers should use 24" STOP/SLOW paddles to control traffic. Flags should be limited to emergency situations.

For construction or maintenance contract work, specific project requirements for shadow vehicles can be found in the project GENERAL NOTES for Item 502, Barricades, Signs and Traffic Handling.

Texas Department of Transportation
 Traffic Operations Division

TRAFFIC CONTROL PLAN
ONE-LANE TWO-WAY
TRAFFIC CONTROL

TCP(1-2)-12

© TxDOT December 1985		DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
REVISIONS		CONT	SECT	JOB	HIGHWAY
4-90	2-12				
2-94					
1-97					
4-98		DIST	COUNTY		SHEET NO.
					132

TYPE 3 BARRICADES

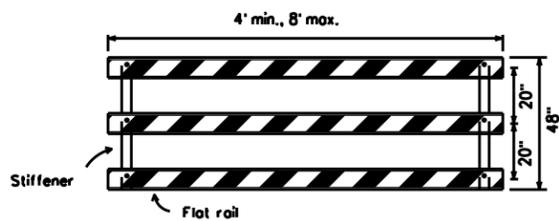
1. Refer to the Compliant Work Zone Traffic Control Devices List (CWZTCD) for details of the Type 3 Barricades and a list of all materials used in the construction of Type 3 Barricades.
2. Type 3 Barricades shall be used at each end of construction projects closed to all traffic.
3. Barricades extending across a roadway should have stripes that slope downward in the direction toward which traffic must turn in detouring. When both right and left turns are provided, the chevron striping may slope downward in both directions from the center of the barricade. Where no turns are provided at a closed road striping should slope downward in both directions toward the center of roadway.
4. Striping of rails, for the right side of the roadway, should slope downward to the left. For the left side of the roadway, striping should slope downward to the right.
5. Identification markings may be shown only on the back of the barricade rails. The maximum height of letters and/or company logos used for identification shall be 1".
6. Barricades shall not be placed parallel to traffic unless an adequate clear zone is provided.
7. Warning lights shall NOT be installed on barricades.
8. Where barricades require the use of weights to keep from turning over, the use of sandbags with dry, cohesionless sand is recommended. The sandbags will be tied shut to keep the sand from spilling and to maintain a constant weight. Sand bags shall not be stacked in a manner that covers any portion of a barricade rails reflective sheeting. Rock, concrete, iron, steel or other solid objects will NOT be permitted. Sandbags should weigh a minimum of 35 lbs and a maximum of 50 lbs. Sandbags shall be made of a durable material that tears upon vehicular impact. Rubber (such as tire inner tubes) shall not be used for sandbags. Sandbags shall only be placed along or upon the base supports of the device and shall not be suspended above ground level or hung with rope, wire, chains or other fasteners.
9. Sheeting for barricades shall be retroreflective Type A conforming to Departmental Material Specification DMS-8300 unless otherwise noted.

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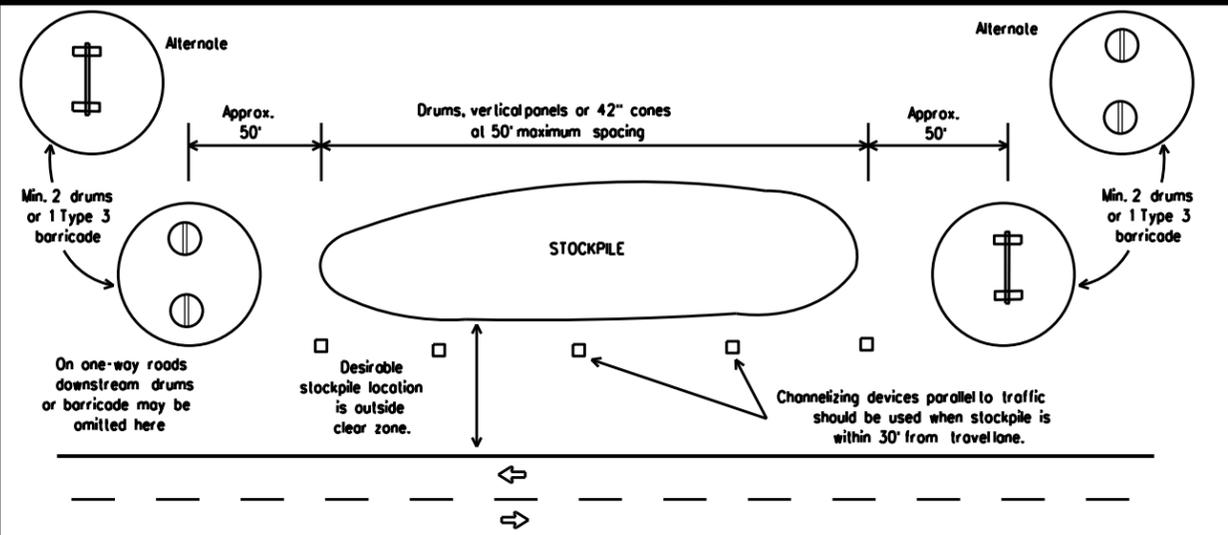
Barricades shall NOT be used as a sign support.



TYPICAL STRIPING DETAIL FOR BARRICADE RAIL

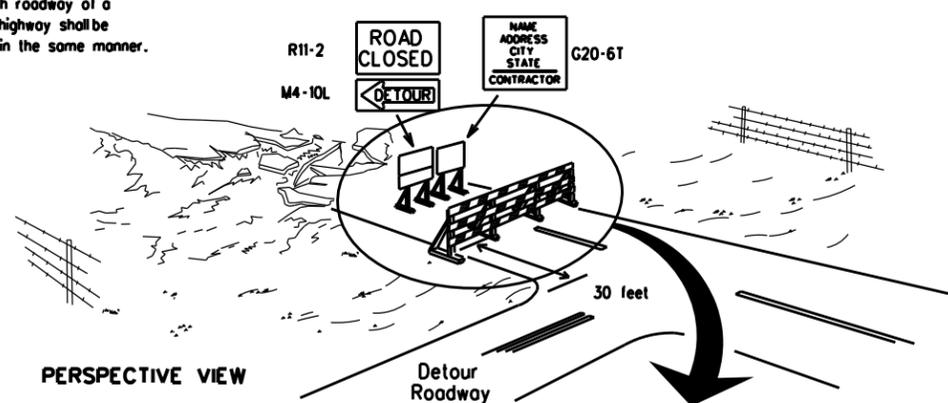


TYPICAL PANEL DETAIL FOR SKID OR POST TYPE BARRICADES



TRAFFIC CONTROL FOR MATERIAL STOCKPILES

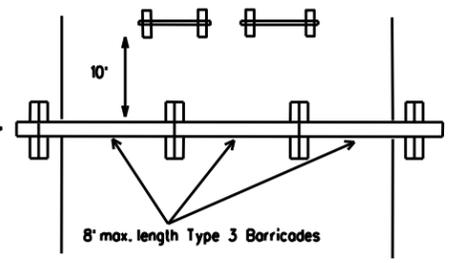
Each roadway of a divided highway shall be barricaded in the same manner.



PERSPECTIVE VIEW

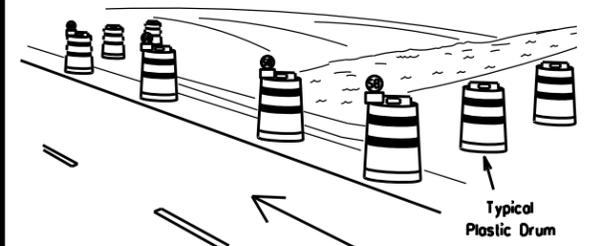
The three rails on Type 3 barricades shall be reflectorized orange and reflective white stripes on one side facing one-way traffic and both sides for two-way traffic. Barricade striping should slant downward in the direction of detour.

1. Signs should be mounted on independent supports at a 7 foot mounting height in center of roadway. The signs should be a minimum of 10 feet behind Type 3 Barricades.
2. Advance signing shall be as specified elsewhere in the plans.

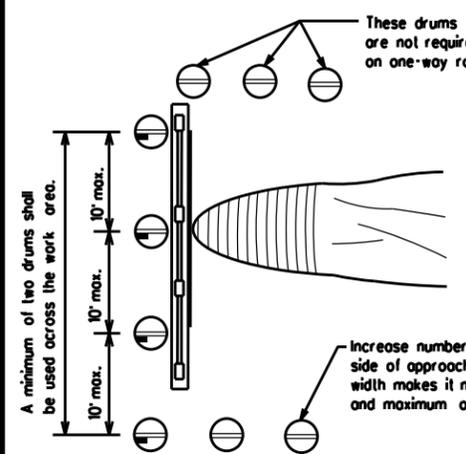


PLAN VIEW

TYPE 3 BARRICADE (POST AND SKID) TYPICAL APPLICATION



PERSPECTIVE VIEW

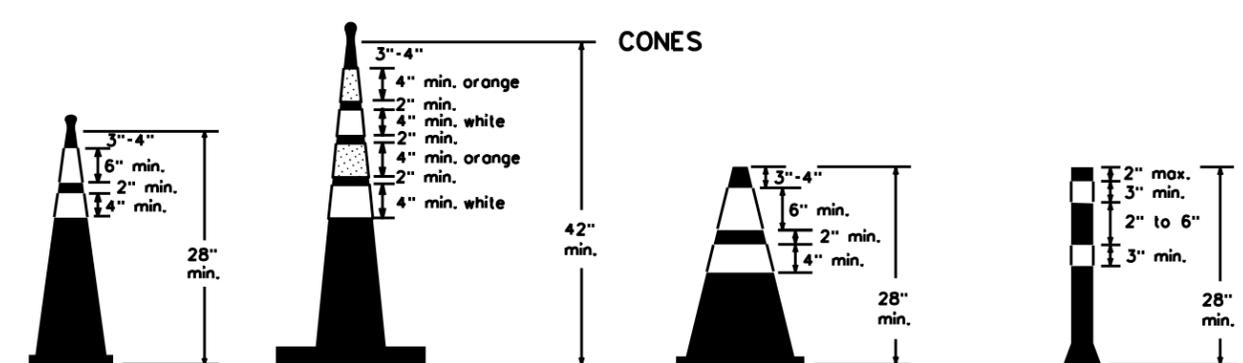


PLAN VIEW

CULVERT WIDENING OR OTHER ISOLATED WORK WITHIN THE PROJECT LIMITS

1. Where positive redirection capability is provided, drums may be omitted.
2. Plastic construction fencing may be used with drums for safety as required in the plans.
3. Vertical Panels on flexible support may be substituted for drums when the shoulder width is less than 4 feet.
4. When the shoulder width is greater than 12 feet, steady-burn lights may be omitted if drums are used.
5. Drums must extend the length of the culvert widening.

LEGEND	
	Plastic drum
	Plastic drum with steady burn light or yellow warning reflector
	Steady burn warning light or yellow warning reflector



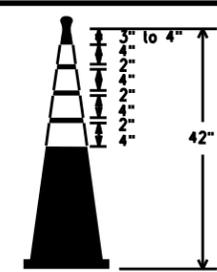
Two-Piece cones

One-Piece cones

Tubular Marker

28" Cones shall have a minimum weight of 9 1/2 lbs.
 42" 2-piece cones shall have a minimum weight of 30 lbs. including base.

THIS DEVICE SHALL NOT BE USED ON PROJECTS LET AFTER MARCH 2014.



EDGELINE CHANNELIZER

1. This device is intended only for use in place of a vertical panel to channelize traffic by indicating the edge of the travel lane. It is not intended to be used in transitions or tapers.
2. This device shall not be used to separate lanes of traffic (opposing or otherwise) or warn of objects.
3. This device is based on a 42 inch, two-piece cone with an alternate striping pattern: four 4 inch retroreflective bands, with an approximate 2 inch gap between bands. The color of the band should correspond to the color of the edgeline (yellow for left edgeline, white for right edgeline) for which the device is substituted or for which it supplements. The reflectorized bands shall be retroreflective Type A conforming to Departmental Material Specification DMS-8300, unless otherwise noted.
4. The base must weigh a minimum of 30 lbs.

BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES

BC(10)-14

FILE: bc-14.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
© TxDOT November 2002	CONT	SECT	JOB	HIGHWAY
REVISIONS				
9-07 8-14				
7-13	DIST	COUNTY	SHEET NO.	
			14	

1. Traffic cones and tubular markers shall be predominantly orange, and meet the height and weight requirements shown above.
2. One-piece cones have the body and base of the cone molded in one consolidated unit. Two-piece cones have a cone shaped body and a separate rubber base, or ballast, that is added to keep the device upright and in place.
3. Two-piece cones may have a handle or loop extending up to 8" above the minimum height shown, in order to aid in retrieving the device.
4. Cones or tubular markers used at night shall have white or white and orange reflective bands as shown above. The reflective bands shall have a smooth, sealed outer surface and meet the requirements of Departmental Material Specification DMS-8300 Type A.
5. 28" cones and tubular markers are generally suitable for short duration and short-term stationary work as defined on BC(14). These should not be used for intermediate-term or long-term stationary work unless personnel is on-site to maintain them in their proper upright position.
6. 42" two-piece cones, vertical panels or drums are suitable for all work zone durations.
7. Cones or tubular markers used on each project should be of the same size and shape.

Bid Items
Polymer-Modified Emulsified Asphalt Surface Treatment and Striping – Juvenile Justice Center Parking Lot
Williamson County - Texas

ITEM	NO	DESCRIPTION	UNITS	QUANTITY	Unit Price	Cost
500	6001	MOBILIZATION	LS	1		
666	6302	RE PM W/RET REQ TY I (W)4"(SLD)(090MIL)	LF	6710		
666	6170	REFL PAV MRK TY II (W) 4" (SLD)	LF	6710		
666	6223	RE PM TY II(ACC PRK)(WHT)(SYMBOL ONLY)	EA	18		
666	XXXX	REFL PAV MRK TY II (R) (SLD) 6"	LF	7117		
XXXX	XXXX	POLYMER-MODIFIED EMULSIFIED ASPHALT SURFACE TREATMENT	GAL	13726		
Total Cost						



Agreement for Construction Services

This Agreement (“Agreement”) between Williamson County, Texas, a political subdivision of the State of Texas (“Owner”) and _____ (“Contractor”) is entered into in accordance with the following terms and conditions:

ARTICLE 1 SCOPE OF WORK: The Owner desires to retain Contractor to provide the construction services described herein. The Contractor shall have the overall responsibility for and shall provide complete construction services and furnish all materials, equipment, tools and labor as necessary or reasonably inferable to complete the following described construction services, or any phase of such services, in accordance with the Owner’s requirements and the terms of this Agreement (hereinafter collectively referred to as the “Work”):

As described in the IFB Solicitation # 1705-164, Juvenile Justice Center Parking Lot Fog Seal; including the specifications set forth therein, which is incorporated herein as if copied in full.

ARTICLE 2 CONTRACT PRICE: Owner agrees to pay to the Contractor, for the satisfactory performance of the Work, the not-to-exceed amount of _____ (\$_____) in accordance with the terms and conditions of this Agreement.

ARTICLE 3 PLANS AND SPECIFICATIONS: The Work shall be performed pursuant to and in accordance with the following described plans and specifications, as well as any revisions made thereto:

As described in the IFB Solicitation # 1705-164, including the specifications set forth therein, which is incorporated herein as if copied in full.

Additional Work: Should Owner choose to add additional work, such additional work shall be described in a separate written amendment to this Agreement wherein the additional work shall be described and the parties shall set forth the amount of compensation to be paid by Owner for the additional work. Contractor shall not begin any additional work and Owner shall not be obligated to pay for any additional work unless a written amendment to this Agreement has been signed by both parties.

ARTICLE 4 SUBSTANTIAL AND FINAL COMPLETION:

4.1 Commencement of Work. Contractor shall commence the Work upon instruction to do so from the Owner and Construction shall be deemed to have commenced on the date of such instruction.

4.2 Substantial Completion. “Substantial Completion” means the stage in the progress of the Work when the Work, or designated portions thereof, may still require minor modifications or adjustments but, in the Owner’s opinion, the Work has progressed to the point such that all parts of the Work under consideration are fully operational and usable for intended purposes, as evidenced by a Certificate of Substantial Completion approved by the Owner. If a Certificate of Occupancy is required by public authorities having jurisdiction over the Work, said certificate shall be issued before the Work or any portion thereof is considered substantially complete. When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall notify Owner’s Designated Representative (sometimes referred to as the “ODR”) and request a determination as to whether the Work or designated portion thereof is substantially complete. If the ODR does not consider the Work substantially complete, the ODR will notify the Contractor giving reasons therefore. Failure on the Owner’s part to list a reason does not alter the responsibility of the Contractor to complete all Work in accordance with the terms of this Agreement. After satisfactorily completing items identified by Owner’s Designated Representative, the Contractor shall then submit another request for the ODR to determine Substantial Completion. If The ODR considers the Work substantially complete, The ODR will prepare and deliver a certificate of Substantial Completion which shall establish the date of Substantial Completion, shall include a punch list of items to be completed or corrected before final completion and final payment, shall establish the time within which the Contractor shall finish the punch list, and shall establish responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work, warranty and insurance. Failure to include an item on the punch list does not alter the responsibility of the Contractor to complete all Work in accordance with the terms and conditions of this Agreement. The certificate of Substantial Completion shall be signed by the Owner and the Contractor to evidence acceptance of the responsibilities assigned to them in such certificate.

Substantial Completion (as defined in this agreement) for all stages of the Work shall be achieved on or before the following Substantial Completion date:

DATE FOR SUBSTANTIAL COMPLETION: TBD

Under no circumstances will the time for Substantial Completion exceed this date without a written amendment to this Agreement. **THE TIMES SET FORTH IN THE CONSTRUCTION DOCUMENTS ARE AN ESSENTIAL ELEMENT OF THE AGREEMENT. TIME LIMITS STATED IN THE CONTRACT DOCUMENTS ARE OF THE ESSENCE OF THIS AGREEMENT.**

4.3 Final Completion. The Work shall be fully and finally completed **on or before TBD**; provided, however, Owner may extend said time period in the event bad weather affects the progress of the Work. Owner shall, at its sole discretion, determine when the Work has been fully and finally completed to its satisfaction.

4.4 Liquidated Damages. For each consecutive calendar day after the date of Substantial Completion that the Work is not Substantially Complete, the Owner may deduct the amount of **Two Hundred Dollars per day (\$200/day)** from any money due or that becomes due the Contractor, not as a penalty but as liquidated damages representing the parties' estimate at the time of contract execution of the damages that the Owner will sustain for late completion. The parties stipulate and agree that calculating Owner’s actual damages for late completion of the Work would be impractical, unduly burdensome, and cause unnecessary delay and that the amount of daily liquidated damages set forth is reasonable.

ARTICLE 5 PAYMENT:

Contractor shall have a duty to submit to the ODR by the end of each month a statement showing the total value of the Work performed during such month. The statement shall also include the value of all sound materials delivered on the Work site and to be included in the Work and all partially completed Work, whether bid as a lump sum or a unit item, which in the opinion of the ODR is acceptable. The ODR shall examine and approve or modify and approve such statement. The Owner shall then pay the Contractor pursuant to Chapter 2251 of the Texas Government Code (“Texas Prompt Payment Act”), as set forth in Article 11.1 of this Agreement, the total amount of the approved statement less all previous payments and all further sums that may be retained by the Owner under the terms of this Agreement or under the law. **Statements are not considered “received” until reviewed by the ODR and an approved statement is submitted to the Williamson County Auditor’s Office; therefore, Contractor must ensure timely delivery of statements for review and processing.**

At any time following the completion of all Work, including all punch list items, cleanup, and the delivery of record documents, the Contractor shall submit a certified application for final payment, including all sums held as retainage if any, to the ODR for its review and approval. Contractor shall submit, prior to or with the application for final payment, final copies of all close out documents, including maintenance and operating instructions, guarantees and warranties, certificates, and all other items required by this Agreement. Contractor shall also submit consent of surety to final payment, an affidavit that all payrolls, bills for materials and equipment, subcontracted work and other indebtedness connected with the Work, except as specifically noted, have been paid or will be paid or otherwise satisfied within the period of time required by Chapter 2251, Texas Government Code. Contractor shall furnish documentation establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of claims arising out of the Agreement. Owner is entitled to rely upon this affidavit and the Contractor may not submit a claim on behalf of a subcontractor or vendor if that claim has not been noted as an exception in the affidavit.

Owner may deduct from the final payment all sums due from Contractor for any reason, Liquidated Damages and all other deductions authorized by this Agreement.

Final payment shall constitute a waiver of all claims by the Contractor except those specifically identified in writing and submitted to the ODR prior to the application for final payment. Provided, however, that the Work shall not be deemed fully performed by the Contractor and closed until the expiration of all warranty periods.

ARTICLE 6 CONTRACTOR’S GENERAL RESPONSIBILITIES AND COVENANTS:

6.1 Contractor shall perform all services specifically allocated to it hereunder, as well as those services reasonably inferable and necessary for completion of the Work. The Contractor shall keep the Owner informed of the progress and quality of the Work. Contractor agrees and acknowledges that Owner is entering into this Agreement in reliance on Contractor's represented expertise and ability to provide the Work described in this Agreement. Contractor agrees to use its best efforts, skill, judgment, and abilities to perform its obligations in accordance with the highest standards used in the profession and to further the interests of Owner in accordance with Owner’s requirements and procedures.

6.2 Contractor's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the Owner nor shall the Contractor be released from any liability by reason of such approval by the Owner, it being understood that the Owner at all times is ultimately relying upon the Contractor's skill and knowledge in performing the services required hereunder.

6.3 Contractor is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The safety program shall comply with all applicable requirements of the current federal Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations.

6.4 Contractor shall be an independent contractor under this Agreement and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions in this agreement which may appear to give Owner the right to direct Contractor as to details of doing the Work herein covered or to exercise a measure of control over the Work shall be deemed to mean that Contractor shall follow the desires of Owner in the results of the Work only. Owner shall not retain or have the right to control the Contractor's means, methods or details pertaining to the Contractor's performance of the Work described herein, nor shall Owner have the power to direct the order in which Contractor's Work is performed under this agreement. Owner and Contractor hereby agree and declare that Contractor is an Independent Contractor and as such meets the qualifications of an Independent Contractor under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, that the Contractor is not an employee of Owner for purposes of this Agreement, and that the Contractor and its employees, agents and sub-subcontractors shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by Owner.

6.5 As part of Contractor obligation to coordinate the Work, Contractor shall:

- a. cooperate with the ODR and endeavor to further the interests of the Owner and the Work;
- b. provide an on-site, full-time superintendent for the duration of the Work;
- c. visit the Work site and inspect the existing facilities, systems and conditions to insure an accurate understanding of the existing conditions as required;
- d. at Owner's request, attend public meetings and hearings concerning the development of the Work;
- e. review all drawings, specifications, and other plans as they are developed by the Owner and/or its architect and advise Owner of any error, inconsistency or omission discovered in the drawings, specifications, and other plans;
- f. review the drawings, specifications, and other plans for compliance with all applicable laws and code requirements;
- g. advise Owner of any tests that should be performed;
- h. organize and maintain a competent, full-time staff at the Work site with clearly defined lines of authority and communication as necessary to coordinate construction activities, monitor and direct progress of the Work;
- i. attend Owner's regularly scheduled Work progress meetings and fully advise the ODR of the Work status including schedule, costs, quality and changes;
- j. assist Owner in obtaining building permits and obtain special permits for permanent improvements as required by law; and
- k. shall coordinate, monitor and inspect the Work of subcontractors to ensure conformance with the drawings, specifications, other plans and with the terms of this Agreement.

6.6 Contractor shall identify every subcontractor it intends to use for the Work to the Owner in writing at least ten (10) days before entering into any subcontract. Contractor shall not use any subcontractor to which Owner has a reasonable objection. If Owner does not object to a particular subcontractor with said ten (10) days, such subcontract may be considered acceptable to Owner. Following Owner's acceptance of a subcontractor, that subcontractor shall not be changed without Owner's written consent, which shall not be unreasonably withheld.

6.7 Contractor's designated representative, which is set forth below Contractor's signature herein below, shall be responsible for the day-to-day management of the Work on behalf of Contractor. The designated representative shall be the Owner's primary contact during the Work and shall be available as required for the benefit of the Work and the Owner. The contractor's designated representative shall be authorized to act on behalf of and bind the Contractor in all matters related to the Work including, but not limited to, execution of Change Orders.

6.8 NO ALTERATIONS OR CHANGES SHALL BE MADE, HOWEVER, EXCEPT UPON THE WRITTEN ORDER OF THE OWNER, OR THE ODR.

6.9 Contractor shall promptly correct any defective Work at Contractor's sole expense, unless the Owner specifically agrees, in writing, to accept the Work.

6.10 Contractor shall maintain and deliver the close out documents that describe changes or deviations from the original drawings, specifications and plans that occurred during construction and that reflect the actual "As Built" conditions of the completed Work.

COMMISSIONING AND WARRANTY RESPONSIBILITIES

6.11 Contractor shall provide commissioning, starting and check-out services for the systems installed as a part of the Work prior to completion and acceptance. Operation manuals and instructions will be provided to the Owner, the systems will be demonstrated and training provided to Williamson County's operators upon completion and prior to acceptance.

6.12 Contractor hereby warrants that the materials and equipment provided for the Work will be of good quality and new unless otherwise required or permitted by the Owner; that the construction will be free from faults and defects; and that the construction will conform with the requirements of the plans, specifications, drawings and the terms of this Agreement.

6.13 Contractor shall provide warranty services for the Work for a full **12 months** (30 months for Work involving mechanical services, if any) following Final Completion and final payment. Just before the warranty period expires, Contractor shall attend an on-site meeting with the Owner to ensure that all warranty issues have been identified and properly remedied.

ARTICLE 7 OWNER'S RESPONSIBILITIES

7.1 The Owner shall:

- a. provide the general schedule for the Work provided Owner is of the opinion such schedule is necessary. The general schedule will set forth the Owner's plan for milestone dates and completion of the Work;
- b. identify a person as its ODR who is authorized to act in the Owner's behalf with respect to the Work. The ODR shall examine the documents submitted by the Contractor and shall render decisions on behalf of the Owner to the extent allowed by Texas law;

- c. at Owner’s cost, will secure the services of surveyors, soils engineers, existing facility surveys, testing and balancing, environmental surveys or other special consultants to develop such additional information as may be necessary for the design or construction of the Work;
- d. furnish required information and services and shall render approvals and decisions as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Contractor's services and of the Work;
- e. shall have the right to reject any defective Work. Should Contractor refuse or neglect to correct any such Work within a reasonable time after notice, Owner may have the Work corrected and recover all expenses incurred from Contractor on demand; and
- f. Owner shall furnish to the Contractor a sufficient number of plans, drawings and specifications sets.

ARTICLE 8 INSURANCE AND INDEMNITY

8.1 Insurance. The Contractor shall carry insurance in the types and amounts indicated below for the duration of the Agreement, which shall include items owned by Owner in the care, custody and control of Contractor prior to and during construction. Contractor must also complete and file the declaration pages from the insurance policies with Owner whenever a previously identified policy period expires during the term of the Agreement, as proof of continuing coverage. Contractor shall update all expired policies prior to submission of any payment requests hereunder. Failure to update policies shall be reason for payment to be withheld until evidence for renewal is provided to the Owner.

8.1.1 The Contractor shall provide and maintain, until the Work covered in this Agreement is completed and accepted by the Owner, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to Owner.

Type of Coverage	Limits of Liability	
a. Worker's Compensation	Statutory	
b. Employer's Liability		
Bodily Injury by Accident	\$500,000 Ea. Accident	
Bodily Injury by Disease	\$500,000 Ea. Employee	
Bodily Injury by Disease	\$500,000 Policy Limit	
c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:		
	PER PERSON	PER OCCURRENCE
Comprehensive General Liability <i>(including premises, completed operations and contractual)</i>	\$ 1,000,000	\$ 1,000,000
Aggregate policy limits:	\$1,000,000	

- d. Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury (including death)	\$1,000,000	\$1,000,000
Property damage	\$1,000,000	\$1,000,000
Aggregate policy limits	No aggregate limit	

- e. Builder's Risk Insurance
(*all risks*)

An all risks policy shall be in the amount equal at all times to 100% of the Contract Sum. The policy shall include coverage for loss or damage caused by certified acts of terrorism as defined in the Terrorism Risk Insurance Act. The policy shall be issued in the name of the Contractor and shall name his Subcontractors as additional insureds. The Owner shall be named as a loss payee on the policy. The builders risk policy shall have endorsements as follow:

1. This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises. If off-site storage is permitted, coverage shall include transit and storage in an amount sufficient to protect property being transported or stored.
2. For renovation projects and or portions of work contained within an existing structure, the Owner waives subrogation for damage by fire to existing building structure(s), if the Builder's Risk Policy has been endorsed to include coverage for existing building structure(s) in the amount described in the Special Conditions. However, Contractor shall not be required to obtain such an endorsement unless specifically required by the Special Conditions., in this Agreement. The aforementioned waiver of subrogation shall not be effective unless such endorsement is obtained.

- f. Umbrella coverage in the amount of not less than \$1,000,000.

8.1.2 The above insurance requirements are not intended to be compounded with the Contractor's standing insurance policies. If the Contractor already has in force insurance policies which provide the required coverage, there is no need to purchase duplicate coverage for this Work.

8.1.3 Policies must include the following clauses, as applicable.

- a. "This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice, or ten (10) days for non-payment of premium, has been given to Williamson County."
- b. "It is agreed that the Contractor's insurance shall be deemed primary with respect to any insurance or self insurance carried by Williamson County for liability arising out of operations under the Agreement with Williamson County."
- c. "Williamson County, its officials, directors, employees, representatives, and volunteers are added as additional insured as respects operations and activities of, or on behalf of the named insured performed under Agreement with the Owner." This is not applicable to the workers' compensation policy.
- d. "The workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of Williamson County."

8.1.4 Workers' Compensation Insurance Coverage:

In the event that Contractor employs any individual to perform any portion of the Work, Contractor shall comply with Texas Labor Code, §406.096, which requires workers' compensation insurance coverage for all employees providing services on a building or construction project for a governmental entity.

a. Definitions:

(1) Certificate of Coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the Duration of the Work.

(2) Duration of the Work - includes the time from the beginning of the Work until the Work has been completed and accepted by the Owner.

(3) Coverage – Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).

(4) Persons providing services relating to the Work ("subcontractor") - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform the Work, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services in relation to the Work. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the Work, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

b. The Contractor shall provide Coverage, based on proper reporting of classification codes and payroll amounts and filing of any Coverage agreements, which meets the statutory requirements of Texas labor Code, §401.011(44) for all employees of the Contractor providing services in relation to the Work, for the Duration of the Work.

c. The Contractor must provide a Certificate of Coverage to the Owner prior to or contemporaneously with the execution of this Agreement.

- d. If the Coverage period shown on the Contractor's current Certificate of Coverage ends during the Duration of the Work, the Contractor must, prior to the end of the Coverage period, file a new Certificate of Coverage with the Owner showing that Coverage has been extended.
- e. The Contractor shall obtain from each person providing services in relation to the Work, and provide to the Owner:
- (1) a Certificate of Coverage, prior to that person beginning any of the Work, so the Owner will have on file Certificates of Coverage showing Coverage for all persons providing services in relation to the Work; and
 - (2) no later than seven days after receipt by the Contractor, a new Certificate of Coverage showing extension of Coverage, if the Coverage period shown on the current Certificate of Coverage ends during the Duration of the Work.
- f. The Contractor shall retain all required Certificates of Coverage for the Duration of the Work and for one year thereafter.
- g. The Contractor shall notify the Owner in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of Coverage of any person providing services in relation to the Work.
- h. The Contractor shall post on the Work site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services in relation to the Work that they are required to be covered, and stating how a person may verify Coverage and report lack of Coverage.
- i. By signing this Agreement or providing or causing to be provided a Certificate of Coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services in relation to the Work and all persons providing services in relation to the Work will be covered by workers' compensation coverage for the Duration of the Work, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- j. The Contractor's failure to comply with any of these provisions is a breach of Agreement by the Contractor which entitles the Owner to declare the Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

8.1.5 The furnishing of the above listed insurance coverage must be tendered prior to execution of the Agreement, and in no event later than ten (10) calendar days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.

8.1.6 The Contractor shall not cause or allow any of its required insurance to be canceled, nor permit any insurance to lapse during the term of the Agreement or as required in the Agreement. If the Contractor fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

8.1.7 The Owner reserves the right to review the insurance requirements set forth in this Article during the effective period of the Agreement and to make reasonable adjustments to the insurance coverage and their limits when deemed necessary and prudent by the Owner based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.

8.1.8 The Owner shall be entitled, upon request, and without expense, to receive complete copies of the policies with all endorsements and may make any reasonable requests for deletion, or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon the Parties or the underwriter of any of such policies. Damages caused by the Contractor and not covered by insurance shall be paid by the Contractor.

8.1.9 Contractor shall be responsible for payment of premiums for all of the insurance coverages required under this Agreement. Contractor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Contractor is responsible hereunder, Contractor shall be solely responsible for all deductibles and self-insured retentions. **Any deductibles or self-insured retentions over \$50,000 in the Contractor's insurance must be declared and approved in writing by Owner in advance.**

8.1.10 The Contractor shall contractually require each person or entity with whom it contracts to provide services in relation to the Work, to comply with each and every insurance requirement that Contractor must comply with hereunder. More specifically, each person or entity with whom Contractor contracts to provide services on the in relation to the Work must comply with each insurance requirement under this Article 8 just as if such person or entity was the Contractor. Thus, every reference to Contractor under each insurance requirement of this Article 8 shall mean and include each person or entity with whom Contractor contracts to provide services in relation to the Work. If any such person or entity with whom Contractor contracts to provide services in relation to the Work fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

8.2 INDEMNITY.

8.2.1 INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE CONTRACTOR SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF OWNER'S CHOOSING), AND HOLD HARMLESS OWNER, AND OWNER'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE CONTRACTOR, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. CONTRACTOR HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

8.2.2 INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF OWNER'S CHOOSING), AND HOLD HARMLESS OWNER, AND OWNER'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF CONTRACTOR OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

8.3 Except for the obligation of Owner to pay Contractor the Contract Price pursuant to the terms of this Agreement, and to perform certain other obligations pursuant to the terms and conditions explicitly set forth herein, Owner shall have no liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement. Notwithstanding any obligation or liability of Owner to Contractor, no present or future partner or affiliate of Owner or any agent, officer, director, or employee of Owner, Williamson County, or of the various departments comprising Williamson County, or anyone claiming under Owner has or shall have any personal liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement.

ARTICLE 9 BONDS

9.1 Performance Bond. Upon execution of this Agreement, Contractor shall provide a Performance Bond in the amount of 100% of the Contract Price. The surety for a Performance Bond shall meet the requirements of Texas law.

9.2 Payment Bond. Upon execution of this Agreement, Contractor shall provide a Payment Bond in the amount of 100% of the Contract Price, as security for the true and faithful payment in full of all subcontractors and persons performing labor, services, materials, machinery, and fixtures in connection with the Work. The surety for a Payment Bond shall meet the requirements of Texas law.

9.3 Warranty Bond. Upon execution of this Agreement, Contractor shall provide a Warranty Bond in the amount of 20% of the Contract Price, as security for the true and faithful performance of all warranties set forth in Bid Documents and this Agreement.

ARTICLE 10 TERMINATION

10.1 Termination for Cause. If either party commits an Event of Breach (a breach of any of the covenants, terms and/or conditions of this Agreement), the non-breaching party shall deliver written notice of such Event of Breach to the breaching party. Such notice must specify the nature of the Event of Breach and inform the breaching party that unless the Event of Breach is cured within three (3) business days of receipt of the notice, additional steps may be taken to terminate this Agreement. If the breaching party begins a good faith attempt to cure the Event of Breach within three (3) business days, then and in that instance, the three (3) business day period may be extended by the non-breaching party, so long as the breaching party continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the Event of Breach. If, in the opinion of the non-breaching party, the breaching party does not cure the breach within three (3) business days or otherwise fails to make any diligent attempt to correct the Event of Breach, the breaching party shall be deemed to be in breach and the non-breaching party may, in addition to seeking the remedies available hereunder and under the law, terminate this Agreement.

10.2 Termination for Convenience. The Owner may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to Contractor. In the event of such termination, it is understood and agreed that only the amounts due to Contractor for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Owner's termination of this Agreement for convenience.

ARTICLE 11 MISCELLANEOUS PROVISIONS

11.1 Interest and Late Payments. Except as otherwise specifically set forth herein, Owner's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Interest charges for any overdue payments shall be paid by Owner in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Owner's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

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

11.2 Assignment; Successors and Assigns. This Agreement is a personal service contract for the services of Contractor, and Contractor's interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.

11.3 Captions. The captions of paragraphs in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

11.4 Governing Law and Venue. This Agreement and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without reference to its conflicts of law provisions. Williamson County where the Work site is located shall be the sole place of venue for any legal action arising from or related to this Agreement or the project in which the Owner is a party.

11.5 Waivers. No delay or omission by either party in exercising any right or power arising from non-compliance or failure of performance by the other party with any of the provisions of this Agreement shall impair or constitute a waiver of any such right or power. A waiver by either party of any covenant or condition of this Agreement shall not be construed as a waiver of any subsequent breach of that or of any other covenant or condition of the Agreement.

11.6 Interpretation. In the event of any dispute over the meaning or application of any provision of the Contract Documents, the Contract Documents shall be interpreted fairly and reasonably, and neither more strongly for or against any party, regardless of the actual drafter of the Contract Documents.

11.7 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

11.8 Appointment. Owner hereby expressly reserves the right from time to time to designate by notice to Contractor a representative(s) to act partially or wholly for Owner in connection with the performance of Owner's obligations. Contractor shall act only upon instructions from the designated representative(s) unless otherwise specifically notified to the contrary.

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

11.10 Severability. Should any term or provision of this Agreement be held invalid or unenforceable in any respect, the remaining terms and provisions shall not be affected and this Agreement shall be construed as if the invalid or unenforceable term or provision had never been included.

11.11 No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to Owner, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Owner does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

11.12 Current Revenues. Under Texas law, a contract with a governmental entity that contains a claim against future revenues is void; therefore, each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

11.13 Compliance with Laws. Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, Contractor shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

11.14 Sales and Use Tax Exemption. Owner is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. § 151.309, as amended.

11.15 Texas Public Information Act. To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 *et seq.*, as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that Owner, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any information or data furnished to Owner whether or not the same are available to the public. It is further understood that Owner, its officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Owner, its officers and employees shall have no liability or obligation to Contractor for the disclosure to the public, or to any person or persons, of any software or a part thereof, or other items or data furnished to Owner by Contractor in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

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

11.17 Equal Opportunity in Employment. The parties to this Agreement agree that during the performance of the services under this Agreement they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The parties to this Agreement will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.

11.18 Reports of Accidents. Within 24 hours after Contractor becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Contractor), whether or not it results from or involves any action or failure to act by the Contractor or any employee or agent of the Contractor and which arises in any manner from the performance of this Agreement, the Contractor shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Contractor shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Contractor, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Contractor's performance of work under this Agreement.

11.19 Relationship of the Parties. Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

11.20 Appropriation of Funds by Owner. Owner believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. Contractor understands and agrees that the Owner's payment of amounts under this Agreement is contingent on the Owner receiving appropriations or other expenditure authority sufficient to allow the Owner, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement.

11.21 Execution in Counterparts. This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which together shall constitute one and the same document.

11.22 Entire Agreement. This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement. **NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE OWNER HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.**

BY SIGNING BELOW, the Parties have executed and bound themselves to this Agreement to be effective as of the date of the last party's execution hereof (Effective Date).

OWNER:

CONTRACTOR:

WILLIAMSON COUNTY, TEXAS,
a political subdivision of the state of Texas

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Party Representatives

Owner's Designated Representative ("ODR"):

Contractor's Designated Representative:

Phone _____

Phone _____

Fax _____

Fax _____

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
 (*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.

CONFLICT OF INTEREST QUESTIONNAIRE		Form CIQ
For vendor or other person doing business with local governmental entity		
<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>		<p>OFFICE USE ONLY</p> <p>Date Received</p> <div style="border: 1px solid black; width: 100px; height: 20px; margin: 5px auto;"></div>
1	<p>Name of person doing business with local governmental entity.</p> <div style="border: 1px solid black; width: 100%; height: 20px; margin-top: 5px;"></div>	
2	<p>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; width: 100%; height: 100px; margin-top: 10px; position: relative;"> <div style="position: absolute; right: 0; top: 0; width: 20px; height: 20px; text-align: center; line-height: 20px;">5</div> <div style="position: absolute; right: 0; bottom: 0; width: 20px; height: 20px; text-align: center; line-height: 20px;">6</div> </div>	
4	<p>Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.</p> <div style="border: 1px solid black; width: 100%; height: 100px; margin-top: 10px; position: relative;"> <div style="position: absolute; right: 0; top: 0; width: 20px; height: 20px; text-align: center; line-height: 20px;">5</div> <div style="position: absolute; right: 0; bottom: 0; width: 20px; height: 20px; text-align: center; line-height: 20px;">6</div> </div>	

<h2 style="margin: 0;">CONFLICT OF INTEREST QUESTIONNAIRE</h2> <p style="margin: 0;">For vendor or other person doing business with local governmental entity</p>		<p>Form CIQ Page 2</p>
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="border: 1px solid black; width: 100%; height: 20px; margin-bottom: 5px;"></div>	<div style="border: 1px solid black; width: 100%; height: 20px; margin-bottom: 5px;"></div>
	Signature of person doing business with the governmental entity	Date
<p>Signature not required if completing in BIDSYNC electronically.</p>		

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:

<input type="text"/>	5
<input type="text"/>	6

Reference 2

Client Name:

Location:

Contact Name:

Title:

Phone:

E-mail

Contract Date To:

Contract Date From:

Contract Value: \$

Scope of Work:

<input type="text"/>	5
<input type="text"/>	6

Reference 3

Client Name:

Location:

Contact Name:

Title:

Phone:

E-mail

Contract Date To:

Contract Date From:

Contract Value: \$

Scope of Work:

Question and Answers for Bid #1705-164 - Juvenile Justice Center Parking Lot Fog Seal

Overall Bid Questions

There are no questions associated with this bid.

Commissioners Court - Regular Session

29.

Meeting Date: 05/23/2017

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: 05/18/2017

Reviewed By

Wendy Coco

Date

05/18/2017 11:59 AM

Started On: 05/18/2017 11:15 AM

Commissioners Court - Regular Session

30.

Meeting Date: 05/23/2017

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: 05/18/2017

Reviewed By

Wendy Coco

Date

05/18/2017 11:59 AM
Started On: 05/18/2017 11:15 AM