NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONER'S COURT
JUNE 13TH, 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 – 13)

5. Discuss, consider and take appropriate action on a line item transfer for the PR Bond office.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0409-004998	Non Dept/Contingencies	$720
To	0100-0476-003006	PR Bond/Office Equip	$720

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0503-004500	Maintenance Contracts	$2,000.00
To	0100-0503-004541	Vehicle Repairs & Maintenance	$2,000.00

7. Discuss, consider and take appropriate action on a Line Item transfer For Veteran Services.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0405-003006	Office Equipment	856.15
To	0100-0405-003010	Computer Equipment	856.15

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

9. Discuss, consider and take appropriate action on authorizing the disposal of various county assets through auction including (5) File Cabinets, (3) Chairs, (1) Calculator, (2) Office partitions, (1) Desk, (1) Microwave, (1) Paper Shredder, (1) 2008 John Deere CX15 (see attached lists) pursuant to Tx. Local Gov't code 263.152.

10. Discuss, consider and take any appropriate action regarding approval and receipt of the MOU and Standard Agreement with Block House Municipal Utility District regarding off-duty contracting of County Sheriff Deputies.

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

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

13. Discuss, consider and take appropriate action on approval of the revised plat for Lot 14 of the the Wild Country Ranch subdivision - Pct 2.

REGULAR AGENDA

14. Discuss, consider, and take appropriate action on a Proclamation recognizing June 19, 2017 as Juneteenth – Texas Emancipation Day in Williamson County.

15. Hear presentation from Capital Metro concerning Project Connect.

16. Consider noting there will be no session of Commissioners Court on Tuesday, July 4th, 2017.

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

18. Discuss, consider, and take appropriate action regarding Change Order No. 2 in the amount of $11,553.00 for Pearson Ranch Road Extension, a Road Bond Project in Commissioner Pct. 1.

19. Discuss, consider and take appropriate action on a Supplemental Agreement No. 2 to Agreement for Architectural and Engineering Services between Williamson County and KA Hickman Architects and Interior Designers, LLC for additions to the original Design scope of work in relation to the Williamson County Georgetown Annex Project. The funding for this project is P-325 .

20. Discuss, consider and take appropriate action on a real estate contract with Kimberly Klein and Randy Bedwell for right of way needed on the Seward Junction SE Project (Parcel 9).

21. Discuss, consider and take any appropriate action to set a public hearing pursuant to Tex. Transp. Code § 251.152 regarding proposed street name change in Pct. 3 for Logan's Way to Rocky Top Ranch, including authorization for publication in local newspaper of notice to the public.

22. Discuss and consider approving a salary grievance committee, including alternates.

23. Discuss, consider and take appropriate action on approving the transition of the C & L pay grade charts to the B grade chart.

24. Discuss, consider and take appropriate action on awarding RFP # 1703-149, Cedar Park Tax Office Renovation Project, to the highest scoring proposer, Falkenberg Construction Co. Inc., and authorize County Judge to execute agreement.

25. Discuss, consider and take appropriate action on awarding IFB 1704-160 Hygiene Products for Williamson County Jail to the lowest and best bidder meeting specifications to Amercare Products, Inc.

26. Discuss, consider, and take appropriate action on exempting FirstWatch Solutions, Inc. from the competitive bidding or proposal requirements established by Section 262.024 (a)(7) of the Texas Local Government Code, as the sole source provider of FirstWatch Data Analysis Software System and entering into a Software License Agreement Amendment dated 05/31/17.

27. Discuss, consider and take appropriate action on approving services contract for carpet installation at the Williamson County Health District Georgetown Clinic with Quality Carpets & Floors, in the amount of $ 5,307.50, and authorize the County Judge to sign agreement.

28. Discuss, consider and take appropriate action on a Professional Services Agreement for Training and Traumatic Event Response for the Williamson County Sheriff's Office between Williamson County and Tania Glenn & Associates, PA; and exemption of these services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Tex. Loc. Gov't Code § 262.024(a)(4).

29. Discuss, consider and take appropriate action on approving second extension of Contract for #15IFB119 - Pharmaceuticals & Supplies (option period 07/01/2017 - 06/30/2018) under same contract terms, except for price changes yielding an overall cost decrease, to support operations of the Williamson County Regional Animal Shelter.

30. Discuss, consider and take appropriate action on authorizing Purchasing Agent to advertise and received sealed bids for Milling & Overlay Ronald Reagan Blvd From RM 2338 To SH 195 under IFB # 1705-165.

31. Discuss, consider and take appropriate action on awarding IFB 1704-157, Milling and Overlay for Ronald Reagan Blvd from FM 3405 to RM 2338, to the lowest and best bidder Angel Brothers Enterprises, Ltd., and authorizing the County Judge to execute agreement.

32. Discuss, consider and take appropriate action on authorizing Purchasing agent to advertise and receive sealed proposals for Printing Services under RFP 1705-167.

33. Discuss, consider and take appropriate action on approving the agreement between TAB Products Co. LLC and Williamson County ITS for Records Shelving and Storage Systems services per DIR contract DIR-TSO-2606.

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)."

34. 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

35. 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.
x) Discuss Lost River and Cedar Hollow low water crossing.
y) Discuss Somerset Road Districts No. 3 & 4 reimbursements for acquisition & construction of Reagan Blvd.

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.
k) Discuss possible sale or exchange of property at 350 Exchange Boulevard, Hutto, Texas

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

36. 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

37. 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).

38. 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)

39. Discuss and take appropriate action concerning economic development.

40. Discuss and take appropriate action concerning real estate.

41. 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

42. 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.

43. 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: 06/13/2017

Line Item Transfer

Submitted By: Ashlie Koenig, Budget Office

Department: Budget Office

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for the PR Bond office.

Background

This office had an employee leave who was the only individual in the office with the combination to the safe. Because of this - the safe had to be drilled open and a replacement safe is needed. The PR Bond budget does not show to have funding needed to cover the cost of a new safe.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0409-004998	Non Dept/Contingencies	$720
To	0100-0476-003006	PR Bond/Office Equip	$720

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	06/06/2017 02:25 PM
Form Started By: Ashlie Koenig		Started On: 06/06/2017 12:00 PM
Final Approval Date: 06/06/2017		

Commissioners Court - Regular Session **6.**

Meeting Date: 06/13/2017

Discuss and consider approving a line item transfer for Technology Services

Submitted For: Jay Schade **Submitted By:** Tammy McCulley, Information Technology

Department: Information Technology

Agenda Category: Consent

Information

Agenda Item

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

Background

We need to move funds to cover unexpected vehicle repairs.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0503-004500	Maintenance Contracts	$2,000.00
To	0100-0503-004541	Vehicle Repairs & Maintenance	$2,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	06/08/2017 08:05 AM
Budget Office	Ashlie Koenig	06/08/2017 08:16 AM
Form Started By: Tammy McCulley		Started On: 06/07/2017 09:09 AM
Final Approval Date: 06/08/2017		

Commissioners Court - Regular Session **7.**

Meeting Date: 06/13/2017

Discuss, consider and take appropriate action on Line Item Transfer for Veteran Services.

Submitted For: Donna Harrell **Submitted By:** Donna Harrell, Veteran Services

Department: Veteran Services

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a Line Item transfer For Veteran Services.

Background

Veteran Services needs to acquire a new computer for the Administrative Assistant so that they will not have to share a computer with another employee.We wish to move funds form Office Equipment to Computer equipment. This will facilitate the transfer of paperwork and allow him to take care of necessary requests without having to wait for a computer to become available.
Due to the proposed change in telephone equipment next year, these funds will not be used this year.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0405-003006	Office Equipment	856.15
To	0100-0405-003010	Computer Equipment	856.15

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Rebecca Clemons	06/07/2017 03:31 PM
Vereran Services (Originator)	Wendy Coco	06/09/2017 09:30 AM
Form Started By: Donna Harrell		Started On: 06/07/2017 02:41 PM
Final Approval Date: 06/09/2017		

Commissioners Court - Regular Session **8.**

Meeting Date: 06/13/2017

Compensation Items

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

Department: Human Resources

Agenda Category: Consent

Information

Agenda Item

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

Background

See attached documentation for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Comp Item

Form Review

Inbox	Reviewed By	Date
Human Resources (Originator)	Tara Raymore	06/08/2017 11:56 AM
County Judge Exec Asst.	Wendy Coco	06/08/2017 01:12 PM
Form Started By: Kristy Sutton		Started On: 06/07/2017 03:51 PM
Final Approval Date: 06/08/2017		

Department	PCN	EE ID	Budget Amount	*Requested Amount	Change Amount	% Change	Reason for Change	Available Funds	Earliest Oracle Effective Date
County Attorney	0040	vacant	$74,245.86	$77,542.40	$3,296.54	4.44%	Increase vacant position salary	Unallocated	6/2/2017
District Clerk	9994	vacant	$11,596.00	$11,731.20	$135.20	1.17%	Increase vacant position salary	Unallocated	6/2/2017
Juvenile Services	1136	13847	$34,112.00	$35,476.48	$1,364.48	4.00%	Merit	Unallocated	6/16/2017
Justice of the Peace 4	1015	11930	$33,237.78	$33,902.52	$664.74	2.00%	Merit	Unallocated	6/2/2017
Justice of the Peace 4	1717	13398	$29,410.35	$29,998.55	$588.20	2.00%	Merit	Unallocated	6/2/2017
368th District Court	0103	12953	$66,551.16	$67,216.76	$665.60	1.00%	Merit	Unallocated	6/2/2017
Personal Bond Office	1212	05852	$41,927.60	$41,508.33	-$419.27	-1.00%	Title, Grade change, decrease position salary: PR Bond Officer (B.20) to Admin Specialist (B.17)	Unallocated	6/2/2017
Personal Bond Office	1211	vacant	$30,825.60	$30,600.00	-$225.60	-0.73%	Title change, decrease vacant position salary: Admin Tech PR Bond to Admin Specialist (B.17)	Unallocated	6/2/2017
Personal Bond Office	1706	vacant	$47,730.26	$49,167.00	$1,436.74	3.01%	Title, Grade change, increase vacant position salary: Personal Bond Office Admin (B.26) to Court Admin II (B.24)	Unallocated	6/2/2017

*Amount may vary slightly due to Oracle rounding

Commissioners Court - Regular Session **9.**

Meeting Date: 06/13/2017

Asset Auction 6-13-2017

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 (5) File Cabinets, (3) Chairs, (1) Calculator, (2) Office partitions, (1) Desk, (1) Microwave, (1) Paper Shredder, (1) 2008 John Deere CX15 (see attached lists) pursuant to Tx. Local Gov't code 263.152.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Asset Auction 1

Asset Vehicle 1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	06/08/2017 08:05 AM
Form Started By: Jayme Jasso		Started On: 06/06/2017 11:48 AM
Final Approval Date: 06/08/2017		

FrmAudASCF01 revision 07/2014

Williamson County
Asset Status Change Form

Print Form

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

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

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Filing cabinet, two drawer, rolling, wood grain			Working
1	Filing cabinet, four drawer, black, letter size			Working
1	Desk chair, blue, mid-back			Working
1	Desk chair, gray, high-back			Working
1	Calculator, Victor, model 1240-2			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 31, 2017
Date

Contact Person:

Lisa Moore
Print Name

+1 (512) 943-1623
Phone Number

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

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

Print Name

Signature

Date

Contact Person:

RECEIVED
Print Name

MAY 31 2017
Phone Number

AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

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

Forward to County Auditor's Office

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

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

FrmAudASCF01 revision 07/2014

Williamson County
Asset Status Change Form

Print Form

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

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

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Black 4 drawer filing cabinet			
1	Tan 4 drawer Fire King filing cabinet			
1	Tan 4 drawer Fire King filing cabinet			
2	Office partitions			
1	Reception area desk			

Parties involved:

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

Transferor - Elected Official/Department Head/ Authorized Staff:

Chief Deputy Tim Ryle
Print Name

T Ryle
Signature

Date

Contact Person:

James Carmona
Print Name

+1 (512) 943-1168
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 31 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.

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

FrmAudASCF01 revision 07/2014

Williamson County
Asset Status Change Form

Print Form

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

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Microwave			Non-Working
1	Paper shredder			Non-Working
1	Gray chair			Non-Working

Parties involved:

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

Transferor - Elected Official/Department Head/ Authorized Staff:

Chief Deputy Tim Ryle
Print Name

T Ryle
Signature

Date

Contact Person:

James Carmona
Print Name

+1 (512) 943-1168
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 31 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 _____

Vehicle Status Change

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY: see comments
Comments	Has reached life expectancy
Department	210 - Unified Road Systems
County VIN/Serial Number	W0CX15E006258
Equipment/Door Number	2913
License Plate	n/a
Year	2008
Make	JOHN DEERE
Model	CX15
Elected Official/Department Head/Authorized Staff Digital Signature	✔ Jeff Ivey 5/25/2017 10:22 AM
Department Transfer	
Receiving Department Signature	✘
Budget Office Signature Acknowledgement	✘
To be completed by Fleet Services Manager	
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 5/25/2017 10:36 AM
To be completed by HR - Signature acknowledges that there all paperwork has been received and there are no pending litigations	
Authorizing HR Employee Digital Signature	✔ Heather Kirkwood 5/25/2017 12:06 PM
To be completed by Auditor's Office **Electronic Signature indicates the Vehicle Status Change has been reviewed and approved.**	
Auditor's Authorized Employee Digital Signature	✔ Angela Schmidt 5/26/2017 12:22 PM
To be completed by Purchasing Department	
Purchasing Department Signature Acknowledgement	✔ Jayme Jasso 6/6/2017 11:41 AM

Commissioners Court - Regular Session **10.**

Meeting Date: 06/13/2017

MOU and Standard Agreement with Block House MUD

Submitted For: Robert Chody **Submitted By:** Starla Hall, Sheriff

Department: Sheriff

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take any appropriate action regarding approval and receipt of the MOU and Standard Agreement with Block House Municipal Utility District regarding off-duty contracting of County Sheriff Deputies.

Background

This agreement gives permission for Block House MUD to contract County Deputies in a private capacity and the County to invoice Block House MUD for deputies' vehicle usage. We are updating our agreements since Sheriff Chody took office on January 1st.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

BH Standard Agreement

MOU-BH

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	06/06/2017 02:25 PM
Form Started By: Starla Hall		Started On: 06/06/2017 12:14 PM
Final Approval Date: 06/06/2017		

STATE OF TEXAS	§	**STANDARD AGREEMENT WITH**
	§	**LOCAL GOVERNMENTAL ENTITY**
	§	**REGARDING OFF-DUTY**
	§	**CONTRACTING OF COUNTY**
COUNTY OF WILLIAMSON	§	**SHERIFF DEPUTIES**

This interlocal agreement (hereinafter, the "AGREEMENT") is entered into by and between the local governmental entity set forth on the signature page below (hereinafter, "LGE") in the State of Texas, and Williamson County, Texas (hereinafter, "COUNTY") a political subdivision of the State of Texas, and the Williamson County SHERIFF'S Office set forth on the signature page below (hereinafter, "SHERIFF'S OFFICE").

For and in consideration of the permission given by COUNTY for the LGE to contract in a private capacity DEPUTIES of the SHERIFF'S OFFICE (hereinafter "DEPUTIES"), while DEPUTIES are not on duty with and for the COUNTY, it is hereby agreed as follows:

1. It is mutually agreed that while the DEPUTIES are working for the LGE, the DEPUTIES' primary responsibility is the enforcement of Federal and State laws and COUNTY Ordinances or Regulations to protect life and property and to keep the peace. The DEPUTIES cannot enforce "district policies" or "house rules" of the District. The DEPUTIES shall enforce District Rules and Regulations adopted pursuant to Section 54.205(4) of the Texas Water Code and published in accordance with Sections 54.206 through 54.208 of the Texas Water Code provided that a violation of such District Rules and Regulations also constitutes a crime under the Texas Penal Code. DEPUTIES are at all times subject to the rules and policies of the SHERIFF'S OFFICE. ***LGE expressly acknowledges and agrees that such DEPUTIES are at all times working for LGE when performing services for the LGE.***

2. It is understood by the LGE that the COUNTY shall retain the right to withdraw at any time its permission for the DEPUTIES to work in a private capacity. If the permission of the COUNTY is withdrawn, the LGE agrees to terminate its contractual relationships with DEPUTIES. The LGE, as part of this AGREEMENT, binds itself to release and hold harmless the COUNTY from any liability or claim for damages in the event such permission is withdrawn by the COUNTY.

3. Prior to the beginning of DEPUTIES performing services for the LGE, the LGE shall obtain a comprehensive general liability insurance policy from a company authorized to do business in the State of Texas or equivalent coverage through the Texas Municipal League Intergovernmental Risk Pool with minimum amounts of Ten Thousand Dollars ($10,000) per occurrence for property damage, One Hundred Thousand Dollars ($100,000) per

person, and Three Hundred Thousand Dollars ($300,000) per occurrence for personal injury. COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED OR COVERED PARTY UNDER THIS COVERAGE.

4. The term of this AGREEMENT shall begin on February 10, 2015, and shall terminate on September 30, 2015, and will have three additional one (1) year automatic renewals. The AGREEMENT will automatically renew on October 1, 2015, October 1, 2016, and October 1, 2017. It must be revisited with proper approvals from the applicable governing bodies and elected official(s) for FY2019.

5. State law requires that law enforcement personnel conducting "off-duty" work must be both "full time" and "entitled" to fringe benefits. Tex. Occup. Code Sec. 1702.322(A) & (B)(i). Thus, part-time deputies and "reserve" officers may not conduct "off-duty" work.

6. The COUNTY agrees that each of the DEPUTIES will be properly insured with automobile liability insurance while operating the patrol vehicle in accordance with Section 612.005(b) of the Texas Government Code, and any other applicable laws.

7. COUNTY agrees to invoice LGE for the reimbursement amounts for DEPUTIES' vehicle usage at the rate of $8.00 per hour per vehicle (to cover LGE's fair share of costs for fuel, maintenance, and yearly premiums on automobile insurance). The LGE acknowledges that the above described reimbursement rate will not totally cover the entire costs incurred by COUNTY for the fully equipped patrol vehicle that is being utilized by such DEPUTIES in the LGE's Area; provided, however, COUNTY deems such unrecovered costs for the fully equipped patrol vehicle to be of a public benefit to the citizens of Williamson County.

8. LGE agrees to log and maintain records of all times that vehicles are allotted to off-duty work, whether actually used or parked, for each vehicle used by DEPUTIES on a monthly basis. LGE shall provide such vehicle time records to COUNTY and SHERIFF'S OFFICE no later than the end of each quarter (end of month for each of the following: March, June, September, and December). COUNTY will invoice based on the total usage and rate, as set forth in Paragraph 7, and LGE will pay such invoice pursuant Chapter 2251 of the Texas Government Code ("Texas Prompt Payment Act"). Reporting must be submitted to:

SHERIFF'S OFFICE: At the address set forth on the signature page below.

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

9. LGE agrees that it shall pay deputies directly and file all applicable reporting forms with the Internal Revenue Service, as determined by the LGE.

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

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

This AGREEMENT is being re-executed for the sole purpose of adding the signature of the current Williamson County Sheriff. All terms and provisions of the previously executed AGREEMENT with the term beginning on February 10, 2015 remain in full force and effect.

LGE:

Name of LGE: **BLOCK HOUSE MUNICIPAL UTILITY DISTRICT**

Signature: _____
Vanessa Longoria-Carter
President, Board of Directors

Date: 5/24/17

WILLIAMSON COUNTY SHERIFF'S OFFICE:

Williamson County Sheriff
Printed Name of Official: Robert Chody
Signature of Official: _____
Date: 6-1-17
Address of Office: 508 S. Rock St.
Georgetown, TX 78626

WILLIAMSON COUNTY COMMISSIONERS COURT:

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

COUNTERPART SIGNATURE PAGE TO STANDARD AGREEMENT WITH LOCAL GOVERNMENTAL ENTITY REGARDING OFF-DUTY SERVICES OF COUNTY DEPTUIES

TO BE EXECUTED BY COUNTY COMMISSIONERS COURT FOR CONFIRMATION OF BUDGETARY AUTHORIZATION RELATED TO USE OF VEHICLES FOR OFF-DUTY WORK[1]

WILLIAMSON COUNTY COMMISSIONERS COURT:

By: _____

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

[1] Including, but not limited to fuel, insurance, and maintenance of county-owned assets.

MEMORANDUM OF UNDERSTANDING

Patrol Services to be Performed within Block House Municipal Utility District

1. Background and Purpose.

   a. Section 49.216 of the Texas Water Code authorizes Block House Municipal Utility District (the "**District**") to contract for or employ deputies (the "**Deputies**", each, as "**Deputy**") of the Williamson County Sheriff's Office (the "**Sheriff**") with the power to make arrests when necessary to prevent or abate the commission of: (i) any offense against the rules of the District when the offense or threatened offense occurs on any land, water, or easement owned or controlled by the District (See paragraph 2(vi) below); (ii) any offense involving injury or detriment to any property owned or controlled by the District; and (iii) any offense against the laws of the state.

   b. Pursuant to the authority set forth in Section 49.216 of the Texas Water Code and Section 791.011 of the Texas Government Code, the District, the Sheriff and Williamson County, Texas have entered into that certain Standard Agreement with Local Governmental Entity Regarding Off-Duty Services of County Deputies of even date herewith (the "**Off-Duty Services Agreement**"), pursuant to which the Deputies will provide additional law enforcement, security patrol, and other services within the District's geographical boundaries.

   c. The purpose of this Memorandum of Understanding (this "**MOU**") is to set forth the expectations and intentions of the District and the Sheriff with respect to the services to be performed by Deputies pursuant to the Off-Duty Services Agreement. Upon the expiration or termination of the Off-Duty Services Agreement, this MOU will also terminate. This MOU does not constitute a binding contractual commitment by either party hereto.

2. Services Rendered by Deputies.

   a. Although the Deputies will at all times remain under the control and supervision of the Sheriff, the parties hereto mutually agree that the services provided by the Deputies to the District pursuant to the Off-Duty Services Agreement will be performed in accordance with the following standards:

      i. The District and the Sheriff will each establish a designee who will coordinate with each other regarding the Deputies' provision of services to the District under the Off-Duty Services Agreement.

      ii. The District's designee will coordinate with the Sheriff's designee with respect to where the patrol and law enforcement services are to be provided. By way of example, the District's designee may coordinate with the Sheriff's designee to direct the Deputies to provide law enforcement services at meetings of the District's Board of Directors or committees, at specific District properties, and/or

at special events of the District, so long as the Deputies are available and willing to provide such services.

iii. Generally, the Deputies will provide patrol services within the District's parks, other property owned or controlled by the District, and any "problem areas" that experience criminal or suspicious activity.

iv. All Deputies providing services within the District pursuant to the Off-Duty Services Agreement must become familiar with the boundaries of the District and ensure that the services performed are only undertaken within the District's boundaries.

v. It is anticipated that the District's designee and the Sheriff's designee will develop an ongoing "security program" for the District based on actual activity in the District and community needs for purposes of continuously improving the safety and wellbeing of District residents and protection of District property. The Deputies are expected to establish "relationships" with District residents to foster trust and communication.

vi. The Deputies may enforce rules of the District on lands owned or controlled by the District provided that a violation of such rules of the District also constitutes a crime under the Texas Penal Code. The District's designee will coordinate with the Sheriff's designee as to any rules to be enforced so that the Deputies are familiar with the District's rules, if any.

vii. The Sheriff's designee will coordinate with the District's designee regarding the hours during which the Deputies are to provide services within the District pursuant to the Off-Duty Service Agreement.

viii. Any time during which a Deputy rendering services within the District pursuant to the Off-Duty Service Agreement leaves the District for emergencies or otherwise, all such time must be logged in a daily report identifying the time of departure and return. Such time must be accounted for and reported to the District's designee on a monthly basis, such that the District does not provide payment for time spent outside the District.

ix. The Sheriff's designee will strive to maintain continuity in scheduling the Deputies for provision of services within the District pursuant to the Off-Duty Service Agreement with the intent to minimize turnover. It is the intent of the parties hereto that by establishing a relationship and familiarity with the residents, employees, and circumstances of the District, a Deputy will be better able to identify and investigate suspicious or potential criminal activity.

x. The Sheriff's designee will provide the District's designee with a monthly report that includes the following information with respect to services performed pursuant to the Off-Duty Service Agreement during the preceding monthly period:

1. All crimes during the monthly reporting period by date, time, location, and responding Deputy.

2. Working hours of each Deputy rendering services pursuant to the Off-Duty Service Agreement. The report must identify the Deputy's name; whether the services were rendered in a marked or unmarked vehicle; hours of commencement and cessation of the services; all incidents (including traffic stops) during the assignment period; and whether citations were issued. This information must be prepared utilizing daily logs of the Deputies providing services.

3. Any traffic enforcement activity of the Deputies.

4. The nature and duration of any emergencies or other circumstances that require a Deputy to leave the District during periods when such Deputy was rendering services to the District pursuant to the Off-Duty Service Agreement. The report must identify the time at which the Deputy leaves his or her patrol assignment within the District, and returns to his or her patrol assignment within the District.

5. All routine patrol services furnished within the District other than pursuant to the Off-Duty Service Agreement.

xi. It is the mutual intention of the parties hereto that traffic enforcement details (i.e., speed traps) will generally not be conducted under the Off-Duty Service Agreement unless specifically requested by the District's designee and directed by the Sheriff's designee; provided that a Deputy may take appropriate action in connection with any observed violation of the laws of the State of Texas. This MOU shall not impact the right of the Deputies to conduct traffic enforcement activities while performing routine law enforcement services other than pursuant to the Off-Duty Service Agreement.

xii. The District will pay each Deputy, directly, for the services provided by the Deputy to the District pursuant to the Off-Duty Services Agreement and this MOU at an hourly rate of $50.

This MOU is being re-executed for the sole purpose of adding the signature of the current Williamson County Sheriff. All terms and provisions of the previously executed MOU dated October 1, 2014 remain in full force and effect.

- signature page follows -

BLOCK HOUSE MUNICIPAL UTILITY DISTRICT

By: _____
Vanessa Longoria-Carter
President, Board of Directors

Date: 5/24/17

WILLIAMSON COUNTY SHERIFF

By: _____
Robert Chody, Sheriff

Date: 6-6-17

WILLIAMSON COUNTY COMMISSIONERS COURT:

_____ _____

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

Commissioners Court - Regular Session **11.**

Meeting Date: 06/13/2017

Property Tax Collections – May 2017

Submitted For: Larry Gaddes

Submitted By: Sandra Surratt, County Tax Assessor Collector

Department: County Tax Assessor Collector

Agenda Category: Consent

Information

Agenda Item

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

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

050117-053117 GWI-RFM

050117-053117 GWI-RFM Graph

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	06/08/2017 11:51 AM
Form Started By: Sandra Surratt		Started On: 06/08/2017 11:29 AM
Final Approval Date: 06/08/2017		

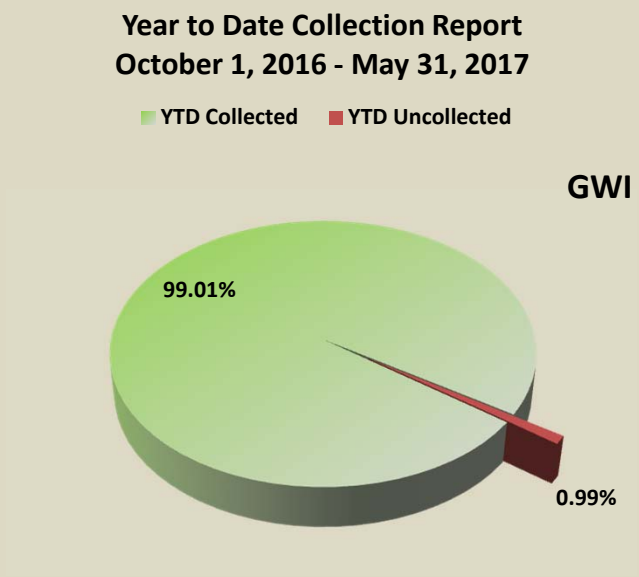
YEAR TO DATE - COLLECTION REPORT
Williamson County - GWI/RFM Property Taxes
May 31, 2017

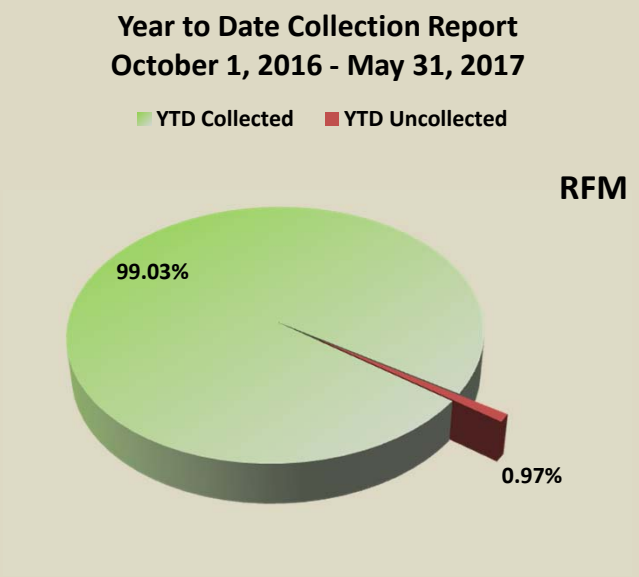
Williamson County General Fund	Tax Roll	Adjustments	Adjusted Tax Roll	Current Tax Collected	Penalty & Interest Collected	Variance	Uncollected Balance	YTD Collected	YTD Percent Collected	YTD Percent Collected w/P & I	YTD Percent Collected w/P & I & Prior Years
2016	$226,223,062.05	$361,515.64	$226,584,577.69	$1,042,234.10	$47,659.59	$1.40	$2,236,437.31	$224,348,140.38	99.01%	99.18%	99.79%
2015 & Prior	$2,047,458.40	($324,803.61)	$1,722,654.79	$18,901.69	$7,149.95	$785.53	$1,391,205.22	$331,449.57	19.24%	28.03%	
Rollbacks	$468,099.22	$660,608.36	$1,128,707.58	$109,707.48	$0.00	$0.00	$218,263.38	$910,444.20	80.66%	81.14%	
Total All	$228,738,619.67	$697,320.39	$229,435,940.06	$1,170,843.27	$54,809.54	$786.93	$3,845,905.91	$225,590,034.15	98.32%	98.55%	

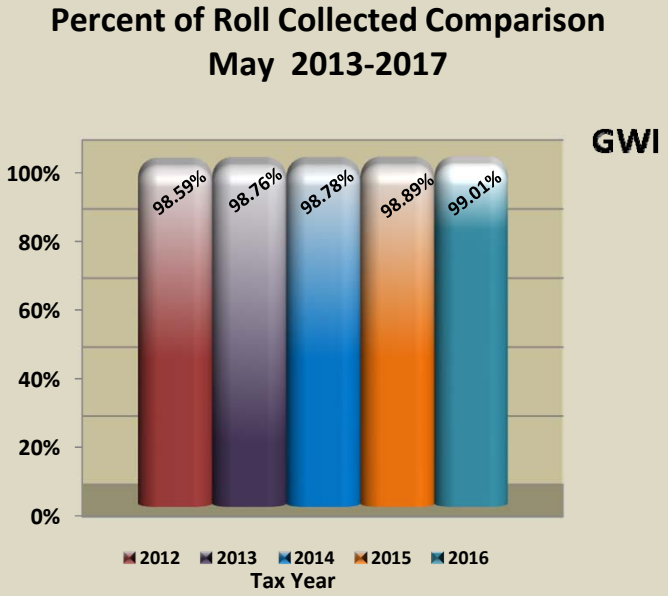
Williamson County RFM	Tax Roll	Adjustments	Adjusted Tax Roll	Current Tax Collected	Penalty & Interest Collected	Variance	Uncollected Balance	YTD Collected	YTD Percent Collected	YTD Percent Collected w/P & I	YTD Percent Collected w/P & I & Prior Years
2016	$20,562,004.13	$38,228.32	$20,600,232.45	$91,885.29	$4,358.71	$0.12	$199,370.67	$20,400,861.78	99.03%	99.19%	99.76%
2015 & Prior	$172,606.65	($28,020.74)	$144,585.91	$1,725.54	$628.61	$54.07	$114,764.30	$29,821.61	20.63%	29.92%	
Rollbacks	$37,565.88	$54,976.02	$92,541.90	$9,062.17	$0.00	$0.00	$18,909.52	$73,632.38	79.57%	80.02%	
Total All	$20,772,176.66	$65,183.60	$20,837,360.26	$102,673.00	$4,987.32	$54.19	$333,044.49	$20,504,315.77	98.40%	98.63%	

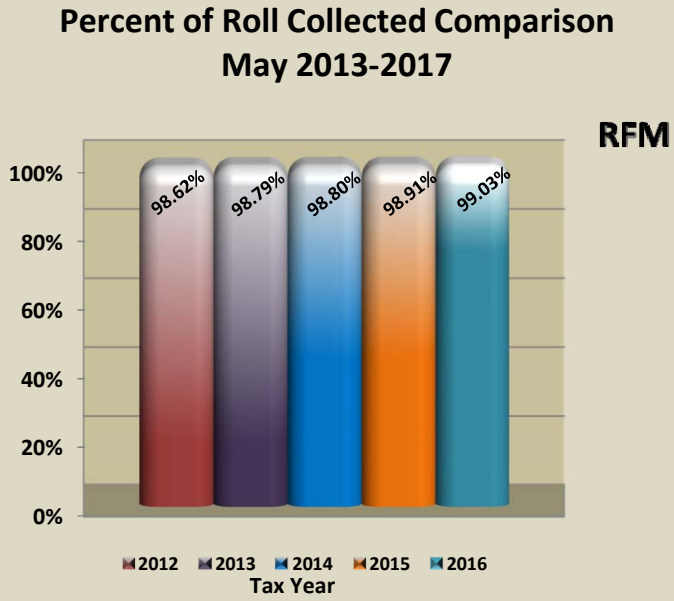
2016 COMBINED MONTHLY BREAKDOWN

Oct-16	$249,510,796.33	$174,087.04	$249,684,883.37	$9,479,071.82	$21,239.64	$1,658.11	$240,204,153.44	$9,480,729.93
Nov-16	$249,684,883.37	$633,585.03	$250,318,468.40	$10,270,321.69	$30,038.80	$4,805.07	$230,562,611.71	$19,755,856.69
Dec-16	$250,318,468.40	($278,681.38)	$250,039,787.02	$132,850,048.98	$23,630.70	$593.98	$97,433,287.37	$152,606,499.65
Jan-17	$250,039,787.02	$148,420.90	$250,188,207.92	$85,802,448.75	$29,213.62	$289.79	$11,778,969.73	$238,409,238.19
Feb-17	$250,188,207.92	($46,669.47)	$250,141,538.45	$3,563,898.84	$196,390.69	($30,865.31)	$8,199,266.73	$241,942,271.72
Mar-17	$250,141,538.45	($88,426.37)	$250,053,112.08	$2,110,181.72	$123,515.82	$37,185.40	$5,963,473.24	$244,089,638.84
Apr-17	$250,053,112.08	$146,139.52	$250,199,251.60	$728,306.79	$87,457.12	$2,046.90	$5,379,259.07	$244,819,992.53
May-17	$250,199,251.60	$74,048.72	$250,273,300.32	$1,273,516.27	$59,796.86	$841.12	$4,178,950.40	$246,094,349.92


Year to Date Collection Report
October 1, 2016 - May 31, 2017
YTD Collected
YTD Uncollected
GWI
99.01%
0.99%


Year to Date Collection Report
October 1, 2016 - May 31, 2017
YTD Collected
YTD Uncollected
RFM
99.03%
0.97%


Percent of Roll Collected Comparison
May 2013-2017
GWI
100%
80%
60%
40%
20%
0%
98.59%
98.76%
98.78%
98.89%
99.01%
2012
2013
2014
2015
2016
Tax Year


Percent of Roll Collected Comparison
May 2013-2017
RFM
100%
80%
60%
40%
20%
0%
98.62%
98.79%
98.80%
98.91%
99.03%
2012
2013
2014
2015
2016
Tax Year

Commissioners Court - Regular Session **12.**

Meeting Date: 06/13/2017

Property Tax Refunds – Over 2500 – May 2017

Submitted For: Larry Gaddes

Submitted By: Sandra Surratt, County Tax Assessor Collector

Department: County Tax Assessor Collector

Agenda Category: Consent

Information

Agenda Item

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

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

050117-053117 Refunds Over 2500

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	06/08/2017 11:51 AM
Form Started By: Sandra Surratt		Started On: 06/08/2017 11:48 AM
Final Approval Date: 06/08/2017		

WILLIAMSON COUNTY
1848

Larry Gaddes PCAC, C T A
Tax Assessor/Collector

Date: June 8, 2017

To: Members of the Commissioners Court

From: Larry Gaddes PCAC, CTA

Subject: Property Tax Refunds

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

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

Thank you.

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

Annex Locations:

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

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

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

Property Tax
Account QuickReport
As of May 31, 2017

Type	Date	Num	Name	Memo	Amount
Refunds Payable - Taxpayers					
Check	05/05/2017	62113	ALMA E GONZALEZ	R313366 - Escrow Refund	-3,010.80
Check	05/05/2017	62124	ZAHIR WALJI	R350015 - Overpayment	-5,000.00
Check	05/05/2017	62125	RICHARD MASSEY	R368361 - Overpayments	-3,540.22
Check	05/05/2017	62126	ZAHIR WALJI	R350015 - Overpayment	-3,672.16
Check	05/17/2017	62372	TARA RICHARDS	R392275 - Double payment	-4,774.04
Total Refunds Payable - Taxpayers					-19,997.22
TOTAL					**-19,997.22**

Commissioners Court - Regular Session **13.**

Meeting Date: 06/13/2017

Discuss consider and take appropriate action on approval of the revised plat for Lot 14 of the the Wild Country Ranch subdivision - Pct 2

Submitted For: Terron Evertson **Submitted By:** Patrick Hughes, Unified Road System

Department: Unified Road System

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approval of the revised plat for Lot 14 of the the Wild Country Ranch subdivision - Pct 2.

Background

This is a simple replat to divide Lot 14 into four, one-acre parcels. The required replat review fee has been paid.

Fiscal Impact

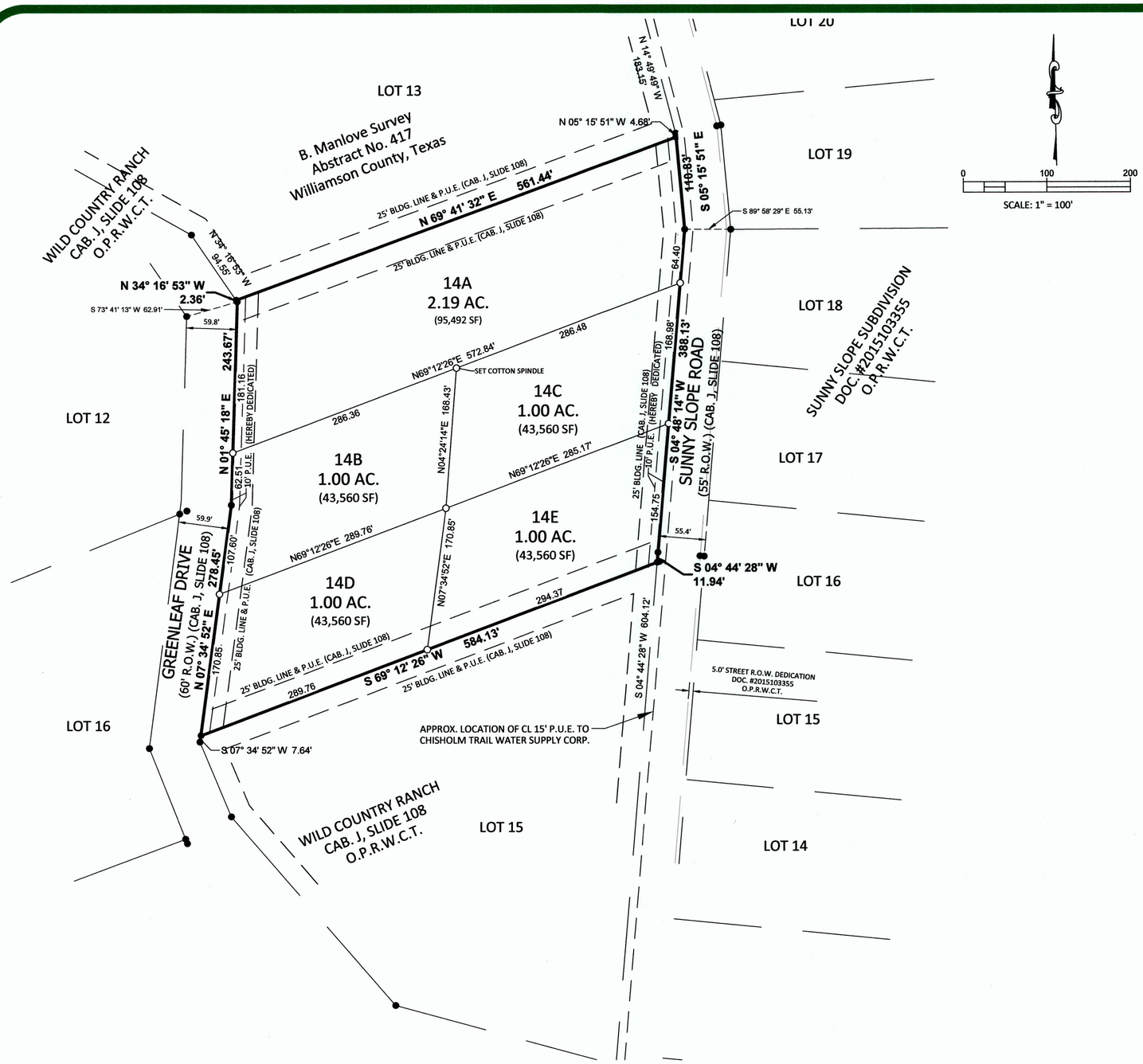
From/To	Acct No.	Description	Amount

Attachments

Replat - Wild Country Ranch Lot 14

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	06/06/2017 02:25 PM
Form Started By: Patrick Hughes		Started On: 06/03/2017 01:46 PM
Final Approval Date: 06/06/2017		

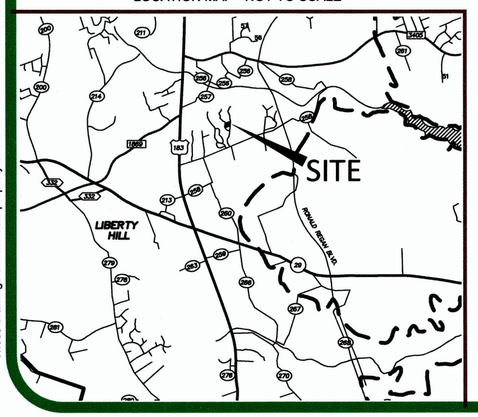


GENERAL NOTES:

1. Proposed use: Residential
2. Utility providers for this development are:
   Water: City of Georgetown Utility System Western District
   Electric: Pedernales Electric Coop.
   Sewer service for this subdivision will be provided by On Site Sewage Facilities.
3. On Site Sewage Facilities must be designed by a Registered Professional Engineer or Registered Sanitarian.
4. All structures/ obstructions are prohibited in drainage easements.
5. There are no areas within the boundaries of this subdivision in the 100-year floodplain as defined by FIRM Map Number 48491C0275E, effective date of September 26, 2008.
6. A De Facto certificate of compliance is hereby issued for all lots within this subdivision. This certificate is valid until such time as FEMA revises or newly adopts floodplain boundaries in this area.
7. In approving this plat by the Commissioner's Court of Williamson County, Texas, it is understood that the building of all roads, and other public thoroughfares and any bridges or culverts necessary to be constructed or placed is the responsibility of the owner(s) of the tract of land covered by this plat in accordance with the plans and specifications prescribed by the Commissioner's Court of Williamson County, Texas. Said Commissioner's Court assumes no obligation to build any of the roads, or other public thoroughfares shown on this plat, or of constructing any of the bridges or drainage improvements in connection therewith. The County will assume no responsibility for drainage ways or easements in the subdivision, other than those draining or protecting the road system.
8. It is the responsibility of the owner, not the County, to assure compliance with the provisions of all applicable state, federal and local laws and regulations relating to the platting and development of this property.
   The County assumes no responsibility for the accuracy of representations by other parties in this plat. Floodplain data, in particular, may change. It is further understood that the owners of the tract of land covered by this plat must install at their own expense all traffic control devices and signage that may be required before the roads in the subdivision have finally been accepted for maintenance by the County.
9. The minimum finished floor elevation for all lots shall be one foot higher than the highest spot elevation that is located within five feet outside the perimeter of the building, or one foot above the BFE, whichever is higher.
10. This REPLAT is subject to all applicable recorded easements and restrictions and as set forth in the original plat of WILD COUNTRY RANCH, AS RECORDED IN Volume "J", Slide 108 IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY and a blanket easement AS RECORDED IN Volume 790, Page 590 IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY.
11. Rural mailboxes shall be set three feet from the edge of the pavement or behind curbs, when used. All mailboxes within county arterial right-of-way shall meet the current TxDOT standards. Any mailbox that does not meet this requirement may be removed by Williamson County.
12. Residential Driveways are to be located no closer to the corner of intersecting rights of way than 60 percent of the parcel frontage of 50 feet, whichever is less.
13. Landscaping and irrigation is prohibited within the Greenleaf Drive and Sunny Slope Road right-of-ways.
14. One-way "Circular" driveways shall be prohibited onto Greenleaf Drive and Sunny Slope Road.

STATE OF TEXAS
REGISTERED
MIGUEL ANGEL ESCOBAR
5630
PROFESSIONAL
LAND SURVEYOR
06/01/2017

LOCATION MAP - NOT TO SCALE



OWNERS:
SUSAN T. TRAMMELL, INDIVIDUALLY & TRUSTEE
OF THE TOMMY J. TRAMMELL FAMILY TRUST
651 SUNNY SLOPE RD.
LIBERTY HILL, TEXAS 78642

ENGINEER / SURVEYOR:
STEGER BIZZELL
1978 S. AUSTIN AVE.
GEORGETOWN, TEXAS 78626

LEGEND

●	IRON REBAR FOUND (1/2", OR AS NOTED)
o	IRON REBAR WITH CAP SET (1/2" STAMPED "STEGER BIZZELL") UNLESS STATED
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
P.U.E.	PUBLIC UTILITY EASEMENT

REPLAT OF LOT 14
WILD COUNTRY RANCH

A 6.19 Acre Subdivision situated in the
B. Manlove Survey Abstract No.417
Williamson County, Texas

STEGER BIZZELL

ADDRESS 1978 S. AUSTIN AVENUE | GEORGETOWN, TX 78626
METRO 512.930.9412 | TEXAS REGISTERED ENGINEERING FIRM F-181 TBPLS FIRM No.10003700 | WEB STEGERBIZZELL.COM
SERVICES >>ENGINEERS >>PLANNERS >>SURVEYORS

JOB No. 22481 DATE: 1-Jun-17 SHEET 1 of 2

DRAWN BY: gad	REVIEWED BY:	APPROVED BY:

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P:\22000-22999\22481-Trammell 5 lot subd\Survey Data\CAD\22481-plat-trammell.dwg, Plat, 6/1/2017 9:39:47 AM, DPLATT

DESCRIPTION OF A 6.19 ACRE TRACT OF LAND LOCATED IN THE B. MANLOVE SURVEY, ABSTRACT 417, WILLIAMSON COUNTY, TEXAS, BEING ALL OF LOT 14, WILD COUNTRY RANCH SUBDIVISION, A MAP OF WHICH IS RECORDED IN CABINET J, SLIDE 108, OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID LOT 14 BEING CONVEYED TO TOMMY J. TRAMMELL AND SUSAN D. TRAMMELL, HUSBAND AND WIFE, BY GENERAL WARRANTY DEED OF RECORD IN DOCUMENT NUMBER 1995052811, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 6.19 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a 1/2 inch iron rod found on the east right-of-way of Greenleaf Drive, a 60 foot wide roadway as dedicated on WILD COUNTRY RANCH SUBDIVISION, for the northwest corner of Lot 15, said WILD COUNTRY RANCH SUBDIVISION, same point being the southwest corner of said Lot 14 and the southwest corner of the herein described tract;

THENCE, with said east right-of-way line of Greenleaf Drive, same line being the west line of said Lot 14, the following three (3) courses and distances:

1. North 07°34'52" East, a distance of 278.45 feet, to a 1/2 inch iron rod found for a corner of said Lot 14;
2. North 01°45'18" East, a distance of 243.67 feet, to a 1/2 inch iron rod found for a corner of said Lot 14;
3. North 34°16'53" West, a distance of 2.36 feet, to a 1/2 inch iron rod found for the southwest corner of Lot 13, said WILD COUNTRY RANCH SUBDIVISION, same point being the northwest corner of said Lot 14 and the northwest corner of the herein described tract;

THENCE, North 69°41'32" East, with the south line of said Lot 13, same line being the north line of said Lot 14, a distance of 561.44 feet, to a 1/2 inch iron rod found on the west right-of-way line of Sunny Slope Road, a fifty-five foot wide roadway as dedicated on said WILD COUNTRY RANCH SUBDIVISION and SUNNY SLOPE SUBDIVISION, a map of which is recorded in Document No. 2015103355, said Official Public Records, for the southeast corner of said Lot 13, same point being the northeast corner said Lot 14, and the northeast corner of the herein described tract;

THENCE, with said west right-of-way line of Sunny Slope Road, same line being the east line of said Lot 14, the following four (4) courses and distances:

1. South 05°15'51" East, a distance of 110.83 feet, to a 1/2 inch iron rod found for a corner of said Lot 14;
2. South 04°48'14" West, a distance of 388.13 feet, to a 1/2 inch iron rod found for a corner of said Lot 14;
3. South 04°44'28" West, a distance of 11.94 feet, to a 1/2 inch iron rod found for a corner of said Lot 14;
4. South 69°12'26" West, a distance of 584.13 feet, to the **POINT OF BEGINNING**, and containing 6.19 acres of land, more or less, within these metes and bounds.

Bearings are based on the Texas Coordinate System of 1983, Central Zone (NAD_83 (2011)). All distances shown hereon are surface values represented in U.S. Survey Feet based on a Surface-to-Grid Combined Adjustment Factor of 0.99985445.

I, Miguel A. Escobar, a Registered Professional Land Surveyor, authorized under the laws of the State of Texas to practice the profession of land surveying, do hereby certify that this plat complies with the survey related portions of the Williamson County Subdivision Regulations published by Williamson County, Texas, is true and correct to the best of my belief, and was prepared from an on-the-ground survey performed under my supervision. The field work was completed on May 30, 2017.

To certify which, witness my hand and seal at Georgetown, Williamson County, Texas, this 1st day of JUNE, 2017.

MIGUEL A. ESCOBAR, L.S.L.S., R.P.L.S.
TEXAS REG. NO. 5630

06/01/2017
DATE

STATE OF TEXAS REGISTERED MIGUEL ANGEL ESCOBAR 5630 PROFESSIONAL LAND SURVEYOR

I, David L. Platt, Registered Professional Engineer in the State of Texas, do hereby certify that this subdivision is in the Edwards Aquifer Contributing Zone and is not encroached by a Zone A flood area, as denoted herein, and as defined by Federal Emergency Management Administration Flood Hazard Boundary Map, Community Panel Number 48491C0275E, effective date September 26, 2008, and that each lot conforms to the Williamson County Subdivision Regulations.

TO CERTIFY WHICH, WITNESS my hand and seal at Georgetown, Williamson County, Texas, this 1st day of JUNE, 2017.

David L. Platt
Registered Professional Engineer No. 115964
State of Texas

STATE OF TEXAS DAVID L. PLATT 115964 LICENSED PROFESSIONAL ENGINEER

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

We, Susan T. Trammell, Individually, and as Trustee of the Tommy J. Trammell Family Trust, are the sole owners of the certain tract of land shown hereon and described in a deed recorded in Document No. 2016068116 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, resubdivide, 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 **REPLAT OF LOT 14 WILD COUNTRY RANCH**.

TO CERTIFY WHICH, WITNESS by my hand this 1 day of June, 2017.

Susan T. Trammell, Individually
651 Sunny Slope Rd.
Liberty Hill, Texas 78642
Williamson County

Susan T. Trammell, Trustee of the
Tommy J. Trammell Family Trust
651 Sunny Slope Rd.
Liberty Hill, Texas 78642
Williamson County

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

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

GIVEN UNDER MY HAND AND SEAL of office this 1st day of June, 2017.

Notary Public in and for the State of Texas
My Commission expires on: 11/22/18

State of Texas
Notary Public
Jennifer Sparks
My Commission Expires 11/22/2018

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

Before me, the undersigned, a notary public in and for said county and state, on this day personally appeared Susan T. Trammell, Trustee of the Tommy J. Trammell Family Trust, known to me to be the person whose name is subscribed to the foregoing instrument.

GIVEN UNDER MY HAND AND SEAL of office this 1st day of June, 2017.

Notary Public in and for the State of Texas
My Commission expires on: 11/22/18

State of Texas
Notary Public
Jennifer Sparks
My Commission Expires 11/22/2018

COUNTY HEALTH DISTRICT CERTIFICATION

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

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

06/02/2017
Date

Road name and address assignments verified this the 2 day of June, 2017 A.D.

Williamson County Addressing Coordinator

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

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

Dan A. Gattis, County Judge
Williamson County, Texas

Date

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

I, Nancy Rister, Clerk of the County Court of said County, do hereby certify that the foregoing instrument in writing, with its certificate was filed for record in my office on the_____ day of_____ , 20__, A.D., at_____o'clock,__ .m. and duly recorded on the_____ day of_____ , 20___ , A.D., at ___ o'clock, ___.m. in the Plat Records of said County in Document No._____.

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

Nancy Rister, Clerk County Court
of Williamson County, Texas

By:_____, Deputy

REPLAT OF LOT 14
WILD COUNTRY RANCH

A 6.19 Acre Subdivision situated in the
B. Manlove Survey Abstract No.417
Williamson County, Texas

STEGER BIZZELL

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SERVICES >>ENGINEERS >>PLANNERS >>SURVEYORS

JOB No. 22481 DATE: 1-Jun-17 SHEET 2 of 2

DRAWN BY: gad	REVIEWED BY:	APPROVED BY:

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Commissioners Court - Regular Session **14.**

Meeting Date: 06/13/2017

Juneteenth Proclamation 2017

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

Department: Commissioner Pct. #1

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on a Proclamation recognizing June 19, 2017 as Juneteenth – Texas Emancipation Day in Williamson County.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Juneteenth Proclamation 2017

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	06/06/2017 02:25 PM
Form Started By: Garry Brown		Started On: 06/02/2017 03:16 PM
Final Approval Date: 06/06/2017		

PROCLAMATION

WHEREAS, Juneteenth recognizes that on June 19, 1865, almost three years after President Lincoln issued the Emancipation Proclamation, Union General Gordon Granger announced in Galveston the freedom of all slaves throughout Texas; and

WHEREAS, this announcement ended the last major vestige of slavery in the United States; and

WHEREAS, the Order issued by General Granger read in part: "*The people of Texas are informed that in accordance with a proclamation from the Executive of the United States, all slaves are free,"* which set off jubilant celebrations of former slaves in Galveston; and

WHEREAS, from those initial celebrations, Juneteenth spread across the State of Texas, and through The 2nd Great Migration from the 1940s to the 1970s, spread Juneteenth commemorations throughout the United States; and

WHEREAS, Juneteenth is the oldest African American holiday, and in 1980, Texas established Juneteenth as a state holiday; and

WHEREAS, this holiday honors the courageous Black Texans who have long struggled for civil rights in the 152 years since General Granger's proclamation and honors those who continue this struggle today by replacing violence, hate, and bigotry with peace, love, and respect; and

WHEREAS, Williamson County residents value history, ethnic heritage, and culture, thus we recognize these along with the deep roots and rich traditions of African Americans in Williamson County and across Texas; and

WHEREAS, in the spirit of this 152nd Anniversary of Juneteenth Emancipation Day, let us all be reminded that our nation will not achieve its full potential until each of us has been granted unfettered opportunity to reach our own full potential and be the absolute best that we can be.

NOW THEREFORE BE IT PROCLAMED, believed for the first time, that the Williamson County Commissioners Court takes this action and hereby recognizes and proclaims, June 19, 2017 as:

"JUNETEENTH – TEXAS EMANCIPATION DAY"

in Williamson County, and encourages all Williamson County employees and residents to learn more about Juneteenth and support the noble purpose of this day.

Signed on this date: _____

_____

Dan Gattis, County Judge

_____

Terry Cook, Commissioner Precinct 1

_____

Valerie Covey, Commissioner Precinct 3

_____

Cynthia Long, Commissioner Precinct 2

_____

Larry Madsen, Commissioner Precinct 4

Commissioners Court - Regular Session **15.**

Meeting Date: 06/13/2017

Presentation

Submitted By: Wendy Coco, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Hear presentation from Capital Metro concerning Project Connect.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Wendy Coco	05/26/2017 02:40 PM
Form Started By: Wendy Coco		Started On: 05/26/2017 02:37 PM
Final Approval Date: 05/26/2017		

Commissioners Court - Regular Session **17.**

Meeting Date: 06/13/2017

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

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	05/24/2017 09:19 AM
Form Started By: Lydia Linden		Started On: 05/23/2017 11:57 AM
Final Approval Date: 05/24/2017		

Commissioners Court - Regular Session **18.**

Meeting Date: 06/13/2017

1607-102 Pearson Ranch Rd Extension Change Order No. 2

Submitted By: Dawn Haggard, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding Change Order No. 2 in the amount of $11,553.00 for Pearson Ranch Road Extension, a Road Bond Project in Commissioner Pct. 1.

Background

This Change Order provides payment for additional work by the contractor for intersection tie-in work at Neenah Avenue and Pearson Ranch Road. The tie-in location was adjusted 25' farther down Neenah Ave. to provide a smooth profile at the tie-in. Removal of existing sidewalks, curb & gutter, and rebuilding the pavement section were required to make the grades at the intersection drain properly and for the intersection to ride safely.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

1607-102 Pearson Ranch Rd Co No.02

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	06/08/2017 11:51 AM
Form Started By: Dawn Haggard		Started On: 06/08/2017 11:31 AM
Final Approval Date: 06/08/2017		

RECEIVED
MAY 31 2017
BY: PST

Received
JUN 05 2017
HNTB Corporation
Round Rock

Received
MAY 24 2017
HNTB Corporation
Round Rock

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 2

Project:	*1607-102*
Roadway:	*Pearson Ranch Road Extension*
CSJ Number:	

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

2C: Differing Site Conditions (unforeseeable). New development (conditions changing after PS&E completed). This Change Order revises the pay items for the intersection tie-in work at Neenah Avenue and Pearson Ranch Road. The tie-in location was adjusted 25' to provide a smooth profile through the intersection. This change extends the limits of Neenah reconstruction west of Pearson Ranch Road.

6. Work to be performed in accordance with Items: **See attached.**
7. New or revised plan sheet(s) are attached and numbered: **60 & 62**
8. New Special Provisions/Specifications to the contract are attached: ☐ Yes ☑ No
9. New Special Provisions to Item N/A No. N/A, Special Specification Item N/A are attached.

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

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

THE CONTRACTOR Date 5/24/17

By [signature]

Typed/Printed Name Ronnie Duenez

Typed/Printed Title Const. Mang.

The following information must be provided

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

Amount added by this change order: **$11,553.00**

RECOMMENDED FOR EXECUTION:

[signature] P.E. 5/24/17
Project Manager Date

N/A
Design Engineer Date

[signature] 5/31/2017
Program Manager Date

City Engineer Date

Design Engineer's Seal:

see attached plan sheets

County Commissioner Precinct 1 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 2 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 3 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 4 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Judge Date
☐ APPROVED

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 2 ***Project # 1607-102***

TABLE A: Force Account Work and Materials Placed into Stock

	LABOR	HOURLY RATE			HOURLY RATE

TABLE B: Contract Items:

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
104-6015	REMOVING CONC (SIDEWALKS)	SY	$15.00	234	$3,510.00	34.00	268.00	$4,020.00	$510.00
104-6022	REMOVING CONC (CURB & GUTTER)	LF	$9.00	269	$2,421.00	115.00	384.00	$3,456.00	$1,035.00
110-6001	EXCAVATION (ROADWAY)	CY	$8.00	14,787	$118,296.00	177.00	14,964.00	$119,712.00	$1,416.00
160-WC02	FURNISH AND PLACE TOPSOIL (4")	SY	$2.00	11,834	$23,668.00	83.00	11,917.00	$23,834.00	$166.00
247-6044	FL BS (CMP IN PLACE)(TY A GR 4)(FNL POS)	CY	$42.00	13,604	$571,368.00	82.00	13,686.00	$574,812.00	$3,444.00
310-6027	PRIME COAT (MC-30 OR AE-P)	GAL	$3.20	6,369	$20,380.80	49.00	6,418.00	$20,537.60	$156.80
316-6242	AGGR (TY-PD GR-5 SAC-B)	CY	$100.00	188	$18,800.00	1.50	189.50	$18,950.00	$150.00
316-6413	ASPH (AC-15P, HFRS-2P OR CRS-2P)	GAL	$3.20	7,961	$25,475.20	61.00	8,022.00	$25,670.40	$195.20
341-6027	D-GR HMA (SQ) TY-C PG70-22	TON	$80.00	7,324	$585,920.00	56.00	7,380.00	$590,400.00	$4,480.00
TOTALS					$1,369,839.00			$1,381,392.00	$11,553.00

CHANGE ORDER REASON(S) CODE CHART

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

Williamson County Road Bond Program

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

Change Order No. 2

Reason for Change

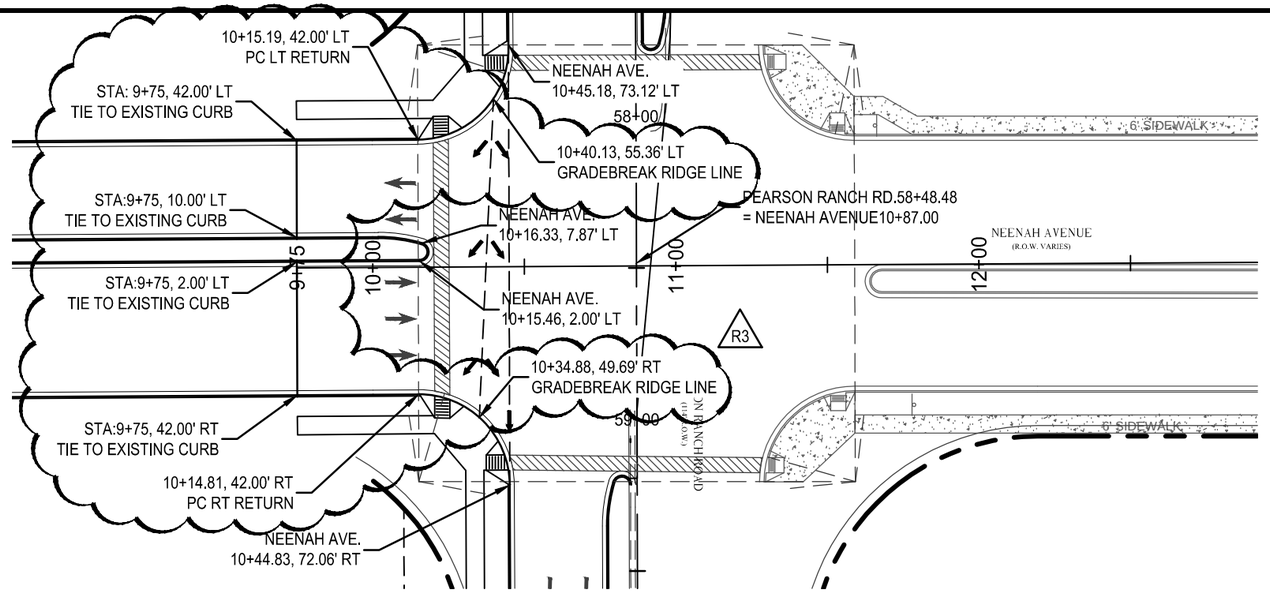
This Change Order provides payment for additional work by the Contractor for intersection tie-in work at Neenah Avenue and Pearson Ranch Road. The tie-in location was adjusted 25' to provide a smooth profile through the intersection. This extended the limits of reconstruction of Neenah west of Pearson Ranch Road. Removal of existing sidewalks, curb & gutter, and rebuilding the pavement section were required to make the grades at the intersection drain properly and for the intersection to ride safely.

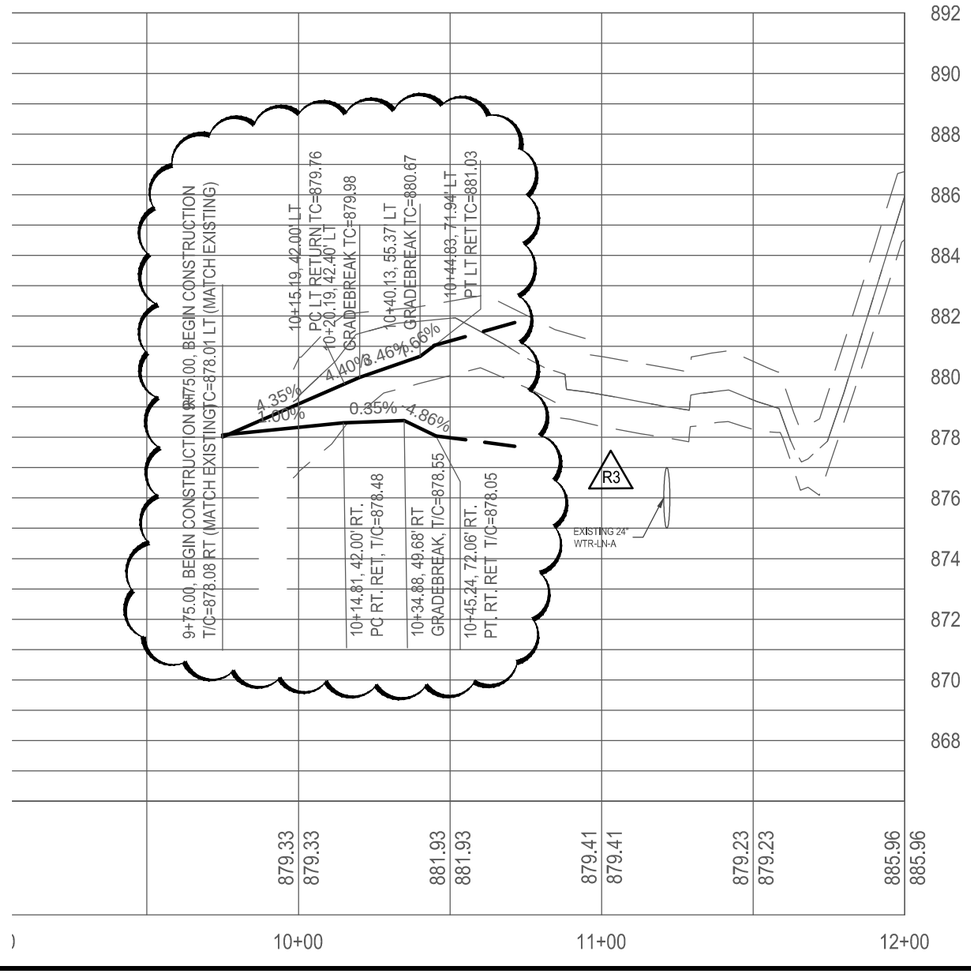
This Change Order results in a net increase of $11,553.00 to the Contract amount, for an adjusted Contract total of $4,435,110.07. The original Contract amount was $4,516,178.77. As a result of this and all Change Orders to-date, $81,068.70 has been deducted from the Contract, resulting in a 1.80% net decrease in the Contract cost. Zero days will be added to the Contract as a result of this Change Order.

HNTB Corporation

James Klotz, P.E.

Drawing Path: E:\28102011_Drawings_Production Drawings Ph 2\SHT-STREET P&P (INT & MED OPENINGS).dwg Plotted By: Curtis L. Morriss Date: 3/17/2017 4:22:24 PM Layout: 60 NEENAH AVENUE PLAN & PROFILE Page Size: ANSI full bleed B (11.00 x 17.00 Inches), 1:1





LEGEND

- CURB FLOW
- CURB & GUTTER
- RIGHT OF WAY LINE
- EASEMENT LINE
- STREET CENTERLINE
- SIDEWALK (S/W)

PROFILE SCALE

HORZ: 1"= 50
VERT: 1"= 5

NO.	DATE	REVISION	APPROV.
R3	3/17/17	Adjust TOC/SW ELEVS west of int	
R2	2/10/17	Correct curb offsets, adjust TOC in return	

Cunningham | Allen, Inc.
Engineers • Surveyors
3103 BEE CAVES ROAD,
SUITE 202
AUSTIN, TEXAS 78746
TEL.: (512) 327-2946
FAX: (512) 327-2973
www.cunningham-allen.com
TBPE REG. NO. F-284
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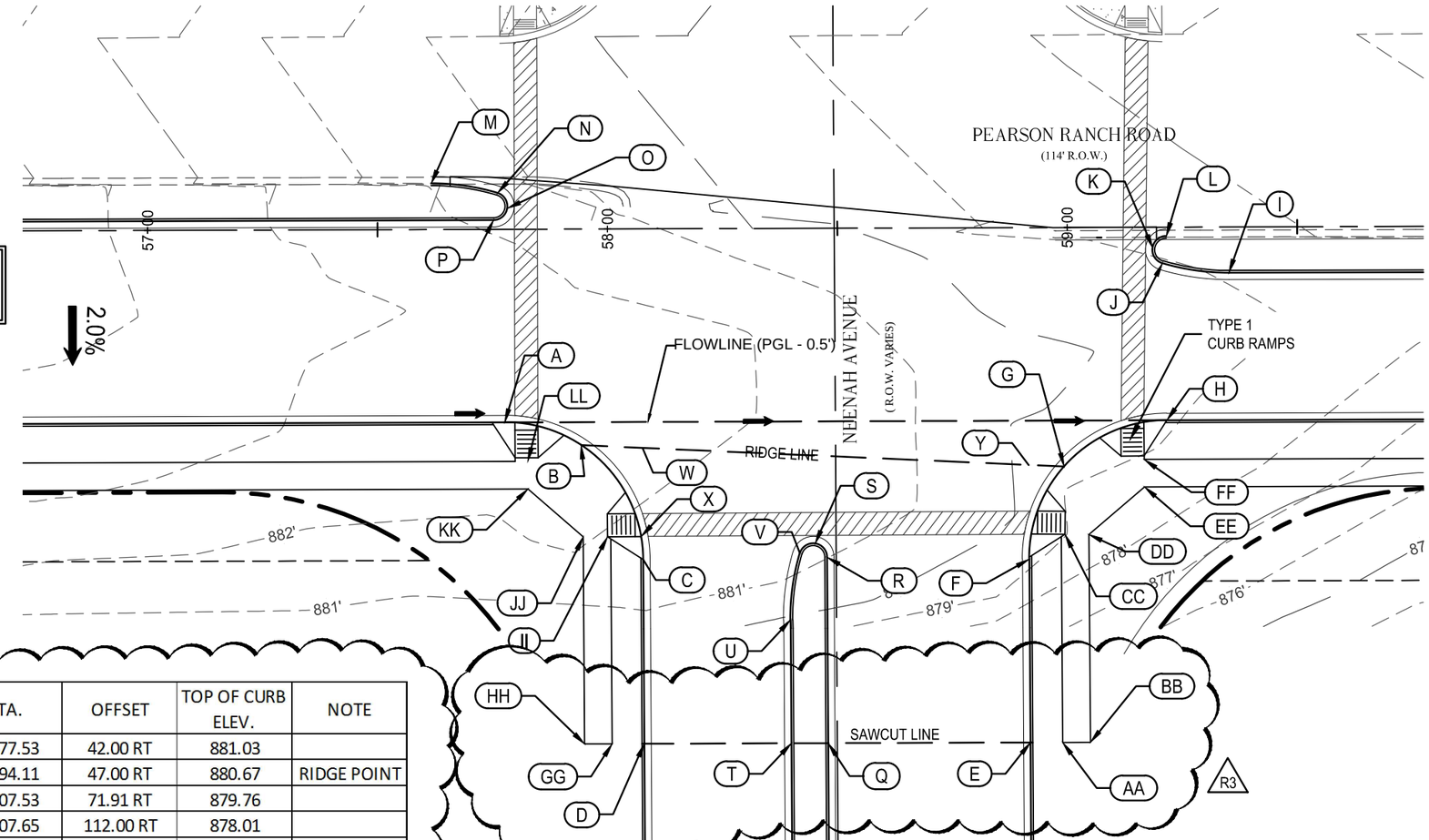
NEENAH AVENUE PLAN & PROFILE

SHEET 14 OF 14

WILLIAMSON COUNTY
PEARSON RANCH ROAD EXTENSION

FED.RD. DIV.NO.	PROJECT NO.		SHEET NO.
6	1607–102		60
STATE	DIST.	COUNTY	
TEXAS	AUS	WILLIAMSON	
CONT.	SECT.	JOB	HIGHWAY NO.
			PEARSON RANCH ROAD



GRAPHIC SCALE
15 0 7.5 15 30
(IN FEET)
1 inch = 30 ft.

LEGEND

- CURB FLOW
- CURB & GUTTER
- RIGHT OF WAY LINE
- EASEMENT LINE
- STREET CENTERLINE
- SIDEWALK (S/W)

POINT	DESCRIPTION	STA.	OFFSET	TOP OF CURB ELEV.	NOTE
A	P.C. RET.	57+77.53	42.00 RT	881.03	
B	RIDGE POINT RET.	57+94.11	47.00 RT	880.67	RIDGE POINT
C	P.T. RET.	58+07.53	71.91 RT	879.76	
D	MATCH EXIST CURB	58+07.65	112.00 RT	878.01	
E	MATCH EXIST CURB	58+91.65	112.00 RT	878.08	
F	P.C. RET.	58+91.53	72.09 RT	878.48	
G	RIDGE POINT RET.	58+99.17	52.00 RT	878.55	RIDGE POINT
H	P.T. RET.	59+21.53	42.00 RT	878.05	
I	P.T. MEDIAN	59+35.12	10.00 RT	878.51	
J	PCC MEDIAN	59+20.69	7.84 RT	878.74	
K	MID MEDIAN	59+18.59	4.53 RT	878.85	
L	MATCH EXIST	59+21.55	1.96 RT	878.93	
M	MATCH EXIST	57+61.70	10.00 LT	882.11	
N	PCC MEDIAN	57+76.13	7.87 LT	881.75	
O	MID MEDIAN	57+78.23	4.56 LT	881.89	
P	P.T. MEDIAN	57+75.26	2.00 LT	881.97	
Q	MATCH EXIST	58+47.65	112.00 RT	878.73	
R	P.T. MEDIAN	58+47.53	71.54 RT	879.22	
S	MID MEDIAN	58+44.95	65.58 RT	879.25	
T	MATCH EXIST	58+39.65	112.00 RT	878.57	
U	P.C. MEDIAN	58+39.57	85.13 RT	878.99	
V	PCC MEDIAN	58+41.65	70.69 RT	879.22	
W	RIDGE POINT PVMT	58+07.45	47.64 RT	879.84**	RIDGE POINT
X	GRADE BK PVMT	58+07.09	66.91 RT	879.48**	GRADEBREAK
Y	RIDGE POINT PVMT	58+91.47	51.63 RT	878.16**	RIDGE POINT

(**) Denotes top of pavement elevation

NOTE:
SEE PLAN PROFILE SHEET
FOR CURVE DATA.

POINT	DESCRIPTION	STA.	OFFSET	TOP OF CURB ELEV.
AA	P.I. SIDEWALK	58+98.65	112.00 RT	Match Exist
BB	P.I. SIDEWALK	59+04.65	112.00 RT	Match Exist
CC	P.I. SIDEWALK	58+99.30	66.75 RT	*878.40
DD	P.I. SIDEWALK	59+04.48	66.81 RT	*878.48
EE	P.I. SIDEWALK	59+16.62	56.50 RT	*878.33
FF	P.I. SIDEWALK	59+16.58	50.50 RT	*878.25
GG	P.I. SIDEWALK	58+00.65	112.00 RT	Match Exist
HH	P.I. SIDEWALK	57+94.65	112.00 RT	Match Exist
II	P.I. SIDEWALK	57+99.80	66.93 RT	*879.98
JJ	P.I. SIDEWALK	57+94.51	66.95 RT	*880.06
KK	P.I. SIDEWALK	57+82.53	56.50 RT	*880.68
LL	P.I. SIDEWALK	57+82.53	50.50 RT	*880.76

(*) Denotes sidewalk finished surface spot elevation.

STATE OF TEXAS
CURTIS L. MORRISS
86337
LICENSED PROFESSIONAL ENGINEER
3/17/17

NO.	DATE	REVISION	APPROV.
R3	3-16-17	Adjust TOC/SW ELEVS west of int	
R2	2-10-17	Adjust TOC/SW ELEVS thru returns	

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PEARSON RANCH ROAD & NEENAH AVENUE INTERSECTION DETAIL

SHEET 2 OF 9

WILLIAMSON COUNTY
PEARSON RANCH ROAD EXTENSION

FED.RD. DIV.NO.	PROJECT NO.	SHEET NO.
6	1607–102	62
STATE	DIST.	COUNTY
TEXAS	AUS	WILLIAMSON
CONT.	SECT.	JOB / HIGHWAY NO.
		PEARSON RANCH ROAD

Drawing Path: E:\28102\01_Drawings_Production Drawings Ph 2\SHT-STREET P&P (INT & MED OPENINGS).dwg Plotted By: Curtis L. Morriss Date: 3/17/2017 3:57:10 PM Layout: 51 PEARSON RANCH ROAD & NEENAH AVENUE (2) Page Size: ANSI full bleed B (11.00 x 17.00 Inc

Commissioners Court - Regular Session **19.**

Meeting Date: 06/13/2017

Georgetown Annex P325 - Supplemental Agreement 2

Submitted By: Gina Wrehsnig, Facilities Maintenance

Department: Facilities Maintenance

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Supplemental Agreement No. 2 to Agreement for Architectural and Engineering Services between Williamson County and KA Hickman Architects and Interior Designers, LLC for additions to the original Design scope of work in relation to the Williamson County Georgetown Annex Project. The funding for this project is P-325 .

Background

Due to an increase in building size, an added Department and an additional structure being added to the Design scope of work after the original contract was executed, it is necessary to add an increase in Professional Service Fees to cover the time required by the Lead Architect and all Sub-Consultants on the Design Team. This added time is for the Design, Bidding and Construction Phases of the Project .

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

KAH Agreement 2

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	06/08/2017 10:09 AM
Form Started By: Gina Wrehsnig		Started On: 06/08/2017 09:13 AM
Final Approval Date: 06/08/2017		

SUPPLEMENTAL AGREEMENT No. 2 TO AGREEMENT FOR ARCHITECTURAL AND ENGINEERING SERVICES

WILLIAMSON COUNTY GEORGETOWN ANNEX ("Project")

This Supplemental Agreement No. 2 to Agreement for Architectural and Engineering Services ("Supplemental Agreement No. 2") is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and KA Hickman Architects and Interior Designers, LLC (the "A/E").

RECITALS

WHEREAS, the County and the A/E previously executed an Agreement for Architectural and Engineering Services (the "**Agreement**"), dated effective on or about November 10, 2015, wherein A/E agreed to perform certain professional architectural and engineering services in connection with the Williamson County Georgetown Annex Project (the "**Project**");

WHEREAS, the County and the A/E thereafter executed Supplemental Agreement No. 1 to Agreement for Architectural and Engineering Services, dated effective on or about April 13, 2017, wherein A/E agreed to perform additional services for the redesign of the floor structural system in Meeting Room 226 of the Project to support high density storage;

WHEREAS, the County now desires to add increase the building size, add additional space for the Agrilife Department and add an outdoor pavilion and A/E has agreed to provide additional architectural and engineering services related to such additions to the original Basic Services;

WHEREAS, Section III of the Agreement requires the parties to execute a contract modification for the performance of Additional Services not specifically described as Basic Services in the Agreement;

WHEREAS, this Supplemental Agreement No. 2 provides a description of the scope of Additional Services that are necessary, as well as the Additional Services compensation for A/E's professional services; and

WHEREAS, it has become necessary to supplement, modify and amend the Agreement in accordance with the Agreement.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the A/E agree that the Agreement is supplemented, amended and modified as follows:

I. Scope of Additional Services

A/E hereby agrees to provide the Additional Services set forth in Exhibit "A", Scope of Additional Services, which is attached hereto and incorporated herein by reference.

II. Additional Services Compensation

A/E will perform the Additional Services set out in Exhibit "A" for the not-to-exceed amount of $160,237.10, which includes all fees for the Additional Services subject of this Supplemental No. 2 and reimbursable expenses associated with the performance of such Additional Services.

III. Schedule

A/E will perform the Additional Services set out in this Supplemental No. 2 immediately upon receipt of a fully executed copy of this Supplemental Agreement No. 2 and shall perform the Additional Services within the same time as the original schedule for the Basic Services of the Project.

IV. Terms of Agreement Control and Extent of Supplemental Agreement No. 2

All Additional Services described herein will be performed in accordance with the terms and conditions of the Agreement. All other terms of the Agreement and any prior amendments thereto which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

IN WITNESS WHEREOF, the County and the A/E have executed this Supplemental Agreement No. 2, in duplicate, to be effective as of the date of the last party's execution below.

A/E:	**COUNTY:**
KA Hickman Architects and Interior Designers, LLC	**Williamson County, Texas**
By: _____	By: _____
Printed Name: Keith A. Hickman	Printed Name: _____
Title: Principal	Title: _____
Date: 6 June ____, 2017	Date: _____ ____, 20____

Exhibit "A"
Scope of Additional Services

A/E will provide all of the additional architectural and engineering services necessary in relation to the following:

1. Agrilife Department Added:

   After the Agreement was approved by County, it was decided that the AgriLife Department would be added to the list of proposed occupants for the new Georgetown Annex Building. This addition causes in an increase in design scope for the A/E and all of its Sub-Consultants. Additional time is necessary for Programming and Design due to the increased building size and programming needed for the added department. There will also be additional work for the Bidding and Construction Administration Phases of the Project for this added department.

2. Outdoor Pavilion Added:

   After the Agreement was approved by County, it was decided that an Outdoor Pavilion should be added to the Project. This Outdoor Pavilion was not part of the original design scope of work. Additional Programming and Design work became necessary for the Outdoor Pavilion by the A/E and all of its Sub-Consultants. There will also be additional work for the Bidding and Construction Administration Phases of the Project for this added structure.

3. Increase in Building Area (17,000 SF)

   Due to an increase in the overall building size as compared to the original Project RFQ estimated building size, the A/E's original estimates for Design time was not sufficient. The building size increased by 17,000 square feet compared to the original estimates. This equated to an average 25% increase in the size of the original departments. The increase in building size resulted in a general increase in Design and Programming time for the A/E and its Sub-Consultants. There will also be additional work for the Bidding and Construction Administration Phases of the Project for this additional square footage.

Commissioners Court - Regular Session **20.**

Meeting Date: 06/13/2017

Real Estate Contract

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a real estate contract with Kimberly Klein and Randy Bedwell for right of way needed on the Seward Junction SE Project (Parcel 9).

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Bedwell Contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	06/08/2017 11:33 AM
Form Started By: Charlie Crossfield		Started On: 06/08/2017 10:36 AM
Final Approval Date: 06/08/2017		

REAL ESTATE CONTRACT

THIS REAL ESTATE CONTRACT ("Contract") is made by KIMBERLY KLEIN and RANDY BEDWELL (referred to in this Contract as "Seller", whether one or more) and WILLIAMSON COUNTY, TEXAS (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

> Lot 1, Lot 2, and Lot 3, DOS AMIGOS SECTION ONE, according to the map or plat thereof, recorded in Cabinet J, Slide 3, Plat Records, Williamson County, Texas, and as further shown in Exhibit "A" attached hereto and incorporated herein; SAVE AND EXCEPT that certain 0.026 acre tract of land conveyed to Williamson County, Texas in that certain Agreed Judgment in Absence of Objections, Cause No. 10-1745-CC2, Williamson County, Texas, and recorded as Document No. 2011025397, Official Records of Williamson County;

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements situated on and attached to the Property described in Exhibit "A" not otherwise agreed herein to be retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property described in Exhibit "A" and any improvements thereon shall be the sum of NINE HUNDRED FIVE THOUSAND AND FOUR and 00/100 Dollars ($905,004.00).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash at the Closing.

ARTICLE III
PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the closing.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's current actual knowledge:

(1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than as previously disclosed to Purchaser;

(2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof;

ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of Independence Title Company on or before June 15th, 2017, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Special Warranty Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to all of the Property described in Exhibit "A", free and clear of any and all liens and restrictions, except for the following:

(a) General real estate taxes for the year of closing and subsequent years not yet due and payable;

(b) Any exceptions approved by Purchaser pursuant to Article III hereof; and

(c) Any exceptions approved by Purchaser in writing.

(2) Deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

(a) The boundary and survey exceptions shall be deleted;

(b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

(c) The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable".

(d) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

(a) Pay the cash portion of the Purchase Price.

Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

(1) Owner's Title Policy and survey to be paid by Purchaser.

(2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.

(3) All other closing costs shall be paid by Purchaser.

(4) Attorney's fees paid by each respectively.

ARTICLE VI
BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may, as Purchaser's sole and exclusive remedy: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser in which case this Contract will terminate and neither party shall have further liability to the other.

ARTICLE VII
BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of $500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII
MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

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

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by Williamson County, Texas which date is indicated beneath the County Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

As-Is Conveyance

8.12 SELLER AND PURCHASER AGREE THAT, EXCEPT AS MAY BE SPECIFICALLY SET FORTH IN THIS CONTRACT, PURCHASER IS TAKING THE PROPERTY "AS-IS" WITH ANY AND ALL LATENT AND PATENT DEFECTS AND THAT THERE IS NO WARRANTY BY SELLER THAT THE PROPERTY IS FIT FOR A PARTICULAR PURPOSE. PURCHASER ACKNOWLEDGES THAT, EXCEPT FOR MATTERS SPECIFICALLY SET FORTH IN THIS CONTRACT, PURCHASER IS NOT RELYING UPON THE ACCURACY OR COMPLETENESS OF ANY REPRESENTATION, BROCHURE, RENDERING, PROMISE, STATEMENT OR OTHER ASSERTION OR

INFORMATION WITH RESPECT TO THE PROPERTY MADE OR FURNISHED BY OR ON BEHALF OF, OR OTHERWISE ATTRIBUTED TO SELLER OR ANY OF ITS AGENTS, EMPLOYEES OR REPRESENTATIVES, ANY AND ALL SUCH RELIANCE BEING HEREBY EXPRESSLY AND UNEQUIVOCALLY DISCLAIMED, BUT IS RELYING SOLELY AND EXCLUSIVELY UPON ITS OWN EXPERIENCE AND ITS INDEPENDENT JUDGMENT, EVALUATION AND EXAMINATION OF THE PROPERTY. PURCHASER FURTHER UNEQUIVOCALLY WAIVES AND DISCLAIMS (I) THE EXISTENCE OF ANY DUTY TO DISCLOSE ON THE PART OF SELLER OR ANY OF ITS AGENTS, EMPLOYEES OR REPRESENTATIVES AND (II) ANY RELIANCE BY PURCHASER ON THE SILENCE OR ANY ALLEGED NON-DISCLOSURE OF SELLER OR ANY OF ITS AGENTS, EMPLOYEES OR REPRESENTATIVES. PURCHASER TAKES THE PROPERTY UNDER THE EXPRESS UNDERSTANDING THAT THERE ARE NO EXPRESS OR IMPLIED WARRANTIES (EXCEPT FOR LIMITED WARRANTIES OF TITLE SET FORTH IN THE CLOSING DOCUMENTS). PURCHASER EXPRESSLY WARRANTS AND REPRESENTS THAT NO PROMISE OR AGREEMENT WHICH IS NOT HEREIN EXPRESSED HAS BEEN MADE TO IT AND HEREBY DISCLAIMS ANY RELIANCE UPON ANY SUCH ALLEGED PROMISE OR AGREEMENT. THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. THIS PROVISION WAS FREELY NEGOTIATED AND PLAYED AN IMPORTANT PART IN THE BARGAINING PROCESS FOR THIS CONTRACT. PURCHASER HAS AGREED TO DISCLAIM RELIANCE ON SELLER AND TO ACCEPT THE PROPERTY "AS-IS" WITH FULL AWARENESS THAT THE PROPERTY'S PRIOR USES OR OTHER MATTERS COULD AFFECT ITS CONDITION, VALUE, SUITABILITY OR FITNESS; AND PURCHASER CONFIRMS THAT PURCHASER IS HEREBY ASSUMING ALL RISK ASSOCIATED HEREWITH. PURCHASER UNDERSTANDS THAT THE DISCLAIMERS OF RELIANCE AND OTHER PROVISIONS CONTAINED HEREIN COULD LIMIT ANY LEGAL RECOURSE OR REMEDY PURCHASER OTHERWISE MIGHT HAVE. PURCHASER ACKNOWLEDGES THAT IT HAS SOUGHT AND HAS RELIED UPON THE ADVICE OF ITS OWN LEGAL COUNSEL CONCERNING THIS PROVISION. PROVISIONS OF THIS PARAGRAPH SHALL BE INCLUDED IN THE DEED TO BE DELIVERED AT CLOSING, SHALL SURVIVE CLOSING AND SHALL NOT MERGE THEREIN.

Environmental Study

8.13 Prior to Closing, Purchaser shall be allowed access to the Property to conduct a Phase 1 Environmental Study. Irrespective of any conflicting terms contained in this Contract, Purchaser reserves the right to terminate this Contract with no further liability to Seller if the Phase 1 Environmental Study indicates that, subject to Purchaser's sole determination, there are environmental issues on any portion of the Property.

Purchase of Future Right-of-way

9.1 Purchaser acknowledges that it is an entity which possesses the power of condemnation, and that the Property has been identified for proposed future SH29 right of way on the current CAMPO Long Range Transportation Plan and the current Williamson County Transportation Plan.

9.2 The portion of the Property herein which is shown in Exhibit "B" is being conveyed to Purchaser under threat of condemnation.

[signature page follows]

SELLER:

Kimberly Klein

Kimberly Klein

Randy Bedwell

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Dan A. Gattis
County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date:_____

SELLER:

Kimberly Klein

Randy Bedwell

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Dan A. Gattis
County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date:_____

EXHIBIT "A"

WILLLIAMSON COUNTY CLERK

OFFICIAL PUBLIC RECORDS

DOCUMENT NUMBER 8741906

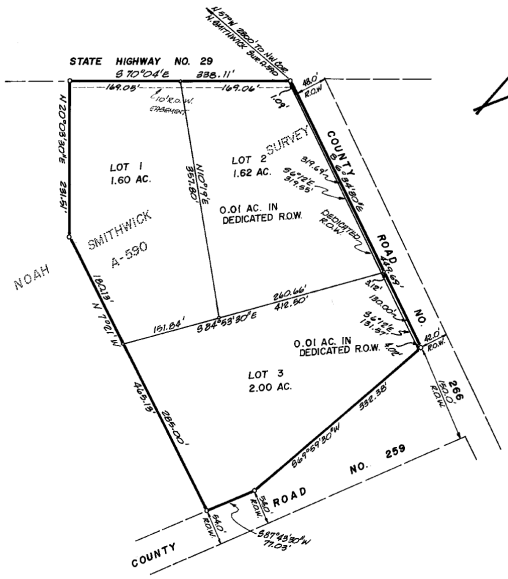
WAS ASSIGNED TO A SUBDIVISION AND

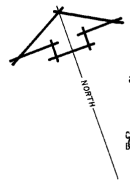
CAN BE FOUND IN THE PLAT RECORDS

IN CABINET J SLIDE(S) 3

Unofficial Document

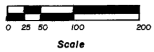
Cab. J Slide 3





41906

FILED FOR RECORD
at 9:25 o'clock A M
NOV 3 1987
JAMES N. BOYDSTON
County Court, Williamson Co., Tex
By Carolyn Gardner Deputy



PERIMETER FIELD NOTES:

BEING 5.22 acres of land situated in the Noah Smithwick Survey, Abstract No. 590 in Williamson County, Texas; said land being a portion of that certain tract called 5.55 acres conveyed by deed to Dos Amigos, a Texas general partnership composed of Randy Bedwell and Douglas L. Anderson as recorded in Volume 1305, Page 409 of the Official Records of Williamson County, Texas. Surveyed on the ground in the month of October, 1987, under the supervision of Don H. Bissell, Registered Public Surveyor and being more particularly described as follows:

BEGINNING at an iron pin set at the intersection of the South right-of-way line of State Highway No. 29 with the West line of County Road No. 266, being the Northeast corner of the above referenced Dos Amigos tract, for the Northeast corner hereof, said point being approximately 1,500 feet, S 57° E, from the Northeast corner of the Noah Smithwick Survey, A 590;

THENCE, along the West line of County Road No. 266, S 06° 34' 30" E, 449.69 feet to a nail found marking the Southeast corner of the said Dos Amigos tract, for the Southeast corner hereof; said point being the intersection of the West line of County Road No. 266 with the North line of County Road No. 259;

THENCE, along the North line of County Road No. 259, S 69° 39' 30" W, 332.36 feet to a 404 nail found, and S 87° 43' 30" W, 77.03 feet to an iron pin set marking the Southwest corner of said Dos Amigos tract, for the Southwest corner hereof;

THENCE, N 07° 21' W, 465.13 feet to an iron pin found and leaving the West line of the Dos Amigos tract, N 20° 03' 30" E, 231.51 feet to an iron pin found on the South line of State Highway No. 29, for the Northwest corner hereof;

THENCE, along the South line of State Highway No. 29, S 70° 04' E, 338.11 feet to the Place of BEGINNING and containing 5.22 acres of land

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

I, Don H. Bissell, Registered Public Surveyor, do hereby certify that this survey was made on the ground of the property legally described hereon and is correct, and that there are no apparent discrepancies, conflicts, shortages in area, boundary line conflicts, encroachments, overlapping of improvements, visible utility lines or roads in place, except as shown on the accompanying plat, and that said property has access to and from a dedicated road, except as shown thereon and is true to the best of my knowledge and belief.

TO CERTIFY WHICH, WITNESS my hand and seal at Georgetown, Williamson County, Texas, this the 29 day of October, 1987, A. D.

Don H. Bissell
Registered Public Surveyor, No. 2218

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

THAT DOS AMIGOS, a Texas general partnership composed of Randy Bedwell and Douglas L. Anderson, owner of that certain tract of land, called 5.55 acres situated in the Noah Smithwick Survey, Abstract No. 590 in Williamson County, Texas, as conveyed by deed recorded in Volume 1305, Page 409 of the Official Records of Williamson County, Texas, do hereby subdivide 5.22 acres in accordance with the attached plat; said subdivision to be known as Dos Amigos, Section One, and do hereby dedicate to the public any easements shown hereon, subject to any easements or restrictions heretofore granted.

WITNESS THEIR hand this 8 day of Oct. 1987, A.D.

Randy Bedwell
Douglas L. Anderson

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

THAT, before me the undersigned authority on this day personally appeared Randy Bedwell and Douglas L. Anderson, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considerations therein expressed.

GIVEN under my hand and seal of office this 8 day of Oct. 1987, A. D.

Karen L Ochoa
Notary Public in and for the State of Texas

My Commission expires: 3/29/89

Based upon the above representations of the engineer or surveyor whose seal is affixed hereto, and after a review of the plat as represented by the said engineer of surveyor, I find that this plat complies with the requirements of Edward's Aquifer Regulations for Williamson County, the Williamson County Flood Plain Regulations and Williamson County Private Sewage Facility Regulations. This certification is made solely upon such representations and should not be relied upon for verification of the facts alleged. The Williamson County Health Department and Williamson County disclaims any responsibility to any member of the public for independent verification of the representation, factual or otherwise, contained in this plat and the documents associated with it.

Don O. Stowell by Jo Howe 10/26/87
D.M. "Mac" Purcell Date
Director of Environmental Services

Approved for the U. S. Postal Service this the 20 day of Oct. 1987, A.D.

Faye Canedy
Postmaster

COMMISSIONER'S COURT APPROVAL

In approving this plat by the Commissioners' Court of Williamson County, Texas, it is understood that the building of all streets, roads or other public thoroughfares designated and shown on this plat, and all bridges and culverts necessary to be placed in such streets, roads or other public thoroughfares or in connection herewith, shall be the responsibility of the owner or developer of the tract of land covered by this plat, in accordance with plans and specifications prescribed by the Commissioners' Court of Williamson County, Texas, and said Commissioners' Court assumes no responsibility or obligations to build or maintain any streets, roads, or other public thoroughfares shown on this plat, or of construction or maintaining any culverts, bridges, etc., in connection herewith. It is further understood that upon completion of the aforesaid obligations of the developer and 60% occupancy of the lots along the roadways and streets in the subdivision has been achieved, and all driveway drain pipes have been installed on written permission from the County Commissioner, the Commissioners' Court assumes full responsibility for maintenance of said streets and roads.

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

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

Don Wilson, County Judge
Williamson County, Texas
11-2-87
Date

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

I, Jesse H. Boydston, Clerk of the County Court of said county, do hereby certify that the foregoing instrument in writing, with its certificate of authentication was filed for record in my office on the 3rd day of November, A.D., 1987 at 9:25 o'clock, A.M., and duly recorded this the 3rd day of November, A.D. 1987 at 9:25 o'clock, A.M., in the Plat Records of said County in Cabinet J, Slide 3.

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

Jesse H. Boydston, Clerk County Court of Williamson County, Texas
By: Carolyn Gardner
CAROLYN GARDNER

COUNTY COURT WILLIAMSON COUNTY, TEXAS

NOTES:

1. Total Acreage: 5.22
2. Number of Lots: 3
3. Number of Blocks: 1
4. This tract is not located within the Edwards' Aquifer Recharge zone.
5. No structure or land on this plat shall hereafter be located, altered or have its use changed without first submitting a Certificate of Compliance Application Form to the Williamson County Flood Plain Administrator.
6. Each lot will be served by an individual on-site wastewater system. Water will be supplied by Chisholm Trail Water Supply Corporation.
7. In order to promote drainage away from a structure, the slab elevation should be built at least one foot above the surrounding ground, and the ground should be graded away from the structure at a slope of 1/2" per foot for a distance of at least ten feet.

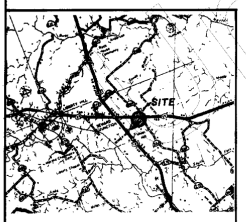
STATE OF TEXAS §
KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

I, Don H. Bissell, Registered Public Surveyor, do hereby certify that this subdivision is not in the Edwards Aquifer Recharge Zone and is not encroached by a Zone A flood area, as denoted hereon, and as defined by Federal Emergency Management Administration Flood Hazard Boundary Map, Community-Panel Number 481079-0005A, effective date November 1, 1977.

However, no drainage study has been performed by the undersigned on this property to determine the accuracy of the above-referenced Flood Hazard Boundary Map, or to determine the location of additional flood-prone areas.

TO CERTIFY WHICH, WITNESS my hand and seal at Georgetown, Williamson County, Texas, on this the 29 day of October, 1987, A.D.

Don H. Bissell
Registered Public Surveyor, No. 2218
State of Texas



LOCATION MAP NTS

Owners: Randy Bedwell
Douglas L. Anderson
101 Turtle Cove
Georgetown, Texas 78628

DOS AMIGOS
SECTION ONE

BEING A 5.22 ACRE TRACT SITUATED IN THE NOAH SMITHWICK SURVEY, A-590 WILLIAMSON COUNTY, TEXAS

Steger & Bizzell, Inc.
CONSULTING ENGINEERS - SURVEYORS
P.O. BOX 806 · GEORGETOWN, TEXAS 78626
(512) 863-4521 (GEORGETOWN PHO
(512) 258-2882 (AUSTIN PH.)

Date: October 8, 1987
Job No. E-12888

Unofficial Document

EXHIBIT "B"

FIELD NOTES DESCRIPTION – PARCEL 9

DESCRIPTION OF 0.6426 ACRE OF LAND IN THE NOAH SMITHWICK SURVEY, ABSTRACT NO. 590, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 2 AND A PORTION OF LOT 3, DOS AMIGOS SECTION ONE, A SUBDIVISION OF RECORD IN CABINET J, SLIDE 3, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.6426 ACRE, AS SURVEYED BY BOWMAN CONSULTING GROUP, LTD. AND SHOWN ON THE ACCOMPANYING SKETCHES, BEING MORE PARTICULARLY DESCRIBED AS TRACT 1 (0.3687 ACRE) AND TRACT 2 (0.2739 ACRE), BY METES AND BOUNDS AS FOLLOWS:

TRACT 1 (0.3687 ACRE PORTION OF LOT 2)

BEGINNING at an iron rod with a 1.5-inch aluminum cap stamped "TxDOT" found, 64.73 feet left of Williamson County Road 266 Baseline Station 270+31.36, in the south right-of-way line of State Highway No. 29, a varying width right-of-way, same being the north line of Lot 2 of the said Dos Amigos Section One, at the intersection with the west right-of-way line of County Road 266, a varying width right-of-way, same being the west corner of that certain called 0.026 acre right-of-way dedication to Williamson County, Texas, of record in Document No. 2011025397, Official Public Records of Williamson County, Texas, for the northeast corner and **POINT OF BEGINNING** of the tract described herein;

THENCE leaving the south right-of-way line of State Highway 29, with the existing west right-of-way line of County Road 269, and with the east line of the tract described herein, the following two (2) courses and distances:

1. S 40° 26' 30" E, crossing Lot 2 of the said Dos Amigos Section One, with the west line of the said 0.026 acre tract, and with the east line of the tract described herein, a distance of 85.21 feet to a calculated point, 14.69 feet left of County Road 266 Baseline Station 269+62.39, at the south corner of the said 0.026 acre tract, in the east line of said Lot 2, of the said Dos Amigos Section One, for an angle point, and

2. S 08° 21' 46" E, with the east line of Lot 2 of the said Dos Amigos Section One, a distance of 269.23 feet to a calculated point, 7.83 feet right of County Road 266 Baseline Station 266+94.12, in the common line of Lot 2 and Lot 3 of the said Dos Amigos Section One, for the southeast corner of the tract described herein, and from said calculated point, a 1/2-inch iron rod found at the southeast corner of a 0.01 acre portion of Lot 2 dedicated for right-of-way and the northeast corner of a 0.01 acre portion of Lot 3 dedicated for right-of-way, as shown on the said Dos Amigos Section One subdivision plat bears S 87° 02' 37" E, a distance of 3.12 feet;

THENCE N 87° 02' 37" W, with the common line of Lot 2 and Lot 3 of the said Dos Amigos Section One, and with the south line of the tract described herein, a distance of 65.23 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" set, 57.24 feet left of County Road 266 Baseline Station 266+98.49, for the southwest corner of the tract described herein;

THENCE leaving the north line of Lot 3 and crossing Lot 2 of the said Dos Amigos Section One, with the proposed west right-of-way line of County Road 266, and with the west line of the tract described herein, the following three (3) courses and distances:

1. with the arc of a curve to the left, having a radius of 925.00 feet, an arc distance of 87.42 feet and a chord which bears N 01° 46' 14" W, a distance of 87.39 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" set, 57.00 feet left of County Road 266 Baseline Station 267+89.51, for a point of tangency,

2. N 04° 28' 41" W, a distance of 188.69 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" set, 57.00 feet left of County Road 266 Baseline Station 269+78.20, for an angle point, and

3. N 38° 21' 18" W, a distance of 83.02 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" set, 103.28 feet left of County Road 266 Baseline Station 270+47.13, in the south right-of-way line of State Highway 29, same being the north line of Lot 2, for the northwest corner of the tract described herein;

THENCE S 72° 13' 55" E, with the south right-of-way line of State Highway 29, same being the north line of the said Lot 2, with the north line of the tract described herein, a distance of 41.65 feet to the **POINT OF BEGINNING** and containing 0.3687 acre (16,059 square feet) of land, more or less.

TRACT 2 (0.2739 ACRE PORTION OF LOT 3)

BEGINNING at a calculated point, 18.48 feet right of Williamson County Road 266 Baseline Station 265+62.07, in the existing north right-of-way line of County Road 259, a varying width right-of-way, at the intersection with the existing west right-of-way line of County Road 266, a varying width right-of-way, same being the southeast corner of Lot 3 of the said Dos Amigos Section One, for the southeast corner and **POINT OF BEGINNING** of the tract described herein, and from said calculated point, a 60d nail found at the southeast corner of a 0.01 acre portion of Lot 3 dedicated for right-of-way, as shown on the said Dos Amigos Section One subdivision plat bears N 67° 48' 26" E, a distance of 4.02 feet;

THENCE S 67° 48' 26" W, with the existing north right-of-way line of County Road 259, same being the south line of Lot 3 of the said Dos Amigos Section One, and with the south line of the tract described herein, a distance of 96.81 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" set, 73.73 feet left of County Road 266 Baseline Station 265+32.62, for the southeast corner of the tract described herein;

THENCE leaving the existing north right-of-way line of County Road 259 and crossing Lot 3 of the said Dos Amigos Section One, with the proposed west right-of-way line of County Road 266, and with the west line of the tract described herein, the following two (2) courses and distances:

1. with the arc of a curve to the right, having a radius of 1075.00 feet, an arc distance of 114.52 feet and a chord which bears N 01° 21' 19" E, a distance of 114.46 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" set, 62.16 feet left of County Road 266 Baseline Station 266+45.83, for a point of reverse curvature, and

2. with the arc of a curve to the left, having a radius of 925.00 feet, an arc distance of 56.02 feet and a chord which bears N 02° 40' 20" E, a distance of 56.01 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" set, 57.24 feet left of County Road 266 Baseline Station 266+98.49, in the common line of Lot 3 and Lot 2 of the said Dos Amigos Section One, for the northwest corner of the tract described herein;

THENCE S 87° 02' 37" E, with the common line of Lot 3 and Lot 2 of the said Dos Amigos Section One, and with the north line of the tract described herein, a distance of 65.23 feet to a calculated point in the existing west right-of-way line of County Road 266, at the northeast corner of Lot 3 and the southeast corner of Lot 2 of the said Dos Amigos Section One, for the northeast corner of the tract described herein, and from said calculated point, a 1/2-inch iron rod found at the northeast corner of a 0.01 acre portion of Lot 3 dedicated for right-of-way and the southeast corner of a 0.01 acre portion of Lot 2 dedicated for right-of-way, as shown on the said Dos Amigos Section One subdivision plat bears S 87° 02' 37" E, a distance of 3.12 feet;

THENCE S 08° 21' 46" E, with the west right-of-way line of County Road 266, same being the east line of Lot 3 of the said Dos Amigos Section One, and with the east line of the tract described herein, a distance of 131.85 feet to the **POINT OF BEGINNING** and containing 0.2739 acre (11,930 square feet) of land, more or less; for a total area of 0.6426 of one acre of land, more or less, comprised of Tract 1 (0.3687 acre) and Tract 2 (0.2739 acre).

BEARING BASIS: Texas Coordinate System, Central Zone, NAD83, Grid.

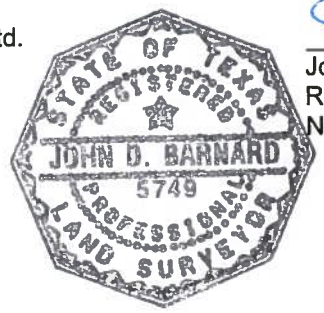
BOWMAN WORD FILE: FN1793(gt)

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS
COUNTY OF TRAVIS §

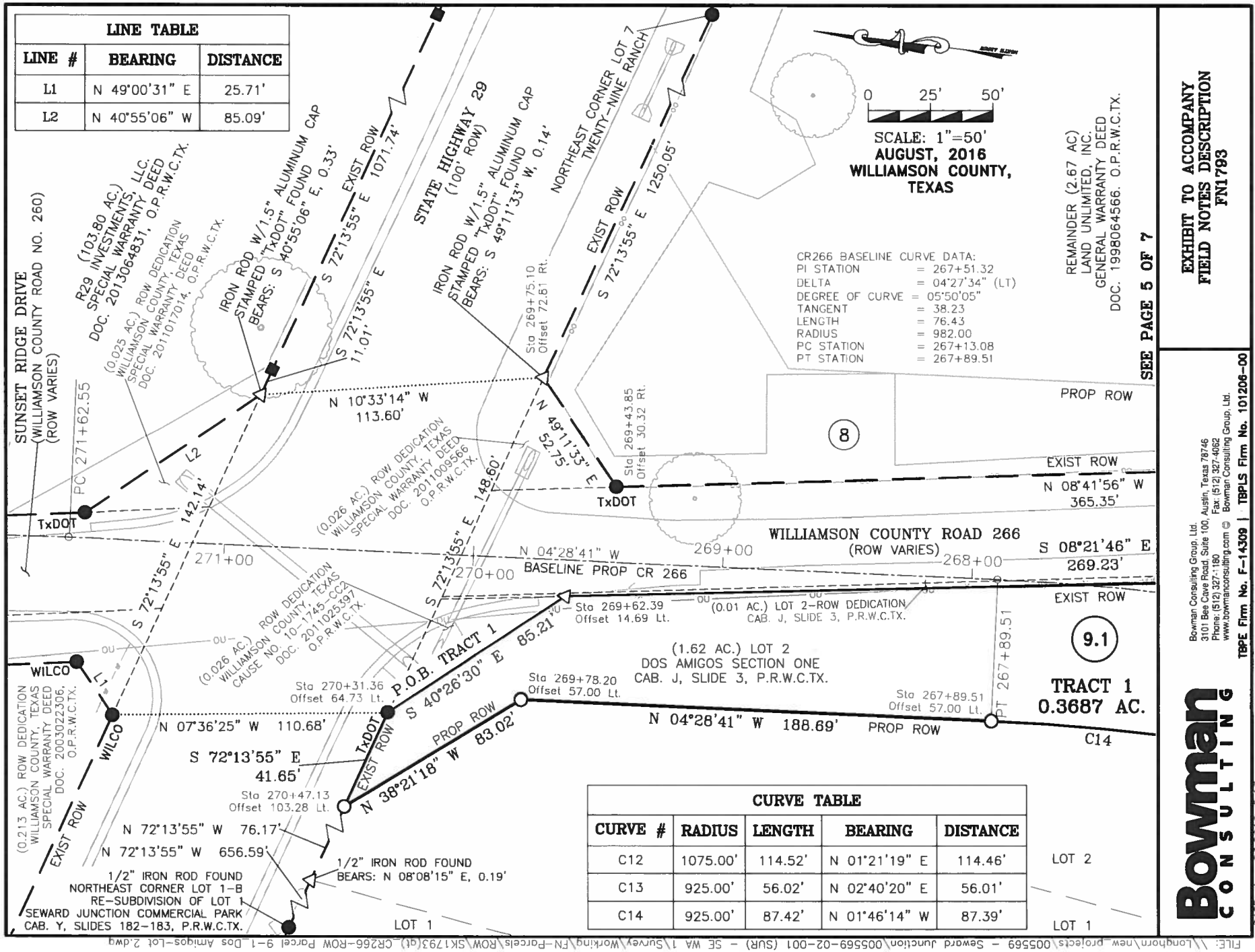
That I, John D. Barnard, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground during the months of January through June 2015 under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on this 24th of August, 2016 A.D.

Bowman Consulting Group, Ltd.
Austin, Texas 78746



John D. Barnard
Registered Professional Land Surveyor
No. 5749 – State of Texas


LINE TABLE
LINE # | BEARING | DISTANCE
L1 | N 49°00'31" E | 25.71'
L2 | N 40°55'06" W | 85.09'
SCALE: 1"=50'
AUGUST, 2016
WILLIAMSON COUNTY, TEXAS
0 25' 50'
CR266 BASELINE CURVE DATA:
PI STATION = 267+51.32
DELTA = 04°27'34" (LT)
DEGREE OF CURVE = 05°50'05"
TANGENT = 38.23
LENGTH = 76.43
RADIUS = 982.00
PC STATION = 267+13.08
PT STATION = 267+89.51
SUNSET RIDGE DRIVE
(WILLIAMSON COUNTY ROAD NO. 260)
(ROW VARIES)
R29 INVESTMENTS, LLC. (103.80 AC.)
SPECIAL WARRANTY DEED
DOC. 2013064831, O.P.R.W.C.TX.
(0.025 AC.) ROW DEDICATION
WILLIAMSON COUNTY, TEXAS
SPECIAL WARRANTY DEED
DOC. 2011017014, O.P.R.W.C.TX.
IRON ROD W/1.5" ALUMINUM CAP
STAMPED "TxDOT" FOUND
BEARS: S 40°55'06" E, 0.33'
S 72°13'55" E 1071.74'
EXIST ROW
S 72°13'55" E 11.01'
STATE HIGHWAY 29
(100' ROW)
IRON ROD W/1.5" ALUMINUM CAP
STAMPED "TxDOT" FOUND
BEARS: S 49°11'33" W, 0.14'
NORTHEAST CORNER LOT 7
TWENTY-NINE RANCH
Sta 269+75.10
Offset 72.81 Rt.
EXIST ROW
S 72°13'55" E 1250.05'
REMAINDER (2.67 AC)
LAND UNLIMITED, INC.
GENERAL WARRANTY DEED
DOC. 1998064566. O.P.R.W.C.TX.
PROP ROW
8
Sta 269+43.85
Offset 30.32 Rt.
EXIST ROW
N 08°41'56" W
365.35'
N 10°33'14" W
113.60'
N 49°11'33" E
52.75'
148.60'
TxDOT
PC 271+62.55
L2
142.14'
TxDOT
(0.026 AC.) ROW DEDICATION
WILLIAMSON COUNTY, TEXAS
SPECIAL WARRANTY DEED
DOC. 2011009566
O.P.R.W.C.TX.
WILLIAMSON COUNTY ROAD 266
(ROW VARIES)
271+00
270+00
269+00
268+00
N 04°28'41" W
BASELINE PROP CR 266
S 08°21'46" E
269.23'
EXIST ROW
S 72°13'55" E
(0.026 AC.) ROW DEDICATION
WILLIAMSON COUNTY, TEXAS
CAUSE NO. 10-1745-CC2
DOC. 2011025397
O.P.R.W.C.TX.
Sta 269+62.39
Offset 14.69 Lt.
(0.01 AC.) LOT 2-ROW DEDICATION
CAB. J, SLIDE 3, P.R.W.C.TX.
9.1
TRACT 1
0.3687 AC.
(1.62 AC.) LOT 2
DOS AMIGOS SECTION ONE
CAB. J, SLIDE 3, P.R.W.C.TX.
WILCO
L1
WILCO
(0.213 AC.) ROW DEDICATION
WILLIAMSON COUNTY, TEXAS
SPECIAL WARRANTY DEED
DOC. 2003022306,
O.P.R.W.C.TX.
EXIST ROW
Sta 270+31.36
Offset 64.73 Lt.
P.O.B. TRACT 1
S 40°26'30" E 85.21'
Sta 269+78.20
Offset 57.00 Lt.
Sta 267+89.51
Offset 57.00 Lt.
PT 267+89.51
N 07°36'25" W 110.68'
N 04°28'41" W 188.69'
PROP ROW
C14
S 72°13'55" E
41.65'
TxDOT
EXIST ROW
PROP ROW
N 38°21'18" W 83.02'
Sta 270+47.13
Offset 103.28 Lt.
N 72°13'55" W 76.17'
N 72°13'55" W 656.59'
1/2" IRON ROD FOUND
BEARS: N 08°08'15" E, 0.19'
1/2" IRON ROD FOUND
NORTHEAST CORNER LOT 1-B
RE-SUBDIVISION OF LOT 1
SEWARD JUNCTION COMMERCIAL PARK
CAB. Y, SLIDES 182-183, P.R.W.C.TX.
LOT 1
CURVE TABLE
CURVE # | RADIUS | LENGTH | BEARING | DISTANCE
C12 | 1075.00' | 114.52' | N 01°21'19" E | 114.46'
C13 | 925.00' | 56.02' | N 02°40'20" E | 56.01'
C14 | 925.00' | 87.42' | N 01°46'14" W | 87.39'
LOT 2
LOT 1
SEE PAGE 5 OF 7
EXHIBIT TO ACCOMPANY
FIELD NOTES DESCRIPTION
FN1793
PAGE 4 OF 7
Bowman CONSULTING
Bowman Consulting Group, Ltd.
3101 Bee Cave Road, Suite 100, Austin, Texas 78746
Phone: (512) 327-1180 Fax: (512) 327-4062
www.bowmanconsulting.com © Bowman Consulting Group, Ltd.
TBPE Firm No. F-14309 | TBPLS Firm No. 101206-00
DATE: Aug 23,2016-5:17pm
FILE: \\Longhorn\new_projects\005569 - Seward Junction\005569-02-001 (SUR) - SE WA 1\Survey\Working\FN-Parcels\ROW\SK1793(gt)_CR266-ROW Parcel 9-1_Dos Amigos-Lot 2.dwg

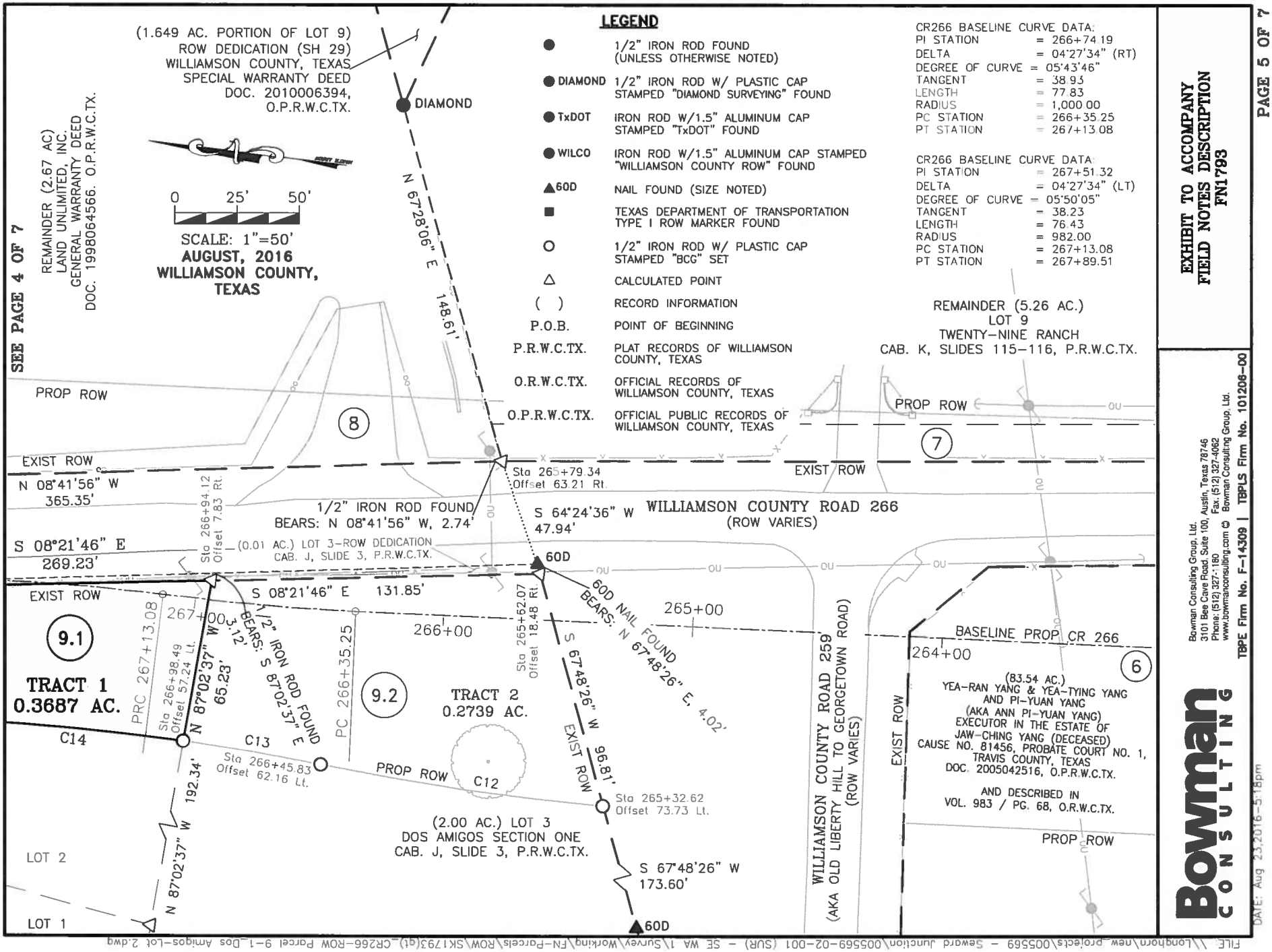
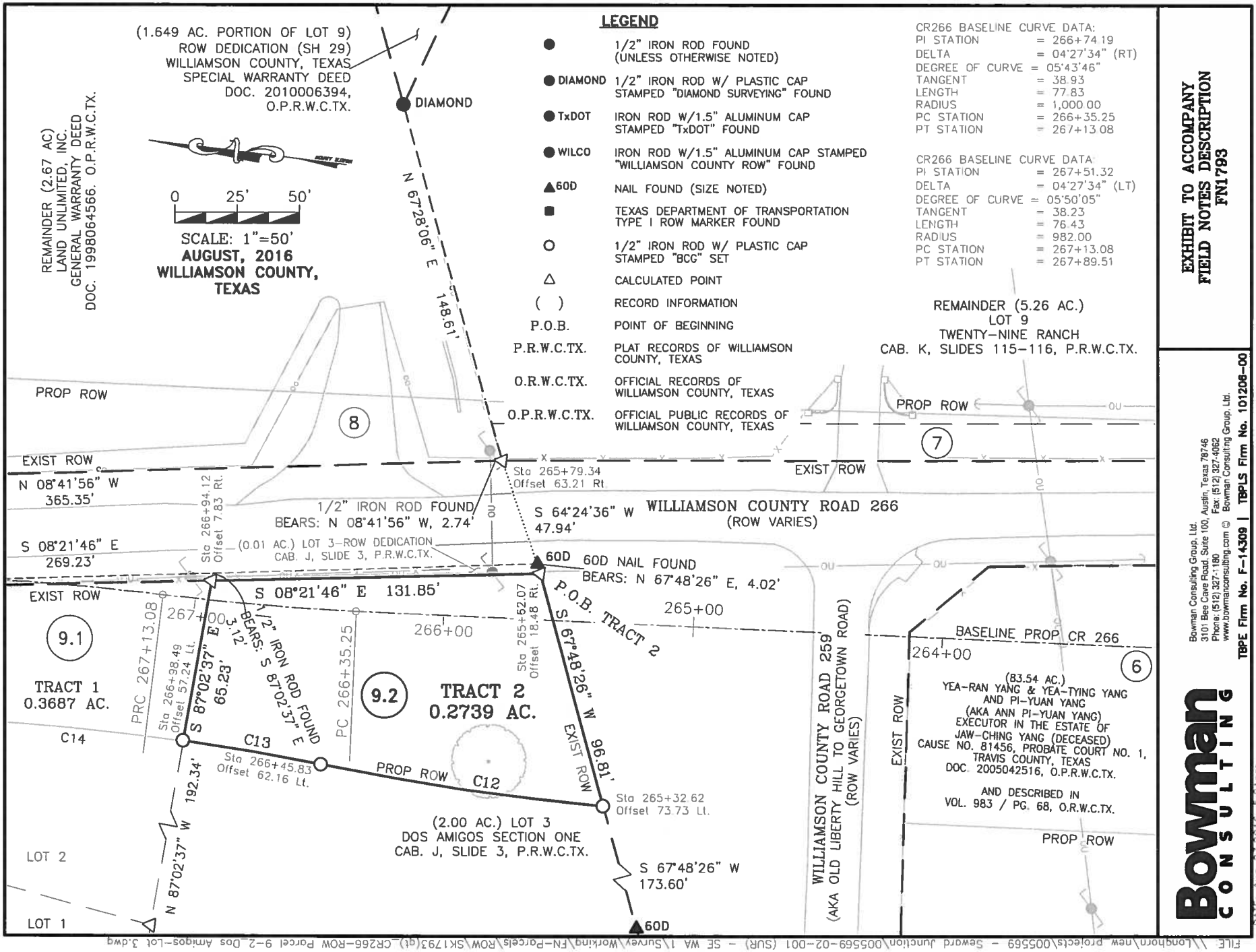

SEE PAGE 4 OF 7
(1.649 AC. PORTION OF LOT 9)
ROW DEDICATION (SH 29)
WILLIAMSON COUNTY, TEXAS
SPECIAL WARRANTY DEED
DOC. 2010006394,
O.P.R.W.C.TX.
REMAINDER (2.67 AC)
LAND UNLIMITED, INC.
GENERAL WARRANTY DEED
DOC. 1998064566. O.P.R.W.C.TX.
DIAMOND
N 67°28'06" E
148.61'
0 25' 50'
SCALE: 1"=50'
AUGUST, 2016
WILLIAMSON COUNTY,
TEXAS
LEGEND
1/2" IRON ROD FOUND (UNLESS OTHERWISE NOTED)
DIAMOND 1/2" IRON ROD W/ PLASTIC CAP STAMPED "DIAMOND SURVEYING" FOUND
TxDOT IRON ROD W/1.5" ALUMINUM CAP STAMPED "TxDOT" FOUND
WILCO IRON ROD W/1.5" ALUMINUM CAP STAMPED "WILLIAMSON COUNTY ROW" FOUND
60D NAIL FOUND (SIZE NOTED)
TEXAS DEPARTMENT OF TRANSPORTATION TYPE I ROW MARKER FOUND
1/2" IRON ROD W/ PLASTIC CAP STAMPED "BCG" SET
CALCULATED POINT
( ) RECORD INFORMATION
P.O.B. POINT OF BEGINNING
P.R.W.C.TX. PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
O.R.W.C.TX. OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.TX. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
CR266 BASELINE CURVE DATA:
PI STATION = 266+74.19
DELTA = 04°27'34" (RT)
DEGREE OF CURVE = 05°43'46"
TANGENT = 38.93
LENGTH = 77.83
RADIUS = 1,000.00
PC STATION = 266+35.25
PT STATION = 267+13.08
CR266 BASELINE CURVE DATA:
PI STATION = 267+51.32
DELTA = 04°27'34" (LT)
DEGREE OF CURVE = 05°50'05"
TANGENT = 38.23
LENGTH = 76.43
RADIUS = 982.00
PC STATION = 267+13.08
PT STATION = 267+89.51
REMAINDER (5.26 AC.)
LOT 9
TWENTY-NINE RANCH
CAB. K, SLIDES 115-116, P.R.W.C.TX.
PROP ROW
EXIST ROW
N 08°41'56" W
365.35'
8
7
Sta 265+79.34
Offset 63.21 Rt.
1/2" IRON ROD FOUND
BEARS: N 08°41'56" W, 2.74'
S 64°24'36" W
47.94'
WILLIAMSON COUNTY ROAD 266
(ROW VARIES)
S 08°21'46" E
269.23'
Sta 266+94.12
Offset 7.83 Rt.
(0.01 AC.) LOT 3-ROW DEDICATION
CAB. J, SLIDE 3, P.R.W.C.TX.
60D
S 08°21'46" E 131.85'
60D NAIL FOUND
BEARS: N 67°48'26" E, 4.02'
Sta 265+62.07
Offset 18.48 Rt.
265+00
266+00
267+00
BASELINE PROP. CR 266
264+00
9.1
TRACT 1
0.3687 AC.
PRC 267+13.08
Sta 266+98.49
Offset 57.24 Lt.
N 87°02'37" W
65.23'
3.12'
BEARS: S 87°02'37" E
1/2" IRON ROD FOUND
PC 266+35.25
9.2
TRACT 2
0.2739 AC.
S 67°48'26" W
96.81'
EXIST ROW
C14
C13
C12
Sta 266+45.83
Offset 62.16 Lt.
PROP ROW
Sta 265+32.62
Offset 73.73 Lt.
N 87°02'37" W
192.34'
(2.00 AC.) LOT 3
DOS AMIGOS SECTION ONE
CAB. J, SLIDE 3, P.R.W.C.TX.
S 67°48'26" W
173.60'
60D
LOT 2
LOT 1
WILLIAMSON COUNTY ROAD 259
(AKA OLD LIBERTY HILL TO GEORGETOWN ROAD)
(ROW VARIES)
(83.54 AC.)
YEA-RAN YANG & YEA-TYING YANG
AND PI-YUAN YANG
(AKA ANN PI-YUAN YANG)
EXECUTOR IN THE ESTATE OF
JAW-CHING YANG (DECEASED)
CAUSE NO. 81456, PROBATE COURT NO. 1,
TRAVIS COUNTY, TEXAS
DOC. 2005042516, O.P.R.W.C.TX.
AND DESCRIBED IN
VOL. 983 / PG. 68, O.R.W.C.TX.
6
EXHIBIT TO ACCOMPANY
FIELD NOTES DESCRIPTION
FN1793
PAGE 5 OF 7
Bowman CONSULTING
Bowman Consulting Group, Ltd.
3101 Bee Cave Road, Suite 100, Austin, Texas 78746
Phone: (512) 327-1180 Fax: (512) 327-4062
www.bowmanconsulting.com © Bowman Consulting Group, Ltd.
TBPE Firm No. F-14309 | TBPLS Firm No. 101206-00
DATE: Aug 23,2016-5:18pm
FILE: \\Longhorn\new_projects\005569 - Seward Junction\005569-02-001 (SUR) - SE WA 1\Survey\Working\FN-Parcels\ROW\SK1793(gl)_CR266-ROW Parcel 9-1_Dos Amigos-Lot 2.dwg

EXHIBIT TO ACCOMPANY FIELD NOTES DESCRIPTION FN1793



Bowman Consulting Group, Ltd.
3101 Bee Cave Road, Suite 100, Austin, Texas 78746
Phone: (512) 327-1180 Fax: (512) 327-4062
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TBPE Firm No. F-14309 | TBPLS Firm No. 101206-00

Bowman CONSULTING

DATE: Aug 23,2016-5:21pm
FILE: \\Longhorn\new projects\005569 - Seward Junction\005569-02-001 (SUR) - SE WA 1\Survey\Working\FN-Parcels\ROW\SK1793(gt)_CR266-ROW Parcel 9-2 Dos Amigos-Lot 3.dwg

NOTES:

1. BEARING BASIS IS TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4204), NAD83, GRID, BASED ON SURVEY TIES MADE TO CONTROL MONUMENTS SAM3, SAM4, SAM5 & SAM6 AS SHOWN ON CONTROL SHEETS FOR THE US 183: CR213 TO RIVA RIDGE DRIVE PROJECT (CSJ: 0151-04-063/064); LOWER COLORADO RIVER AUTHORITY (LCRA) CONTROL MONUMENTS AZF9 AND X622; AND TEXAS DEPARTMENT OF TRANSPORTATION (TxDOT) CONTROL MONUMENT N2463018.

2. DISTANCES SHOWN HEREON ARE BASED ON SURFACE MEASUREMENTS, TO CONVERT SURFACE DISTANCES TO GRID, MULTIPLY BY THE COMBINED SCALE FACTOR.

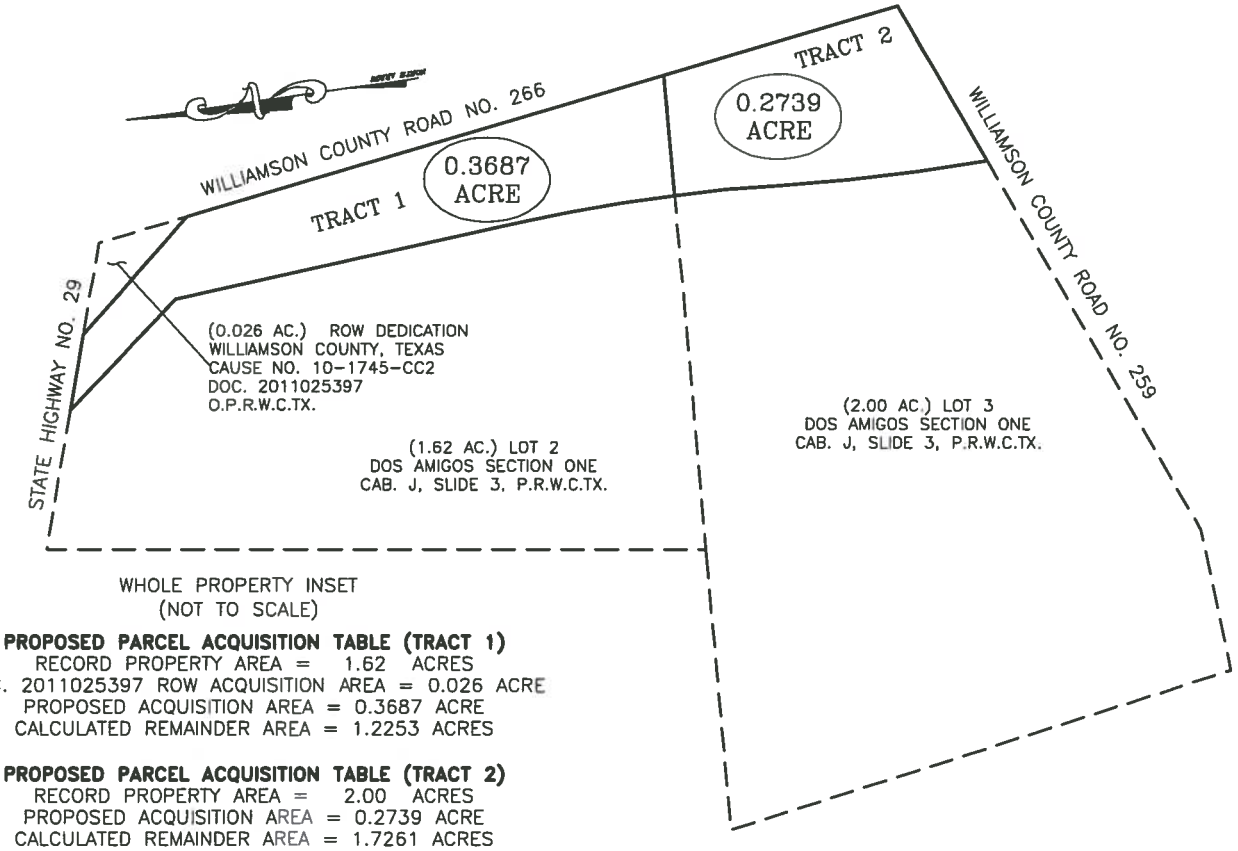
3. THE COMBINED SCALE FACTOR FOR THIS PROJECT IS 1.000115 (GRID TO SURFACE).

4. IMPROVEMENTS SHOWN HEREON ARE BASED ON AN ENGINEERING DESIGN SURVEY PERFORMED BY BOWMAN CONSULTING, DURING THE MONTHS OF JANUARY THROUGH JUNE, 2015.

5. COUNTY ROAD 259 STATIONS AND OFFSETS SHOWN HEREON ARE BASED ON THE THE PROJECT BASELINES (269011AL01.DGN), AS PROVIDED BY AGUIRRE & FIELDS, LP ON 08-26-2015.

6. THE ACREAGE CALCULATED AND SHOWN HEREON IS DERIVED FROM RECORD INFORMATION, AND IS FOR INFORMATIONAL PURPOSES ONLY. THIS DOES NOT IN ANY WAY REPRESENT A BOUNDARY SURVEY OF THE PARENT TRACT(S).

7. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE. THERE MAY BE EASEMENTS OR OTHER MATTERS OF RECORD NOT SHOWN.



WHOLE PROPERTY INSET
(NOT TO SCALE)

PROPOSED PARCEL ACQUISITION TABLE (TRACT 1)
RECORD PROPERTY AREA = 1.62 ACRES
DOC. 2011025397 ROW ACQUISITION AREA = 0.026 ACRE
PROPOSED ACQUISITION AREA = 0.3687 ACRE
CALCULATED REMAINDER AREA = 1.2253 ACRES

PROPOSED PARCEL ACQUISITION TABLE (TRACT 2)
RECORD PROPERTY AREA = 2.00 ACRES
PROPOSED ACQUISITION AREA = 0.2739 ACRE
CALCULATED REMAINDER AREA = 1.7261 ACRES

STATE OF TEXAS
REGISTERED
JOHN D. BARNARD
5749
PROFESSIONAL
LAND SURVEYOR

SURVEYOR CERTIFICATION

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

JOHN D. BARNARD
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5749,
STATE OF TEXAS

8/24/2016
DATE

Bowman CONSULTING

Bowman Consulting Group, Ltd.
3101 Bee Cave Road, Suite 100, Austin, Texas 78746
Phone: (512) 327-1180 Fax: (512) 327-4062
www.bowmanconsulting.com Bowman Consulting Group, Ltd.
TBPE Firm No. F-14309 | TBPLS Firm No. 101206-00

EXHIBIT TO ACCOMPANY FIELD NOTES DESCRIPTION FN1793

FILE: \\Longhorn\new projects\005569 - Seward Junction\005569-02-001 (SUR) - SE WA 1\Survey\Working\FN-Parcels\ROW\SK1793(qt) CR266-ROW Parcel 9-1_Dos Amigos-Lot 2.dwg

DATE: Aug 23,2016-5:20pm

Commissioners Court - Regular Session **21.**

Meeting Date: 06/13/2017

Set a public hearing to change the street name from Logans Way to Rocky Top Ranch

Submitted For: Jay Schade **Submitted By:** Teresa Baker, Information Technology

Department: Information Technology

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take any appropriate action to set a public hearing pursuant to Tex. Transp. Code § 251.152 regarding proposed street name change in Pct. 3 for Logan's Way to Rocky Top Ranch, including authorization for publication in local newspaper of notice to the public.

Background

Background information

Currently, there is only one property owner on this roadway and they are requesting this change. Staff recommends a public hearing two weeks from today.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Rebecca Clemons	06/07/2017 03:31 PM
inky	Inky Chandler-Mertz	06/08/2017 08:38 AM
Information Technology (Originator)	Teresa Baker	06/08/2017 08:46 AM
Information Technology (Originator)	Teresa Baker	06/08/2017 11:11 AM
Form Started By: Teresa Baker		Started On: 06/07/2017 01:03 PM
Final Approval Date: 06/08/2017		

Commissioners Court - Regular Session **22.**

Meeting Date: 06/13/2017

Salary Grievance Committee Selection

Submitted For: Ashlie Koenig **Submitted By:** Jennifer Templeton, Budget Office

Department: Budget Office

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and consider approving a salary grievance committee, including alternates.

Background

Per Local Government Code 152.014, a salary grievance committee is partially composed of nine public members. These members shall be selected during a meeting of the Commissioners Court. This committee will serve, if needed during this fiscal year 2017 with regard to elected officials salaries.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	06/08/2017 08:36 AM

Form Started By: Jennifer Templeton Started On: 06/08/2017 08:21 AM

Final Approval Date: 06/08/2017

Commissioners Court - Regular Session **23.**

Meeting Date: 06/13/2017

C & L Grade Chart Update

Submitted By: Tara Raymore, Human Resources

Department: Human Resources

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving the transition of the C & L pay grade charts to the B grade chart.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

C and L Chart Cost

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	06/08/2017 10:09 AM
Form Started By: Tara Raymore		Started On: 06/08/2017 09:51 AM
Final Approval Date: 06/08/2017		

	Year 1	Year 2	Year 3
2% (Current)	$25,833,856.57	$26,350,533.70	$26,877,544.37
3%	$26,087,129.67	$26,869,743.56	$27,675,835.87
Difference	**$253,273.10**	**$519,209.86**	**$798,291.50**
One Time Cost	**$48,311.58**		

Commissioners Court - Regular Session **24.**

Meeting Date: 06/13/2017

Awarding RFP 1703-149 Cedar Park Tax Office Remodel

Submitted For: Randy Barker **Submitted By:** Thomas Skiles, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on awarding RFP # 1703-149, Cedar Park Tax Office Renovation Project, to the highest scoring proposer, Falkenberg Construction Co. Inc., and authorize County Judge to execute agreement.

Background

After thorough evaluation by the evaluation committee of the 4 proposals received and a reference check of the finalist, the committee is recommending Falkenberg Construction Co. Inc. for award of RFP 1703-149 for the Cedar Park Tax Office Renovation Project. Total amount of this agreement will be $690,225.00 with a final completion date of January 1, 2018.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Evaluation Sheet

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Kerstin Hancock	06/08/2017 10:16 AM
County Judge Exec Asst.	Wendy Coco	06/08/2017 11:33 AM
Form Started By: Thomas Skiles		Started On: 06/01/2017 02:48 PM
Final Approval Date: 06/08/2017		

AGREEMENT
BETWEEN OWNER AND CONTRACTOR

The **Owner**:	Williamson County 710 Main Street, Ste. 101 Georgetown, Texas 78626
and **Contractor**	Falkenberg Construction Co. Inc. 4850 Samuell Blvd. Mesquite, TX 75149
for the **Project**:	Cedar Park Tax Office 350 Discovery Boulevard Suite 101 Cedar Park, Texas 78613
Architect:	MODE Design Company 1102 S. Austin Avenue Suite 103 Georgetown, Texas 78626

AGREEMENT, this Agreement Between Owner and Contractor (hereinafter called "Agreement") is entered into effective as of the date indicated herein below and all attachments (the "Effective Date"), by and between Williamson County a political subdivision of the State of Texas (hereinafter called the "Owner") and Falkenberg Construction Co. Inc. (hereinafter called "Contractor").

WHEREAS, the Owner desires to retain a Contractor for the remodel and reconstruction of the Cedar Park Tax Office (hereinafter called the "Project"),

WHEREAS, the Owner desires a Contractor who will render, diligently and competently in accordance with the highest standards used in the profession, all Contractor services which shall be necessary or advisable for the expeditious, economical and satisfactory completion of the Project, and

NOW, THEREFORE, in consideration of the mutual undertakings herein contained, the parties hereto agree as follows:

ARTICLE 1 SCOPE OF WORK

The Contractor has 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 Work, or any phase of the Work, in accordance with the Specifications and Drawings for the Project and the Owner's requirements. The Specifications and Drawings were prepared for Williamson County by the Architect. The Contractor shall do everything required by the Contract Documents.

ARTICLE 2 CONTRACT DOCUMENTS

2.1 The Contract Documents consist of the following, which are incorporated by reference for all purposes:

a. This Agreement and all exhibits and attachments listed, contained or referenced in this Agreement;
b. The Uniform General Conditions for Williamson County ("General Conditions");
c. The Supplementary Conditions, if any;
d. All Addenda issued prior to the Effective Date of this Agreement;
e. The Bid/Proposal Documents as defined by the Invitation for Bidders/Request for Proposals;
f. All Change Orders issued after the Effective Date of this Agreement;
g. Minimum Insurance Coverages and Minimum Coverage Amounts, which is attached here to as **Exhibit 1**;
h. Williamson County Vendor Reimbursement Policy, which is attached here to as **Exhibit 2**; and
i. The Drawings, Specifications, details and other documents developed by Architect to describe the Project and accepted by Owner, which are attached hereto **Exhibit 3**.

2.2 The Contract Documents form the entire and integrated Contract and Agreement between Owner and Contractor and supersede all prior negotiations, representations or agreements, written or oral. Contractor acknowledges receipt of all Contract Documents as of the date of its execution hereof.

2.3 The term "Contractor" shall be interchangeable with the terms "Proposer," "Bidder," Respondent" and "General Contractor" or other similar terms as appropriate in the Contract Documents.

ARTICLE 3 CONTRACT TIME

The Owner shall provide a Notice to Proceed in which a date for commencement of the work shall be started. The Contractor shall achieve Substantial Completion of the Work **on or before December 1, 2017**, as such completion date may be extended by approved Change Orders. Unless otherwise specified in writing, Contractor shall achieve Final Completion **on or before January 1, 2018**. The time set forth for completion of the work is an essential element of the Contract.

ARTICLE 4 CONTRACTOR REPRESENTATIONS

4.1 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bid/Proposal Documents.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, and performance of the Work.

D. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.

E. Based on the information and observations referred to in Paragraph 4.1.D above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

F. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

G. Contractor has given Architect written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Architect is acceptable to Contractor.

H. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 5 THE CONTRACT PRICE

5.1 Contract Price. **Contract Price.** Owner shall pay Contractor for satisfactory completion of the Work the sum of **Six Hundred Ninety Thousand Two Hundred Twenty Five Dollars and No Cents ($690,225.00)**

5.2 Contract Payments. Method and terms of payment of the Contract Price shall be in accordance with the Contract Documents.

5.3 Owner's Construction Contingency. The following lump sum amount shall serve as the Owner's Construction Contingency from which changes in the Work are to be paid in accordance with the General Conditions:

$30,000.00

The Owner's Construction Contingency is controlled solely by the Owner. Expenditures from the Owner's Construction Contingency must be made by Change Order issued by the Architect and approved by the Owner in accordance with the General Conditions. Contractor shall not be entitled to any compensation from the any unused amounts of the Owner's Construction Contingency.

ARTICLE 6 TIME

6.1 TIME LIMITS STATED IN THE CONTRACT DOCUMENTS ARE OF THE ESSENCE OF THIS AGREEMENT.

6.2 Unless otherwise approved in writing, the Owner and the Contractor shall perform their respective obligations under the Contract Documents as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Work.

6.3 Liquidated Damages. Contractor and Owner recognize that time is of the essence and that Owner will suffer financial loss if the Work is not completed within the times specified in Article 3 above, plus any extensions thereof allowed in accordance with the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, for each consecutive calendar day after the date of Substantial Completion that the Work is not substantially completed, the Owner may deduct the amount of:

Five Hundred Dollars per calendar day ($500.00/calendar 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 Project would be impractical, unduly burdensome, and cause unnecessary delay and that the amounts of daily liquidated damages set forth are reasonable. Contractor expressly agrees that the amounts of daily liquidated damages are a reasonable forecast of the actual damages Owner will incur due to any such delay.

ARTICLE 7 NOTICES

Notices of claims, disputes or other legal notices shall be in writing and shall be deemed to have been given when delivered in person to the representative of the Contractor or Owner for whom it is intended, as set out below or sent by U. S. Mail to the representative of the Contractor or Owner for whom it is intended, as set out below. Mail notices are deemed effective upon receipt or on the third business day after the date of mailing, whichever is sooner.

If to Owner:
Williamson County Judge
710 Main Street, Ste. 101
Georgetown, Texas 78626

with copy to:
Hal C. Hawes
General Counsel to the
Williamson County Commissioners Court
710 Main Street, Suite 102
Georgetown, Texas 78626

If to Contractor:
Falkenberg Construction Co. Inc.
4850 Samuell Blvd.
Mesquite, TX 75149

The parties may make reasonable changes in the person or place designated for receipt of notices upon advance written notice to the other party.

ARTICLE 8 PARTY REPRESENTATIVES

The Owner's Designated Representative (sometimes referred to as the "ODR") authorized to act in the Owner's behalf with respect to the Project is:

Bob Lubecker
Project Manager
Williamson County Facilities
3101 SE Inner Loop
Georgetown, TX 78626
Phone: 512-943-1625

The Contractor's designated representative authorized to act on the Contractor's behalf and bind the Contractor with respect to the Project is:

John E. Castro, Vice President
Falkenberg Construction Co. Inc.
4850 Samuell Blvd.
Mesquite, TX 75149
Phone (512) 466-9695

The parties may make reasonable changes in their designated representatives upon advance written notice to the other party.

ARTICLE 9 ENTIRE AGREEMENT

This Agreement supersedes all prior agreements, written or oral, between Contractor and Owner and shall constitute the entire agreement and understanding between the parties with respect to the Project. This Agreement and the terms of the Contact Documents shall be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by Contractor and Owner.

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 below (the "Effective Date").

WILLIAMSON COUNTY Williamson County, Texas	FALKENBERG CONSTRUCTION CO. INC.
By: _____	By: _____
Printed Name: _____	Printed Name: JOHN E. CASTRO
Title: _____	Title: V.P. CONSTRUCTION
Date: _____ ___, 20____	Date: May 25, 2017

EXHIBIT 1

Minimum Insurance Coverages
and
Minimum Coverage Amounts

A. All policies of insurance provided by the Contractor must comply with the requirements of this Exhibit, the Contract Documents and the laws of the State of Texas.

B. The Contractor shall provide and maintain, until the Work covered in the Agreement Between Owner and Contractor is completed and accepted by the Owner, the minimum insurance coverages 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
1.	Worker's Compensation	Statutory
2.	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

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

COVERAGE	PER OCCURRENCE
Comprehensive General Liability (including premises, completed operations and contractual)	$1,000,000
Aggregate policy limits:	$2,000,000

4. 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	

5. Builder's Risk Insurance (all risks)
An all risk policy, in the amount equal at all times to 100% of the Contract Price or 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 its 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:

a. 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.

b. 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 the Contract Documents. The aforementioned waiver of subrogation shall not be effective unless such endorsement is obtained.

6. Flood insurance when specified in Supplementary General Conditions or Special Conditions.

7. Umbrella coverage in the amount of not less than $5,000,000.

C. Workers' Compensation Insurance Coverage:

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 Project.

(2) Duration of the Project - includes the time from the beginning of the work on the Project until the Contractor's/person's work on the Project 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 on the Project ("subcontractor") - 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.

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 on the Project, for the duration of the Project.
c. The Contractor must provide a certificate of coverage prior to execution of the Agreement Between Owner and Contractor, and in no event later than ten (10) days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.
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 the Owner showing that coverage has been extended.
e. The Contractor shall obtain from each person providing services on a project, and provide to the Owner:

(1) a certificate of coverage, prior to that person beginning work on the Project, so the Owner 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 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 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 who it contracts to provide services on a project, to:

(1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas labor Code, Section 401.011(44) for all of its employees providing services on the Project, for the duration of the Project;
(2) provide to the Contractor, prior to that person beginning work on the Project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the Project, for the duration of the Project;
(3) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;
(4) obtain from each other person with whom it contracts, and provide to the Contractor:

a. a certificate of coverage, prior to the other person beginning work on the Project; and
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 certificate of coverage on file for the duration of the Project and for one year thereafter;

(6) notify the Owner in writing by certified mail or personal delivery, within 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 the Agreement Between Owner and Contractor 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 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 Owner to declare the Agreement Between Owner and Contractor void if the Contractor does not remedy the breach within ten days after receipt of notice of breach from the Owner.

D. If insurance policies are not written for the amounts specified in this Exhibit, Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of primary coverage.

E. The furnishing of the above listed insurance coverage, as may be modified by the Contract Documents, must be tendered prior to execution of the Agreement Between Owner and Contractor, and in no event later than ten (10) days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.

F. Owner shall be entitled, upon request and without expense, to receive copies of the policies and all endorsements as they apply to the limits set out in this Exhibit.

G. Contractor shall be responsible for payment of premiums for all of the insurance coverages required under this Exhibit. 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 **$75,000** in the Contractor's insurance must be declared and approved in writing by Owner in advance.

Exhibit 2

Williamson County
Vendor Reimbursement Policy

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

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

1. Invoices and Affidavits

1.1 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e. reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of the County shall control as to the required actions of vendor and when such invoice must be paid by the County.

1.2 In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.

1.3 Upon County's request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.

2. Travel Reimbursement

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

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

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

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

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

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

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

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

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

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

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

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

3. Meals

3.1 Meal reimbursements are limited to a maximum of $50.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of $20.00 per day. The travel must be outside the Williamson County, Texas line by a 50 mile radius.

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

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

3.4 County will not reimburse for alcoholic beverages.

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

3.6 No meals purchased for entertainment purposes will be allowed.

3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. Lodging

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

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

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

5. Airfare

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

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

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

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

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

6. Car Rental

6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.

6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.

6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.

6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.

6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.

6.6 Insurance purchased when renting vehicle may also be reimbursed.

6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

7. Personal Car Usage

7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.

7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:

7.2.1.1 Date
7.2.1.2 Destination
7.2.1.3 Purpose
7.2.1.4 Name of traveler(s)
7.2.1.5 Correspondence that verifies business purpose of the expense

7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.

7.4 Mileage will be reimbursed on the basis of the most commonly used route.

7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.

7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.

7.7 Mileage should be calculated from employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of Williamson County, Texas by at least a 50 mile radius.

7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.

7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).

7.10 Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.

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

8. Other Expenses

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

9. Repayment of Nonreimbursable Expense.

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

10. Non-Reimbursable Expenses

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

10.1 Alcoholic beverages/tobacco products
10.2 Personal phone calls
10.3 Laundry service
10.4 Valet service (excludes hotel valet)
10.5 Movie rentals
10.6 Damage to personal items
10.7 Flowers/plants
10.8 Greeting cards
10.9 Fines and/or penalties
10.10 Entertainment, personal clothing, personal sundries and services
10.11 Transportation/mileage to places of entertainment or similar personal activities
10.12 Upgrades to airfare, hotel and/or car rental
10.13 Airport parking above the most affordable rate available
10.14 Excessive weight baggage fees or cost associated with more than two airline bags
10.15 Auto repairs
10.16 Babysitter fees, kennel costs, pet or house-sitting fees
10.17 Saunas, massages or exercise facilities
10.18 Credit card delinquency fees or service fees
10.19 Doctor bills, prescription and other medical services
10.20 Hand tools
10.21 Safety Equipment (hard hats, safety vests, etc.)
10.22 Office Supplies
10.23 Lifetime memberships to any association
10.24 Donations to other entities
10.25 Any items that could be construed as campaigning

10.26 Community outreach items exceeding $2 per item
10.27 Sales tax on goods purchased
10.28 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

EXHIBIT 3

PLANS, DRAWINGS AND SPECIFICATIONS

FOR

CEDAR PARK TAX OFFICE

MODE DESIGN COMPANY

Project Number: 16121-00
Date Issued: March 11, 2017

EVALUATION - Cedar Park Tax Office Renovation Project
RFQ 1703-149
May 11, 2017 2:00PM

Mandatory Criteria	Maximum Score Points	Please select a **Whole Number from the list provided** for each question. (Decimal scoring or unlisted rating scores are not permitted)	Pfluger Builders	ASD Consultants	Falkenburg Const	Basecom Inc.
The Proposer's personnel designated for the project	**15**	15 = Significantly exceeds requirements 12 = Exceeds requirements 9 = Meets all requirements 6 = Marginally meets requirements 1 = Does not meet requirements	9	9	9	6
Respondent's Experiences	**15**	15 = Significantly exceeds requirements 12 = Exceeds requirements 9 = Meets all requirements 6 = Marginally meets requirements 1 = Does not meet requirements	6	9	15	9
Respondent's Office Location	**15**	15 = Significantly exceeded requirements 12 = Exceeded requirements 9 = Met all requirements or 9 = No Past Experience 6 = Marginally met requirements 1 = Did not meet requirements	9	9	9	9
Price	**40**	**The Respondent with the lowest price proposal will receive the maximum points for proposal pricing. Each particular remaining Respondent's points for pricing will be determined by multiplying the maximim points for pricing by a fraction, the numerator of whihc is the lowest price proposal amount and the denominator of which is each particular Respondent's price proposal amount. The product of the calculation shall be the particular Respondent's poionts for proposal pricing. Fore example, the procing points for the Respondent with the nextg to lowest pricing pro0posal (Respondent #2) shall be caclualted as follows: 40 Maximim Points for Pricing X (Lowest Respondent's Price Proposal amount /Respondent No. 2's Price Proposal amount = Respondent No. 2's Pricing Points)**	40	38.94	34.74	28.44
TOTAL	**85**	TOTAL	64	66	67	52

Voting Member
Yes or No

Signature

[redacted]

Commissioners Court - Regular Session **25.**

Meeting Date: 06/13/2017

Hygiene Products for Williamson County Jail

Submitted For: Randy Barker **Submitted By:** Erica Smith, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on awarding IFB 1704-160 Hygiene Products for Williamson County Jail to the lowest and best bidder meeting specifications to Amercare Products, Inc.

Background

After conducting the evaluation of the eight bids received through the County's online bidding site (BidSync), it is recommended the bid be awarded to Amercare Products, Inc. The bid tabulation is attached for review.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Hygiene Bid Tabulation

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	06/06/2017 02:25 PM
Form Started By: Erica Smith		Started On: 06/02/2017 08:38 AM
Final Approval Date: 06/06/2017		

WILLIAMSON COUNTY BID TABULATION

HYGIENE PRODUCTS FOR JAIL

CONTRACT PERIOD: JULY 1, 2017 - JUNE 30, 2018

BID NUMBER: 1704-160

RECOMMEND AWARD TO: AMERCARE PRODUCTS, INC.

ITEM #	DESCRIPTION OF PRODUCT	QTY.	Bob Barker Company	Amercare Products	Walkenhorst	Advanced Educational Products	ICS Jail Supplies	Phoenix Supply	Midwest Medical Supply	Charm-Tex
DELIVERY TIME		**xxxxx**	5-7 days	7 days	7-14 days	5-7 days	3-5 days	5-7 days	3-7 days	7-14 days
1	Bath Soap, 3oz Bar	each	$0.19	$0.17	$0.60	$0.36	$0.28	$0.26	$0.21	$0.19
2	Toothpaste	each	$0.14	$0.11	No Bid	$0.14	$0.12	$0.13	$0.03	$0.10
3	Toothbrush	each	$0.04	$0.04	$0.15	$0.04	$0.03	$0.05	$0.03	$0.03
4	Single Blade Razor	each	$0.04	$0.05	$0.38	$0.06	$0.05	$0.06	$0.06	$0.05
5	Pocket Comb	each	$0.02	$0.01	$0.10	$0.02	$0.01	$0.02	$0.02	$0.02
6	Sanitary Napkins	each	$0.03	$0.05	$0.20	$0.10	$0.06	$0.06	$0.17	$0.04
7	Clear Shampoo	each	$0.21	$0.14	$0.40	$0.26	$0.26	$0.19	$0.18	$0.18
Vendor Sent Requested Samples			Yes	Yes	Yes	No	Yes	No	Yes	No
OVERALL TOTALS			**$0.67**	**$0.57**	**$1.83**	**$0.98**	**$0.81**	**$0.77**	**$0.70**	**$0.61**

Commissioners Court - Regular Session **26.**

Meeting Date: 06/13/2017

FirstWatch Solutions Sole Source and Agreement Amendment

Submitted By: Brenda Fuller, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on exempting FirstWatch Solutions, Inc. from the competitive bidding or proposal requirements established by Section 262.024 (a)(7) of the Texas Local Government Code, as the sole source provider of FirstWatch Data Analysis Software System and entering into a Software License Agreement Amendment dated 05/31/17.

Background

The Office of Emergency Communications made a request to amend the existing contract with FirstWatch Solutions, Inc. dated 04/12/11 for additional services; in addition, the vendor must be reaffirmed as the Sole Source provider. After posting an RFI for 14 days in Bid Sync, there were no responses received from other providers. Qualifying documents are attached: System Enhancement Quote (appended) - $89,850; Phone System Data via E-CATS System Enhancement Quote - $19,700; Sole Source Documentation; Original Contract and Amendment.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Sole Source FirstWatch Documents

Recommendation Letter from Purchasing Director

Wilco FirstWatch Addendum

FirstWatch Agreement 2011

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	06/08/2017 11:26 AM
County Judge Exec Asst.	Wendy Coco	06/08/2017 11:33 AM
Form Started By: Brenda Fuller		Started On: 06/05/2017 11:09 AM
Final Approval Date: 06/08/2017		

Bid #SOS-1710 - INTENT TO DEEM FIRSTWATCH SOLUTIONS AS SOLE SOURCE PROVIDER OF FIRSTWATCH

Creation Date **May 19, 2017**
Start Date **May 19, 2017 2:12:56 PM CDT**
End Date **Jun 2, 2017 2:00:00 PM CDT**
Awarded Date **Not Yet Awarded**

SOS-1710-01-01 PLEASE ATTACH ALL SUPPORTING DOCUMENTS TO THIS LINE						
Supplier	**Unit Price**		**Qty/Unit**	**Total Price**	**Attch.**	**Docs**
				No Bids		
Agency Product Code: **Agency Notes:**			**Supplier Notes:**			

**All bids/proposals submitted for the designated project are reflected on this tabulation sheet. However, the listing of the bid/proposal on this tabulation sheet shall not be construed as a comment on the responsiveness of such bid/proposal or as any indication that the agency accepts such bid/proposal as being responsive. The agency will make a determination as to the responsiveness of the vendor responses submitted based upon compliance with all applicable laws, purchasing guidelines and project documents, including but not limited to the project specifications and contract documents. The agency will notify the successful vendor upon award of the contract and, as according to the law, all bid/proposal responses received may be available for inspection at that time.

Print Close

Sole Source Statement

FirstWatch Solutions, Inc.

April 28, 2017

FirstWatch was procured by Williamson County in 2011. Following implementation of FirstWatch, Williamson County foresees the need to purchase additional data connections as well as FirstWatch modules, and to procure services associated with FirstWatch. No vendor other than FirstWatch Solutions, Inc. offers the specific hardware, software, and services.

This resource is essential and necessary for monitoring system and other key performance indicators for WCEC.

After reviewing the documentation, I concur with the assessment that FirstWatch Solutions, Inc. is the only supplier of FirstWatch currently in use at Williamson County. There are no resellers that offer this product, modules, software, or services.

The above statement is true and accurate.

Scott Parker, Director

SOS 1710

Williamson County Purchasing Department
901 South Austin Ave.
Georgetown, Texas 78626
(512) 943-3553
www.wilco.org/purchasing
purchase@wilco.org

Sole Source Justification Request

This request is for a:

Sole Source Item (goods or services are available from ONLY this supplier due to a unique capability, patent, copyright, secret process, or capability to meet the requirements of the solicitation)

This Sole Source justification requires additional documentation and requirements as listed below. **One of these steps may require placing a public notice in BidSync for 14 days, in order to allow any possible competitors to come forward with equivalent goods or services.** This step will be completed by the Purchasing Team that supports your office or county department after all required documents have been submitted. In addition, all sole source justifications must be approved in Commissioners Court.

Required Documentation that must accompany this request before this purchase can be considered (any missing documentation will result in delays). *Check all included documents:*

☒ This request form completed and signed

☒ A written quote from the supplier, listing the goods, services and pricing

☒ Letter of justification from the supplier (on company letterhead and signed by an authorized representative) establishing why they are the only Sole Source provider of the service or item

☒ Notarized Sole source affidavit completed by the supplier

☒ Signed letter of recommendation from the Elected Official or County Department Head

Requestor Name and County Office / Department: Terry Purvis/Williamson County Emergency Communications

Requestor Title: Asst. Director Requestor Phone Number: 512-864-8252

Requested Sole Source Supplier:

Company Name: FirstWatch Solutions, Inc.

Contact Name: Marc Baker, VP

Address 1930 Palomar Point Way, Ste. 101

City: Carlsbad State: CA Zip Code: 92008

Phone Number: 760-658-9848 Email Address: mbaker@firstwatc.net

Website: www.firstwatch.net

Is the recommended supplier the manufacturer? ◉ Yes ○ No

Does the manufacturer sell the item(s) through distributors? ○ Yes ◉ No

Description of the Product or Service: (if additional space is needed, include a separate page) *Describe the full scope of work, including installation if required, items should include brand, model and part number if applicable.*

Williamson County Emergency Communications (WCEC) has deployed the FirstWatch real-time situational awareness, dash boarding, data analysis software system to analyze CAD, ePCR and ProQA data. WCEC is endeavoring to add a data connection to the 9-1-1 phone system and deploy add-ons FirstPass and On-line Compliance Utility (OCU). FirstPass and OCU will be added as "Software as a Service" with a one-time startup fee followed by monthly subscription fees.

Schedule: *Identify the date items are needed to be delivered, or month work is to be performed. Please be specific and do not use "ASAP".*

WCEC wishes to begin the installation and configuration in early June.

Estimated Cost: $37,689 one-time/$2,689 monthly

SOLE SOURCE RATIONALE

Complete the following checklist:

The requested supplier is the only source of required item(s) or service(s) because:

Check all that apply:

☒ The required item or service is proprietary to the supplier

☒ The recommended supplier holds the patent on the requested item(s)

☒ The recommended supplier is the only supplier capable of performing the requested service

☒ A specific item is needed

☒ To be compatible or interchangeable with existing hardware

☐ As a spare or replacement hardware

☐ For the repair or modification of existing hardware

☐ For technical evaluation or testing

☐ Have there been any prior attempts to obtain competitive bids or proposals for the items or services that failed?

If so, please list and describe such attempts:

☐ There is a substantial risk in selecting another product or service provider.

If so, please describe:

☒ It is not possible to obtain competitive bids for consideration.

If so, why:

The FirstWatch software currently deployed in Williamson County is highly proprietary and is considered to be confidential intellectual property.

☐ Are there any other companies who can provide the services or needed items?

If so, please list and provide explanation of why they were unable to meet the requirements:

☐ List any other sources, suppliers, products or service providers that you reviewed in your selection process:

☐ List all research methods that you reviewed in your selection process (i.e.: specific Internet searches, trade publications, references, etc.):

ACKNOWLEDGEMENT

☒ I affirm and acknowledge Williamson County's requirements, justification and criteria for Sole Source purchases. I have gathered the required technical information, provided all required documentation, have made a concerted effort to review comparable / equal equipment or services to the best of my ability, and further affirm that there is no conflict of interest in my recommendation of the selected item(s), service(s) or supplier.

☒ I also acknowledge and understand that I may be subject to criminal prosecution for the willful falsification of information in this document. I, by the act of signing or typing my name below, hereby certify under penalty of perjury, under the laws of the State of Texas, the foregoing is true and correct.

Date: 5/18/2017

Signature: Terry E. Purvis 10873

** By typing your name, this is equivalent to a legal signature*

NOTE: After a passage of time, an item or service may no longer qualify as a sole source purchase due to other similar items or services becoming available from other suppliers. Thus, all prior sole source determinations must be reapproved by the Williamson County Purchasing Department following completion of a Sole Source Justification Request Process and satisfactory completion of such process must be noted on requisitions and purchase orders.

FIRST WATCH

Every Record. In Real Time. Automatically.

April 27, 2017

Terry Purvis, Assistant Director - Technology
Williamson County Emergency Communications
911 Tracy Chambers Lane
Georgetown, TX 78626

Dear Terry,

The real-time situational awareness, dash boarding, data analysis/visualization, biosurveillance (and automated alerting) software system; known as **FirstWatch** – which is currently deployed and in use by hundreds of EMS, Fire, Law Enforcement, 9-1-1 Communications Centers, Public Health and Homeland Security teams is only available from a single vendor: **FirstWatch Solutions, Inc**. Further, FirstWatch software is highly proprietary and is considered to be a confidential intellectual property trade secret of FirstWatch Solutions, Inc. (and Stout Solutions, LLC).

FirstWatch is a patented intellectual property in Canada (# 2495768), New Zealand (# 538348) and Australia (# 2003298552) and FirstWatch also has patent application pending in the USA. Therefore, no other party is authorized to perform (or provide) the various system support functions and ongoing maintenance responsibilities (i.e. development, code corrections, product updates and 24.7.365 technical support), as there is absolutely no outside access to the proprietary FirstWatch IP source code whatsoever. Thus, FirstWatch is the single source for not only the acquisition, deployment, data source interface(s) and installation of the FirstWatch software / system, but the ongoing support of and maintenance service required for the aforementioned FirstWatch software / system as well. Furthermore, no other party is authorized to provide FirstWatch system enhancements, add-ons or system enhancement modules, additional features, capacity or hardware upgrades for (or to) the core FirstWatch system functionality.

The FirstWatch software system is currently deployed and LIVE in more than 190 metro areas across the United States and Canada. As of the date of this letter; FirstWatch is in use by 350+ Public Safety, Public Health and Homeland Security agencies for situational awareness, operational & performance monitoring, clinical quality measurements, as well as health surveillance, bioterrorism and other early event detection.

In addition to the core real-time FirstWatch system functionality; FirstWatch has also developed proprietary, highly specialized industry leading innovations which are offered as add-on system enhancement modules. These FirstWatch modules are designed to provide very specific, proven functionality, one such example is the FirstPass system enhancement module. The FirstPass module is designed to enhance the core FirstWatch system functionality by automatically reviewing every ePCR (electronic patient care report) created by paramedics (during a prehospital patient encounter) in real-time & identify deviations in the paramedics patient treatment procedures when compared against evidence based medical protocols, procedures and directives. The mission of FirstPass is not just continuous quality improvement, but also to save precious human resource time all while improving the actual ePCR clinical chart review processes through the use of technology. FirstPass ultimately improves the quality of care delivered to patients and mitigate potential risk by quickly identifying medic performance trends on high risk, low frequency emergency medical interventions, like; STEMI, Stroke, ACS/Cardiac, Trauma and Airway Management. FirstPass offers a workflow driven process which provides continuous monitoring of electronic patient records to quickly identify outliers and provide real-time feedback and alerts about potentially concerning protocol deviations, incomplete or missing ePCR data elements (documentation errors or omissions), as well as potentially urgent patient safety issues. No other product is capable of automatically consuming real-time ePCR data (from any ePCR vendor system) into the core FirstWatch system data interface to provide completely automated, real-time clinical QA/QI analysis & review, like FirstPass can. The FirstPass real-time QA/QI ePCR review process combined with the embedded work-flow tools helps medical directors and clinical QA/QI teams provide feedback to paramedics immediately after a patient encounter. FirstPass is actively improving paramedic performance and patient outcomes for numerous systems across the US and Canada.

FIRST WATCH

Every Record. In Real Time. Automatically.

Listed below are some of the exclusively unique benefits and demonstrated system functions which support the designation of FirstWatch as not only a single source product, but as a single source provider related to the FirstWatch real-time data analysis & automated early warning system and its various core and system enhancement components:

- **Alignment with Homeland Security Needs & Requirements**: According to FEMA, there are 2.3 million First Responders and 23 million people in their support, 25.3 million individuals involved in defense and support of the country's Public Safety and Public Health. The majority of the sites at which FirstWatch is currently deployed are located within a governmental (State, County or Local) agency of Law Enforcement, Fire Department, Emergency Medical Service, Office of Emergency Services (Management) or Public Health. As an automated, real-time Early Detection and Warning System (in existence since 1999), FirstWatch's scalable architecture and algorithmic abilities, continue to assist the agencies noted above (as well as their personnel and their support groups, large and small) across the US and Canada, in identifying threats to the welfare of the public and first responders alike.

  FirstWatch helps to provide closure to Homeland Security Presidential Directive 8 (HSPD-8) Capability Gaps noted via the Homeland Security Authorized Equipment List- (AEL) #13 (IT) Terrorism Incident Prevention Equipment, Specifically associated with the following items:

  - AEL # 13IT-00-ALRT: System, Alert/Notification;
  - AEL # 13IT-00-DACQ: Data Acquisition;
  - AEL # 13IT-00-DEXC: Data Exchange and Interoperability;
  - AEL # 13IT-00-DFSN: Data Fusion/Synthesis; and
  - AEL # 13IT-00-INTL: Systems, Intelligence Sharing.

  FirstWatch is particularly well suited as a single or multi-faceted capability to the needs of Homeland Security related to the AEL items listed above and, in conjunction with that association, to the Target Capabilities List (TCL) of such items as…

  - Information Gathering and Recognition of Indicators and Warnings
  - Intelligence and Information Sharing and Dissemination
  - Intelligence Analysis and Production
  - Epidemiological Surveillance and Investigation
  - Disaster Planning and Preparedness
  - Medical Surge and System Busy

- **Proven Ability to Integrate and Aggregate:** Only FirstWatch is designed to monitor disparate (or similar) data sources and data types, for Public Safety and Public Health from: 9-1-1 Phone and Computer Aided Dispatch (Police, Fire and EMS CAD) systems, to Electronic Patient Care Records (ePCR) systems, to Records Management (RMS) systems, to ProQA (algorithmic expert / telephonic triage) systems for EMS, Fire & Police, as well as Hospital Emergency Data (ED) systems, Nurse Call Triage data systems and Poison Control Center data among others. Whether the emergency situation is related to natural disaster, bioterrorism, or Ebola, Heroin/Opioid OD, SARS, MERS, or even H1N1/ILI Flu - FirstWatch is designed to offer aggregated, real time data analysis, data visualizations and automated alerts to authorized stakeholders at the local, state or federal level.

- **Scalable System Design:** Only FirstWatch allows the addition of other data sources / data systems into "existing" deployed ("live") FirstWatch systems. Real Time data from other FirstWatch customers may also be easily aggregated together (if authorization is provided and Triggers are available), to create a larger regional or statewide FirstWatch Network; for example during the Ebola Outbreak of 2014, when FirstWatch provided Ebola Triggers to our existing customers in 80 metro areas (at no charge) to help protect First Responders and Citizens alike.

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- **Exclusive Embedded Interface to FirstWatch within ProQA Software:** Only FirstWatch has partnered with Priority Dispatch Corporation (PDC) & International Academies of Emergency Dispatch (IAED) to create an "embedded FirstWatch interface" which is designed to enable real-time analysis of ProQA data for Emerging Infectious Disease, CBRNE, as well as for ProQA EMS, Fire and Law Enforcement Dispatch Driven Protocols and algorithms. The "embedded FirstWatch interface" can be located within Paramount in the "Admin Utility" or within legacy ProQA within the "Configuration Utility" (ProQA versions 3.4.1.41 (or newer)). FirstWatch is the ONLY real-time data monitoring & analysis (software) program in the world to seamlessly interface with ProQA (or their newest version; Paramount) to provide FirstWatch analytics & automated alerting functionality to mutual ProQA/Paramount/FirstWatch customers.

- **Experience with 9-1-1 / Public Safety (CAD, ProQA, Phone, ePCR, RMS) Data:** FirstWatch team members have more than 300 years of Public Safety experience collectively. Additionally FirstWatch has more than 250 years of combined Public Safety software development experience. Since 1999 FirstWatch has been actively analyzing and aggregating 9-1-1 / Public Safety.

- **Automated, Real-Time Analysis & Alerting:** Only FirstWatch offers automatic analysis in real-time, from disparate Public Safety software platforms – to date more than (90) different vendor and home-grown systems have been interfaced with FirstWatch. The flexibility of the system offers user defined data analysis analysis criteria, as well as offering new and innovative algorithms and algorithmic methodologies for real time data analysis and automated alerting.

- **Existing LIVE Systems:** Only FirstWatch has LIVE systems deployed in 190 metro areas (representing 37 States and Provinces) across the US and Canada. From small cities and counties, with populations of less than 50,000, to major metropolitan areas with populations well over 3 million. FirstWatch has already been deployed in more than 28 of the top 50 metro areas (by population) across the USA.

- **Complete User Configurability:** FirstWatch allows authorized users to be in control of what they monitor, what they see from mobile devices (iPhone, iPad and Android phone/tablets) including alert thresholds and criteria, as well as who will be notified, and in what format the notification will be sent. In addition a number of other flexible variables all definable by authorized users.

- **Capacity & System Performance:** Only FirstWatch **maintains .99999 (5 nines) uptime while** analyzing and aggregating more than **85,000** real time public safety records daily – on average one new record is analyzed every 1 second (that's over 28,000,000 annually) ***and the FirstWatch annual record volume grows, as new deployment sites go live***. To date, FirstWatch has processed more than **150 Million** public safety records (in real time) benefiting Public Safety, Public Health and Homeland Security teams across the US & Canada.

We hope the information provided above will help your team establish FirstWatch as the single source provider of not only the FirstWatch system itself, but also system enhancements, modules, maintenance and support for the FirstWatch system as well. If you have any other questions please let us know and we'd be happy to provide whatever additional information you may require. Thank you.

Best Regards,

Marc

Marc Baker, Vice President & Partner
FirstWatch Solutions, Inc.
760.943-9123 ext. 208
mbaker@firstwatch.net

Williamson County Purchasing Department
901 South Austin Avenue
Georgetown, Texas 78626
(512) 943-3553
www.wilco.org/purchasing
purchase@wilco.org

NOTARIZED SOLE-SOURCE PURCHASE AFFIDAVIT

STATE OF TEXAS
COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS THAT:

Before me, the undersigned authority duly authorized to take acknowledgments and administer oaths, on this day personally appeared MARC BAKER, who after being duly sworn on oath stated the following:

My name is MARC BAKER. My title is VP/SEC OF BOARD.
I am aware that the Williamson County Purchasing Department is required to comply with competitive bidding requirements of Chapter 262 of the Texas Local Government Code. I am aware that the statutory competitive bidding provisions do not apply to the purchase of an item that can be obtained from only one source. See, Texas Local Government Code section 262.003.

Sole-source items include:

> **Items for which competition is precluded because of the existence of patents, copyrights, secret processes, or monopolies, films, manuscripts, or books, electric power, gas, water, and other utility services, and captive replacement parts or components for equipment.**

I have represented to the Purchasing Department of Williamson County and I hereby warrant that as of the date below, I am the sole-source supplier of the following item: FIRSTWATCH & SYSTEM MODULES.
I am the sole-source supplier of this item because: PATENTED I.P. OF FIRSTWATCH SOLUTIONS INC. W/ ZERO OUTSIDE ACCESS TO OUR CORE FW SYSTEM OFFERED. I agree that if I ever cease being the sole-source supplier of this item, I shall immediately make a full disclosure in writing to the Williamson County Purchasing Department of all relevant facts and circumstances.

IN WITNESS WHEREOF, the undersigned has executed this Affidavit on the 28TH day of APRIL, 2017.

[Signature]

MARC BAKER VP/SEC. FIRSTWATCH SOLUTIONS, INC.
[Printed Name] [Title]

SWORN TO AND SUBSCRIBED before me on _____, 20___, by _____.
[Printed Name]

Please see attachment 04/28/2017

[Signature] Notary Public
State of _____
My Commission expires on _____

CALIFORNIA JURAT WITH AFFIANT STATEMENT
GOVERNMENT CODE § 8202

☒ See Attached Document (Notary to cross out lines 1–6 below)
☐ See Statement Below (Lines 1–6 to be completed only by document signer[s], *not* Notary)

Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

State of California

County of SAN DIEGO

Subscribed and sworn to (or affirmed) before me on this 28 day of APRIL, 2017,
by *Date* *Month* *Year*

(1) MARC BAKER

(2) ——

Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

MERCEDES MANCUSO
Commission # 2026067
Notary Public - California
San Diego County
My Comm. Expires Jun 21, 2017

Place Notary Seal Above

Signature Mercedes Mancuso
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Further Description of Any Attached Document

Title or Type of Document: NOTARIZED SOLE-SOURCE PURCHASE AFFIDAVIT

Document Date: APRIL 28, 2017 Number of Pages: 1

Signer(s) Other Than Named Above: N/A

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Phone System Data via E-CATS

FirstWatch Solutions, Inc.
322 Encinitas Blvd., Suite 100
Encinitas, California 92024 USA
Phone: 760-943-9123 Fax: 760-942-8329
Atten: Phil Davis, Regional Manager (Ph Ext 267)

System Enhancement Quote

Customer Information:

Name: **Terry Purvis, Assistant Director - Technology**
Organization: **Williamson County, Texas**
Address: **911 Tracy Chambers Lane**
City, ST Zip: **Georgetown, TX 78626**
Phone: **(512) 864-8252**
Email: **tpurvis@wilco.org**

Quote Information:

Date: 4/21/2017
Expiration Date: 10/18/2017

Qty	Description	Unit Price	Item Total
	Data Source 5 (DS5) - Phone System Data via E-CATS		
1	(DS5) System License	$15,000	**$10,000**
1	(DS5) Annual Support & Maintenance	$3,300	**$2,200**
1	(DS5) Data Source Integration	$7,500	**$7,500**
		Sub-total	**$19,700**
		Total of Items Above	**$19,700**

FirstWatch offers the following payment plan for your consideration

'Software as a Service' Payments

System Enhancement 'Software as a Service' Start-up Services & 1st Month Subscription Fee - Total:	**$7,899**
Monthly Subscription Fee:	**$399**

Special Partner Pricing Project Notes: this quote offers Williamson County TX the following FirstWatch System enhancements; a 5th FW data source interface (quoted above as DS5) for the existing & LIVE FirstWatch system at Williamson County Emergency Communications Center. DS5 will interface with the Williamson County Phone System data via E-CATS for real-time data analysis and reporting. **Plus; this Special Partner Pricing proposal provides a $6,100 discount off DS5**

Thank you for the opportunity to present this quote.

To authorize FirstWatch to proceed with proposed enhancements, please fax signed copy (all pages) back to:
FirstWatch @ (760) 942-8329 or email executed PDF to: pdavis@firstwatch.net

Accepted: _____

Title: _____

Date: _____

Encinitas, California 92024 USA

Phone: 760-943-9123 Fax: 760-942-8329

Atten: Phil Davis, Regional Manager (Ph Ext 267)

Quote

Customer Information:

Name: **Terry Purvis, Assistant Director - Technology**
Organization: **Williamson County, Texas**
Address: **911 Tracy Chambers Lane**
City, ST Zip: **Georgetown, TX 78626**
Phone: **(512) 864-8252**
Email: **tpurvis@wilco.org**

Quote Information:

Date: 4/21/2017
Expiration Date: 10/18/2017

Qty	Description	Unit Price	Item Total
	Data Source 4 (DS4) - Training System; Special Partner Pricing provides $13,700 discount off DS4		
1	(DS4) System License	$15,000	**$5,000**
10	Report Development Hours (10 @ $150 per hour)	$1,500	**$750**
1	(DS4) Annual Support & Maintenance	$3,300	**$1,100**
1	(DS4) Data Source Integration	$7,500	**$7,500**
		Sub-total	**$13,600**
	Performance Plus Module (PP)		
1	Performance Plus Module	$2,500	**$2,500**
1	Performance Plus Annual Support & Maintenance	$550	**$550**
		Sub-total	**$3,050**
	Online Compliance Utility Module (OCU)		
1	Online Compliance Utility Module	$30,000	**$30,000**
1	Online Compliance Utility Annual Support & Maintenance	$6,600	**$6,600**
0	Additional OCU Add-on Authority / Contractor	$4,500	**$0**
0	Additional OCU Add-on Authority / Contractor Annual Support & Maintenance	$990	**$0**
0	Additional monitored OCU Data Source (Does not incl Standard Data Source Fees)	$7,500	**$0**
0	Additional monitored OCU Data Source Annual Support & Maintenance	$1,650	**$0**
0	Additional OCU Report Development (hours - beyond the basic bundle offering)	$150	**$0**
0	Additional OCU Reports Annual Support & Maintenance	$0	**$0**
		Sub-total	**$36,600**
	FirstPASS Module (FP)		
1	FirstPASS Module w/Protocol & Reporting Bundle (Requires ePCR data source)	$30,000	**$30,000**
1	FirstPASS Annual Support & Maintenance	$6,600	**$6,600**
0	Additional FirstPass Add-on Agency	$5,000	**$0**
0	Additional FirstPass Add-on Agency Annual Support & Maintenance	$1,100	**$0**
0	Additional Custom Protocols (beyond the basic bundle)	$1,500	**$0**
0	Additional Custom Protocols Annual Support & Maintenance	$330	**$0**
0	Additional FirstPASS Report Development (hours - beyond the basic bundle offering)	$150	**$0**
0	Additional FirstPASS Reports Annual Support & Maintenance	$33	**$0**
		Sub-total	**$36,600**
		Total of Items Above	**$89,850**

FirstWatch offers the following payment plan for your consideration

'Software as a Service' Payments

System Enhancement 'Software as a Service' Start-up Services & 1st Month Subscription Fee - Total:	**$29,790**
Monthly Subscription Fee:	**$2,290**

Special Partner Pricing Project Notes: this quote offers Williamson County TX the following FirstWatch System enhancements; FirstPass, OCU & a 4th FW data source interface (quoted above as DS4) for the existing & LIVE FirstWatch system at Williamson County Emergency Communications Center. DS4 will interface with the Williamson County 'Training System' for real-time data analysis and reporting based upon conversation with Terry & Matt and FW Team; Todd, John, Marc & Jim using 'special partner pricing' for DS4. Both FirstWatch & Williamson County agree that (based upon successful outcome of the training system project) WilCo & FW will work to create articles, case studies, abstract submissions for sessions/presentations at both National & Regional APCO, NENA and Navigator Conferences in order to help other Public Safety teams learn about the benefits of analyzing training data via FW, as well as other (TBD) benefits we'll both learn about during this project. This special partner pricing quote provided by Marc Baker during Terry's On-Site Meeting at FirstWatch Offices in CA. FirstPass will be configured utilizing an existing ESO ePCR Data Source. OCU will utilize the existing data connection into SunGard CAD. **Plus; this Special Partner Pricing proposal provides a $13,700 discount off DS4**

Thank you for the opportunity to present this quote.

To authorize FirstWatch to proceed with proposed enhancements, please fax signed copy (all pages) back to:
FirstWatch @ (760) 942-8329 or email executed PDF to: pdavis@firstwatch.net

WILLIAMSON COUNTY
1848

Purchasing Department

06/04/17

Williamson County Commissioners Court

Re: Sole Source recommendation for Data Analysis Software System

Dear County Judge and Commissioners,

Recently our Emergency Communications Office made a renewal and amendment request for an existing contract with FirstWatch Solutions. These actions require new qualification as a **sole source purchase of Data Analysis Software System. These services are supplied only by FirstWatch Solutions, Inc. who is the owner, and the only provider of this service.**

After reviewing all documentation requested and submitted, **I recommend qualifying this request as a sole source purchase and exempting these goods from competitive bidding requirements per Texas Local Government Code sections 262.003 (a) and 262.024 (a) (7),**

The process has included the following:

- Public posting of an RFI in BidSync for 14 days, with zero (0) responses received from another competitor.
- A signed Sole Source Justification Request from Terry Purvis, Assistant Director
- A signed letter of justification from the supplier, establishing why their product / service is only available from their company
- A notarized Sole Source Affidavit completed by the supplier
- A price quote of requested items/services and amendment

The term of this Sole Source exemption will be effective for 36 months from the date of approval.

If you have any questions or concerns, please contact me at any time.

Sincerely,

Randy Barker
Purchasing Agent/Director
Williamson County Purchasing Department

WILLIAMSON COUNTY
512.943.1555 Fax 512.943.1575
randy.barker@wilco.org www.wilco.org
901 S. Austin Ave.
Georgetown, Texas 78626

FIRST WATCH

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FirstWatch Software License Agreement Amendment

A Software License Agreement, dated 04/12/11, exists between FirstWatch Solutions, Inc. and Williamson County, Texas (CLIENT). In accordance with and incorporated to that Software License Agreement the following modification(s) is/are agreed to:

1. "Community of Excellence" System Enhancement Quote (appended)
2. "Phone System Data via E-CATS" System Enhancement Quote (appended)
3. "Termination for Convenience": The "Agreement" may be terminated at any time at the option of either party, without future or prospective liability for performance, upon giving ninety (90) days written notice thereof. In the event of termination, the County will only be liable for its pro rata share of the services rendered and goods actually received.

All other terms and conditions of the existing Software License Agreement between FirstWatch Solutions, Inc. and CLIENT are hereby unaltered, remain in full force and effect and are ratified and affirmed.

IN WITNESS THEREOF, the parties have executed this Amendment as of the date last signed.

FOR FIRSTWATCH SOLUTIONS, INC.	FOR CLIENT
Date 5/31/17	Date _____
By _____	By _____
Todd Stout President and CEO FirstWatch Solutions, Inc.	Name Title Williamson County, TX

FirstWatch® is a Registered Trademark of Stout Solutions, LLC and has international patents for its technologies.
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FIRST WATCH™
REAL-TIME EARLY WARNING SYSTEM

03/23/11

Ryan Moeller
Emergency Preparedness and Response Coordinator
Williamson County and Cities Health District
100 West 3rd Street
Georgetown, Texas 78626

Dear Ryan,

We are pleased and honored that you have chosen to deploy the FirstWatch® Early Event Detection System at Williamson County. You are joining a growing number of communities, large and small, who recognize the value of real-time syndromic surveillance, situational awareness, operational analysis and alerting ability found in FirstWatch.

Please accept the following documents; starting with a short 3-page license agreement along with other documentation to assist with the acquisition and installation of your FirstWatch System.

- **Software License Agreement:**
- **Schedule A:** Project Services, pricing, payment schedule, contact information and technical specification
- **Schedule B:** HIPAA Business Associate Compliance. This is our standard agreement which we offer for your consideration, however if your agency uses it's own standard HIPAA agreement we would gladly consider it as a replacement to this version
- **Schedule C:** Acceptance Test Plan. This document can be used to validate the FirstWatch system is operating to specifications

Please review these documents and feel free to contact FirstWatch if you have any questions or comments.

Best Regards,

Jay Bechelli

Jay Bechelli
Project Manager
760.943.9123 x206
jbechelli@FirstWatch.net

FIRSTWATCH SOLUTIONS, INC. SOFTWARE LICENSE AGREEMENT

1. *Parties; Effective Date.* This Software License Agreement ("Agreement") is between FirstWatch Solutions, Inc., 904 Second Street, Encinitas, California 92024 ("FirstWatch") and the undersigned software user ("Client"). This Agreement is effective on the date last signed ("Effective Date").

2. *Purpose of Agreement.* FirstWatch is a provider of data monitoring and biosurveillance software and related services to organizations and agencies in the fields of public health and public safety. Client desires a license to use the FirstWatch software identified on Schedule A ("Software") according to the terms of this Agreement.

3. *Grant of License.* FirstWatch grants Client a license to load and execute the Software on a computer located at the Site identified on Schedule A for use by its employees and staff in connection with its syndromic surveillance system. Client may make backup and archival copies of the Software.

4. *License Term; Maintenance Services.* The term of the Software license is perpetual. However, Client shall be entitled to Software updates, upgrades, enhancements, new versions, bug fixes, other improvements to the Software and access to the FirstWatch Subscriber Site, and to technical assistance relating to the Software, for the term(s) described in Schedule A of this Software License Agreement and with payment in full for the maintenance portion of the agreement. The term of Software Maintenance and Support commences upon the date of Software Acceptance.

5. *FirstWatch Intellectual Property Rights.* The license is nontransferable and nonassignable without the prior, written permission of FirstWatch. Client may not modify, enhance, or create derivative works, decompile, disassemble, or reverse engineer the Software, or make copies other than as authorized in Section 3. All rights not licensed are reserved to FirstWatch and no rights may be implied. FirstWatch retains all intellectual property rights in the Software, and Client agrees to implement software protection measures designed to prevent unauthorized use and copying of the Software.

6. *Delivery, Installation, and Testing.* Client is responsible for acquiring all hardware, equipment, and other software; for preparing the site (including physical and electrical requirements); for properly configuring the computing environment on which the Software will reside, and for installing the Software in accordance with Schedule A and any other requirements provided by FirstWatch in writing. Client shall test the Software within ten (10) days after FirstWatch has enabled Client's access to the Software.

7. *Acceptance.* The Software is Accepted upon the earlier of when (a) Client determines that the Software performs in accordance with the criteria set forth in the Acceptance Test Plan ("ATP"), set forth in Schedule C, or (b) the Software has been installed for thirty (30) days and Client has not advised FirstWatch that the Software fails to materially conform to the ATP. If the Software does not so perform for reasons inherent in the Software (and not, for example, third party hardware, software, equipment, or system configuration), FirstWatch will promptly replace the Software with materially conforming Software. Client shall test the revised Software and, unless the parties agree otherwise, Client may either (1) Accept the Software as conforming, (2) Accept the Software AS IS, or (3) reject the Software. If Client rejects the Software it shall delete the Software from its computing system, shall certify in writing such deletion, and FirstWatch shall refund all Software license fees paid by Client. Client shall have thirty (30) days after initial delivery to finally Accept or reject the Software. The foregoing is the sole remedy available in the event of nonconforming Software.

8. *Client Satisfaction.* FirstWatch desires that Client is fully satisfied with the Software and Services. If, within ninety (90) days after installation, for any reason, Client is not satisfied with the Software, Client may elect to return the Software and receive a full refund of all Software license fees paid to FirstWatch.

9. *Fees and Payments.* Client shall pay all fees according to the terms of Schedule A, and to pay a late fee 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 Client'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. Client shall pay for all travel-related expenses (*e.g.,* ground transportation, accommodations, food) incurred by FirstWatch at the request of Client and approved by Client in writing, for Software-related services such as on-site installation, training, customization, integration, support, and maintenance. Such additional services will be pursuant to a separate written agreement. Client is responsible for payment of all sales and/or use taxes arising out of its use of the Software; provided, however, Client 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, and the services and materials subject hereof are being

secured for use by Client. Exemption certificates will be provided upon request..

10. *Limited Warranties; Exclusions.*
FirstWatch warrants that during the Acceptance testing period, and while Client is receiving covered Maintenance Services per section 4 of this Agreement, the Software will perform in substantial conformance with the ATP, provided that the Software has been used as specified by FirstWatch. FirstWatch will use its best efforts to correct any material nonconformance within ten (10) business days after receipt of written notice of such nonconformance and Client's provision of any data, output, or other documentation or description of the nonconformance.
The limited software warranty applies only to Software used in accordance with the Agreement and does not apply if the Software media or Software code has been subject to accident, misuse, or modification by a party other than FirstWatch or as authorized by FirstWatch.
FirstWatch does not warrant that the functions contained in the Software will meet Client's specific needs, industry requirements, be error-free, or operate without interruption. The remedies in this Section 10 are the sole and exclusive remedies provided by FirstWatch relating to the Software.
THESE LIMITED WARRANTIES ARE IN LIEU OF, AND CLIENT HEREBY WAIVES, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
11. *Limitation of Liability.* Neither party shall be liable for indirect, incidental, consequential, special, punitive or exemplary damages, or for lost profits or business interruption losses, in connection with the Software or this Agreement, regardless of whether it has been made aware of their possibility. Other than amounts due to a party pursuant to Sections 9 or 13, or the breach of Sections 4, 5, or 14, in no event shall either party be liable to the other, under any theory of recovery, including contract, negligence, strict liability, warranty or products liability, in an amount in excess of the amount Client paid to FirstWatch for products and services. Any claims relating to this Agreement shall be brought within two (2) years after the occurrence of the event giving rise to the cause of action.
12. *Termination.* Either party may terminate this Agreement if there is a material breach by either party that is not cured within thirty (30) days after receipt of written notice of such breach. Upon termination of this Agreement, Client shall promptly discontinue using the Software and return to FirstWatch, or certify in writing, the destruction of all Software, Documentation, and FirstWatch training materials.
13. *Indemnification.*
FirstWatch agrees to defend, and hereby indemnifies, Client, from all damages, losses, fees, and expenses awarded by a court of competent jurisdiction, or reached through a settlement, arising out of Client's use of the Software or Documentation when such claim is based upon a third party claim that the Software infringes a U.S. patent, trademark, copyright or trade secret; provided that (a) Client promptly notifies FirstWatch in writing of such claim; (b) FirstWatch has sole control over the investigation, litigation and negotiation of such claim; (c) Client is current in its payments and in compliance with its obligations under this Agreement; and (d) Client reasonably cooperate, at the expense of FirstWatch, in the defense or settlement of such claim. This indemnification applies only to the Software delivered by FirstWatch and shall not apply if the Software has been modified by party other than FirstWatch, or if the Software has been combined with (or used in connection with) other products and used as a part of an infringing process or method which, but for the combination, would not infringe the intellectual property rights of such third party.
If the Software becomes, or in the opinion of FirstWatch is likely to become, the subject of such a claim, then FirstWatch may either (a) procure (at its expense) Client's right to continue using the Software, or (b) replace or modify the Software to avoid the claim of infringement. If neither of the foregoing alternatives is reasonably available to FirstWatch, then FirstWatch may terminate this licensee and refund to Client the license fees paid for the Software on a straight line three-year depreciation basis. This states the entire liability of FirstWatch with respect to third party claims of intellectual property infringement.
14. *Confidentiality.*
FirstWatch and Client may have access to information that the other considers to be confidential, private, or a trade secret. This information may include, but is not limited to, patient or other data, the Software, technical know-how, technical specifications, software code, manners of conducting business and operations, strategic business plans, systems, results of testing, financial information, and third-party information ("Information").
Each party shall use the other's Information only to perform its obligations under, and for the purposes of, the Agreement. Neither party shall use the Information of the other for the benefit of a third party. Each party shall maintain the confidentiality of all Information in the same manner in which it protects its own information of like kind, but in no event shall either party take less than reasonable precautions to prevent the unauthorized disclosure or use of the Information.
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 Client, 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 Client as to whether or not the same are available to the public. It is further understood that Client's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Client, 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 Client by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

Upon termination of the Agreement, or upon a party's request, each party shall return to the other all Information of the other in its possession. All provisions of the Agreement relating to confidentiality, ownership, and limitations of liability shall survive the termination of the Agreement.

15. *Ownership of Data.* The parties acknowledge and agree that all Client data ("Data"), is and shall remain the exclusive property of Client. FirstWatch acknowledges that in performing its obligations under the Agreement it may have access to Client networks and Data. FirstWatch will use and access such Data only as necessary for the purpose of providing the services and supporting the Software as agreed.

16. *HIPAA.* With respect to any protected health information ("PHI") and to the extent FirstWatch is subject to the provisions of the Health Insurance Portability and Accountability Act as a Business Associate, FirstWatch shall (a) not use or disclose PHI other than as permitted or required by any agreement between FirstWatch and Client, or as required by law, (b) use appropriate safeguards to prevent use or disclosure of the PHI, (c) report to Client any unauthorized use or disclosure of the PHI of which it becomes aware, (d) ensure that any agent or subcontractor that accesses PHI in order to assist FirstWatch in providing the Services will be bound by the provisions of this Section, (e) reasonably cooperate with Client to make its internal practices, books, and records, including policies and procedures relating to the use and disclosure of PHI available to a governmental agency in the event a governmental agency requests such information, (f) document all its disclosures of PHI and information related to such disclosures, and notify Client of such disclosures, (g) return or destroy all PHI upon termination of the Services under this Agreement. If the parties enter into a separate agreement regarding the use of protected health information, the terms of that separate agreement shall take precedence and control over the terms of this Section 16.

17. *General.*

All required communications shall be in writing and addressed to the recipient party at its address set forth in this Agreement, addressed to the person who signed the Agreement on behalf of such party, or to such address and person as may be designated by such party in writing. All communications are deemed given when hand-delivered; or if mailed, by registered mail with verification of receipt, upon date of mailing; or if by electronic mail or facsimile, when received (with verification of transmission sent promptly to the receiving party along with a hard copy of the communication).

Any part of the Agreement held to be invalid or unenforceable, shall be revised so as to make it valid and enforceable, consistent with the intent of the parties expressed in that provision. All other provisions of the Agreement will remain in full force and effect. The remedies accorded FirstWatch are cumulative and in addition to those provided by law.

The Agreement, all Schedules (A-C), and any amendments thereto constitute the entire understanding of the parties with respect to the subject matter of the Agreement and replaces all prior and contemporaneous written and oral communications, promises, or understandings.

Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

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

The obligations of the parties under this Agreement do not constitute a general obligation or indebtedness of either party for which such party is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that Client shall have the right to terminate this Agreement at the end of any Client fiscal year if the governing body of Client does not appropriate sufficient funds as determined by Client's budget for the fiscal year in question. Client may effect such termination by giving written notice of termination to FirstWatch at the end of Client's then-current fiscal year.

Electronic mail shall not be deemed to constitute a signed writing for purposes of this modification provision unless expressly identified as an amendment. No waiver of any right or remedy will be effective unless given in writing and signed on behalf of the party making such waiver. No purchase order or other administrative document will amend the Agreement unless signed by an representative of both parties and identified as an amendment to the Agreement, even if accepted by the receiving party without objection.
Client may not assign any rights or delegate any duties under the Agreement without the prior, written consent of FirstWatch, which will not be unreasonably withheld, and any attempt to do so without consent will be void. The Agreement is binding upon the parties' successors and permitted assigns.

AGREED AND ACCEPTED:

FirstWatch Solutions, Inc.

Date: March 23, 2011

By: _____
Signature

Name: Todd Stout, President

Client Name and Address:

Williamson County EMS
100 West 3rd Street
Georgetown Texas 78626

Date: April 12, 2011

By: _____
Signature

Name: Kenneth Schnell
Printed

Title: Director

Schedule A: Project Services, Pricing & Payment Schedule, Contact Information & Technical Specifications

Project Services:

- Single license of FirstWatch Thin-Client (Remote Data Gathering) Software installed on Licensee's dedicated FirstWatch PC/Server

    - All data integration with Williamson County's OSSI Computer-Aided Dispatch (CAD) and EMSCharts ePCR Systems integrated via:
        - Connectivity to a data source via ODBC or similar means;
        - or Text or XML ***file*** output for each incident from a Licensee-provided process (one or more files for each incident) that provides files on the dedicated FirstWatch PC/Server;
        - or client provided web services interface allowing FirstWatch to securely access, query and receive necessary data via a non-dedicated internet connection. Client provided web services interface will include the ability to encrypt and decrypt data and options to query live and historical data.

    - Data Shuttle, remote connectivity and other software and processes on Licensee's dedicated FirstWatch PC which work together to reliably and securely transmit data to the FirstWatch Data Center, and allow for remote support, using Licensee-provided, always-on Internet connectivity.

    - Linking of data sources requires, at a minimum, a unique key that exists within each data source in a useable format.

- Modify centrally located FirstWatch server-based processes, software and database as necessary to receive Licensee's data, import into FirstWatch database, and monitor for statistically-significant increases in volume or geographic clusters of calls which meet user-defined criteria.

- Provide up to fifty (50) Licensee-specific user login(s) and password(s) to allow up to fifty (50) simultaneous users on the FirstWatch subscriber Internet site. (Access by additional users may be purchased, and access via FirstWatch to other, 3rd-party services or tools, may be licensed separately.)

- Provide the ability for the Licensee to define all system included and client purchased "trigger sets" for monitoring by FirstWatch.

- Provide the ability for the Licensee to define up to fifty (50) alert recipients for each trigger, via a combination of email, text messaging, fax, or compatible paging system.

- Provide a default "All Events" trigger with monitoring and alerts to demonstrate complete functionality of system.

Pricing and Payment Schedule:

Williamson County EMS FirstWatch Pricing				
Line #	**Description**	**Qty.**	**Unit**	**Extended**
1	System License* (DS1-Central Data Source)	1	$25,648	$25,648
2	Annual Maintenance* (DS1-Central Data Source)	1	$5,643	$5,643
3	Data Source Integration (DS1-Central Data Source)	1	$7,500	$7,500
4	Installation / Configuration	1	$2,500	$2,500
5	Training/Trigger Consultation/Project Mgmt.	1	$6,500	$6,500
6	System License* (DS2)	1	$12,824	$12,824
7	Annual Maintenance* (DS2)	1	$2,821	$2,821
8	Data Source Integration (DS2)	1	$7,500	$7,500
9	Regular System Triggers (included)	20	$0	$0
10	Additional Regular Triggers (each) Year 1	10	$600	$6000
11	EMS Transport Dashboard Module	1	$2,500	$2,500
12	Annual Maintenance (EMS TD Module)	1	$550	$550
13	Performance Plus Module	1	$2,500	$2,500
14	Annual Maintenance (PP Module)	1	$550	$550
15	Additional Years Prepaid Annual Support	1	$11,564	$11,564
16			**Total Price**	**$94,600**

* License and Maintenance costs are for monitoring Williamson County's EMS and FD Calls. Assumptions based on 28,000 annual incidents, and include a 'buffer' of plus or minus (±) 20% of the call volume.

Williamson County EMS FirstWatch Payment Schedule	
Initiation Payment: 50% System License (DS1, DS2), 100% of Installation, integration, Data Source (Year 1) Maintenance, 50% Additional Years (1) Prepaid Annual Maintenance, 100% Training/Trigger Consultation, Project Mgmt./Triggers >Due 30 days after SLA signature invoicing	**$57,482.00**
Installation Payment: 40% System License (DS1, DS2), 40% Additional Years (1) Prepaid Annual Maintenance, 100% Additional Regular Triggers (10), 100% EMS TD and Performance Plus Modules >Due 30 days after Installation invoicing	**$31,014.40**
Acceptance Payment: 10% System License (DS1, DS2), 100% EMS TD and Performance Plus Modules Annual Maintenance (Year 1), 10% Additional Years (1) Prepaid Annual Maintenance >Due 30 days after Acceptance invoicing	**$6,103.60**

Maintenance fees beyond the Term of this Agreement will recur and reflect then-current FirstWatch maintenance and support rates unless otherwise agreed on by both parties.

Contact Information:

Licensor Contact **Tax I.D. No.** **05-0544884**	Todd Stout, President FirstWatch® 904 Second Street, Encinitas, California, 92024	Phone: 760-943-9123 Fax: 760-942-8329 Email: tstout@firstwatch.net
Licensee Contact	Kenny Schnell Williamson County EMS 100 West 3rd Street Georgetown Texas 78626	Phone : 412.647.4895 Fax : 412.461.3270 Email : KSchnell@wilco.org

FW Software/Hardware Requirements

FirstWatch Hardware Requirements:	
Minimum (only if using existing equipment)	**Preferred** (required/minimum if new equipment)
Dedicated PC or Virtual Machine used exclusively for FirstWatch purposes	Dedicated Server or Virtual Machine used exclusively for FirstWatch purposes
Pentium IV Compatible 2.0GHz or better as long as it meets the minimum requirements for installed OS	Core Duo 2.4GHz or better
1GB RAM or better	4GB RAM or better
250GB Hard Drive or larger (two partitions 20GB (OS), balance as data)	500GB Hard Drive or larger (two partitions 20GB (OS), balance as data)
10/100mb Ethernet Card	100mb / 1GB Ethernet Card
16/32bit color video, capable of displaying 1024 x 768 in "High" or "True" color	16/32bit color video, capable of displaying 1024 x 768 in "High" or "True" color
Keyboard / mouse / monitor or via KVM	Keyboard / mouse / monitor or via KVM
CD-R/CD R-RW drive or better	CD-RW/DVD drive or better
FirstWatch Software Requirements:	
Minimum	**Preferred**
Microsoft Windows 2003/2008/XP/Vista/7 Professional including all the latest updates and patches loaded	Microsoft Windows Server 2008 (64bit) Standard Edition including all the latest updates.
Complete (run all from my hard drive) installation of Microsoft Access 2007 or later including all the latest updates and patches loaded. If the database to be monitored is MS SQL Server, SQL Server Management Studio can be installed instead of MS Access. **Note:** If Priority Alert was purchased, preferred specifications are required.	Complete (run all from my hard drive) installation of Microsoft Access 2007 or later including all the latest updates and patches loaded. If the database to be monitored is MS SQL Server, SQL Server Management Studio can be installed instead of MS Access. **NOTE:** The FirstWatch Priority Alert Module Requires MS SQL Server 2008 R2 Express Edition download for free at: http://www.microsoft.com/express/database
ODBC driver or other licensed and approved connectivity to underlying database	ODBC driver or other licensed and approved connectivity to underlying database
Virus Protection Software of customer's choosing	Virus Protection Software of customer's choosing
WinZip or compatible software - Not Required if functionality included in Windows OS	WinZip or compatible software - Not Required if functionality included in Windows OS
Microsoft .NET Framework Version 3.5. (installed with local FirstWatch Thin Client Software)	Microsoft .NET Framework Version 3.5 (installed with local FirstWatch Thin Client Software)
Automated Time synchronization software or process of clients choosing. MS Windows OS feature is fine.	Automated Time synchronization software or process of clients choosing. MS Windows OS feature is fine.

Connectivity / Firewall & Environment:
Always-on high speed broadband Internet connectivity under customer specified and controlled security settings; Recommend static IP address with hardware firewall.
Read-only Network access to database(s) being monitored **(ODBC connection)**
Outbound access for **HTTP (port 80)** and **HTTPS (port 443)** with access to *.firstwatch.net.
For agencies using FirstWatch provided WebEx Remote Access service for installation and support, it may be necessary to create an exception list for WebEx sites on the firewall or proxy to properly use WebEx services. In most cases, the IP Range that can be used to add an exception for the firewall or proxy is 64.68.96.0-64.68.127.255.
SMTP account and access through client controlled server (preferred, not required) or SMTP access to mail.stoutsolutions.com and mail.firstwatch.net. SMTP will be required for Priority Alerting Module if it was purchased.
Local (not network) server **administrator** account with access to specifications above.
To maximize system availability FirstWatch recommends remote-client hardware be located with other critical systems and when possible include UPS, back-up generator, monitored data circuit(s) and HVAC controlled secure environment.
Support:
Minimum
Allow FirstWatch access to the dedicated machine via WebEx Remote Access client services (or authorized substitute, including VPN). WebEx Remote Access client software provided with FirstWatch under maintenance and service agreement. If VPN or other connection requires additional hardware or software on client or support side, it will be the responsibility of the customer to supply it.

Disclaimer: Although FirstWatch requires a dedicated machine for our applications, some clients have requested running the FirstWatch applications on a server that is shared with other applications or in a virtual server environment. We have successfully deployed in a combination of these configurations and are willing to attempt an install in this environment if the client understands that there is risk involved. The risk is that if another process or application on the same machine renders the machine unresponsive, it could potentially stop the processing of the FirstWatch applications. Conversely the FirstWatch applications may affect the other applications. Therefore, if the client decides to move forward in this manner and results in ongoing problems with our application, we will respectfully request that our system be transferred to a dedicated machine for the purpose of running the FirstWatch applications. FirstWatch staff will be happy to assist the client with reconfiguring the FirstWatch system on a new machine.

Schedule B: FIRSTWATCH SOLUTIONS, INC. DATA ACCESS AND DATA SHARING AGREEMENT

This Business Associate Agreement ("Agreement") is entered into between FirstWatch Solutions, Inc., 904 2nd Street, Encinitas, California 92024 ("FirstWatch") and the Williamson County EMS identified in the Data Access and Data Sharing Agreement ("Agency"), in furtherance of the obligations of the Health Insurance Portability and Accountability Act of 1996 and its accompanying regulations that relate to the privacy of individually identifiable health information ("HIPAA").

1. *Definition.* "PHI" means "protected health information" of an individual or a patient (as defined in 45 CFR 164.501), but includes only the individually identifiable health information that is created or received by FirstWatch from or on behalf of Agency. Terms not otherwise defined in this Agreement have the same meaning as those terms under HIPAA.

2. *Obligations and Activities of FirstWatch.* FirstWatch agrees to do each of the following:

(a) Not use or disclose PHI other than as permitted or required by this Agreement or as Required by Law (as defined in 45 CFR 164.501);

(b) Use appropriate safeguards to prevent the use or disclosure of PHI other than as provided for by this Agreement;

(c) Document and report to Agency uses or disclosures of PHI that are not permitted under this Agreement, of which FirstWatch becomes aware;

(d) Make available its records relating to the uses and disclosures of PHI for inspection by the Secretary of the Health and Human Services for the purpose of determining Agency's compliance with its obligations under HIPAA; provided that FirstWatch is not required to disclose information that it deems confidential or proprietary; and

(e) Disclose PHI to its employees, subcontractors and agents only if such entities are either contractually or legally bound to restrictions and conditions with respect to the PHI that are no less restrictive than those contained in this Agreement.

3. *Permitted Uses and Disclosures of PHI By FirstWatch.* Notwithstanding anything to the contrary in this Agreement, FirstWatch may:

(a) Use and disclose PHI to perform the functions, activities, or services for or on behalf of its Client, or in accordance with the terms of its Agreement with Agency;

(b) Use PHI for the proper management and administration of its business and to carry out any present or future legal responsibilities of FirstWatch;

(c) Disclose PHI for the proper management and administration of its business and to carry out its legal responsibilities; provided that (i) such disclosures are Required by Law or (ii) FirstWatch obtains reasonable assurances from the person to whom the information is disclosed that the PHI will remain confidential (and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to that person), and such person agrees to notify FirstWatch if it discovers that the confidentiality of the information has been breached;

(d) Use PHI to provide data aggregation services as permitted by 45 CFR 164.504(e)(2)(i)(B); and

(e) Disclose PHI to report violations of law to appropriate federal and state authorities consistent with 45 CFR 164.502(j)(1).

4. *Obligations of Agency.* Agency shall:

(a) Notify FirstWatch in writing of any limitation in its notice of privacy practices if such limitation may affect FirstWatch's use or disclosure of PHI;

(b) Provide FirstWatch in writing with any changes in, or revocation of, permission by an individual to use or disclose PHI, if such changes affect FirstWatch's permitted or required uses and disclosures of PHI;

(c) Notify FirstWatch of any restriction on the use or disclosure of an individual's PHI that Agency has agreed to in accordance with 45 CFR 164.522, if such restriction may affect FirstWatch's use or disclosure of PHI; and

(d) Not request FirstWatch to use or disclose PHI in any manner that would not be permissible under HIPAA if done by Agency.

5. *Term.* The term of this Agreement begins on the date the Agreement is last signed by both parties and shall terminate concurrently with the termination or expiration of the License Agreement, unless terminated earlier as permitted under this Agreement. Upon termination or expiration of this Agreement, FirstWatch shall either return to Agency or destroy all PHI in its possession. If FirstWatch is unable to return or destroy PHI upon termination or expiration, it will extend the protections of this Agreement to such PHI for so long as FirstWatch retains possession of such PHI.

6. *General.* Either party may terminate this Agreement if the other party engages in any activity or practice that constitutes a breach of this Agreement, and the breaching party fails to cure the breach within thirty (30) days following receipt of notice of such violation. This Agreement shall be construed under the laws of the State of Texas and the federal laws of the United States.

Agreed and Accepted:

March 23, 2011

FirstWatch Solutions, Inc. Date

April 12, 2011

Williamson County EMS Date

Schedule C: Acceptance Test Plan

Introduction

The purpose of the Acceptance Test Plan is to provide the customer with a tool to guide them through the verification process resulting in system acceptance. This document will walk through the most commonly used functionality of the product and provide an expected result for each "test" executed.

These tests assume that the data made available to FirstWatch contains the information necessary to provide the functionality to test. (An example would be if the underlying data available to FirstWatch does NOT contain patient destination for an ambulance call, then FirstWatch can not make it available for the user to view or test.

No.	Test	Expected Result	Pass = Y No Pass = N	Comments
1	Navigate to the FirstWatch Subscriber Site subscriber.firstwatch.net	FirstWatch Subscriber Site displays		
2	Enter a Username and Password provided to you by FirstWatch.	Successfully log into Status Page showing a quick-view of one or more triggers		
3	Launch your *All Calls Trigger*	New window opens showing the GraphIt Summary Page		
4	Check the Hide Min/Max Events box above the Actual Events Graph.	Shaded area (if present) along Actual Events line will disappear.		
5	Check the Hide Hourly Events box above the Actual Events Graph.	Bars along bottom axis will disappear		
6	Set Refresh Rate to 1 minute.	Page will reload every 1 minute. Prior to reloading a green "Reloading" bar will appear near the top left section of the page. Reset Refresh Rate to 20 minutes after page reloads so reloads to not interfere with ATP.		
7	Click View Alert Configuration link from the top right of the page.	Separate windows displays criteria for which this trigger will alert, or "This trigger is currently not configured for any alerts."		
8	Click the Event List link in the top of the page.	Page displays a line listing of events.		

9	Click a hyperlink field from one of the events in the line listing.	Page displays a drill-down of data related to incident/event selected.		
10	Click the MapShot link from the top of the page. MapShot link is only present for data sets that include geo-data.	Page displays a map with icons representing location of incidents/events. Thematic maps display shaded areas for data sets which include non-geo-specific data elements.		
11	Click the PDA link from the top of the page.	Page displays a text only description of trigger information.		
12	Click the Destination link from the top of the page. (Only present for data sets which include patient transport destination data)	Page displays a line listing of events separated by transport destination.		
13	Click the Analysis Tool link from the top of the page.	Page displays interactive tool for retrospective analysis.		
14	Specify a Start Date/Time and Stop Data/Time of the last 7 to 10 days. (Default date range will include the last 7 days). Click GraphIt link.	After calculations are complete, trigger will display Graphit summary for date/time range selected. (calculation time will increased as date/time range increases)		
15	Click Event List link	Page displays line listing of all events for date/time range selected.		
16	Click MapShot link	Page displays MapShot of all activity for date/time range selected.		
17	Click the Go-Back to real-time link.	Page returns to Event list view.		
19	Press the Log Out button on the top right corner of this trigger.	User will be logged out and redirected to FirstWatch Subscriber site.		
20	Press the Log Out button on the top right corner of the Trigger Status Page (1st page displayed after login)	User will be logged out and redirected to FirstWatch Subscriber site.		

Client Name	
Client Signature	
Acceptance	[ ]
Conditional Acceptance	[ ]
Rejected	[ ]
If Conditional or Rejected please specify reason(s) in detail:	

When completed, please fax this form to FirstWatch at 760-942-8329.

Commissioners Court - Regular Session **27.**

Meeting Date: 06/13/2017

Georgetown Health Clinic Flooring Contract

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 approving services contract for carpet installation at the Williamson County Health District Georgetown Clinic with Quality Carpets & Floors, in the amount of $ 5,307.50, and authorize the County Judge to sign agreement.

Background

Facilities obtained 3 quotes for this service and are recommending Quality Carpet as they returned the lowest quote at $5307.50. The attached services agreement provided by legal is for the not to exceed amount of the same.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Service Contract

Quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Kerstin Hancock	06/08/2017 10:22 AM
County Judge Exec Asst.	Wendy Coco	06/08/2017 11:33 AM
Form Started By: Thomas Skiles		Started On: 06/05/2017 01:25 PM
Final Approval Date: 06/08/2017		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

SERVICES CONTRACT
FOR CARPET INSTALL
(Williamson County Health)
(100 W. 3rd Street, Georgetown, TX 78626)

THIS SERVICES CONTRACT (hereinafter "Contract") is made and entered into by and between **Williamson County, Texas** (hereinafter "The County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Quality Carpets & Floors** with offices at 5840 Williams Dr., Georgetown, Texas 78633, (hereinafter "Service Provider"). The County agrees to engage Service Provider as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

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

A. As described in the attached Statement of Work/Quotation, dated April 3, 2017 and designated Exhibit "A," which is incorporated herein as if copied in full.

Should The County choose to add services in addition to those described in Exhibit "A", such additional services shall be described in a separate written amendment to this Contract wherein the additional services shall be described and the parties shall set forth the amount of compensation to be paid by The County for the additional services. Service Provider shall not begin any additional services and The County shall not be obligated to pay for any additional services unless a written amendment to this Contract has been signed by both parties.

II.

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

III.

Consideration and Compensation: Service Provider will be compensated based on a fixed sum for the specific project herein. **The not-to-exceed amount under this agreement is $5,307.50, unless amended by a change order and approved by the Williamson County Commissioners Court.** Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of The County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

IV.

Insurance: Service Provider shall provide and maintain, until the services covered in this Contract is completed and accepted by The County, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to The County and name The County as an additional insured.

Type of Coverage	Limits of Liability
a. Worker's Compensation	Statutory
b. Employer's Liability	
Bodily Injury by Accident	$500,000 Ea. Accident
Bodily Injury by Disease	$500,000 Ea. Employee
Bodily Injury by Disease	$500,000 Policy Limit

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

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability (*including premises, completed operations and contractual*)	$ 500,000	$ 500,000
Aggregate policy limits:		$1,000,000

Service Provider, as an independent contractor, meets the qualifications of an "Independent Contractor" under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, and must provide its employees, agents and sub-subcontractors worker's compensation coverage. Contactor shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by The County.

Upon execution of this Contract, Service Provider shall provide The County with insurance certificates evidencing compliance with the insurance requirements of this Contract.

V.

Entire Contract & Incorporated Documents: This Contract constitutes the entire Contract between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated (as if copied in full) into this Contract include the following:

A. As described in the attached Statement of Work/Quotation, dated April 3, 2017 and marked Exhibit "A," which is incorporated herein as if copied in full; and

B. Any required insurance certificates evidencing required coverages.

The County reserves the right and discretion (pursuant to public policy and Texas Constitutional principles) to determine applicable provisions where there is any conflict between this Contract and any of the above-referenced contract documents/exhibits or incorporated documents.

VI.

No Agency Relationship & Indemnification: It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with The County, nor shall Service Provider hold himself out as an agent or official representative of The County unless expressly authorized to do so by a majority of the Williamson County Commissioners Court. Service Provider shall be considered an independent contractor for the purpose of this Contract and shall in no manner incur any expense or liability on behalf of The County other than what may be expressly allowed under this Contract. The County will not be liable for any loss, cost, expense or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the services being provided.

VII.

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE SERVICE PROVIDER, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. SERVICE PROVIDER HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF SERVICE PROVIDER OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

VIII.

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

IX.

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

X.

Termination: This Contract may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving seven (7) days written notice thereof.

XI.

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

XII.

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

XIII.

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

XIV.

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

XV.

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

XVI.

No Assignment: Service Provider may not assign this Contract.

XVII.

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

WITNESS that this Contract shall be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:	**SERVICE PROVIDER:**
_____	Dudley Hui
Authorized Signature	Authorized Signature
_____	Dudley Hui
Printed Name	Printed Name
Date: _____, 2017	Date: 6-2, 2017

Exhibit"A"
Statement of Work/Quotation
(dated April 3, 2017 and incorporated herein as if copied in full)

QUOTE

Quality Carpets & Floors

5840 Williams Dr.
Georgetown, Texas 78633
(512)930-1339 (512)863-7979
qcfdhill@verizon.net

DATE **April 3, 2017**

TO: Williamson County
Health Clinic
Georgetown Texas

QUANTITY	DESCRIPTION	UNIT PRICE	LINE TOTAL
1056 Ft.	VCT Tile installed with tear out of existing, in all work zones indicated in floor plan attachment (dated 4-13-17)	3.75/ Ft.	$3,960.00
385 Ft.	Vinyl Cove Base 4" with toe	$2.50/ Lf.	$962.50
	Transitions		$45.00
4 Bags	Floor Leveler - **SUBJECT TO CHANGE**	$47.50/ Ea.	$190.00
	Move and reset furniture, appliances etc.		$150.00
	Homeowner moves all knick knacks, breakables, lamps, etc.		
	Any Floor Leveling is an extra charge of $47.50 per bag, Ok'd by homeowner.		
		SUBTOTAL	
		SALES TAX	
		TOTAL	**$5,307.50**

THANK YOU FOR YOUR BUSINESS!

Commissioners Court - Regular Session **28.**

Meeting Date: 06/13/2017

Approve Professional Services Agreement for Training and Traumatic Event Response

Submitted For: Randy Barker **Submitted By:** Will Hutchinson, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Professional Services Agreement for Training and Traumatic Event Response for the Williamson County Sheriff's Office between Williamson County and Tania Glenn & Associates, PA; and exemption of these services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Tex. Loc. Gov't Code § 262.024(a)(4).

Background

Tania Glenn and Associates, PA , based in Austin, TX, is dedicated to serving the mental health needs of first responders through the use of effective, appropriate, and proven interventions consisting of individual and group debriefings, in addition to training on types of stress, effects of stress, stress management strategies, methods for coping in the aftermath of critical incidents, at individual, team and department levels, compassion fatigue and burnout, as well as advanced training on Posttraumatic Stress Disorder. Rate for Phone Interventions and Individual Therapy $70/hour; Rate for Crisis Intervention and Response to Incidents $70/hour.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Kerstin Hancock	06/08/2017 10:34 AM
County Judge Exec Asst.	Wendy Coco	06/08/2017 11:33 AM
Form Started By: Will Hutchinson		Started On: 06/05/2017 01:53 PM
Final Approval Date: 06/08/2017		

PROFESSIONAL SERVICE AGREEMENT FOR TRAINING AND TRAUMATIC EVENT RESPONSE FOR THE WILLIAMSON COUNTY SHERIFF'S OFFICE

This Professional Services Agreement for Training and Traumatic Event Response for the Williamson County Sheriff's Office ("Agreement") is entered into between Williamson County, Texas, hereinafter referred to as COUNTY, and Dr. Tania Glenn, PsyD, LCSW, CTS acting by and through Tania Glenn & Associates, PA, hereinafter referred to as PROVIDER, for the purpose of providing professional services in the form of training and traumatic event response for the Williamson County Sheriff's Office, which the Commissioners Court finds serves a public purpose and serves the public welfare of the citizens of Williamson County.

I.
SCOPE OF SERVICES

PROVIDER shall provide, upon request by the Williamson County Sheriff or his designee, the training and traumatic event response services set forth in the Scope of Services attached hereto as **Exhibit "A"**. All services provided by PROVIDER shall be performed according to the regularly accepted standards of a psychiatrist that provides such psychiatric care and services in the State of Texas.

PROVIDER shall have a duty to immediately notify the Williamson County Sheriff of any complaint, investigation, or adverse action taken against PROVIDER concerning his/her ability to practice in the State of Texas. PROVIDER will be under no obligation to provide services which are beyond PROVIDER's expertise.

II.
TERM

This Agreement shall become effective as of the date of the last party's execution below and continue until September 30, 2017 (the "initial term"), unless terminated sooner as authorized herein. Following the initial term, this Agreement shall automatically renew for one (1) year terms commencing on October 1st of each year and continuing thereafter until the following September 30th, unless otherwise terminated pursuant to the provisions hereof.

III.
COST AND PAYMENT

The basis of compensation for the services of PROVIDER shall be based on the Rate Schedule set forth in the attached **Exhibit "B"**. The maximum amount payable under this Agreement, without modification, during the initial term and during any renewal term shall be **Twenty-Five Thousand Dollars ($25,000.00)** (the "Compensation Cap"), provided that any amounts paid or payable shall be solely pursuant to a validly issued request for training and traumatic event response services by the Williamson County Sheriff or his designee. In no event may the aggregate amount of compensation during any term of this Agreement exceed the Compensation Cap. The Compensation Cap shall be revised equitably only by written amendments executed by both parties in the event of a change to the overall Scope Services set forth in **Exhibit "A"**.

PROVIDER shall be reimbursed for actual non-labor costs incurred in the performance of the services under this Agreement in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit "C"**. Invoices requesting reimbursement for costs and expenditures (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 PROVIDER without mark-up.

Should the actual costs of all fees and non-labor costs (reimbursables) rendered under this Agreement be less than the above stated Compensation Cap during the initial term or any renewal term thereafter, then PROVIDER shall receive compensation for only actual fees and non-labor costs (reimbursables) actually rendered and incurred, which may be less than the above stated Compensation Cap.

COUNTY's payment for services shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by COUNTY within thirty (30) days from the date of the Williamson County Auditor's receipt of an invoice. Interest charges for any late payments shall be paid by COUNTY in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of COUNTY's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. In the event that a discrepancy arises in relation to an invoice, such as an incorrect amount on an invoice or a lack of documentation that is required to be attached to an invoice to evidence the amount claimed to be due, COUNTY shall notify PROVIDER of the discrepancy. Following COUNTY's notification of any discrepancy as to an invoice, PROVIDER must resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation, to the Williamson County Sheriff's Office. COUNTY shall pay the invoice within thirty (30) days from the date of the Williamson County Sheriff's Office's receipt of the corrected or revised invoice. COUNTY's payment of an invoice that contains a discrepancy shall not be considered late, nor shall any interest begin to accrue until the thirty-first (31st) day following the Williamson County Sheriff's Office's receipt of the corrected or revised invoice.

Any violation of the provisions of this Agreement by PROVIDER shall be grounds for withholding payment by the COUNTY until the violation is resolved to the satisfaction of the COUNTY.

IV.
AGENCY-INDEPENDENT CONTRACTOR

Neither the COUNTY nor any employee thereof is an agent of PROVIDER and neither PROVIDER nor any employee thereof is an agent of the COUNTY. This agreement does not and shall not be construed to entitle either party or any of their respective employees, if applicable, to any benefit, privilege, or other amenities of employment by the other party. The parties agree and acknowledge that PROVIDER is acting as an independent contractor under this Agreement.

V.
ASSIGNMENT; SUCCESSORS AND ASSIGNS

Neither party may assign, in whole or in part, any interest it may have in this Agreement without the prior written consent of the other party. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.

VI.
THIRD PARTY BENEFICIARY EXCLUDED

No person not a party to this Agreement may bring a cause of action pursuant to this Agreement as a third-party beneficiary. This Agreement may not be interpreted to waive the sovereign immunity of any party to this Agreement to the extent such party may have immunity under Texas law.

VII.
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.

VIII.
TERMINATION

This Agreement may be terminated, with or without cause, by either party by providing written notice to the other party at least thirty (30) days prior to the intended date of termination.

IX.
NOTICE

Any notice or other writing required by this Agreement shall be deemed given when personally delivered or mailed by certified or registered United States mail, postage prepaid, addressed as follows:

COUNTY: Williamson County Judge
Dan A. Gattis (or successor)
710 Main Street, Ste. 101
Georgetown, Texas 78626

with copy to: Williamson County Sheriff
Robert Chody
508 Rock Street
Georgetown, Texas 78626

PROVIDER: Tania Glenn & Associates, PA
Attn: Dr. Tania Glenn, PsyD, LCSW, CTS
4412 Spicewood Springs Road
Suite 701
Austin, Texas 78759

X.
SEVERABILITY

If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.

XI.
VENUE AND GOVERNING LAW

Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Williamson County, Texas. Furthermore, except to the extent that this Agreement

is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

XII.
NO WAIVER OF IMMUNITIES

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

XIII.
COUNTY'S RIGHT TO AUDIT

PROVIDER agrees that COUNTY or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of PROVIDER which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. PROVIDER agrees that COUNTY shall have access during normal working hours to all necessary PROVIDER 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 PROVIDER reasonable advance notice of intended audits.

XIV.
APPROPRIATION OF FUNDS

COUNTY believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. PROVIDER understands and agrees that the COUNTY's payment of amounts under this Agreement is contingent on the COUNTY receiving appropriations or other expenditure authority sufficient to allow the COUNTY, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement.

XV.
ENTIRE AGREEMENT

This Agreement represents the entire understanding of and between the parties and supersedes all prior representations and prior agreements between the parties. This Agreement may not be varied orally, but must be amended by written document of subsequent date duly executed by these parties.

Executed by the parties on the date referenced below to be effective as of the date of the last party's execution.

WILLIAMSON COUNTY, TEXAS

_____
Dan A. Gattis
Williamson County Judge

Date: _____ _____, 20____

PROVIDER:

TANIA GLENN & ASSOCIATES, PA

_____
Dr. Tania Glenn, PsyD, LCSW, CTS

Date: June 2 ___, 2017

EXHIBIT "A"

SCOPE OF SERVICES

1.0 Scope of Services Overview

This Scope of Services outlines the creation and coordination of an independent contractor relationship between an outside clinical advisor, Tania Glenn, PsyD, LCSW of Tania Glenn & Associates, PA (as referenced in the Agreement as "PROVIDER"), and the Williamson County Sheriff's Office. The role of the clinical advisor would be to provide necessary education and traumatic event response for both groups and individuals within the Williamson County Sheriff's Office.

2.0 Background

2.1 General History

Occasionally in the line of duty, first responders encounter events that are not considered within the normal scope of our day-to-day duties. Sometimes these types of events touch their lives in ways that they do not expect, and personnel are left with the lasting impact (both negative and positive) that shapes their professional and sometimes personal lives.

These types of events are called critical incidents – they are sudden and extreme, and can overwhelm the usual coping mechanisms of those dedicated to serve. At any given point, even the most experienced and seasoned emergency personnel can be affected by an incident. This is because it is human nature to have a coping capacity or threshold, beyond which a person no longer tolerates stress in a productive manner. Over time, one's definition of a critical incident can change or evolve as he or she grows and experiences life. In other words, events that didn't affect someone at age 22 might really bother the same person at age 32, 42 or 52.

The most debilitating type of critical incident is obviously a line of duty death. The range and type of impact that this has on pilots is powerful and very painful. In addition to a line death, many employees are also impacted by the suicide of a coworker, injuries to coworkers, the death of a child, mass casualty incidents, events with known victims, the accidental wounding or killing of a citizen and any other event which is unusual and outside the range of what is considered "normal."

Some common reactions to critical incidents include nausea, vomiting, diarrhea, pupil dilation, headaches, indigestion, tremors, muscle aches, increased smoking, insomnia, nightmares, social isolation, anger, depression, an increased startle response, restlessness, increased use of alcohol, and many others. These reactions can be confusing and quite unsettling to affected personnel. Once these reactions are normalized through training, employees typically know how to manage these reactions and prevent them in the future.

The other area of concern in the aftermath of a major incident is the impact on the workplace, which often serves as a reminder for what has occurred. Employees may sometimes manifest their

ongoing issues with an event by behaving in was that are different. Management is often left wondering why a previously stellar performer is now behaving negatively or displaying a problematic attitude. Through understanding the effects of a trauma on employees and by proactively addressing the effects of an incident on both the individual and company levels, leadership is able to get ahead of the curve and prevent ongoing negative ripple effects of an incident. This, of course, takes training and education, along with the ability to tap into resources to guide management through this process.

2.2 Scope of Services of Training and Intervention Elements Provided

Provider will provide the following Scope of Services when and as requested by the Williamson County Sheriff or his designee:

CE Training shall consist of:

- Types of stress
- Effects of stress
- Stress management strategies
- Methods for coping in the aftermath of a critical incident – at individual, team and department levels
- Compassion fatigue and burnout
- Advanced training on Posttraumatic Stress Disorder

Interventions shall consist of:

- Individual and group debriefings – each case is incident specific and carefully triaged to provide the correct service to the appropriate employees at the right time

3.0 Key Personnel

3.1 Dr. Tania Glenn

Dr. Tania Glenn is the President of Tania Glenn and Associates, PA, a clinical private practice in Austin, Texas. Dr. Glenn has served as a clinician for over twenty-five years and specializes in treating anxiety and trauma. Dr. Glenn has done extensive work with public safety and military individuals, couples and families. She specializes in trauma and is a Certified Trauma Specialist. In her practice, Dr. Glenn has worked with law enforcement, fire, EMS, military and aviation professionals, and has helped many individuals with their recovery from Posttraumatic Stress Disorder. She has developed the traumatic stress management program and now serves as the Traumatic Stress Management Coordinator for Austin/Travis County Emergency Medical Services, Lake Travis Fire/Rescue, and the Killeen, Cedar Park and Round Rock Police Departments. Dr. Glenn is a faculty member and trained trainer for the International Critical Incident Stress Foundation. Her prior experience includes work as an Emergency Room Medical Social Worker at Brackenridge Hospital in Austin for ten years.

Dr. Glenn also has extensive experience as a consultant and trainer. The Trauma Defense Team of Tania Glenn & Associates provides trauma-based prevention and intervention services, workplace violence prevention and intervention, crew resource management, workplace cultural analyses and team building. Dr. Glenn's experience as a public speaker comes through in lively, interactive, relevant and fun presentations that capture audiences. Participants frequently comment that Dr. Glenn's presentations are one of the best they have ever seen.

Dr. Glenn is the Clinical Director of the PHI Air Medical, Southwest Airlines, Customs and Border Protection and Border Patrol Critical Incident Response Teams. Her background experience includes providing traumatic stress management services after the Oklahoma City bombing in 1995, the Jarrell tornado in 1997, the attacks on the World Trade Center in 2001, Hurricanes Katrina and Rita in 2005 and numerous other incidents including line of duty deaths and suicides of emergency personnel. Dr. Glenn has written numerous articles and is a regular contributor to Air Beat, the journal of the Airborne Law Enforcement Association. In 2006 she was featured in "Between Iraq and a Hard Place," a documentary on traumatic stress in the military.

Dr. Glenn currently serves as an Advisory Board Member for the Brattleboro Hospital Uniformed Services Worker's Retreat in Brattleboro, VT. She has served as a member of the Safety Committee for Austin's air medical and air rescue program, STAR Flight. Dr. Glenn is also a previous Board Member of the Association of Traumatic Stress Specialists.

Dr. Glenn received her Bachelor's and Master's Degrees from The University of Texas in Austin, and her Doctorate from California Coast University. She also attended the Austin Police Academy in 1998. Dr. Glenn has completed ten marathons, including the Boston Marathon.

EXHIBIT "B"

RATE SCHEDULE

Phone Interventions and Individual Therapy	**Crisis Intervention and Response to Incidents**
$70.00 per hour	$70.00 per hour

EXHIBIT "C"

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.

Commissioners Court - Regular Session **29.**

Meeting Date: 06/13/2017

Pharmaceuticals and Supplies for Animal Shelter

Submitted For: Randy Barker **Submitted By:** Dianne West, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving second extension of Contract for #15IFB119 - Pharmaceuticals & Supplies (option period 07/01/2017 - 06/30/2018) under same contract terms, except for price changes yielding an overall cost decrease, to support operations of the Williamson County Regional Animal Shelter.

Background

This is the second extension of two (2) possible, one (1) year renewal options. All vendor performance report reviews were coded as either met, exceeded, or significantly exceeded requirements.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Animal Health International renewal 2

Midwest Veterinary Supply renewal 2

2017 Price Change Notification Letter

Medwest Veterinary Supply price breakdown

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	06/06/2017 02:25 PM
Form Started By: Dianne West		Started On: 06/05/2017 02:51 PM
Final Approval Date: 06/06/2017		

WILLIAMSON COUNTY
1848

Summary Agreement for Renewal of Williamson County Contract

Purchase/Contract Type:	Commodity	**Department:**	Animal Shelter
Vendor Name:	Animal Health International		
Vendor Address:	10300 Metric Blvd, Suite 300, Austin, Texas 78758		
Purpose/Intended Use of Product or Service (summary):			
Pharmaceuticals & Supplies, Secondary Vendor.			
P.O./Contract Number:	15IFB119	**Effective Date:**	07/01/2017
Purchaser/Contract Specialist:	Sydney Richardson	**Expiration Date:**	06/30/2018
Requested By:	Cheryl Snyder, Department Director		

Detailed description of renewal of product and/or service.

- **Williamson County wishes to extend this bid/proposal for the same pricing, terms and conditions as the existing contract.**
- PLEASE INCLUDE THE FOLLOWING:
  - COMPLETED 1295 FORM; AND
  - RENEWED INSURANCE CERTIFICATE IF IT WAS REQUIRED IN BID/PROPOSAL.
- **Extend Contract for 2nd of two (2) one (1) year renewal option periods:**

Renewal Option Period 2	July 1, 2017 – June 30, 2018
Renewal Option Period 1	July 1, 2016 – June 30, 2017
Initial Contract Period	July 1, 2015 – June 30, 2016

BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET OUT HEREIN

Vendor Animal Heath International

Name Danielle Armstrong

Title Territory Manager

Signature _____

Date 2/8/17

Williamson County, 710 Main St., Georgetown, TX 78626

Dan A. Gattis

Williamson County Judge

Signature _____

Date _____

Two (2) Signed Originals & One (1) photocopy must be submitted

WILLIAMSON COUNTY
1848

Summary Agreement for Renewal of Williamson County Contract

Purchase/Contract Type:	Commodity	**Department:**	Animal Shelter
Vendor Name:	Midwest Veterinary Supplies		
Vendor Address:	21467 Holyoke Avenue, Lakeville, MN 55044		
Purpose/Intended Use of Product or Service (summary):			
Pharmaceuticals & Supplies, Primary Vendor.			
P.O./Contract Number:	15IFB119	**Effective Date:**	07/01/2017
Purchaser/Contract Specialist:	Sydney Richardson	**Expiration Date:**	06/30/2018
Requested By:	Cheryl Snyder, Department Director		

Detailed description of renewal of product and/or service.

- **Williamson County wishes to extend this bid for the same terms and conditions as the existing contract, except for price changes yielding an overall cost decrease, to support operations of the Williamson County Regional Animal Shelter. New prices can be reviewed in the Price Breakdown, attached as Exhibit A for review.**
- PLEASE INCLUDE THE FOLLOWING:
  - COMPLETED 1295 FORM; AND
  - RENEWED INSURANCE CERTIFICATE IF IT WAS REQUIRED IN BID/PROPOSAL.
- **Extend Contract for 2nd of two (2) one (1) year renewal option periods:**

Renewal Option Period 2	July 1, 2017 – June 30, 2018
Renewal Option Period 1	July 1, 2016 – June 30, 2017
Initial Contract Period	July 1, 2015 – June 30, 2016

BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET OUT HEREIN

Vendor Midwest Veterinary Supply

Name Jennifer Flickinger

Title Business Development Associate

Signature Jennifer Flickinger

Date 5/25/17

Williamson County, 710 Main St., Georgetown, TX 78626

Dan A. Gattis

Williamson County Judge

Signature _____

Date _____

Two (2) Signed Originals & One (1) photocopy must be submitted

midwest veterinary supply

Making A Difference In Your Practice

Corporate Office: 21467 Holyoke Avenue, Lakeville, MN 55044
Phone: 1-800-643-9378 **Human Resources Fax:** 952-641-6488 **Online:** www.midwestvet.net

Name	Quantity	FY15 Price	FY16 Price	FY17 Price	FY15 Total	FY16 Total	FY17 Total	NOTES
Acepromazine injectable 50cc	3	14.33	15.04	$ 15.94	$42.99	$45.12	$47.82	
Albon	4	60.80	62.60	$ 64.50	$243.20	$250.40	$258.00	
Amoxicillin Suspension	48	7.55	7.95	$ 6.72	$362.40	$381.60	$322.56	
Ampicillin INJ	6	41.84	41.84	$ 41.84	$251.04	$251.04	$251.04	
Atropine Injectable SA 100cc	12	5.83	5.62	$ 5.62	$69.96	$67.44	$67.44	
Artificial Tears ointment	6	3.00	2.89	$ 2.89	$18.00	$17.34	$17.34	
BNP antibiotic ointment opth (w/o dexamthasone)	36	7.32	8.03	$ 7.44	$263.52	$289.08	$267.84	
Bupivicaine 5% (marcaine equiv)	2	2.65	2.55	$ 2.55	$5.30	$5.10	$5.10	
Butorphic	12	59.00	59.00	$ 59.00	$708.00	$708.00	$708.00	
Cefadroxil	6	0.00	0.00		$0.00	$0.00	$0.00	
Cephalexin capsules (250mg)	12	24.46	22.00	$ 20.64	$293.52	$264.00	$247.68	
Cephalexin capsules (500mg)	24	35.55	30.31	$ 22.73	$853.20	$727.44	$545.52	
Chlorpheniramine Tab	6	5.74	5.35	$ 5.47	$34.44	$32.10	$32.82	
Cipro (250mg)	6	7.77	6.26	$ 5.82	$46.62	$37.56	$34.92	
Cipro (500mg)	6	10.13	9.95	$ 9.41	$60.78	$59.70	$56.46	
Ciprofixacin ophthalmic solution	12	2.06	1.86	$ 1.86	$24.72	$22.32	$22.32	
Clindamycin oral PVL	6	2.76	2.67	$ 2.67	$16.56	$16.02	$16.02	
Clindamycin tables	4	108.25	102.25	$ 102.25	$433.00	$409.00	$409.00	on long term backorder
Cough Tabs	6	68.78	66.36	$ 66.36	$412.68	$398.16	$398.16	
Depomedrol	3	46.15	48.80	$ 49.45	$138.45	$146.40	$148.35	
Dexamthesone	2	4.00	3.86	$ 3.86	$8.00	$7.72	$7.72	
Dolorex INJ	2	171.23	167.91	$ 167.91	$342.46	$335.82	$335.82	
Doxycycline tablets 100mg	24	200.23	116.84	$ 104.75	$4,805.52	$2,804.16	$2,514.00	
Doxycycline tablets 250mg	24	0.00	0.00		$0.00	$0.00	$0.00	
Doxycycline tablets 500mg	24	0.00	0.00		$0.00	$0.00	$0.00	
Doxycycline capsules	12	364.55	116.47	$ 116.47	$4,374.60	$1,397.64	$1,397.64	
Doxycycline Suspension (hyclate 25mg/ml)	8	31.77	37.77	$ 37.77	$254.16	$302.16	$302.16	
Doxycycline Suspension (hyclate 50mg/ml)	8	0	0		$0.00	$0.00	$0.00	
Dizepam	6	26	30.17	$ 41.01	$156.00	$181.02	$246.06	
Diphenhydramine (Benadryl)	4	$14.09	$12.48	$ 12.48	$56.36	$49.92	$49.92	
Dopram (Doxaprim) inj	2	$0.00	$0.00	$ 51.02	$0.00	$0.00	$102.04	
Epinephrine	1	$10.60	$12.84	$ 12.84	$10.60	$12.84	$12.84	
Erythromycin	3	$0.00	$0.00		$0.00	$0.00	$0.00	
Erythromycin Opathalmic ointment	10	$8.11	$5.44	$ 4.34	$81.10	$54.40	$43.40	
Famotidine capsules	2	$10.15	$10.96	$ 10.96	$20.30	$21.92	$21.92	
Famvir (Famciclovir)	12	$11.01	$5.89	$ 5.64	$132.12	$70.68	$67.68	
Fluconazole tablets (100 mg)	3	$37.53	$22.50	$ 14.06	$112.59	$67.50	$42.18	
Fluconazole tables (200mg)	3	$74.01	$39.59	$ 28.89	$222.03	$118.77	$86.67	

Furosemide	1	$13.58	$15.55	$	**15.55**	$13.58	$15.55	**$15.55**	
Gentamycin Drops Opthalmic	24	$24.28	$22.43	$	**22.43**	$582.72	$538.32	**$538.32**	
Heparin	2	$10.54	$7.89	$	**4.13**	$21.08	$15.78	**$8.26**	
Idoxuridine opthalmic solution	18	$0.00	$0.00			$0.00	$0.00	**$0.00**	
Isoflurane	30	$23.55	$22.72	$	**23.41**	$706.50	$681.60	**$702.30**	
Itraconazole	12	$359.78	$359.61	**disc**		$4,317.36	$4,315.32		Issue - Discontinued!
				$	**32.50**			**$390.00**	New Item for Itraconazole - Itrafungol Sol 10mg/ml 52ml
Ivermectin oral	1	$25.00	$14.12	$	**14.12**	$25.00	$14.12	**$14.12**	
Ivermectin inj	6	$61.52	$61.79	$	**61.79**	$369.12	$370.74	**$370.74**	
Ketamine	170	$7.00	$7.00	$	**6.25**	$1,190.00	$1,190.00	**$1,062.50**	
				$	**5.56**			**$945.20**	New item available for Ketmanine
Ketoprofen	6	$93.23	$93.23	$	**96.03**	$559.38	$559.38	**$576.18**	
Lidocaine	3	$2.07	$2.10	$	**2.10**	$6.21	$6.30	**$6.30**	
Lincomed Inj	2	$16.01	$15.80	$	**15.80**	$32.02	$31.60	**$31.60**	
Lixotinic Supplement	2	$103.05	$103.05	$	**103.05**	$206.10	$206.10	**$206.10**	
Metacam injectable	2	$47.58	$45.90	**disc**		$95.16	$91.80		Issue - Discontinued!
				$	**63.45**				New Product - Meloxicam Injectable.
Metacam oral	2	$22.20	$22.03	$	**24.87**	$44.40	$44.06	**$49.74**	
Metoclopramide (reglan equiv) inj	1	$1.17	$1.20	$	**1.18**	$1.17	$1.20	**$1.18**	
Metoclopramide tablets (5mg)	2	4.08	3.48	$	**3.40**	$8.16	$6.96	**$6.80**	
Metoclopramide tablets (10mg)	2	4.59	4.08	$	**3.99**	$9.18	$8.16	**$7.98**	
Metronidazole (250mg)	6	36.14	22.60	$	**20.18**	$216.84	$135.60	**$121.08**	
Metronidazole (500mg)	6	103.73	62.77	$	**45.53**	$622.38	$376.62	**$273.18**	
Mirtazapine	2	3.16	2.50	$	**2.05**	$6.32	$5.00	**$4.10**	
Morphine Sulfate	12	10.62	10.62	$	**21.03**	$127.44	$127.44	**$252.36**	
Naloxone HCL	4	110.70	120.86	$	**128.18**	$442.80	$483.44	**$512.72**	
NeoPolyDex Ointment	10	6.89	6.56	$	**5.28**	$68.90	$65.60	**$52.80**	
Panacure suspension	5	107.23	107.23	$	**107.23**	$536.15	$536.15	**$536.15**	
Panalog ointment	1	59.81	60.12	$	**60.12**	$59.81	$60.12	**$60.12**	
Penicillin G Penject	3	9.29	9.40	$	**9.40**	$27.87	$28.20	**$28.20**	

Ponazuril	10	0.00	0.00		$0.00	$0.00	**$0.00**	
Prednisone	6	17.64	13.40	**$ 13.40**	$105.84	$80.40	**$80.40**	
Pyrantel Pamoate	6	17.64	17.55	**$ 15.50**	$105.84	$105.30	**$93.00**	
Praziqantel tables (23mg)	6	8.75	N/A		$52.50			DISCONTINUED IN FY16
Praziqquatel tables (34mg)	6	0.00	0.00		$0.00	$0.00	**$0.00**	
Praziquantel INJ	4	67.09	67.97	**$ 74.94**	$268.36	$271.88	**$299.76**	
Povidine iodine solution	1	19.08	18.40	**$ 18.40**	$19.08	$18.40	**$18.40**	
Quadritrop Ointment	6	59.81	60.12	**$ 60.12**	$358.86	$360.72	**$360.72**	
Ringers solution/Dextrose	3	2.36	2.54	**$ 2.54**	$7.08	$7.62	**$7.62**	
Ringers solution	3	4.44	6.74	**$ 6.74**	$13.32	$20.22	**$20.22**	
				$ 5.85			**$17.55**	New item available for Ringers 1000ml
Rimadyl or Generic (25mg)	1	41.30	17.00	**$ 13.50**	$41.30	$17.00	**$13.50**	GENERIC
Rimadyl or generic (75mg)	3	50.90	20.00	**$ 16.80**	$152.70	$60.00	**$50.40**	GENERIC
Rimadyl or generic (100mg)	3	62.60	24.00	**$ 20.70**	$187.80	$72.00	**$62.10**	GENERIC
Propylene glycol USP	2	17.60	16.98	**$ 16.98**	$35.20	$33.96	**$33.96**	
Sulfur Lime Dip	12	9.60	9.69	**$ 10.17**	$115.20	$116.28	**$122.04**	
Terramycin generic Opth Ointment	4	12.82	11.45	**$ 11.99**	$51.28	$45.80	**$47.96**	
Tramadol Inj	3	0.00	0.00		$0.00	$0.00	**$0.00**	
Tramadol tables	6	15.76	19.41	**$ 11.42**	$94.56	$116.46	**$68.52**	
Vetalog Parenteral	2	48.80	48.80	**$ 48.80**	$97.60	$97.60	**$97.60**	
Vibramycin drops	24	31.77	37.77	**$ 37.77**	$762.48	$906.48	**$906.48**	
Vitamin B complex inj.	2	3.19	3.22	**$ 3.43**	$6.38	$6.44	**$6.86**	
Yohimbine (Yobine)	6	58.30	56.25		$349.80	$337.50	**$0.00**	
Xylazine 100mg/ml	24	19.68	15.08	**$ 16.82**	$472.32	$361.92	**$403.68**	
Xylazine 20mg/ml	1	22.76	21.96	**$ 21.96**	$22.76	$21.96	**$21.96**	
Canine Heartwarm IDEXX Snap Tests	120	0.00	0.00		$0.00	$0.00	**$0.00**	
Canine Heartwarm Rapid Test ABAXIS	30	225.00	225.00	**$ 234.00**	$6,750.00	$6,750.00	**$7,020.00**	
Canine Parvo Snap tests	12	0.00	0.00		$0.00	$0.00	**$0.00**	
Canine Parvovirus ABAXIS Rapid Test	6	116.55	116.55	**$ 119.25**	$699.30	$699.30	**$715.50**	
FELV Snap Tests	50	106.90	106.90	**$ 106.90**	$5,345.00	$5,345.00	**$5,345.00**	
Fecatect or ova-sol fecal float solution	3	6.59	6.59	**$ 6.59**	$19.77	$19.77	**$19.77**	
Fecal Float Dianostic Test	6	11.74	11.33	**$ 11.33**	$70.44	$67.98	**$67.98**	
			TOTALS:		$41,354.64	$35,407.52	**$31,761.00**	

Possible Issues
Decrease In $
Increase In $
No Change

Commissioners Court - Regular Session **30.**

Meeting Date: 06/13/2017

Solicitation 1705-165 Ronald Reagan Blvd from RM 2338 to SH 195 - Milling and Overlay

Submitted For: Randy Barker **Submitted By:** Will Hutchinson, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing Purchasing Agent to advertise and received sealed bids for Milling & Overlay Ronald Reagan Blvd From RM 2338 To SH 195 under IFB # 1705-165.

Background

Williamson County is seeking qualified Contractors to provide materials, experienced milling, overlay, and striping crews and equipment to resurface Ronald Reagan Blvd from approximately RM 2338 to SH 195.
Substantial completion 25 days, final completion 30 days. Total estimated expenditure $2,474,164.00.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Bid Packet

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Rebecca Clemons	06/07/2017 03:31 PM
Form Started By: Will Hutchinson		Started On: 06/07/2017 08:00 AM
Final Approval Date: 06/07/2017		

Solicitation 1705-165

Ronald Reagan Blvd from RM 2338 to SH 195 - Milling and Overlay

Bid Designation: Public

Williamson County, Texas

Bid 1705-165
Ronald Reagan Blvd from RM 2338 to SH 195 - Milling and Overlay

Bid Number	1705-165
Bid Title	Ronald Reagan Blvd from RM 2338 to SH 195 - Milling and Overlay
Expected Expenditure	**$2,474,164.00** (This price is expected - not guaranteed)
Bid Start Date	In Held
Bid End Date	Jun 28, 2017 3:00:00 PM CDT
Question & Answer End Date	Jun 23, 2017 5:00:00 PM CDT
Bid Contact	Will Hutchinson Purchasing Specialist III 512-**943**-1553 will.hutchinson@wilco.org
Contract Duration	**365 days**
Contract Renewal	Not Applicable
Prices Good for	**365 days**
Pre-Bid Conference	**Jun 19, 2017 1:00:00 PM CDT** **Attendance is mandatory** **Location: 3151 South East Inner Loop** **Georgetown, TX 78626**
Bid Comments	**Williamson County is seeking qualified Contractors to provide materials, experienced milling, overlay, and striping crews and equipment to resurface Ronald Reagan Blvd from approximately RM 2338 to SH 195. Substantial completion 25 days, final completion 30 days.**

Item Response Form

Item	**1705-165--01-01 -** Total Bid Price
Quantity	**1 each**
Unit Price	
Delivery Location	**Williamson County, Texas** No Location Specified

Qty 1

Description
Total bid price

Item	**1705-165--01-02 -** 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 1705-165
Ronald Reagan Blvd from RM 2338 to SH 195 - Milling and Overlay

BIDS MUST BE RECEIVED ON OR BEFORE:
Jun 28, 2017 3:00:00 PM CDT

BIDS WILL BE PUBLICLY OPENED:
Jun 28, 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 fun monies, etc.); or
B. Has a value of at least $1,000,000.

By January 1, 2016, the Texas Ethics Commission will make available on its website, a new filing application that must be used to file Form 1295. Information regarding how to use the filing application is available on the Texas Ethics Commission website at the following link:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

A Respondent must:

A. Use the online application to process the required information on Form 1295.

B. Print a copy of the form which will contain a unique certification number.

C. An authorized agent of the 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 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 CONDISERATION 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 (15^{th}) day of each month; provide the County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of the County required by the Successful 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, statues, ordinances, rules, regulations, orders, and decrees above specified.

4.24 INCORPORATION OF EXHIBITS, APPENDICES AND ATTACHMENTS

All of the Exhibits, Appendices and Attachments referred to herein are incorporated by reference as if set forth verbatim herein. Any conflicting terms in the Contract documents will be resolved at the sole discretion of the Commissioners Court.

4.25 NO WAIVER OF IMMUNITIES

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

4.26 NO WAIVER

The failure or delay of any party to enforce at any time or any period of time any of the provisions of this IFB, the Contract or any Ensuing Agreement(s) shall not constitute a present or future waiver of such provisions nor the right of either party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of or excuse for any other, different or subsequent breach.

4.27 CURRENT REVENUES

The obligations of the parties under the Contract and any Ensuing Agreement(s) do not constitute a general obligation or indebtedness of the County for which the County is obligated to levy, pledge, or collect any of taxation. It is understood and agreed that the County shall have the right to terminate the Contract and any Ensuing Agreement(s) at the end of any the County fiscal year if the governing body of the County does not appropriate sufficient funds as determined by the County's budget for the fiscal year in question. The County may effect such termination by giving written notice of termination to the Successful Bidder at the end of its then-current fiscal year.

4.28 FOB DESTINATION

To the extent applicable to this IFB, all of the items listed are to be Free On Board to final destination (FOB Destination) with all transportation charges if applicable to be included in the Bid, unless otherwise specified in the Invitation for Bids. The title and risk of loss of the goods shall not pass to the County until receipt and acceptance takes place at the FOB Destination point.

4.29 BINDING EFFECT

This Contract and any Ensuing Agreement(s) shall be binding upon and inure to the benefit of the parties

and their respective permitted assigns and successors.

4.30 ASSIGNMENT

The Successful Bidder's interest and duties hereunder may not be assigned or delegated to a third party without the express written consent of the County.

4.31 SAFETY

The Successful Bidder is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with any services to be provided hereunder. The safety program shall comply with all applicable requirements of the current federal Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations.

4.32 GENERAL OBLIGATIONS AND RELIANCE

The Successful Bidder shall perform all services and/or provide all goods, as well as those reasonably inferable and necessary for completion and provision of services and/or goods required hereunder. The Successful Bidder shall keep the County informed of the progress and quality of the services. The Successful Bidder agrees and acknowledges that the County is relying on the Successful Bidder's represented expertise and ability to provide the goods and/or services described herein. The Successful Bidder agrees to use its best efforts, skill, judgment, and abilities to perform its obligations in accordance with the highest standards used in the profession and to further the interests of the County accordance with the County's requirements and procedures. The Successful Bidder's duties, set forth herein, shall at no time be in any way diminished by reason of any approval by the County, n 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 t 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 t 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. It the contractor or Subcontractor and affected worker do not agree before the fifteenth (15th) calendar day after the County determination, the contractor or subcontractor and affected worker must participate in binding arbitration in accordance with the Texas General Arbitration Act, Chapter 171, (Texas Civil Practice and Remedies Code). The parties to the arbitration have ten (10) calendar days after the expiration of the fifteen (15) calendar days referred to above, to agree on an arbitrator; if by the eleventh (11th) calendar day there is no agreement to an arbitrator, a district court shall appoint an arbitrator on the petition of any of the parties to the arbitration.

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

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

4.46 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 thirty (30) days (twenty-five (25) to substantial completion / thirty (30) 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 per working day.

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.

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	$1,000,000 Ea. Accident
Bodily Injury by Disease	$1,000,000 Ea. Employee
Bodily Injury by Disease	$1,000,000 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	$2,000,000	$2,000,000
Aggregate policy limits:	$2,000,000	

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.

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.

1. Certificate of coverage (certificate) – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a workers' compensation coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees (including those subject to a coverage agreement) providing services on a project, for the duration of the project.

2. Building or Construction – Has the meaning defined in the Texas Labor Code, Section 406.096(e)(1).

3. Contractor – A person bidding for or awarded a building or construction project by Williamson County.

4. Coverage – Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, Section 401.011(44).

5. Coverage agreement – A written agreement on form TWCC-81, form TWCC-82, form TWCC-83, or form TWCC-84, filed with the Texas Workers' Compensation Commission which establishes a relationship between the parties for purposes of the Texas Workers' Compensation Act, pursuant to the Texas Labor Code, Chapter 406, Subchapters F and G, as one of employer/employee and establishes who will be responsible for providing workers' compensation coverage for persons providing services on the project.

6. Duration of the project--Includes the time from the beginning of work on the project until the work on the project has been completed and accepted by the County.

7. Persons providing services on the project ("subcontractor" in the Texas Labor Code, Section 406.096) – includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

8. Project – Includes the provision of all services related to a building or construction contract for the County.

B. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of the Texas Labor Code, Section 401.011(44), for all employees of the contractor providing services on the project, for the duration of the project.

C. The Contractor must provide a certificate of workers compensation coverage to Williamson County prior to being awarded the Contract.

D. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with Williamson County showing that coverage has been extended.

E. The contractor shall obtain from each person providing services on a project, and provide to the County:

1. A certificate of coverage, prior to that person beginning work on the project, so Williamson County will have on file certificates of coverage showing coverage for all persons providing services on the project; and

2. No later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

F. The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

G. The contractor shall notify the County in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

H. The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

I. The contractor shall contractually require each person with whom it contracts to provide services on a project, to:

1. Provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44), for all of its employees providing services on the project, for the duration of the project;

2. Provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;

3. Provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

4. Obtain from each other person with whom it contracts, and provide to the contractor:

    i. (a) a certificate of coverage, prior to the other person beginning work on the project; and
    ii. (b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

5. Retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

6. Notify the County in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

7. Contractually require each person with whom it contracts, to perform as required by paragraphs 1 – 7, with the certificates of coverage to be provided to the person for whom they are providing services

J. By signing this Contract or providing or causing to be provided a certificate of coverage, the contractor is representing to Williamson County that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

K. The contractor's failure to comply with any of these provisions is a breach of Contract by the contractor which entitles the County to declare the contract void if the contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the County.

GENERAL NOTES AND TECHNICAL SPECIFICATIONS

Definition of Terms

Asphalt Season: April 1 through September 30.

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

Contractor: Successful bidder of the IFB.

Engineer: Williamson County Director of Road and Bridge, 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 Inspector) for a continuous period of at least 8 hrs. (excluding lunch) between 7:00 A.M. and 6:00 P.M. Time begins with crews on site with equipment and ready for operation.

Phases 1 and 2

This project includes two (2) phases. The Successful Bidder will be contracted to complete work on both Phases 1 and 2 within stated allotted time.

Phase 1 (from RM 2338 to Station 140+00) is projected to be completed by September 30th, 2017, within the County fiscal year 2017 (October 1st, 2016 to September 30th, 2017).

Depending on the budget, the County shall determine if Phase 2 (from Station 140+00 to SH 195) will occur within fiscal year 2017 or if it will be delayed until the next fiscal year, 2018 (October 1st, 2017 to September 30th, 2018).

If Phase 2 does not commence within the fiscal year 2018, Phase 2 will be terminated from this contract and will open for re-bid at a later date.

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 per phase. The overlay project shall begin within five (5) working days after such notification and shall continue for thirty (30) working days for Phase 1 and thirty (30) working days for Phase 2, for a total of sixty (60) days for both Phase 1 and 2 combined.

Contractor shall not begin work prior to the beginning of the asphalt season (April 1), nor after the ending of the asphalt season (September 30), except with the approval of the Engineer.

Contractor specifically acknowledges that Williamson County will sustain damages for each working day beyond the date in which overlay work is to begin. Once the written Notice to Proceed is given by Williamson County, the Contractor has five (5) working days to begin the work. Contractor agrees that two-hundred and No/100 Dollars ($200.00) per working day shall be retained by Williamson County from any amounts due Contractor for every day that Contractor does not begin the overlay work.

Contractor specifically acknowledges that Williamson County will sustain damages for each working day beyond the required dates of completion of the overlay work. Because of the impracticality and extreme difficulty of fixing and ascertaining Williamson County's actual damages, Contractor agrees that two-hundred and No/100 Dollars ($200.00) per working day shall be retained by Williamson County from any amounts due Contractor for every day that Contractor does not complete the overlay work.

Periods of time (i) during which Williamson County suspends the work by written notice to Contractor, or (ii) during which contractor has performed work and is waiting for Williamson County’s acceptance, or (iii) during which a delay directly related to delays caused by "Acts of God", non-county governmental processes, national emergency, or any other causes beyond Contractor's or Williamson County's reasonable control, shall not be taken into account in computing the amount retained. In the event that work received by Williamson County is found to be incomplete, the period of time from the end of the performance of the work to the receipt of subsequent performance necessary to produce completed work will be taken into account in computing the number of days and the amount retained.

Contractor shall submit a basic work plan, bar chart, or schedule for the Engineer to review one week prior to commencement of work.

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

Nighttime, weekend and holiday work is allowed with prior approval by Engineer.

The Contractor shall perform work during appropriate weather conditions, unless otherwise directed by the Engineer. 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 determine the exact location of all existing utilities before commencing work, and is fully responsible for any and all damages associated by Contractor's failure to locate and preserve utilities.

Do not park equipment or make stockpiles where driver sight distance to businesses and side street intersections is obstructed, especially after work hours. If it is necessary to park where drivers' views are blocked, Contractor shall make every effort to flag traffic accordingly. Give the travelling public first priority.

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.

The contractor shall place two (2) "electronic" Portable Changeable Message Signs (PCMS) at locations requiring lane closures for one-week prior to the closures, or as directed. Obtain approval from Engineer for the actual message that will appear on the boards. If more than two phases of a message are required per board, then provide additional PCMS's to meet the two-phases-per-board requirement.

The Contractor will be required to maintain a minimum of one through lane with flaggers/pilot vehicle during milling or paving operations, except with written approval by the Inspector.

If multiple days are required to complete work, Contractor shall not leave work in hazardous conditions, as determined by Engineer.

Contractor shall maintain positive drainage for permanent and temporary site conditions for duration of project.

Areas of the edge/end transition that are milled shall be under sealed and overlaid the same day and completely finished before opening to traffic.

Contractor shall be responsible for hauling and disposing of all planing ACP materials off the project site. Consider subsidiary to the pertinent Items.

The Contractor shall configure the longitudinal joints of the surface course placement to be away from the wheel paths, preferably to coincide with lane lines.

The actual quantity required may vary from the estimated quantities in the contract. The Contractor shall be compensated for completed work based on actual quantities per bid item.

All accepted “Plane Asphalt Concrete Pavement” will be measured by the square yard of specified milling areas. Thickness of milling for overlay transverse/longitudinal tapers shall be 0” to 2”.

All accepted sealing will be measured by the gallon of asphalt (oil) and by cubic yard of aggregate. Thickness of sealing shall be no greater than ¼”.

All accepted “Dense-Graded Hot-Mix Asphalt” (Type D) will be measured by the ton of composite hot mix, which includes asphalt, aggregate, and additives. Thickness of overlay application shall be 2”.

County will pay to the Contractor, for the satisfactory performance of the work, a specified unit price per square yard of milling, per gallon of asphalt (oil), per cubic yard of aggregate, per ton of hot mix, and per linear-foot of striping. 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.

Testing may be performed at the request of the County any time 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.

Final cleanup will include the removal of excess material considered detrimental to vegetation growth within the working area. Materials such as excess asphalt and other materials, as specified by the Engineer, will be removed at the Contractor’s expense.

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.

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.

Contractor's equipment and vehicles shall not be maintained on-site during construction, except at designated sites as approved by the Inspector.

Contractor shall mark and maintain 100 ft stations for the duration of the project, as directed.

ITEM 160 – TOPSOIL

Obtain approval of all topsoil sources before digging begins. Ensure off-site topsoil has a minimum PI of 25, or as directed. The County reserves the right to take samples, as needed, to assure that the material meets the PI and other requirements as indicated in the Specifications (Fertility, Organics, Erodability, etc.).

No Sandy Loam allowed, unless the project dictates otherwise.

Construct topsoil stockpiles of no more than five (5) feet in height.

Track ALL topsoiled slopes left idle for more than 14 days, within or at the end of the 14-day idle period, to prevent erosion. Tracking consists of operating a tracked vehicle or equipment up and down the slope, leaving track marks perpendicular to the direction of the slope. Retrack slopes after rain event, as directed. Consider the tracking of slopes to prevent erosion as subsidiary to the pertinent Items.

Upon final grading, immediately track all topsoiled slopes to prevent erosion as directed. Consider subsidiary to the pertinent Items.

Place topsoil four (4) inches thick by eight (8) feet wide along roadside edges of the new/existing surface courses shown on the Typical Section in the plans.

ITEM 164 – SEEDING FOR EROSION CONTROL

Drill seeding to be distributed uniformly over the area shown on the Typical Section in the plans.

After 60 days, areas with little or no growth shall be re-seeded at contractor's expense.

ITEM 166 – FERTILIZER

Fertilizer shall be applied before seeding.

Fertilizer shall be delivered in bags unless otherwise specified or approved prior to delivery. Bags shall be clearly labeled showing contents. When non-bagged, loose fertilizer is approved, documentation will be required for each load of material delivered verifying authenticity of material.

Fertilizer shall be granular and essentially dust free.

ITEM 168 – VEGETATIVE WATERING

The Contractor shall obtain water at a source that is metered or shall furnish the manufacturer's specifications showing tank capacity for each truck used.

The Contractor shall notify the Inspector prior to watering that the Inspector may verify meter readings or truck counts.

Water all areas of the project to be top soiled and seeded. Maintain the seed bed in a condition favorable for the growth of grass.

Watering can be postponed immediately after a rainfall on the site of ½ inch or grater, but shall be resumed before the soil dries out, continue watering until final acceptance.

Watering rates shall be 12,000 gallons/acre per working day for 15 consecutive working days (the acreage is calculated based on a width of 10' and the length of each roadway edge).

Rate and frequency may be adjusted with the approval of the Engineer, to meet site conditions.

ITEM 300 – ASPHALTS, OILS, AND EMULSIONS

Asphalt season starts April 1 and ends September 30.

No engine oil shall be used as a component of any asphalt or emulsion.

Non-Tracking Tack Coat Emulsion shall be applied on milled edge/end transition prior to HMAC placement and considered subsidiary to the pertinent Items.

ITEM 302 – AGGREGATES FOR SURFACE TREATMENTS

Previously tested aggregates delivered to the project which are found to contain

excessive quantities of dust (more than 0.5 percent passing the no. 40 sieve) during pre-coating, stockpiling or hauling operations, will be rejected, unless otherwise directed. Use test method Tex-200-F, Part I, for testing.

ITEM 316, 341

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.

ITEM 316 – SURFACE TREATMENTS

Do not apply asphalt within 1½ hours of sunset, or later, unless otherwise directed.

Ensure the accuracy of the Distance Measuring Instrument (DMI) with the Engineer, prior to marking the Asphalt and Rock Land shots.

Surface all transitions, tapers, climbing lanes and intersections to the limits as directed.

Remove and dispose of, off the right of way, any existing traffic buttons before beginning surfacing operations. Remove dirt, dust or other harmful material prior to underseal application. If necessary, blade pavement edges as directed by engineer. Consider subsidiary to the pertinent Items.

ITEM 341 - DENSE-GRADED HOT-MIX ASPHALT

Provide mixture Type D, where applicable, using PG binder 70-22. Unless otherwise approved, provide Type D mixtures that have no less than 5% asphalt binder.

Recycled Asphalt Shingles (RAS) or Recycled Asphalt Pavement (RAP) are not permitted.

Target laboratory molded density is 96.5% for all mixtures without RAP and when using a Texas Gyratory Compactor (TGC) for designing the mixture.

When using Superpave Gyratory Compactor (SGC) to design mixtures, submit the SGC mix design to the Engineer for approval.

Minimum VMA during production shall be equal to or greater than Design VMA as shown in Table 8 for all mixture types.

All mixtures must meet the Hamburg requirement as stated in the table below.

High-Temperature Binder Grade	Test Method	Hamburg Wheel Test Requirements [1]
		Minimum # of Passes @ 0.5" Rut Depth, Tested @122°F
PG 64 or lower	Tex-242-F	7,000
PG 70	Tex-242-F	15,000
PG 76 or higher	Tex-242-F	20,000

1. The Engineer may accept Hamburg Wheel test results for production and placement if no more than 1of the 5 most recent tests is below the specified number of passes and the failing test is no more than 2,000 passes below the specified number of passes.

The County may at any time request that paving operation be stopped, if there is observance of pavement irregularities which could adversely affect the pavement quality.

HMAC shall be placed in layers/lifts as identified in the plans. Lifts shall be compacted thoroughly and uniformly to obtain the compaction and cross section identified in the plans.

Under no circumstances shall the HMA material be dumped on or near the job site and then reloaded for hauling to the site for placement.

All HMA construction joints shall be staggered for each proceeding lift. Ensure placement sequence to avoid excess distance of longitudinal joint lapback not to exceed one day's production rates.

Submit any proposed adjustments or changes to a job mix formula to the Engineer before production of the new job mix formula.

The Contractor shall provide saw cutting where necessary. This shall not be paid for directly, but shall be considered subsidiary to Bid Item Dense-Graded Hot Mix Asphalt.

1. The Contractor shall utilize a material transfer device per Item 320, a grade reference (such as a ski) for the overlay operations. Consider subsidiary to the pertinent Items.
2. Incorporate a maintain a 3H:1V safety wedge for any roadway edge of 2 inches or greater against adjacent travel lanes. Consider subsidiary to the pertinent Items.
3. Taper transverse faces at ends of passes as directed.
4. Make transverse tapers on each end of each pass using a minimum slope rate of 60H:1V. Tapers shall be removed directly before placement of the final HMA. Consider subsidiary to the pertinent Items.
5. Use a 10 ft. straightedge, where allowed, on all surface and intermediate pavement layers, as directed by the Inspector.

Acceptance Plan is not applicable to this project; no bonus and/or penalty are allowed. Acceptance of work will follow the specification as outlined with the clarification below.

Provide performance grade (PG) binders that do not contain Recycled Engine Oil Bottoms (REOBs) or Poly Phosphoric Acid (PPA).

For Mixture Design Verification, provide the Engineer with two 5-gallon buckets of each aggregate stockpile to be used on the project and three gallons of each PG binder from the plant to be used on the project. Sufficient quantities of any other additives that will be used in the HMA mixture shall also be provided.
Prior to allowing production of the trial batch, the Engineer will use the materials provided by the Contractor to perform the following tests to verify the HMA mixture design.

1. Indirect Tensile Test in accordance with Tex-226-F
2. Hamburg Wheel Test in accordance with Tex-242-F
3. Overlay Test in accordance with Tex-248-F
4. Cantabro Test in accordance with Tex-245-F

For mixtures designed with a Texas Gyratory Compactor (TGC), the Engineer may require that the target laboratory molded density be raised to no more than 97.5% or may lower the design number of gyrations to no less than 35 for mixtures designed with an SGC if any of the following conditions exist.

1. The Indirect Tensile Test results in a value greater than 200 PSI
2. The Hamburg Wheel Test results in a value less than 3.0 mm
3. The Overlay Test results in a value less than 100 cycles
4. The Cantabro Test results in a value of more than 20% loss

In lieu of or in addition to evaluating the mixture design prior to allowing a trial batch to be produced, the Engineer may also evaluate the mixture produced during the trial batch for compliance with the 4 tests listed above.

ITEM 354 - PLANING AND TEXTURING PAVEMENT

No milling operation can begin until passing test results of trial batch are received.

A single cut will be permitted if at most a 1¼-inch vertical offset is created against adjacent lanes when opened to traffic at the end of a work period.

A transverse transition taper (butt joint) will be sawcut, milled to a transition length of 50 feet to 1 inch in depth for main roads and 25 feet to 1 inch in depth for side streets, unless otherwise shown on the plans.

A longitudinal transition taper will be milled along all existing MBGF mow strips and driveways shown on the plans.

Edge milling shall be done with a large miller with grade control.

Remove the loose material from the roadway before opening to traffic.

ITEM 502 - BARRICADES, SIGNS, AND TRAFFIC HANDLING

The contractor shall provide two (2) “electronic” Portable Changeable Message Signs at locations requiring lane closures for one-week prior to the closures, or as directed. This shall not be paid for directly, but shall be considered subsidiary to this Bid Item.

Contractor shall provide all traffic control measures to prosecute the work and to ensure a minimum inconvenience to traffic around the construction area. Should the contractor’s traffic control measures be found unsatisfactory by the Engineer or Inspector, overlay operations will cease.

The Traffic Control Plan (TCP) for this project shall be as detailed on TxDOT standard plan sheet TCP (2-2)-12 thru TCP (2-4)-12, TCP (3-1)-13, TCP (3-3)-13, TCP (3-4)-13, TCP (7-1)-13, the Texas Manual on Uniform Traffic Control Devices, and the Work Zone Traffic Control Device List (WZTCDL).

Utilize barrels or plastic drums for all merging tapers.

Take immediate action to modify Closures / Traffic Control, if at any time backup (roadway queuing) becomes unreasonable (greater than 10 minutes). Have in place a contingency plan of how this will occur.

Do not set up any Lane Closure / TCP when the pavement is wet prior to the “setup,” unless otherwise directed. Revise Traffic Control, when inclement weather is imminent, as directed.

Within the limits of the project, provide standard barricades, warning signs, delineators, lights, 28-inch cones, and flaggers in sufficient numbers and combinations, as directed. All traffic control devices are listed in TxDOT’s WZTCDL.

Use a minimum of two (2) flaggers, two (2) advance warning flashing arrow panels (TY C), two (2) of each signs CW20-5R or CW20-5L with appropriate distance plaques and CW9-2R or CW9-2L and 28-in. cones at each location in which milling or paving operations are in progress. Flaggers must comply with all requirements outlined in TxDOT Specification Item 502.2B. This shall not be paid for directly, but shall be considered subsidiary to bid Item Dense-Graded Hot Mix Asphalt.

The contractor shall provide rumble strips at locations requiring flaggers, or as directed. This shall not be paid for directly, but shall be considered subsidiary to this Bid Item.

Maintain access to all streets and driveways at all times, unless otherwise approved. Consider subsidiary to the pertinent Items.

Maintain enough workers to revise traffic control as directed.

Cover or remove any existing sign(s), which conflict with temporary traffic control operations. Install all permanent signs, delineation, and object markers necessary for the operation of any roadway before opening that section of roadway to traffic**,** regardless of the phase during which the roadway construction occurs. Erect the signs on temporary mounts until the permanent mounts are installed. Consider any costs associated with the temporary mounts subsidiary. Repair or replace any signs which are damaged by the Contractor's operations during construction or which are deemed not sufficient. The Engineer will be the sole judge of the adequacy of the sign(s). Consider this work subsidiary to the pertinent Items.

Maintain Sandbags that are used for ballast, as directed. Consider subsidiary to the pertinent Items.

Contractor shall schedule work so that all lanes are open to traffic at night (after 6:00 P.M.), unless otherwise approved.

ITEM 666 – REFLECTORIZED PAVEMENT MARKINGS

Type II Reflectorized Pavement Markings to be applied prior to Type I. Type I Reflectorized Pavement Markings to be applied no sooner than 14 days after applying Type II, unless otherwise directed.

ITEM 677 – ELIMINATING EXISTING PAVEMENT MARKINGS AND MARKERS

Blasting Method is required for the removal of existing pavement markings on bridge decks. No other methods will be allowed.

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 160 TOPSOIL
ITEM 164 SEEDING FOR EROSION CONTROL
ITEM 166 FERTILIZER
ITEM 168 VEGETATIVE WATERING
ITEM 300 ASPHALTS, OILS, AND EMULSIONS
ITEM 302 AGGREGATES FOR SURFACE TREATMENTS (300)(301)
ITEM 316 SURFACE TREATMENTS (210)(300)(302)
ITEM 341 DENSE-GRADED HOT-MIX ASPHALT (300)(301)(320) (520)(585)
ITEM 354 PLANING AND TEXTURING PAVEMENT
ITEM 500 MOBILIZATION
ITEM 502 BARRICADES, SIGNS, AND TRAFFIC HANDLING
ITEM 666 REFLECTORIZED PAVEMENT MARKINGS
ITEM 672 RAISED PAVEMENT MARKERS
ITEM 677 ELIMINATING EXISTING PAVEMENT MARKINGS AND MARKERS

SPECIAL PROVISIONS: THE CONTENT OF THE SPECIAL PROVISIONS ARE INCLUDED ON THE FOLLOWING PAGES.

SPECIAL PROVISION TO ITEM 300 (300-001)
SPECIAL PROVISION TO ITEM 300 (300-005)
SPECIAL PROVISION TO ITEM 300 (300-007)

Special Provision to Item 300
Asphalts, Oils, and Emulsions

Item **Error! Reference source not found.**, "**Error! No text of specified style in document.**," of the Standard Specifications, is amended with respect to the clauses cited below. No other clauses or requirements of this Item are waived or changed.

Section 300.2.4., "Emulsified Asphalt," is supplemented by the following:

Table 7A
Surface Performance-Grade Emulsified Asphalt

Grade	Test Procedure	HFRS-2(SPG xy[1])		CRS-2(SPG xy)		CHFRS-2(SPG xy)	
		Min	Max	Min	Max	Min	Max
Tests on emulsions:							
Viscosity, Saybolt Furol at 50°C, SFs[2]	T 72	150	400	150	400	150	400
Storage stability test, 24 h., %[2]	T 59		1		1		1
Demulsibility, 35 mL, 0.02 N $CaCl_2$, %	T 59	60					
Demulsibility, 35 mL, 0.8% dioctyl sodium sulfosuccinate, %	T 59			60		60	
Particle charge test	T 59			positive		positive	
Sieve test, %[2]	T 59		0.10		0.10		0.10
Residue recovery	PP 72,						
Residue, %	Procedure B	65		65		65	
Tests on recovered residue:							
Residue properties		Meet the specified SPG in Table 17A[3]					
Solubility in trichloroethylene, %	T 44	97.5		97.5			
Float test, 60°C, sec.[4]	T 50	1,200				1,200	

1. X is the average 7-day maximum pavement surface design temperature, and y is the minimum pavement surface design temperature used in Table 17A.
2. This test requirement on representative samples is waived if successful application of the material has been achieved in the field.
3. Meet original performance properties and PAV residue requirements only
4. If Float test is less than 1,200 sec. using PP 72, Procedure B, for residue recovery, then use T 59 for residue recovery.

Section 300.2.10., "Performance-Graded Binders," is supplemented by the following:

Table 17A
Surface Performance Grade (SPG) Specification

Surface Performance Grade	SPG 64	SPG 67					SPG 70					SPG 73			
	-25	-13	-16	-19	-22	-25	-13	-16	-19	-22	-25	-16	-19	-22	-25
Average 7-day Max pavement surface design temperature[1], °C	<64	<67					<70					<73			
Min pavement surface design temperature[1], °C	>-25	>-13	>-16	>-19	>-22	>-25	>-13	>-16	>-19	>-22	>-25	>-16	>-19	>-22	>-25
Original Binder															
Flash point temp, T 48, Min, °C	230														
Viscosity, T 316[2]: Max 0.15 Pa*s, test temp., °C	205														
Original Performance Properties															
Dynamic Shear, T 315: G*/sinδ, Min 0.65 kPa, Test temp @ 10 rad/s, °C	64	67					70					73			
Phase angle[3] (δ), Max, @ temp. where G*/sinδ = 0.65 kPa	80	–	–	–	80	80	–	–	80	80	80	80	80	80	80
Pressure Aging Vessel (PAV) Residue (R 28)															
PAV aging temperature, °C	100	100					100					100			
Creep stiffness, T 313: S, Max 500 MPa, Test temp. @ 8 sec., °C	-25	-13	-16	-19	-22	-25	-13	-16	-19	-22	-25	-16	-19	-22	-25

1. Temperatures are at the surface of the pavement structure. These may be determined from experience or may be estimated using equations developed by SHRP or LTPP, but modified to represent surface temperatures. Surface-grade high temperatures are generally 3°C to 4°C greater than those determined for Superpave PG binders.
2. The referee method will be AASHTO T 316 using a #21 spindle at 50 r/min, however alternate methods may be used for routine testing and quality assurance.
3. Phase angle is determined at the temperature where G*/sin δ =0.65 kPa. For routine testing and quality assurance, the phase angle can be interpolated from testing at two temperatures, one above and one below where G*/sin δ=0.65 kPa.

Special Provision to Item 300
Asphalts, Oils, and Emulsions

For this project, Item 300, "Asphalts, Oils, and Emulsions," of the Standard Specifications, is hereby amended with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

Section 300.2.4, "Emulsified Asphalt." Table 10 is voided and replaced by the following:

Table 10
Polymer Modified Cationic Emulsified Asphalt

Type-Grade		Rapid Setting						Slow Setting	
		CRS-1P		CRS-2P		CRS-2TR		CSS-1P	
Property	Test Procedure	Min	Max	Min	Max	Min	Max	Min	Max
Viscosity, Saybolt Furol	T 72								
77°F, sec.		-	-	-	-	-	-	20	100
122°F, sec.		50	150	150	400	150	500	-	-
Sieve Test, %	T 59	-	0.1	-	0.1	-	0.1	-	0.1
Demulsibility, 35 ml of 0.8% sodium dioctyl sulfosuccinate, %	T 59	60	-	70	-	40	-	-	-
Storage Stability, 1 day, %	T 59	-	1	-	1	-	1	-	1
Breaking Index, g	Tex-542-C	-	80	-	-	-	-	-	-
Particle Charge	T 59	positive		positive		positive		positive	
Distillation Test:[1]	T 59								
Residue by Distillation, % by wt.		65	-	65	-	65	-	62	-
Oil Distillate, % by volume of emulsion		-	3	-	0.5	-	3	-	0.5
Tests on Residue from Distillation:									
Modifier type		Polymer		Polymer		Tire Rubber		Polymer	
Modifier Content, wt. % (solids basis)		-	-	3.0	-	5.0	-	3.0	-
Penetration, 77°F, 100 g, 5 sec.	T 49	225	300	90	150	90	150	-	90
Viscosity, 140°F, poise	T 202	-	-	1300	-	1000	-	-	-
Solubility in Trichloroethylene, %	T 44	97.0	-	97.0	-	98	-	97.0	-
Softening Point, °F	T 53	-	-	-	-	-	-	135	-
Ductility, 77°F, 5 cm/min., cm	T 51	-	-	-	-	40	-	70	-
Ductility[2], 39.2°F, 5 cm/min., cm	T 51	-	-	50	-	-	-	-	-
Elastic Recovery[2], 50°F, %	Tex-539-C	45	-	55	-	-	-	-	-

[1]Exception to T 59: Bring the temperature on the lower thermometer slowly to 350°F ± 0°F. Maintain at this temperature for 20 min. Complete total distillation in 60 ± 5 min. from the first application of heat.

[2]CRS-2P must meet one of either the ductility or elastic recovery requirements.

Special Provision to Item 300
Asphalts, Oils and Emulsions

Item 300, "Asphalts, Oils and Emulsions" of the Standard Specifications is amended with respect to the clauses cited below. No other clauses or requirements of this Item are waived or changed.

Section 300.2.4., "Emulsified Asphalt", is supplemented by the following:

Emulsified Asphalt. Provide emulsified asphalt that is homogeneous, does not separate after thorough mixing, and meets the requirements for the specified type and grade in Tables 7, 8, 9, and 10.

Table 10B
Non-Tracking Tack Coat Emulsion

Property	Test Procedure	Quick Setting QS-1HH	
		Min	Max
Viscosity, Saybolt Furol, 77° F,sec	T 72	15	--
Storage stability, 1 Day, %	T 59	--	1
Settlement, 5-day, %	T 59	2	5
Sieve test, %	T 59	--	0.30
Distillation test:[1]	T 59		
Residue by distillation, % by wt.		50	--
Oil distillate, by volume of emulsion		--	1.0
Test on residue from distillation:			
Penetration, 77°F, 100 g, 5 sec.	T 49	--	20
Solubility in trichloroethylene, %	T 44	97.5	--
Softening point, °F	T 53	150	
Dynamic shear, G*/sin(δ), 82°C, 10 rad/s, kPa	T 315	1.0	--

1. Exception to AASHTO T-59: Bring the temperature on the lower thermometer slowly to 350°F ± 10°F. Maintain at this temperature for 20 min. Complete total distillation in 60 ± 5 min. from first application of heat.

Williamson County, Texas

Bid 1706-165

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3	TYPICAL SECTION
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6	STA 11+75.00 - 23+25.00
7	STA 23+25.00 - 34+75.00
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9	STA 46+25.00 - 57+75.00
10	STA 57+75.00 - 69+25.00
11	STA 69+25.00 - 80+75.00
12	STA 80+75.00 - 92+25.00
13	STA 92+25.00 - 103+75.00
14	STA 103+75.00 - 115-25.00
15	STA 115+25.00 - 126+75.00
16	STA 126+75.00 - 138+25.00
17	STA 138+25.00 - 149+75.00
18	STA 149+75.00 - 161+25.00
19	STA 161+25.00 - 172+75.00
20	STA 172+75.00 - 184+25.00
21	STA 184+25.00 - 195+75.00
22	STA 195+75.00 - 207+25.00
23	STA 207+25.00 - 218+75.00
24	STA 218+75.00 - 230+25.00
25	STA 230+25.00 - 241+75.00
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38	TCP (2-2)-12
39	TCP (2-3)-12
40	TCP (2-4)-12
41	TCP (3-1)-13
42	TCP (3-3)-13
43	TCP (3-4)-13
44	TCP (7-1)-13
45	BC (1)-14
46	BC (3)-14
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50	BC (7)-14
51	BC (8)-14
52	BC (9)-14
53	BC (10)-14
54	BC (11)-14
55	BC (12)-14

REFERENCED STANDARD SPECIFICATIONS:
SPECIFICATIONS ADOPTED BY THE TEXAS DEPARTMENT OF TRANSPORTATION ON NOVEMBER 1, 2014 SHALL GOVERN THIS PROJECT.

WILLIAMSON COUNTY
DEPARTMENT OF INFRASTRUCTURE

3151 S.E. INNER LOOP, SUITE B
GEORGETOWN, TEXAS 78626
512-943-3330
www.wilco.org

PLANS FOR PROPOSED
RONALD REAGAN BLVD
IMPROVEMENTS

From RM 2338 to SH 195
Phase 1 - Sta: 1+00 to Sta: 140+00 (Cowan Creek)
Phase 2 - Sta: 140+00 (Cowan Creek) to Sta. 285+75 (SH 195)

MAY 2017

WILLIAMSON COUNTY
1848

GENERAL PROJECT INFO:
REHAB OF RONALD REAGAN CONSISTS OF MILLING, SEALING, OVERLAY & RESTRIPING

LIMITS: PHASE 1 - FROM THE INTERSECTION OF FM 2338 TO STA: 140+00, APPROXIMATELY 13,900 LF OR ±2.6 MILES IN LENGTH
PHASE 2 - STA: 140+00 TO SH 195, APPROXIMATELY 14,640 LF OR ±2.8 MILES IN LENGTH.

#	SHEETS AFFECTED	BY	DATE
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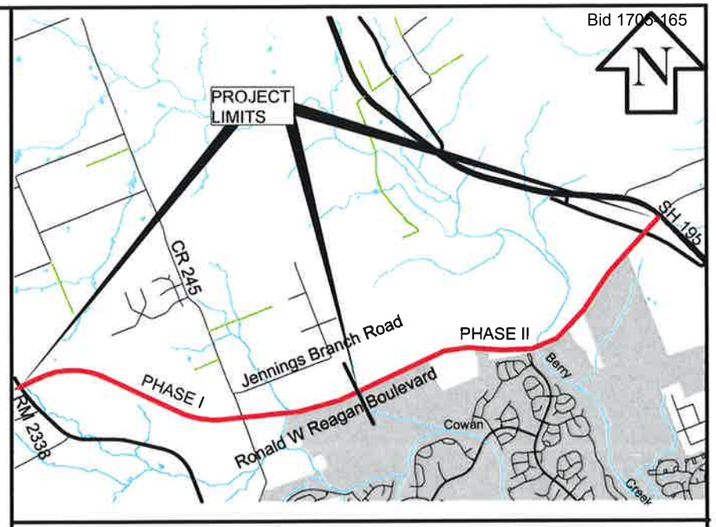


VICINITY MAP
NTS

WILLIAMSON COUNTY

DESIGNED BY:

KON Q. KWAN. PROJECT ENGINEER

THE STANDARD / DETAIL SHEETS, #30 THRU #55, HAVE BEEN ISSUED BY ME AND ARE APPLICABLE TO THIS PROJECT.

APPROVED AND RECOMMENDED FOR CONSTRUCTION:

J. TERRON EVERTSON, P.E., COUNTY ENGINEER DATE 5/23/17

STATE OF TEXAS
KON Q. KWAN
90584
LICENSED
PROFESSIONAL ENGINEER

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY KON Q. KWAN, P.E. 90584 ON: 05/23/2017

SHEET
1 OF 55

SHEET TAB: TITLE SHEET
PLOTTED BY: matt williamson
PLOT TIME: May 23, 2017 - 11:56am
DRAWING: P:_ROADWAYS\Ronald Reagan Blvd\Ronald Reagan North Ph 3\FY17 Overlay\Drawings\CPlans\Ronald Reagan N Ph 3 FY17 COVER.dwg

Phase 1 - Estimate of Quantities Summary

PHASE	ITEM	NO	DESCRIPTION	UNITS	QUANTITY
PH 1	160	6003	FURNISHING AND PLACING TOPSOIL (4")	SY	24658
PH 1	164	6033	DRILL SEEDING (PERM) (RURAL) (SANDY)	SY	24658
PH 1	166	6001	FERTILIZER	AC	6
PH 1	168	6001	VEGETATIVE WATERING	MG	1147
PH 1	316	6175	AGGR (TY-B GR-4 SAC-B)	CY	606
PH 1	316	6466	ASPH (CHFRS-2P OR CRS-2P)	GAL	24359
PH 1	341	6043	D - GR HMA TY - D PG70 - 22	TON	7656
PH 1	354	6021	PLANE ASPH CONC PAV (0" TO 2")	SY	2021
PH 1	500	6001	MOBILIZATION	LS	1
PH 1	502	6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	2
PH 1	662	6109	WK ZN PAV MRK SHT TERM (TAB) TY W	EA	1611
PH 1	662	6111	WK ZN PAV MRK SHT TERM (TAB) TY Y - 2	EA	2984
PH 1	666	6035	REFL PAV MRK TY I (W) 8" (SLD) (090MIL)	LF	1540
PH 1	666	6047	REFL PAV MRK TY I (W) 24" (SLD) (090MIL)	LF	60
PH 1	666	6053	REFL PAV MRK TY I (W) (ARROW) (090MIL)	EA	7
PH 1	666	6077	REFL PAV MRK TY I (W) (WORD) (090MIL)	EA	6
PH 1	666	6146	REFL PAV MRK TY I (Y) 24" (SLD) (090MIL)	LF	578
PH 1	666	6167	REFL PAV MRK TY II (W) 4" (BRK)	LF	0
PH 1	666	6170	REFL PAV MRK TY II (W) 4" (SLD)	LF	28286
PH 1	666	6178	REFL PAV MRK TY II (W) 8" (SLD)	LF	1540
PH 1	666	6182	REFL PAV MRK TY II (W) 24" (SLD)	LF	60
PH 1	666	6184	REFL PAV MRK TY II (W) (ARROW)	EA	7
PH 1	666	6192	REFL PAV MRK TY II (W) (WORD)	EA	6
PH 1	666	6205	REFL PAV MRK TY II (Y) 4" (BRK)	LF	1288
PH 1	666	6207	REFL PAV MRK TY II (Y) 4" (SLD)	LF	28836
PH 1	666	6214	REFL PAV MRK TY II (Y) 24" (SLD)	LF	578
PH 1	666	6299	RE PM W / RET REQ TY I (W) 4" (BRK) (090MIL)	LF	0
PH 1	666	6302	RE PM W / RET REQ TY I (W) 4" (SLD) (090MIL)	LF	28286
PH 1	666	6311	RE PM W / RET REQ TY I (Y) 4" (BRK) (090MIL)	LF	1288
PH 1	666	6314	RE PM W / RET REQ TY I (Y) 4" (SLD) (090MIL)	LF	28836
PH 1	672	6007	REFL PAV MRKR TY I-C	EA	77
PH 1	672	6009	REFL PAV MRKR TY II-A-A	EA	985
PH 1	672	6010	REFL PAV MRKR TY II-C-R	EA	0
PH 1	677	6001	ELIM EXT PAV MRK & MRKS (4")	LF	0
PH 1	677	6003	ELIM EXT PAV MRK & MRKS (8")	LF	0

Phase 2 - Estimate of Quantities Summary

PHASE	ITEM	NO	DESCRIPTION	UNITS	QUANTITY
PH 2	160	6003	FURNISHING AND PLACING TOPSOIL (4")	SY	25112
PH 2	164	6033	DRILL SEEDING (PERM) (RURAL) (SANDY)	SY	25912
PH 2	166	6001	FERTILIZER	AC	6
PH 2	168	6001	VEGETATIVE WATERING	MG	1168
PH 2	316	6175	AGGR (TY-B GR-4 SAC-B)	CY	724
PH 2	316	6466	ASPH (CHFRS-2P OR CRS-2P)	GAL	29108
PH 2	341	6043	D - GR HMA TY - D PG70 - 22	TON	9149
PH 2	354	6021	PLANE ASPH CONC PAV (0" TO 2")	SY	4659
PH 2	500	6001	MOBILIZATION	LS	1
PH 2	502	6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	2
PH 2	662	6109	WK ZN PAV MRK SHT TERM (TAB) TY W	EA	2617
PH 2	662	6111	WK ZN PAV MRK SHT TERM (TAB) TY Y - 2	EA	3903
PH 2	666	6035	REFL PAV MRK TY I (W) 8" (SLD) (090MIL)	LF	2220
PH 2	666	6047	REFL PAV MRK TY I (W) 24" (SLD) (090MIL)	LF	420
PH 2	666	6053	REFL PAV MRK TY I (W) (ARROW) (090MIL)	EA	7
PH 2	666	6077	REFL PAV MRK TY I (W) (WORD) (090MIL)	EA	6
PH 2	666	6146	REFL PAV MRK TY I (Y) 24" (SLD) (090MIL)	LF	1070
PH 2	666	6167	REFL PAV MRK TY II (W) 4" (BRK)	LF	633
PH 2	666	6170	REFL PAV MRK TY II (W) 4" (SLD)	LF	29530
PH 2	666	6178	REFL PAV MRK TY II (W) 8" (SLD)	LF	2220
PH 2	666	6182	REFL PAV MRK TY II (W) 24" (SLD)	LF	420
PH 2	666	6184	REFL PAV MRK TY II (W) (ARROW)	EA	7
PH 2	666	6192	REFL PAV MRK TY II (W) (WORD)	EA	6
PH 2	666	6205	REFL PAV MRK TY II (Y) 4" (BRK)	LF	200
PH 2	666	6207	REFL PAV MRK TY II (Y) 4" (SLD)	LF	34064
PH 2	666	6214	REFL PAV MRK TY II (Y) 24" (SLD)	LF	1070
PH 2	666	6299	RE PM W / RET REQ TY I (W) 4" (BRK) (090MIL)	LF	633
PH 2	666	6302	RE PM W / RET REQ TY I (W) 4" (SLD) (090MIL)	LF	29530
PH 2	666	6311	RE PM W / RET REQ TY I (Y) 4" (BRK) (090MIL)	LF	200
PH 2	666	6314	RE PM W / RET REQ TY I (Y) 4" (SLD) (090MIL)	LF	34064
PH 2	672	6007	REFL PAV MRKR TY I-C	EA	111
PH 2	672	6009	REFL PAV MRKR TY II-A-A	EA	1230
PH 2	672	6010	REFL PAV MRKR TY II-C-R	EA	32
PH 2	677	6001	ELIM EXT PAV MRK & MRKS (4")	LF	1800
PH 2	677	6003	ELIM EXT PAV MRK & MRKS (8")	LF	450

STATE OF TEXAS
KON Q. KWAN
90584
LICENSED
PROFESSIONAL ENGINEER

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY KON Q. KWAN, P.E. 90584 ON: 05/23/2017

NO	REVISION	BY	DATE

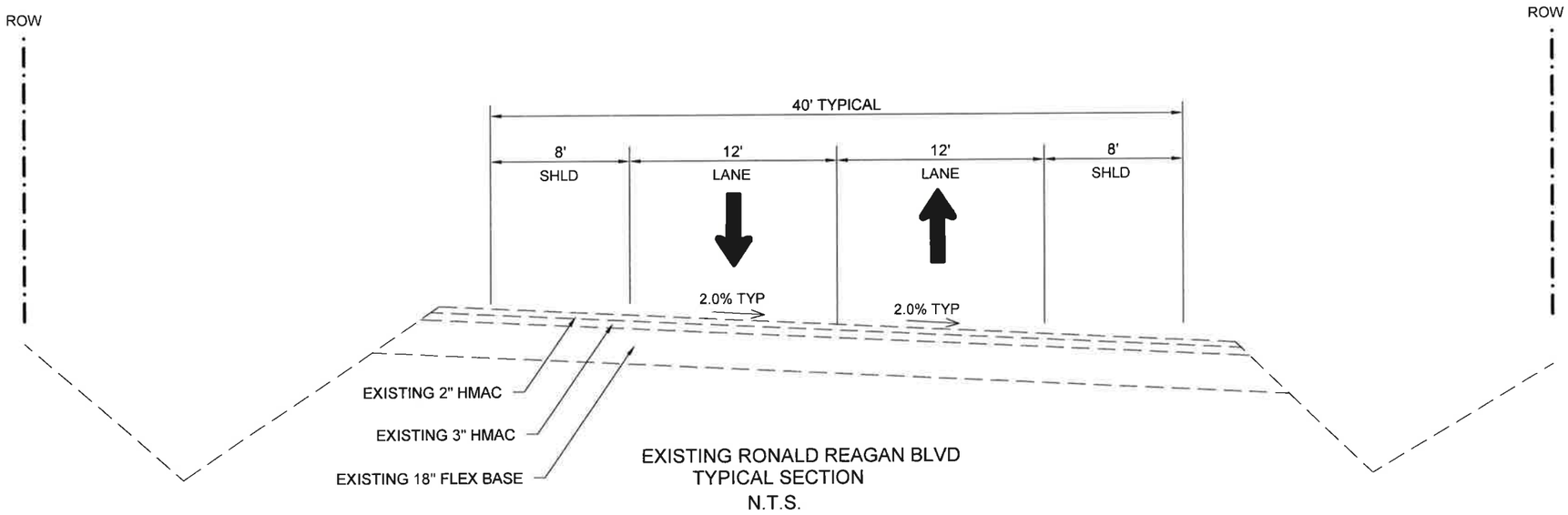
WILLIAMSON COUNTY
1848

WILLIAMSON COUNTY
DEPT. OF INFRASTRUCTURE
ROAD & BRIDGE DIVISION

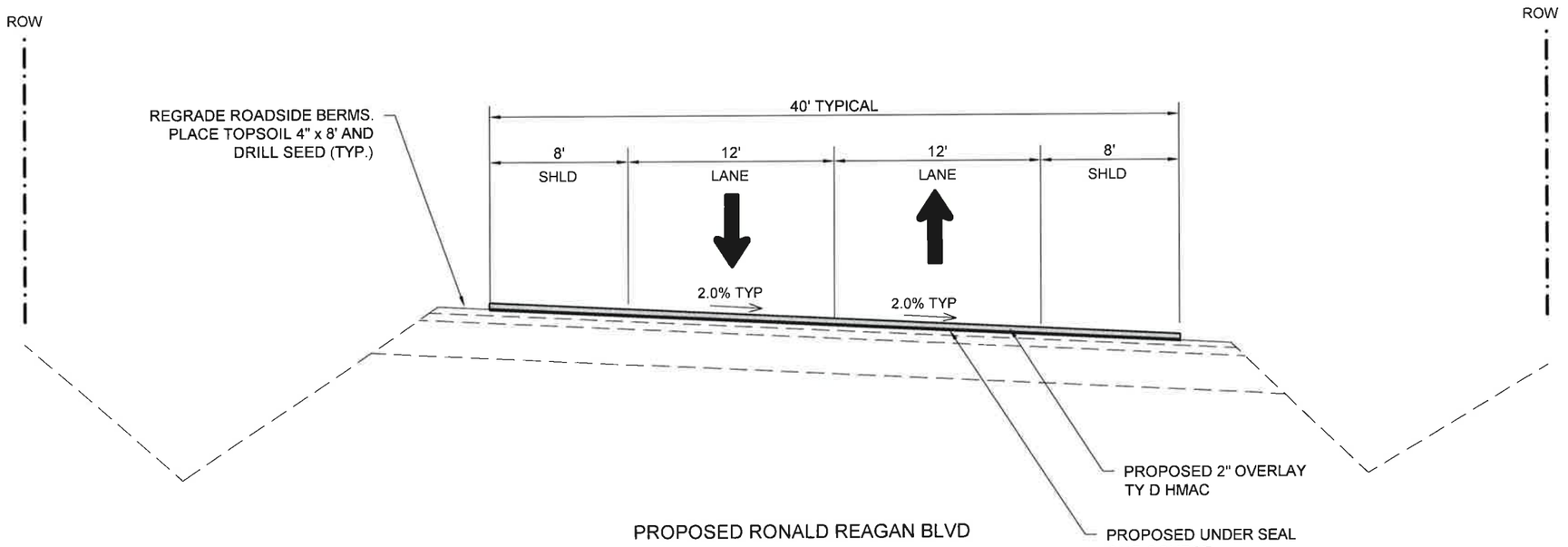
ESTIMATE OF QUANTITIES SUMMARY

DESIGNED: KQK	3151 S.E. INNER LOOP, SUITE B GEORGETOWN, TEXAS 78626 943-3330 www.wilco.org	SHEET 2
CHECKED: KQK		
CAD DWG: LEP		
CHECKED: KQK		

SHEET TAB: ESTIMATE OF QUANTITIES SUMMARY
PLOTTED BY: kkwan
PLOT TIME: May 23, 2017 - 8:05pm
DRAWING: P:_ROADWAYS\Ronald Reagan Blvd\Ronald Reagan North Ph 3\FY17 Overlay\Drawings\CPlans\Ronald Reagan N Ph 3 FY17 COVER.dwg



EXISTING RONALD REAGAN BLVD
TYPICAL SECTION
N.T.S.



PROPOSED RONALD REAGAN BLVD
TYPICAL SECTION
N.T.S.

STATE OF TEXAS
KON Q. KWAN
90584
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PROFESSIONAL ENGINEER

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90584 ON: 05/22/2017

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WILLIAMSON COUNTY
1848

WILLIAMSON COUNTY
DEPT. OF INFRASTRUCTURE
ROAD & BRIDGE DIVISION

TYPICAL SECTION

DESIGNED:	KQK
CHECKED:	KQK
CAD DWG:	LEP
CHECKED:	KQK

3151 S.E. INNER LOOP, SUITE B
GEORGETOWN, TEXAS 78626
943-3330
www.wilco.org

SHEET 3

SHEET TAB: TYPICAL SECTION
PLOTTED BY: kkwan
PLOT TIME: May 22, 2017 - 1:57pm
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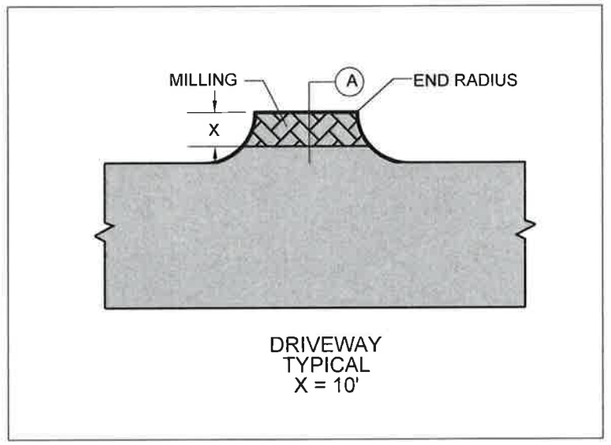
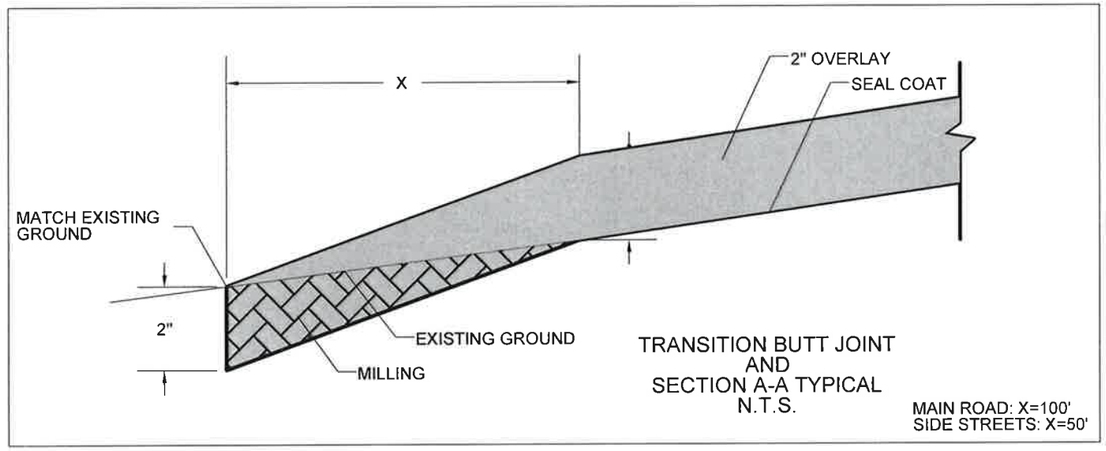


DRIVEWAY
TYPICAL
X = 10'



TRANSITION BUTT JOINT
AND
SECTION A-A TYPICAL
N.T.S.

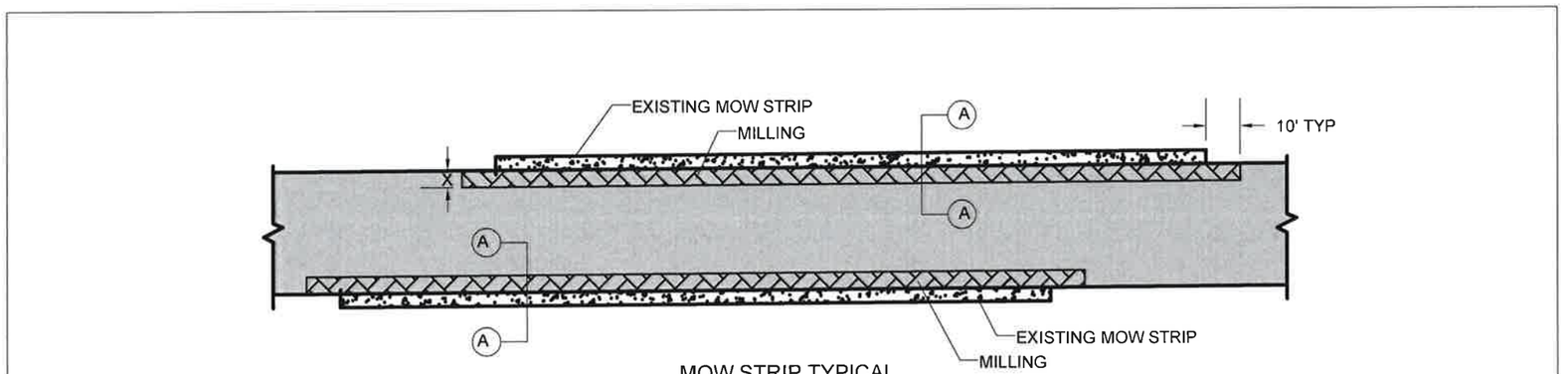
MAIN ROAD: X=100'
SIDE STREETS: X=50'

LEGEND

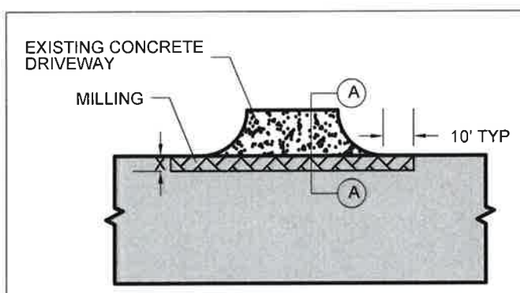
EXISTING CONCRETE

UNDER SEAL, OVERLAY 2"

AREA TO BE MILLED



MOW STRIP TYPICAL
X = 5'



CONCRETE DRIVEWAY TYPICAL
X = 5'

STATE OF TEXAS
KON Q. KWAN
90584
LICENSED
PROFESSIONAL ENGINEER

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90584 ON: 05/22/2017

NO	REVISION	BY	DATE

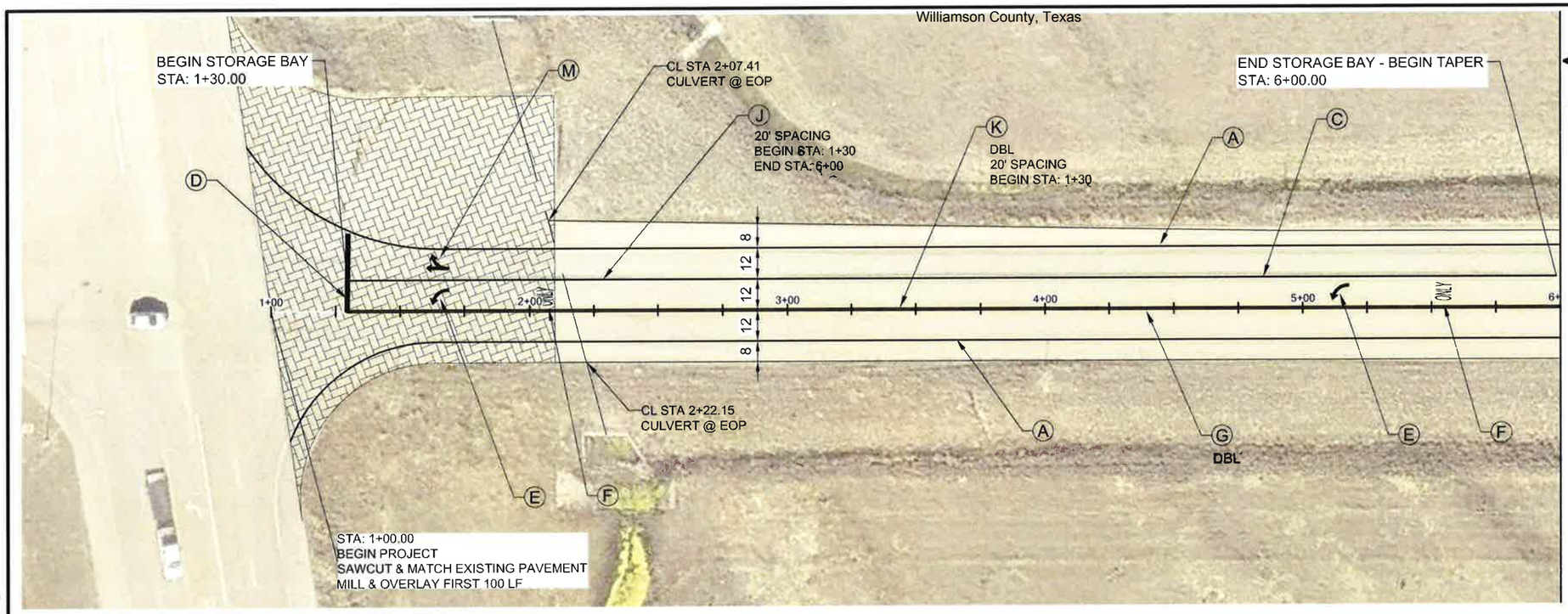
WILLIAMSON COUNTY
DEPT. OF INFRASTRUCTURE
ROAD & BRIDGE DIVISION

WILLIAMSON COUNTY 1848

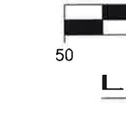
MISC DETAILS

DESIGNED: KQK	3151 S.E. INNER LOOP, SUITE B GEORGETOWN, TEXAS 78626 943-3330 www.wilco.org	SHEET 4
CHECKED: KQK		
CAD DWG: LEP		
CHECKED: KQK		

SHEET TAB: MISC DETAILS
PLOTTED BY: kkwan
PLOT TIME: May 22, 2017 - 1:57pm
DRAWING: P:_ROADWAYS\Ronald Reagan Blvd\Ronald Reagan North Ph 3\FY17 Overlay\Drawings\CPlans\Ronald Reagan N Ph 3 FY17 COVER.dwg



STA:6+00.00



LEGEND

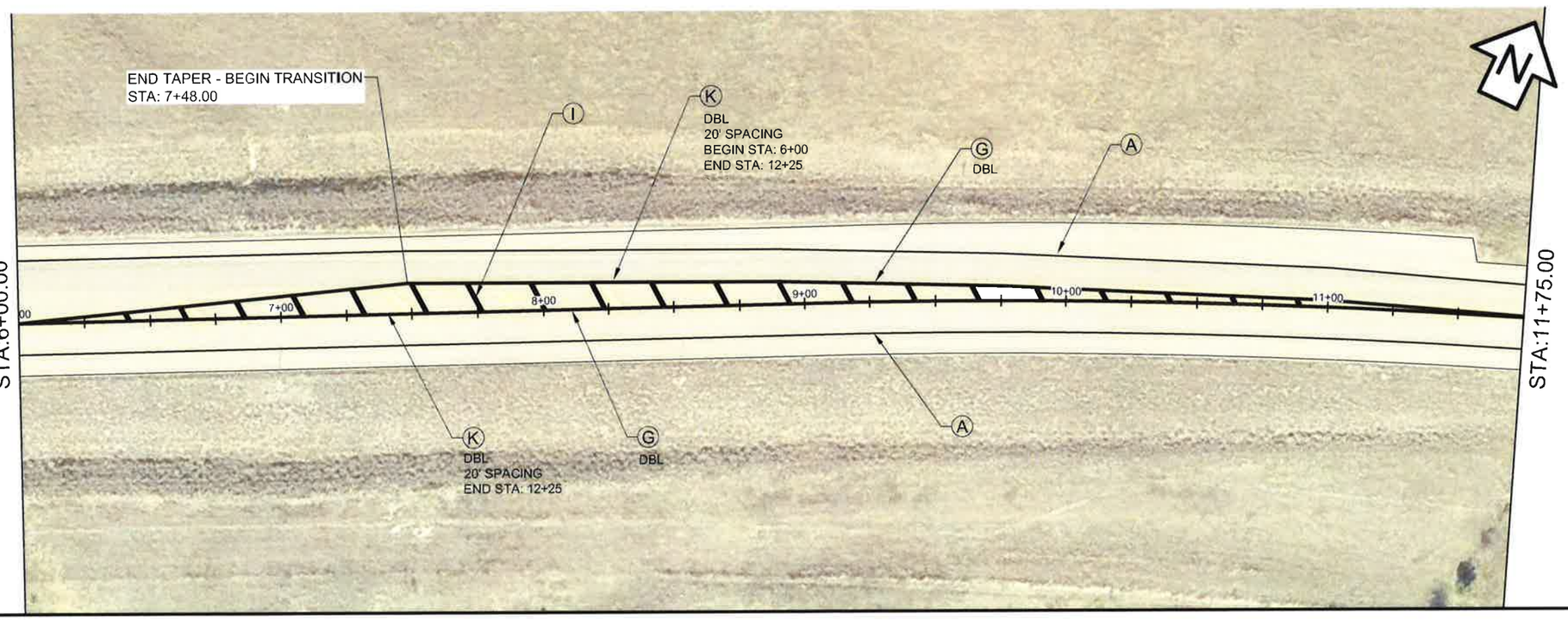
EXISTING CONCRETE

UNDER SEAL, OVERLAY 2"

AREA TO BE MILLED

- (A) REFL PAV MRK TY I & II (W) 4" (SLD)
- (C) REFL PAV MRK TY I & II (W) 8" (SLD)
- (D) REFL PAV MRK TY I & II (W) 24" (SLD)
- (E) REFL PAV MRK TY I & II (W) (ARROW)
- (F) REFL PAV MRK TY I & II (W) (WORD)
- (G) REFL PAV MRK TY I & II (Y) 4" (SLD)
- (H) REFL PAV MRK TY I & II (Y) 4" (BRK)
- (I) REFL PAV MRK TY I & II (Y) 24" (SLD)
- (J) REFL PAV MRK TY I-C
- (K) REFL PAV MRK TY II-A-A
- (L) REFL PAV MRK TY I & II (W) 4" (BRK)
- (M) REFL PAV MRK TY I & II (w) (DBL ARROW)

RONALD REAGAN BLVD



STA:6+00.00

STA:11+75.00

NOTE:

SOME OF THE AERIAL PHOTOGRAPHY SHOWN HAS MINOR SHIFTS IN SOME LOCATIONS. THE ALIGNMENT IS LOCATED WITHIN ACCEPTABLE GIS STANDARDS. CONTRACTOR SHALL VERIFY DRIVEWAY AND CROSS ROAD LOCATIONS PRIOR TO MILL & OVERLAY.

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY KON Q. KWAN, P.E. 90584 ON: 05/22/2017

NO	REVISION	BY	DATE

WILLIAMSON COUNTY
DEPT. OF INFRASTRUCTURE
ROAD & BRIDGE DIVISION

RONALD REAGAN BLVD FROM
RM 2338 TO SH 195 FY 17
OVERLAY & STRIPING

DESIGNED:	KQK	3151 S.E. INNER LOOP SUITE B GEORGETOWN, TEXAS 78626 943-3330 www.wilco.org	SHEET 5
CHECKED:	KQK		
CAD DWG:	LEP		
CHECKED:	KQK		

SHEET TAB: STA 1+00.00 - 11+75.00
PLOTTED BY: kkwan
PLOT TIME: May 22, 2017 - 1:58pm
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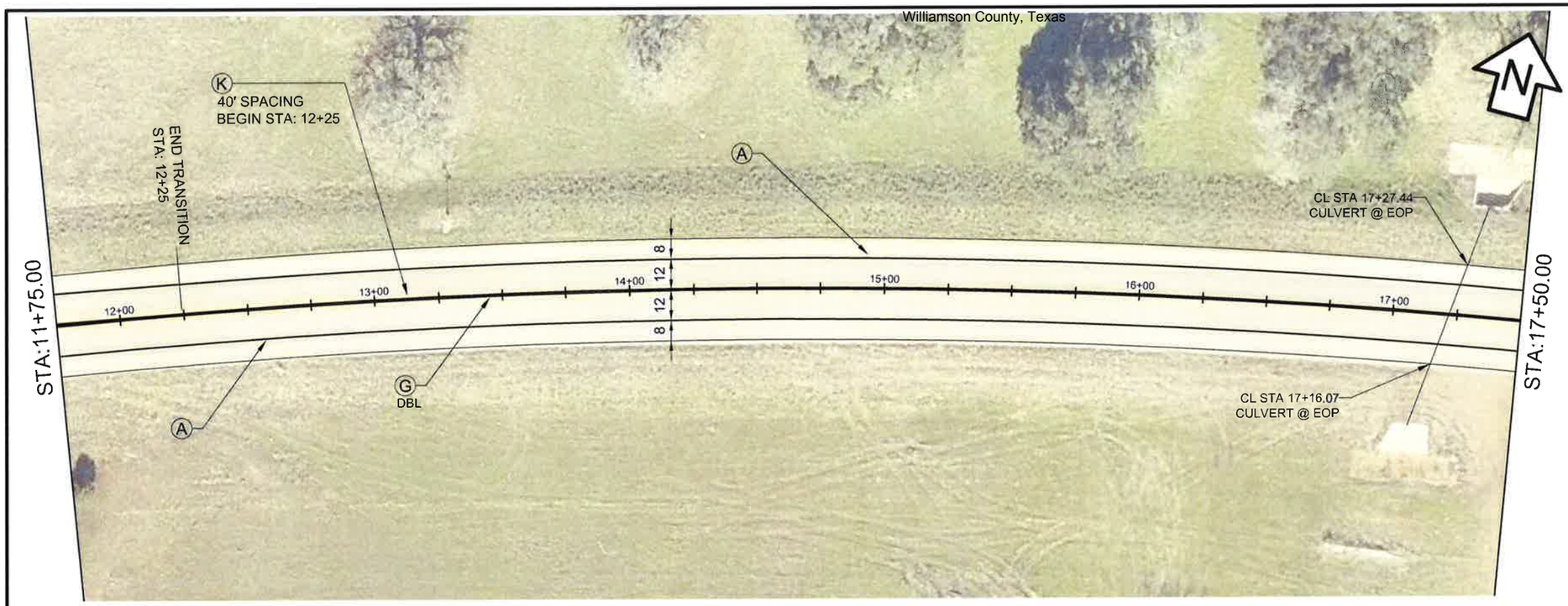
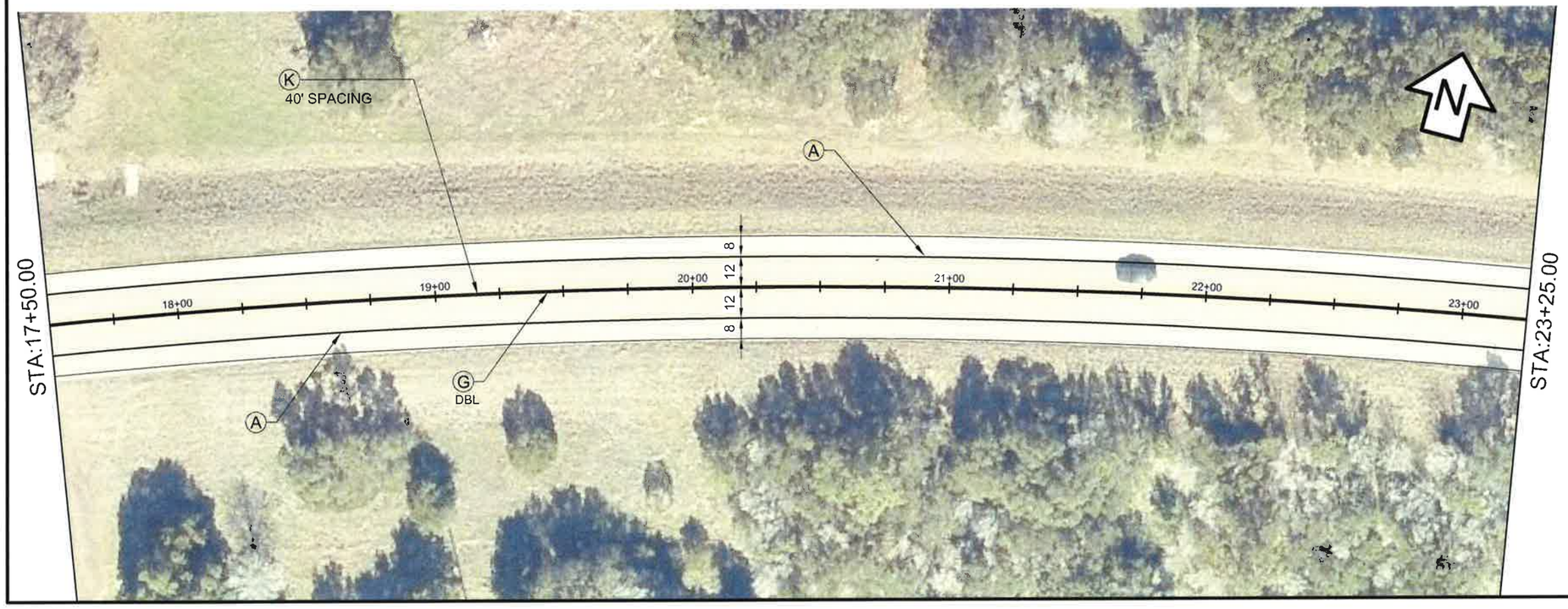


RONALD REAGAN BLVD



50 0 25 50

LEGEND

EXISTING CONCRETE

UNDER SEAL, OVERLAY 2"

AREA TO BE MILLED

- (A) REFL PAV MRK TY I & II (W) 4" (SLD)
- (C) REFL PAV MRK TY I & II (W) 8" (SLD)
- (D) REFL PAV MRK TY I & II (W) 24" (SLD)
- (E) REFL PAV MRK TY I & II (W) (ARROW)
- (F) REFL PAV MRK TY I & II (W) (WORD)
- (G) REFL PAV MRK TY I & II (Y) 4" (SLD)
- (H) REFL PAV MRK TY I & II (Y) 4" (BRK)
- (I) REFL PAV MRK TY I & II (Y) 24" (SLD)
- (J) REFL PAV MRK TY I-C
- (K) REFL PAV MRK TY II-A-A
- (L) REFL PAV MRK TY I & II (W) 4" (BRK)
- (M) REFL PAV MRK TY I & II (w) (DBL ARROW)

NOTE:

SOME OF THE AERIAL PHOTOGRAPHY SHOWN HAS MINOR SHIFTS IN SOME LOCATIONS. THE ALIGNMENT IS LOCATED WITHIN ACCEPTABLE GIS STANDARDS. CONTRACTOR SHALL VERIFY DRIVEWAY AND CROSS ROAD LOCATIONS PRIOR TO MILL & OVERLAY.

STATE OF TEXAS
KON Q. KWAN
90584
LICENSED
PROFESSIONAL ENGINEER

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY KON Q. KWAN, P.E. 90584 ON: 05/22/2017

NO	REVISION	BY	DATE

WILLIAMSON COUNTY
DEPT. OF INFRASTRUCTURE
ROAD & BRIDGE DIVISION

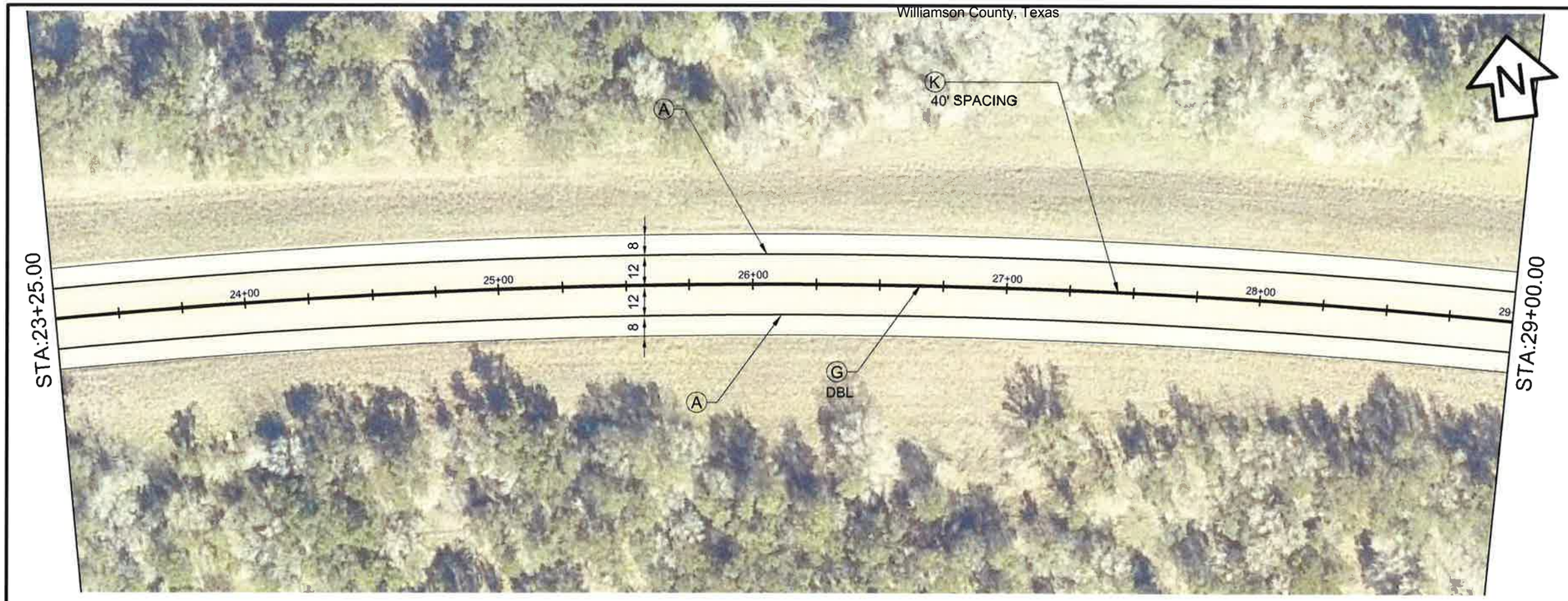
RONALD REAGAN BLVD FROM
RM 2338 TO SH 195 FY 17
OVERLAY & STRIPING

DESIGNED:	KQK
CHECKED:	KQK
CAD DWG:	LEP
CHECKED:	KQK

3151 S.E. INNER LOOP SUITE B
GEORGETOWN, TEXAS 78626
943-3330
www.wilco.org

SHEET 6

SHEET TAB: STA 11+75.00 - 23+25.00
PLOTTED BY: kkwan
PLOT TIME: May 22, 2017 - 7:56pm
DRAWING: P:_ROADWAYS\Ronald Reagan Blvd\Ronald Reagan North Ph 3\FY17 Overlay\Drawings\CPlans\Ronald Reagan N Ph 3 FY17 ROADWAY.dwg



RONALD REAGAN BLVD

50 0 25 50

LEGEND

EXISTING CONCRETE

UNDER SEAL, OVERLAY 2"

AREA TO BE MILLED

- (A) REFL PAV MRK TY I & II (W) 4" (SLD)
- (C) REFL PAV MRK TY I & II (W) 8" (SLD)
- (D) REFL PAV MRK TY I & II (W) 24" (SLD)
- (E) REFL PAV MRK TY I & II (W) (ARROW)
- (F) REFL PAV MRK TY I & II (W) (WORD)
- (G) REFL PAV MRK TY I & II (Y) 4" (SLD)
- (H) REFL PAV MRK TY I & II (Y) 4" (BRK)
- (I) REFL PAV MRK TY I & II (Y) 24" (SLD)
- (J) REFL PAV MRK TY I-C
- (K) REFL PAV MRK TY II-A-A
- (L) REFL PAV MRK TY I & II (W) 4" (BRK)
- (M) REFL PAV MRK TY I & II (w) (DBL ARROW)

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STATE OF TEXAS
KON Q. KWAN
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PROFESSIONAL ENGINEER

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NO	REVISION	BY	DATE

WILLIAMSON COUNTY
1848

WILLIAMSON COUNTY
DEPT. OF INFRASTRUCTURE
ROAD & BRIDGE DIVISION

RONALD REAGAN BLVD FROM
RM 2338 TO SH 195 FY 17
OVERLAY & STRIPING

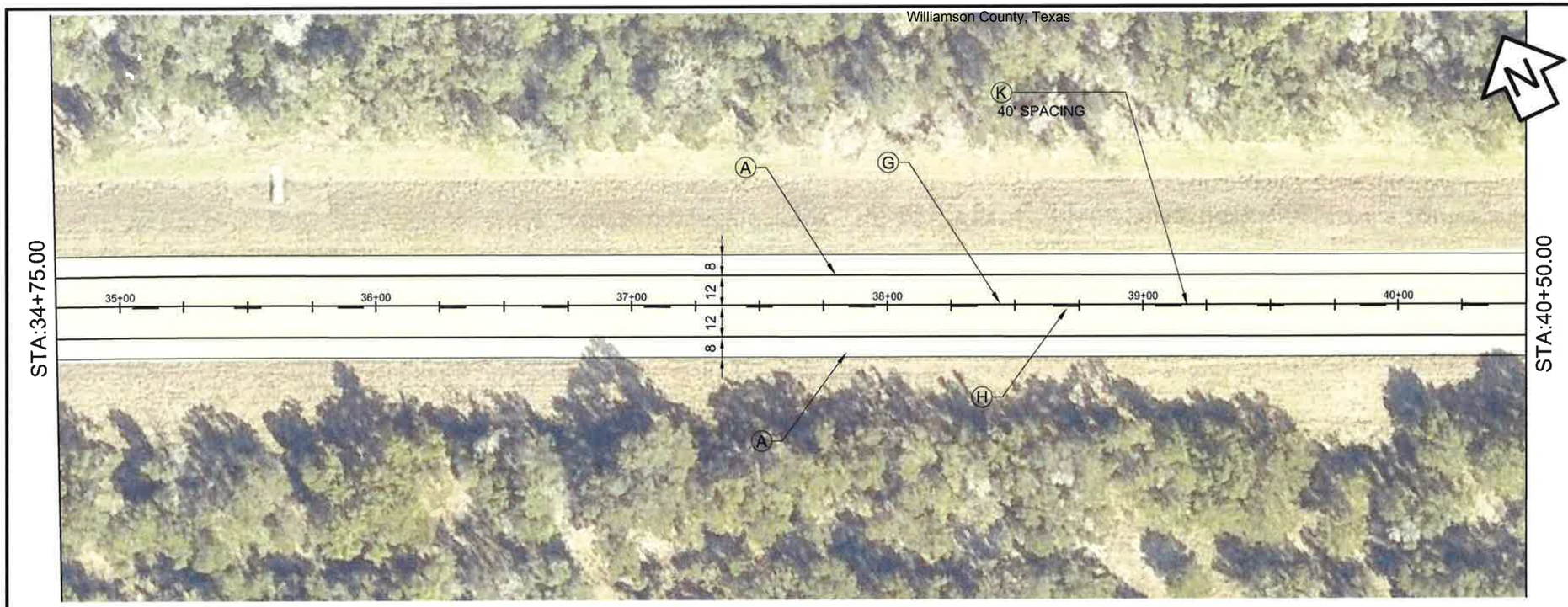
DESIGNED:	KQK
CHECKED:	KQK
CAD DWG:	LEP
CHECKED:	KQK

3151 S.E. INNER LOOP SUITE B
GEORGETOWN, TEXAS 78626
943-3330
www.wilco.org

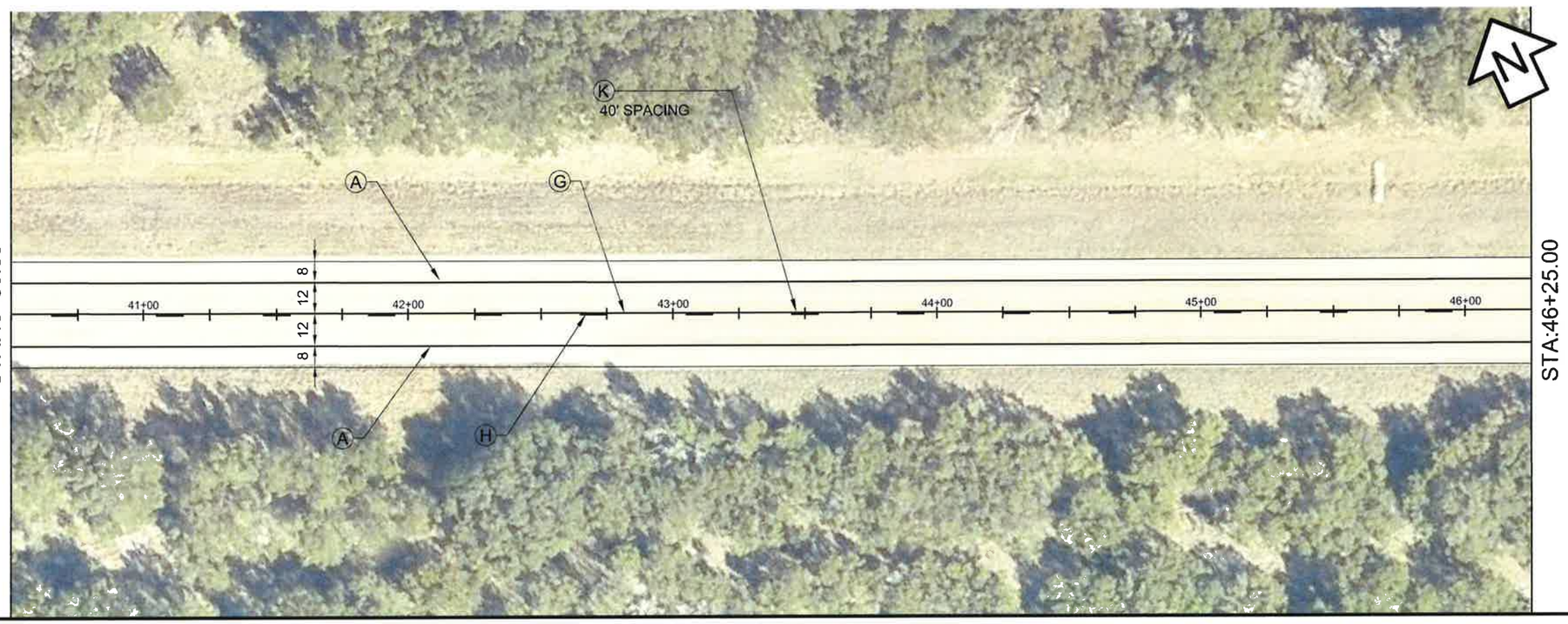
SHEET 7

SHEET TAB: STA 23+25.00 - 34+75.00
PLOTTED BY: kkwan
PLOT TIME: May 22, 2017 - 7:57pm
DRAWING: P:_ROADWAYS\Ronald Reagan Blvd\Ronald Reagan North Ph 3\FY17 Overlay\Drawings\CPlans\Ronald Reagan N Ph 3 FY17 ROADWAY.dwg

Williamson County, Texas



RONALD REAGAN BLVD



50 0 25 50

LEGEND

EXISTING CONCRETE

UNDER SEAL, OVERLAY 2"

AREA TO BE MILLED

- (A) REFL PAV MRK TY I & II (W) 4" (SLD)
- (C) REFL PAV MRK TY I & II (W) 8" (SLD)
- (D) REFL PAV MRK TY I & II (W) 24" (SLD)
- (E) REFL PAV MRK TY I & II (W) (ARROW)
- (F) REFL PAV MRK TY I & II (W) (WORD)
- (G) REFL PAV MRK TY I & II (Y) 4" (SLD)
- (H) REFL PAV MRK TY I & II (Y) 4" (BRK)
- (I) REFL PAV MRK TY I & II (Y) 24" (SLD)
- (J) REFL PAV MRK TY I-C
- (K) REFL PAV MRK TY II-A-A
- (L) REFL PAV MRK TY I & II (W) 4" (BRK)
- (M) REFL PAV MRK TY I & II (w) (DBL ARROW)

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STATE OF TEXAS
KON Q. KWAN
90584
LICENSED
PROFESSIONAL ENGINEER

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NO	REVISION	BY	DATE

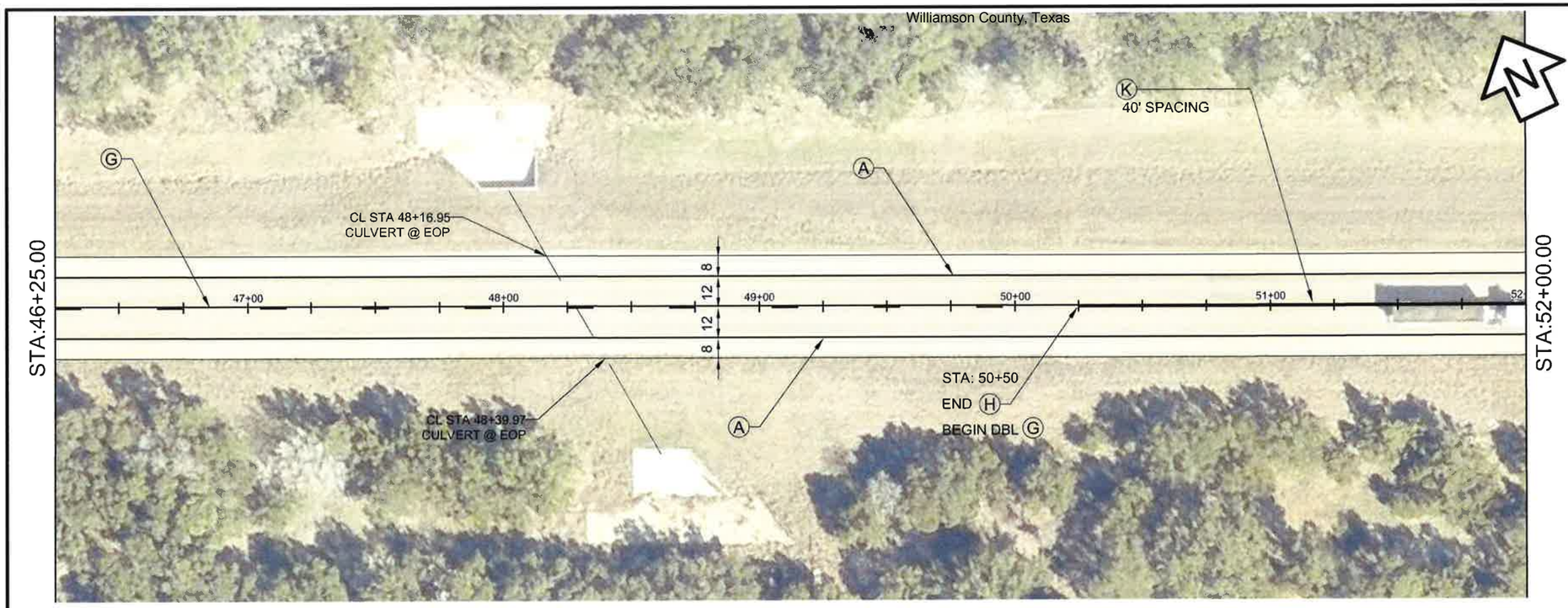
WILLIAMSON COUNTY
1848

WILLIAMSON COUNTY
DEPT. OF INFRASTRUCTURE
ROAD & BRIDGE DIVISION

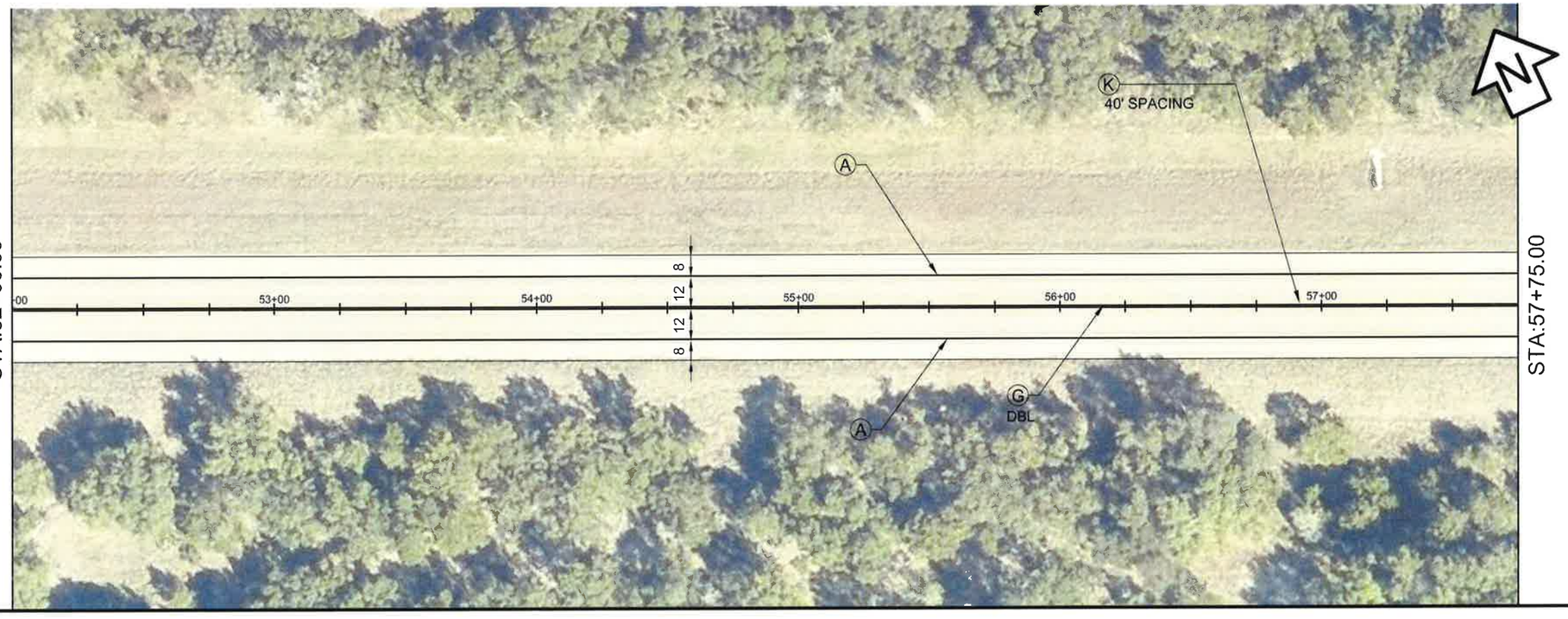
RONALD REAGAN BLVD FROM
RM 2338 TO SH 195 FY 17
OVERLAY & STRIPING

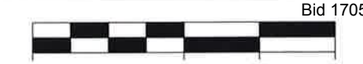
DESIGNED: KQK	3151 S.E. INNER LOOP SUITE B GEORGETOWN, TEXAS 78626 943-3330 www.wilco.org	SHEET 8
CHECKED: KQK		
CAD DWG: LEP		
CHECKED: KQK		

SHEET TAB: STA 34+75.00 - 46+25.00
PLOTTED BY: kkwan
PLOT TIME: May 22, 2017 - 7:59pm
DRAWING: P:_ROADWAYS\Ronald Reagan Blvd\Ronald Reagan North Ph 3\FY17 Overlay\Drawings\CPlans\Ronald Reagan N Ph 3 FY17 ROADWAY.dwg



RONALD REAGAN BLVD





LEGEND

EXISTING CONCRETE

UNDER SEAL, OVERLAY 2"

AREA TO BE MILLED

- (A) REFL PAV MRK TY I & II (W) 4" (SLD)
- (C) REFL PAV MRK TY I & II (W) 8" (SLD)
- (D) REFL PAV MRK TY I & II (W) 24" (SLD)
- (E) REFL PAV MRK TY I & II (W) (ARROW)
- (F) REFL PAV MRK TY I & II (W) (WORD)
- (G) REFL PAV MRK TY I & II (Y) 4" (SLD)
- (H) REFL PAV MRK TY I & II (Y) 4" (BRK)
- (I) REFL PAV MRK TY I & II (Y) 24" (SLD)
- (J) REFL PAV MRK TY I-C
- (K) REFL PAV MRK TY II-A-A
- (L) REFL PAV MRK TY I & II (W) 4" (BRK)
- (M) REFL PAV MRK TY I & II (w) (DBL ARROW)

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THE SEAL APPEARING ON THIS DOCUMENT
WAS AUTHORIZED BY KON Q. KWAN, P.E.
90584 ON: 05/22/2017

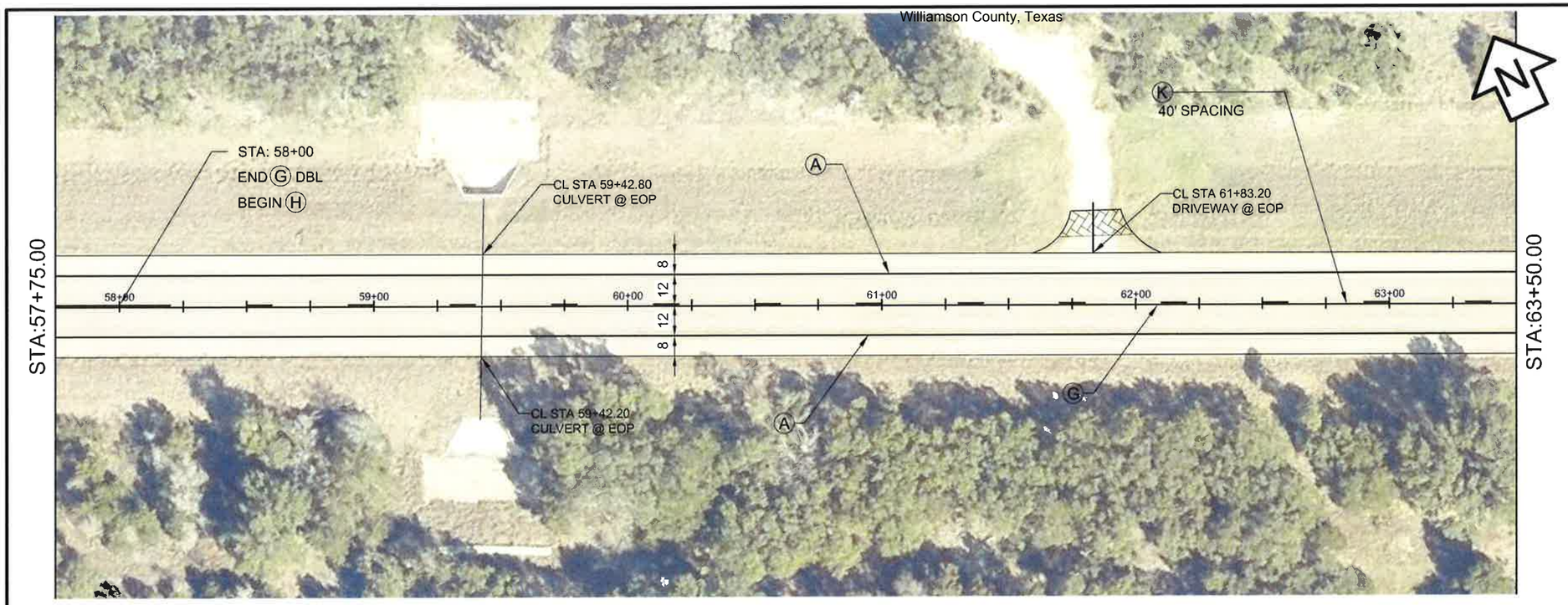
NO	REVISION	BY	DATE

WILLIAMSON COUNTY
DEPT. OF INFRASTRUCTURE
ROAD & BRIDGE DIVISION

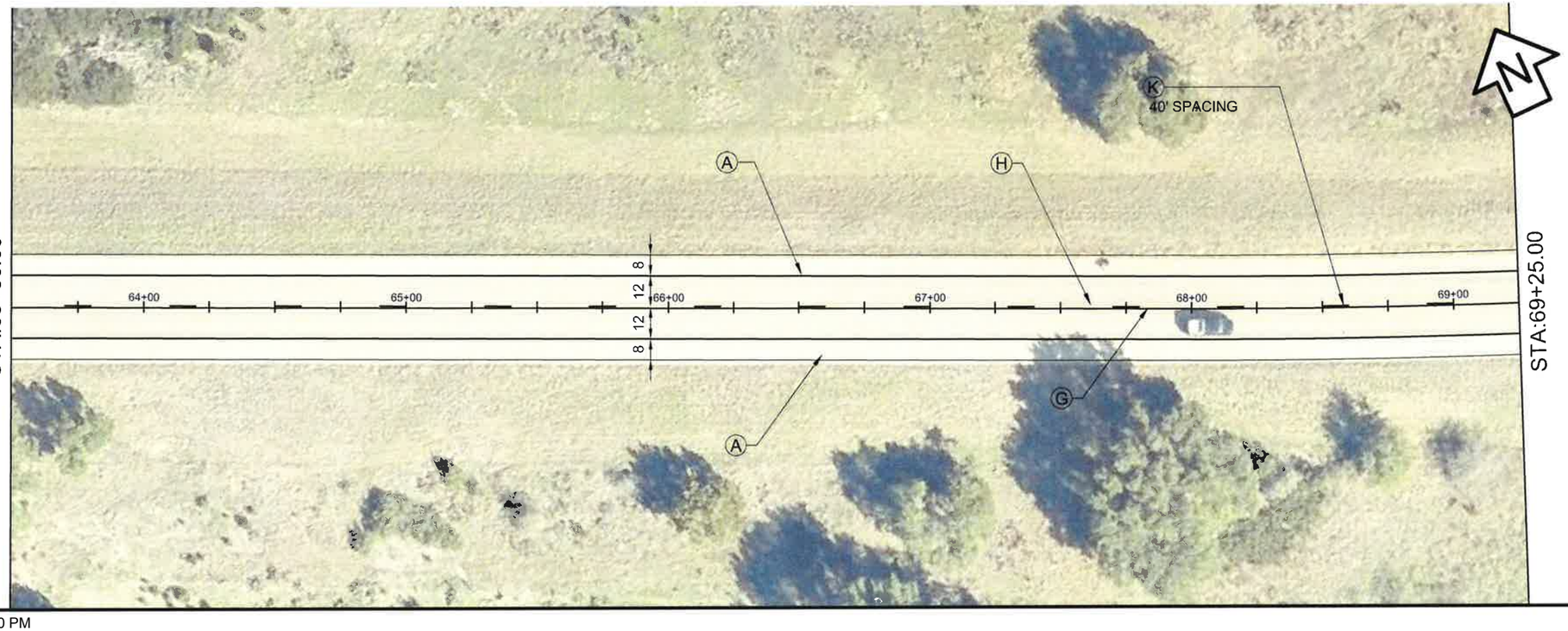
RONALD REAGAN BLVD FROM
RM 2338 TO SH 195 FY 17
OVERLAY & STRIPING

DESIGNED: KQK	3151 S.E. INNER LOOP SUITE B GEORGETOWN, TEXAS 78626 943-3330 www.wilco.org	SHEET 9
CHECKED: KQK		
CAD DWG: LEP		
CHECKED: KQK		

SHEET TAB: STA 46+25.00 - 57+75.00
PLOTTED BY: kkwan
PLOT TIME: May 22, 2017 - 8:01pm
DRAWING: P:_ROADWAYS\Ronald Reagan Blvd\Ronald Reagan North Ph 3\FY17 Overlay\Drawings\CPlans\Ronald Reagan N Ph 3 FY17 ROADWAY.dwg



RONALD REAGAN BLVD



50 0 25 50

LEGEND

EXISTING CONCRETE

UNDER SEAL, OVERLAY 2"

AREA TO BE MILLED

- Ⓐ REFL PAV MRK TY I & II (W) 4" (SLD)
- Ⓒ REFL PAV MRK TY I & II (W) 8" (SLD)
- Ⓓ REFL PAV MRK TY I & II (W) 24" (SLD)
- Ⓔ REFL PAV MRK TY I & II (W) (ARROW)
- Ⓕ REFL PAV MRK TY I & II (W) (WORD)
- Ⓖ REFL PAV MRK TY I & II (Y) 4" (SLD)
- Ⓗ REFL PAV MRK TY I & II (Y) 4" (BRK)
- Ⓘ REFL PAV MRK TY I & II (Y) 24" (SLD)
- Ⓙ REFL PAV MRK TY I-C
- Ⓚ REFL PAV MRK TY II-A-A
- Ⓛ REFL PAV MRK TY I & II (W) 4" (BRK)
- Ⓜ REFL PAV MRK TY I & II (w) (DBL ARROW)

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STATE OF TEXAS
KON Q. KWAN
90584
LICENSED
PROFESSIONAL ENGINEER

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY KON Q. KWAN, P.E. 90584 ON: 05/22/2017

NO	REVISION	BY	DATE

WILLIAMSON COUNTY
1848

WILLIAMSON COUNTY
DEPT. OF INFRASTRUCTURE
ROAD & BRIDGE DIVISION

RONALD REAGAN BLVD FROM
RM 2338 TO SH 195 FY 17
OVERLAY & STRIPING

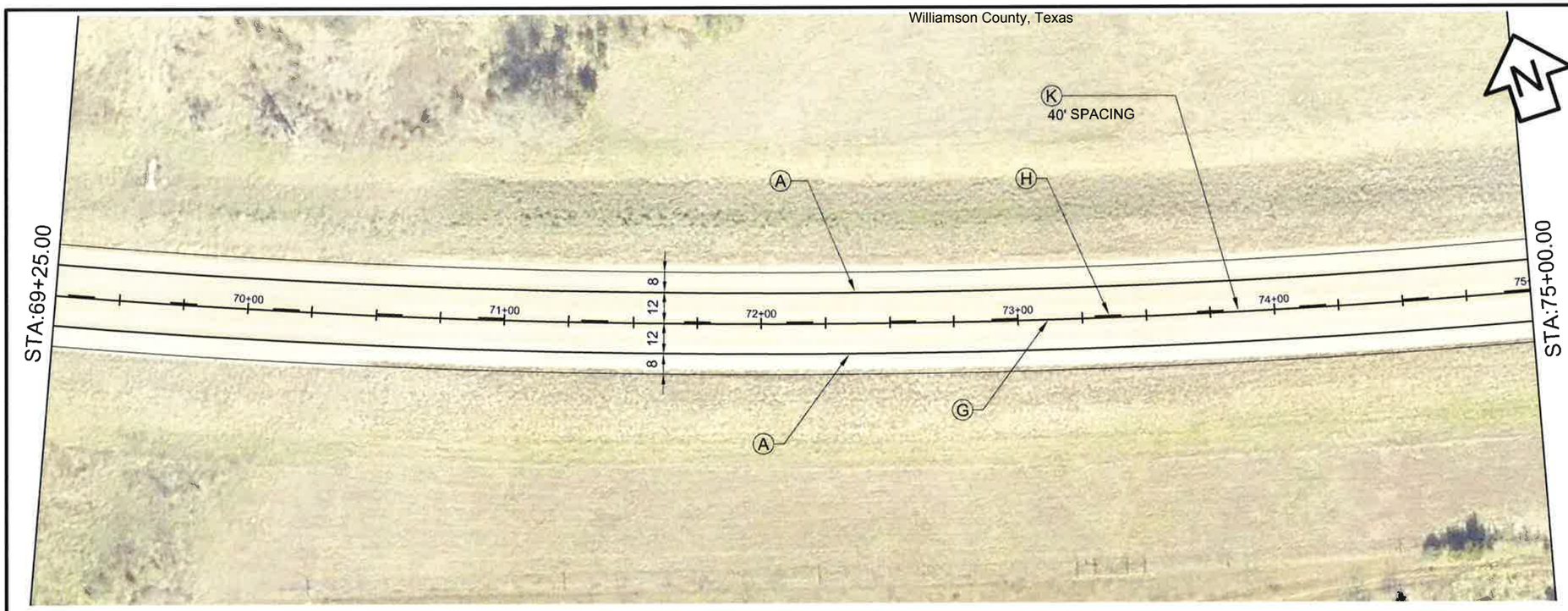
DESIGNED:	KQK
CHECKED:	KQK
CAD DWG:	LEP
CHECKED:	KQK

3151 S.E. INNER LOOP SUITE B
GEORGETOWN, TEXAS 78626
943-3330
www.wilco.org

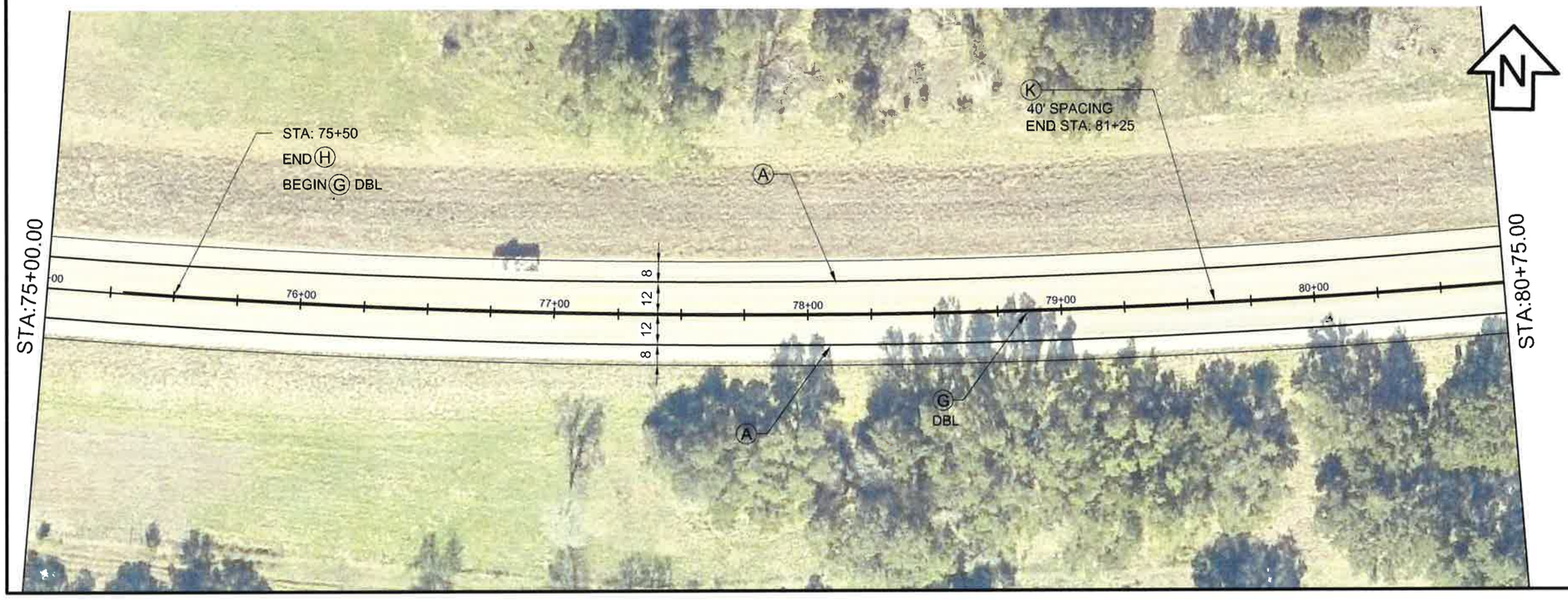
SHEET 10

SHEET TAB: STA 57+75.00 - 69+25.00
PLOTTED BY: kkwan
PLOT TIME: May 22, 2017 - 8:02pm
DRAWING: P:_ROADWAYS\Ronald Reagan Blvd\Ronald Reagan North Ph 3\FY17 Overlay\Drawings\CPlans\Ronald Reagan N Ph 3 FY17 ROADWAY.dwg

Williamson County, Texas



RONALD REAGAN BLVD



50 0 25 50

LEGEND

EXISTING CONCRETE

UNDER SEAL, OVERLAY 2"

AREA TO BE MILLED

- Ⓐ REFL PAV MRK TY I & II (W) 4" (SLD)
- Ⓒ REFL PAV MRK TY I & II (W) 8" (SLD)
- Ⓓ REFL PAV MRK TY I & II (W) 24" (SLD)
- Ⓔ REFL PAV MRK TY I & II (W) (ARROW)
- Ⓕ REFL PAV MRK TY I & II (W) (WORD)
- Ⓖ REFL PAV MRK TY I & II (Y) 4" (SLD)
- Ⓗ REFL PAV MRK TY I & II (Y) 4" (BRK)
- Ⓘ REFL PAV MRK TY I & II (Y) 24" (SLD)
- Ⓙ REFL PAV MRK TY I-C
- Ⓚ REFL PAV MRK TY II-A-A
- Ⓛ REFL PAV MRK TY I & II (W) 4" (BRK)
- Ⓜ REFL PAV MRK TY I & II (w) (DBL ARROW)

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STATE OF TEXAS
KON Q. KWAN
90584
LICENSED PROFESSIONAL ENGINEER

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NO	REVISION	BY	DATE

WILLIAMSON COUNTY
DEPT. OF INFRASTRUCTURE
ROAD & BRIDGE DIVISION

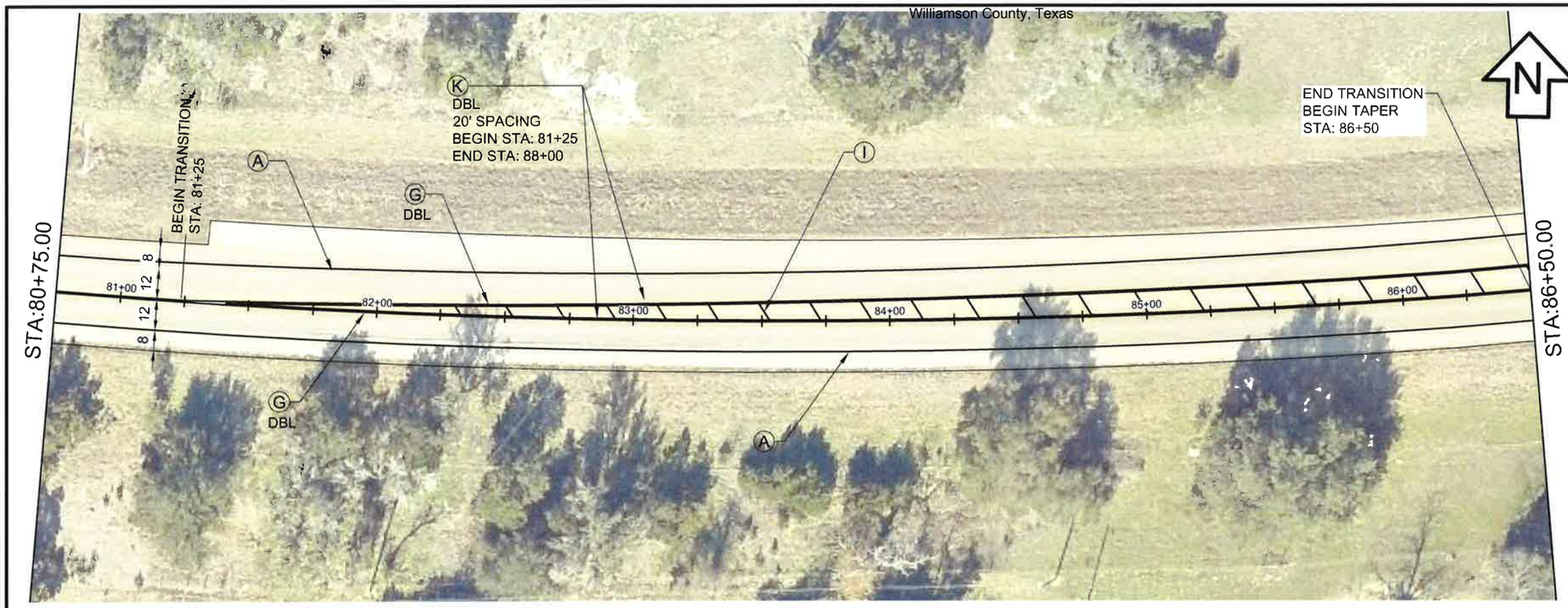
RONALD REAGAN BLVD FROM
RM 2338 TO SH 195 FY 17
OVERLAY & STRIPING

DESIGNED:	KQK
CHECKED:	KQK
CAD DWG:	LEP
CHECKED:	KQK

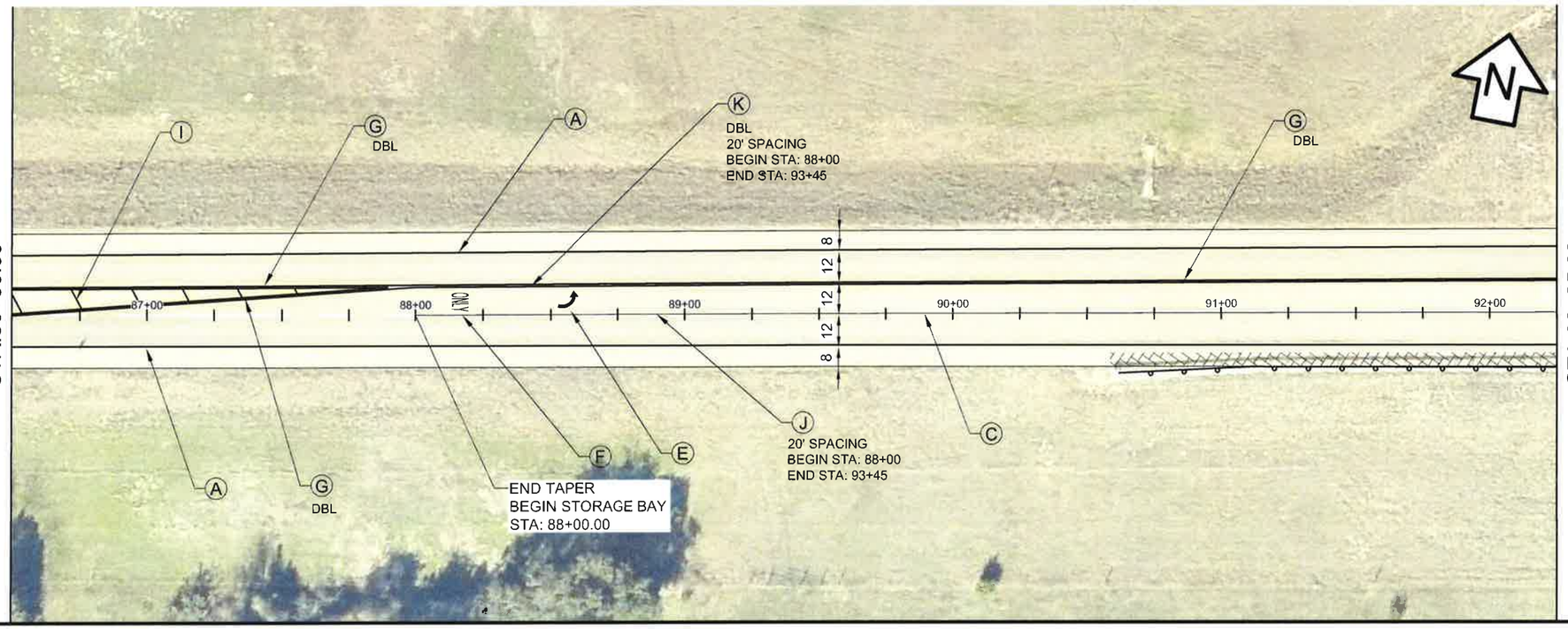
3151 S.E. INNER LOOP SUITE B
GEORGETOWN, TEXAS 78626
943-3330
www.wilco.org

SHEET 11

SHEET TAB: STA 69+25.00 - 80+75.00
PLOTTED BY: kkwan
PLOT TIME: May 22, 2017 - 8:04pm
DRAWING: P:_ROADWAYS\Ronald Reagan Blvd\Ronald Reagan North Ph 3\FY17 Overlay\Drawings\CPlans\Ronald Reagan N Ph 3 FY17 ROADWAY.dwg



RONALD REAGAN BLVD



50 0 25 50

LEGEND

EXISTING CONCRETE

UNDER SEAL, OVERLAY 2"

AREA TO BE MILLED

- (A) REFL PAV MRK TY I & II (W) 4" (SLD)
- (C) REFL PAV MRK TY I & II (W) 8" (SLD)
- (D) REFL PAV MRK TY I & II (W) 24" (SLD)
- (E) REFL PAV MRK TY I & II (W) (ARROW)
- (F) REFL PAV MRK TY I & II (W) (WORD)
- (G) REFL PAV MRK TY I & II (Y) 4" (SLD)
- (H) REFL PAV MRK TY I & II (Y) 4" (BRK)
- (I) REFL PAV MRK TY I & II (Y) 24" (SLD)
- (J) REFL PAV MRK TY I-C
- (K) REFL PAV MRK TY II-A-A
- (L) REFL PAV MRK TY I & II (W) 4" (BRK)
- (M) REFL PAV MRK TY I & II (w) (DBL ARROW)

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STATE OF TEXAS
KON Q. KWAN
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LICENSED
PROFESSIONAL ENGINEER

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NO	REVISION	BY	DATE

WILLIAMSON COUNTY
DEPT. OF INFRASTRUCTURE
ROAD & BRIDGE DIVISION

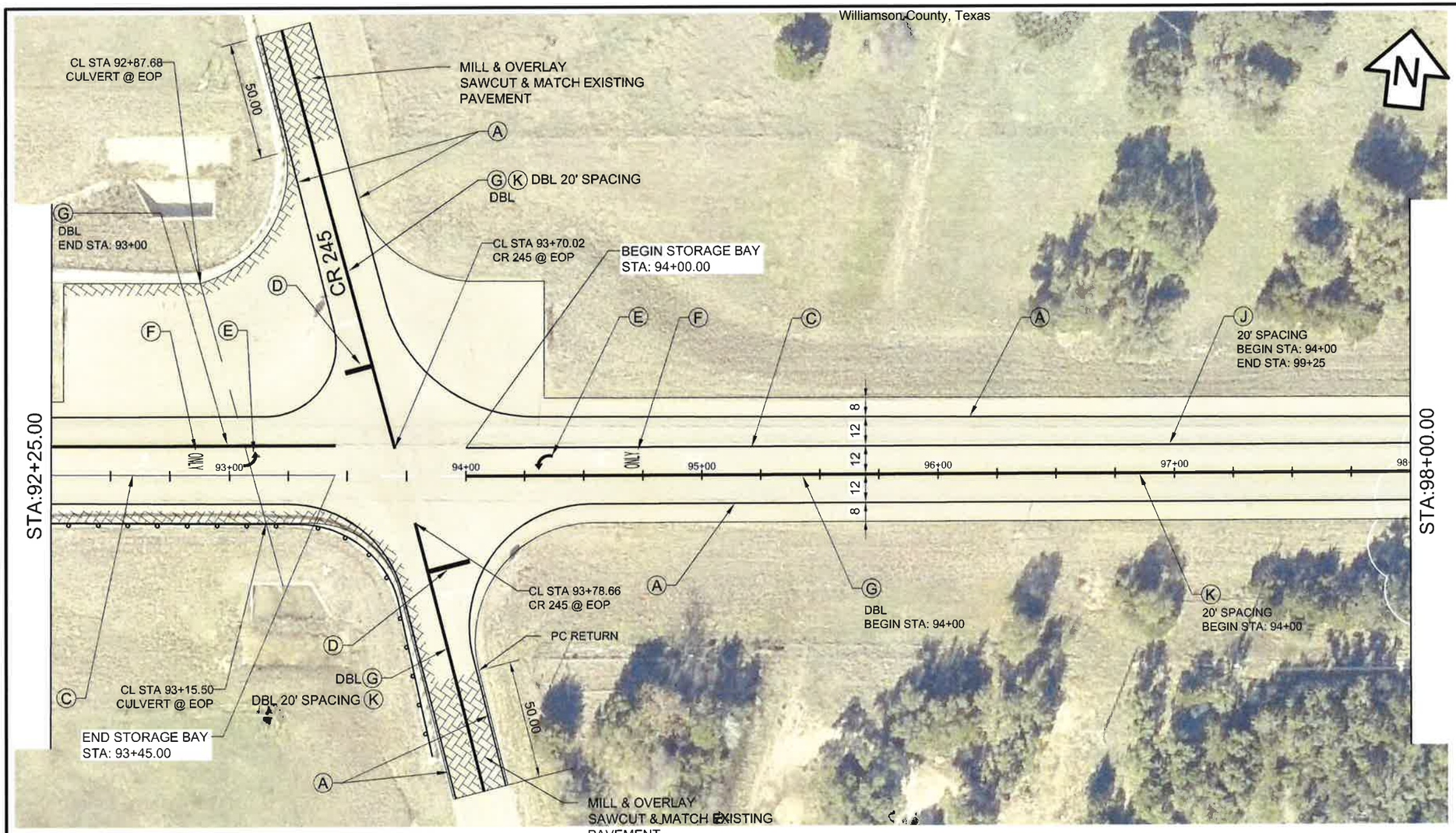
RONALD REAGAN BLVD FROM
RM 2338 TO SH 195 FY 17
OVERLAY & STRIPING

DESIGNED:	KQK
CHECKED:	KQK
CAD DWG:	LEP
CHECKED:	KQK

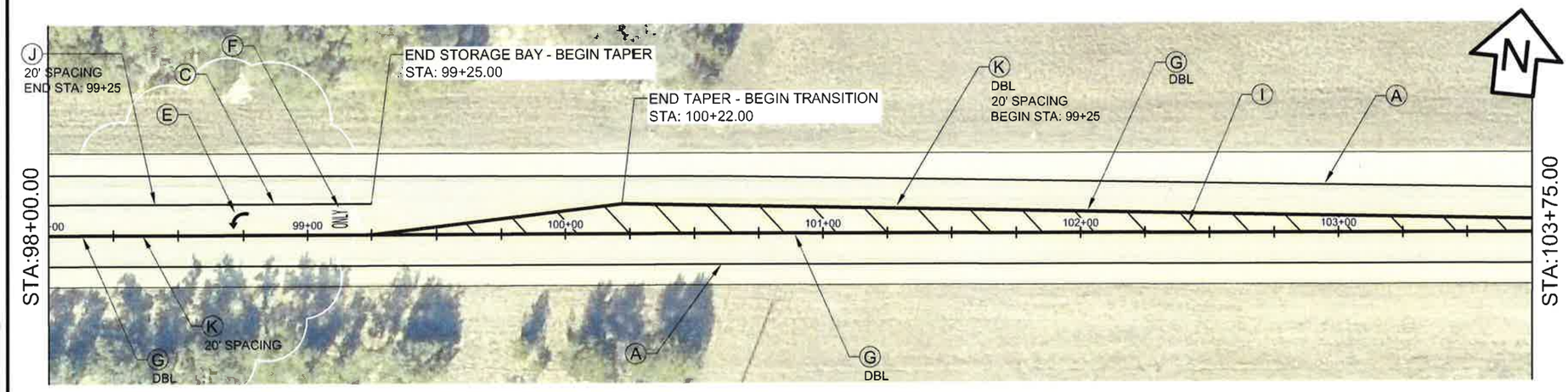
3151 S.E. INNER LOOP SUITE B
GEORGETOWN, TEXAS 78626
943-3330
www.wilco.org

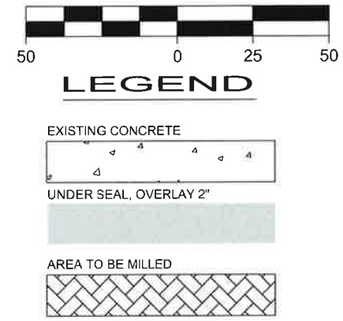
SHEET 12

SHEET TAB: STA 80+75.00 - 92+25.00
PLOTTED BY: kkwan
PLOT TIME: May 22, 2017 - 8:06pm
DRAWING: P:_ROADWAYS\Ronald Reagan Blvd\Ronald Reagan North Ph 3\FY17 Overlay\Drawings\CPlans\Ronald Reagan N Ph 3 FY17 ROADWAY.dwg



RONALD REAGAN BLVD





- (A) REFL PAV MRK TY I & II (W) 4" (SLD)
- (C) REFL PAV MRK TY I & II (W) 8" (SLD)
- (D) REFL PAV MRK TY I & II (W) 24" (SLD)
- (E) REFL PAV MRK TY I & II (W) (ARROW)
- (F) REFL PAV MRK TY I & II (W) (WORD)
- (G) REFL PAV MRK TY I & II (Y) 4" (SLD)
- (H) REFL PAV MRK TY I & II (Y) 4" (BRK)
- (I) REFL PAV MRK TY I & II (Y) 24" (SLD)
- (J) REFL PAV MRK TY I-C
- (K) REFL PAV MRK TY II-A-A
- (L) REFL PAV MRK TY I & II (W) 4" (BRK)
- (M) REFL PAV MRK TY I & II (w) (DBL ARROW)

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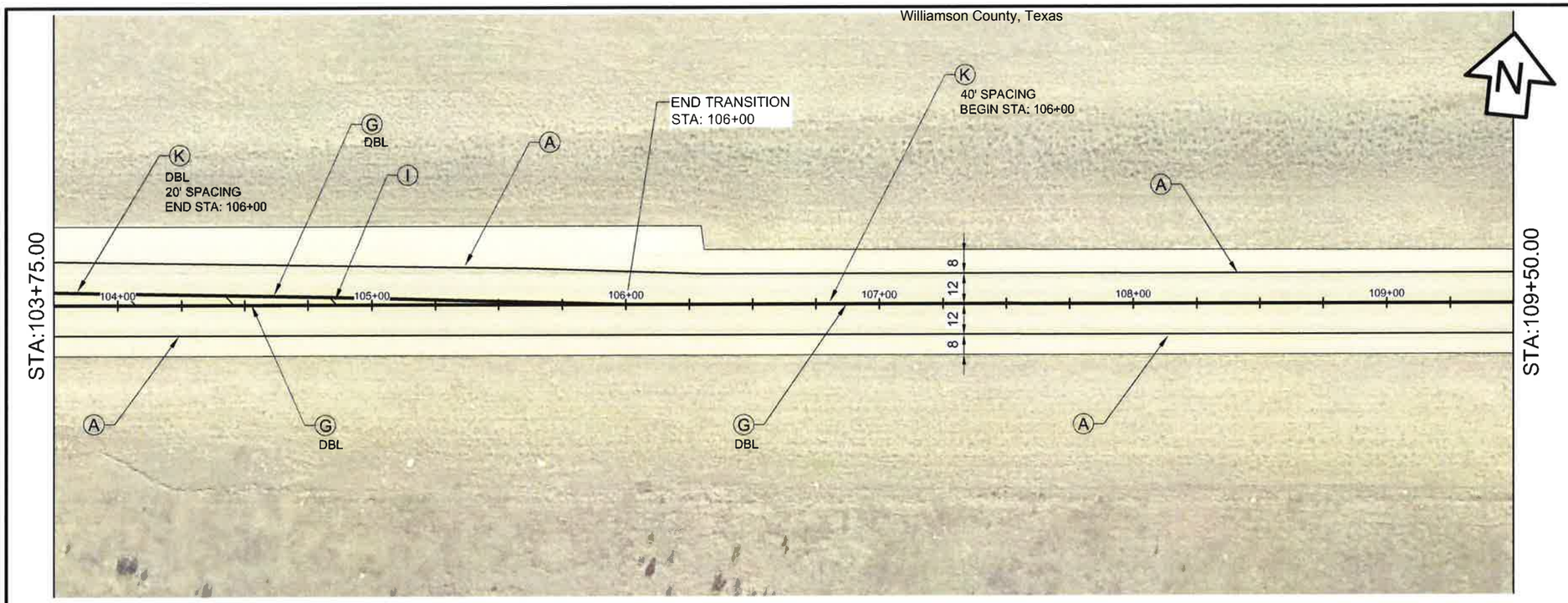
NO	REVISION	BY	DATE

WILLIAMSON COUNTY
DEPT. OF INFRASTRUCTURE
ROAD & BRIDGE DIVISION

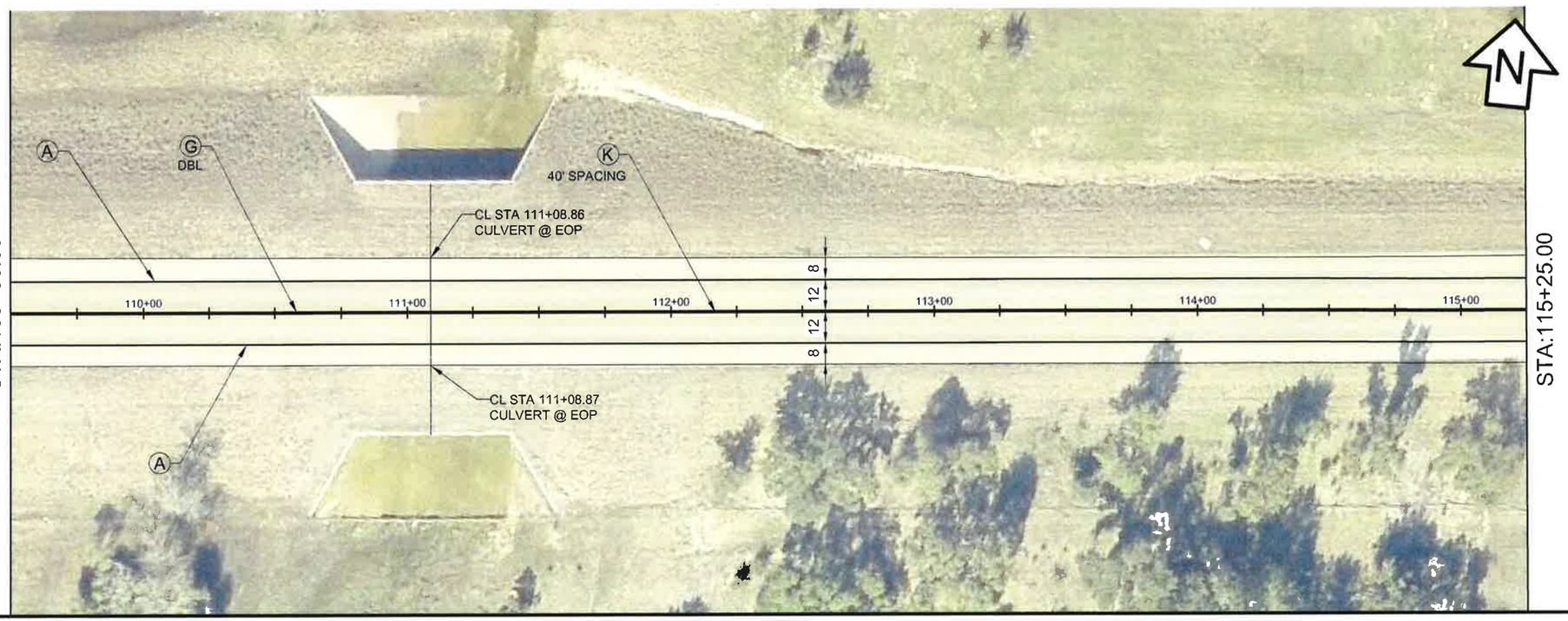
RONALD REAGAN BLVD FROM RM 2338 TO SH 195 FY 17 OVERLAY & STRIPING

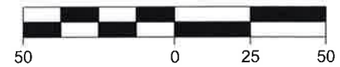
DESIGNED:	KQK	3151 S.E. INNER LOOP SUITE B GEORGETOWN, TEXAS 78626 943-3330 www.wilco.org	SHEET 13
CHECKED:	KQK		
CAD DWG:	LEP		
CHECKED:	KQK		

SHEET TAB: STA 92+25.00 - 103+75.00
PLOTTED BY: kkwan
PLOT TIME: May 22, 2017 - 8:07pm
DRAWING: P:_ROADWAYS\Ronald Reagan Blvd\Ronald Reagan North Ph 3\FY17 Overlay\Drawings\CPlans\Ronald Reagan N Ph 3 FY17 ROADWAY.dwg



RONALD REAGAN BLVD





LEGEND

EXISTING CONCRETE

UNDER SEAL, OVERLAY 2"

AREA TO BE MILLED

- (A) REFL PAV MRK TY I & II (W) 4" (SLD)
- (C) REFL PAV MRK TY I & II (W) 8" (SLD)
- (D) REFL PAV MRK TY I & II (W) 24" (SLD)
- (E) REFL PAV MRK TY I & II (W) (ARROW)
- (F) REFL PAV MRK TY I & II (W) (WORD)
- (G) REFL PAV MRK TY I & II (Y) 4" (SLD)
- (H) REFL PAV MRK TY I & II (Y) 4" (BRK)
- (I) REFL PAV MRK TY I & II (Y) 24" (SLD)
- (J) REFL PAV MRK TY I-C
- (K) REFL PAV MRK TY II-A-A
- (L) REFL PAV MRK TY I & II (W) 4" (BRK)
- (M) REFL PAV MRK TY I & II (w) (DBL ARROW)

NOTE:

SOME OF THE AERIAL PHOTOGRAPHY SHOWN HAS MINOR SHIFTS IN SOME LOCATIONS. THE ALIGNMENT IS LOCATED WITHIN ACCEPTABLE GIS STANDARDS. CONTRACTOR SHALL VERIFY DRIVEWAY AND CROSS ROAD LOCATIONS PRIOR TO MILL & OVERLAY.

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY KON Q. KWAN, P.E. 90584 ON: 05/22/2017

NO	REVISION	BY	DATE

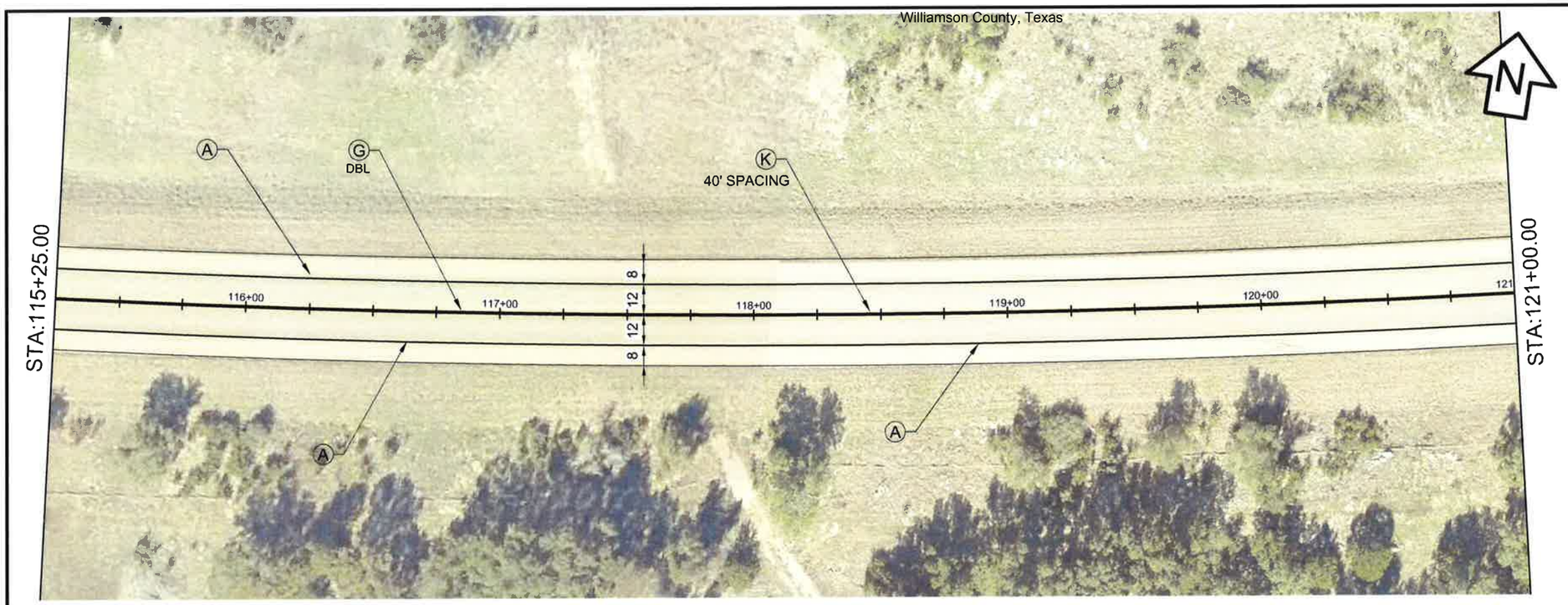
WILLIAMSON COUNTY
DEPT. OF INFRASTRUCTURE
ROAD & BRIDGE DIVISION

RONALD REAGAN BLVD FROM RM 2338 TO SH 195 FY 17 OVERLAY & STRIPING

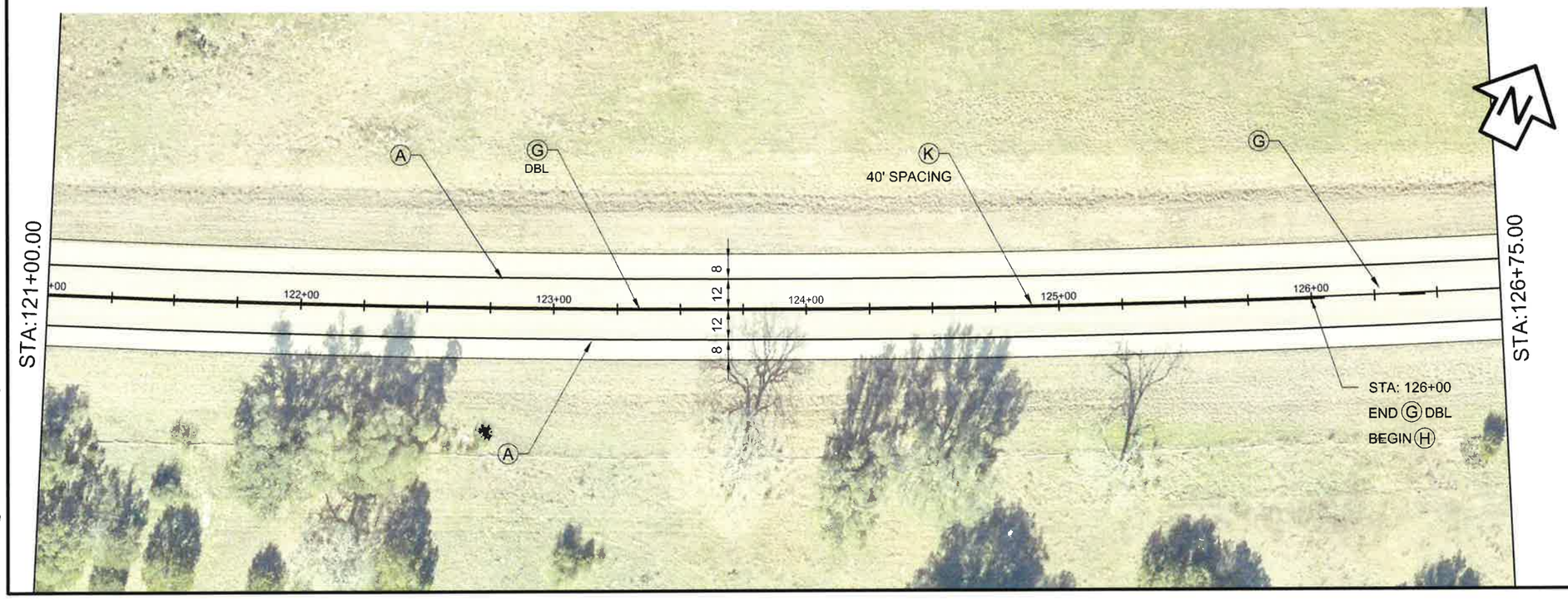
DESIGNED:	KQK	3151 S.E. INNER LOOP SUITE B GEORGETOWN, TEXAS 78626 943-3330 www.wilco.org	SHEET 14
CHECKED:	KQK		
CAD DWG:	LEP		
CHECKED:	KQK		

SHEET TAB: STA 103+75.00 - 115+25.00
PLOTTED BY: kkwan
PLOT TIME: May 22, 2017 - 8:08pm
DRAWING: P:_ROADWAYS\Ronald Reagan Blvd\Ronald Reagan North Ph 3\FY17 Overlay\Drawings\CPlans\Ronald Reagan N Ph 3 FY17 ROADWAY.dwg

Williamson County, Texas



RONALD REAGAN BLVD



50 0 25 50

LEGEND

EXISTING CONCRETE

UNDER SEAL, OVERLAY 2"

AREA TO BE MILLED

- (A) REFL PAV MRK TY I & II (W) 4" (SLD)
- (C) REFL PAV MRK TY I & II (W) 8" (SLD)
- (D) REFL PAV MRK TY I & II (W) 24" (SLD)
- (E) REFL PAV MRK TY I & II (W) (ARROW)
- (F) REFL PAV MRK TY I & II (W) (WORD)
- (G) REFL PAV MRK TY I & II (Y) 4" (SLD)
- (H) REFL PAV MRK TY I & II (Y) 4" (BRK)
- (I) REFL PAV MRK TY I & II (Y) 24" (SLD)
- (J) REFL PAV MRK TY I-C
- (K) REFL PAV MRK TY II-A-A
- (L) REFL PAV MRK TY I & II (W) 4" (BRK)
- (M) REFL PAV MRK TY I & II (w) (DBL ARROW)

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STATE OF TEXAS
KON Q. KWAN
90584
LICENSED
PROFESSIONAL ENGINEER

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY KON Q. KWAN, P.E. 90584 ON: 05/22/2017

NO	REVISION	BY	DATE

WILLIAMSON COUNTY
DEPT. OF INFRASTRUCTURE
ROAD & BRIDGE DIVISION

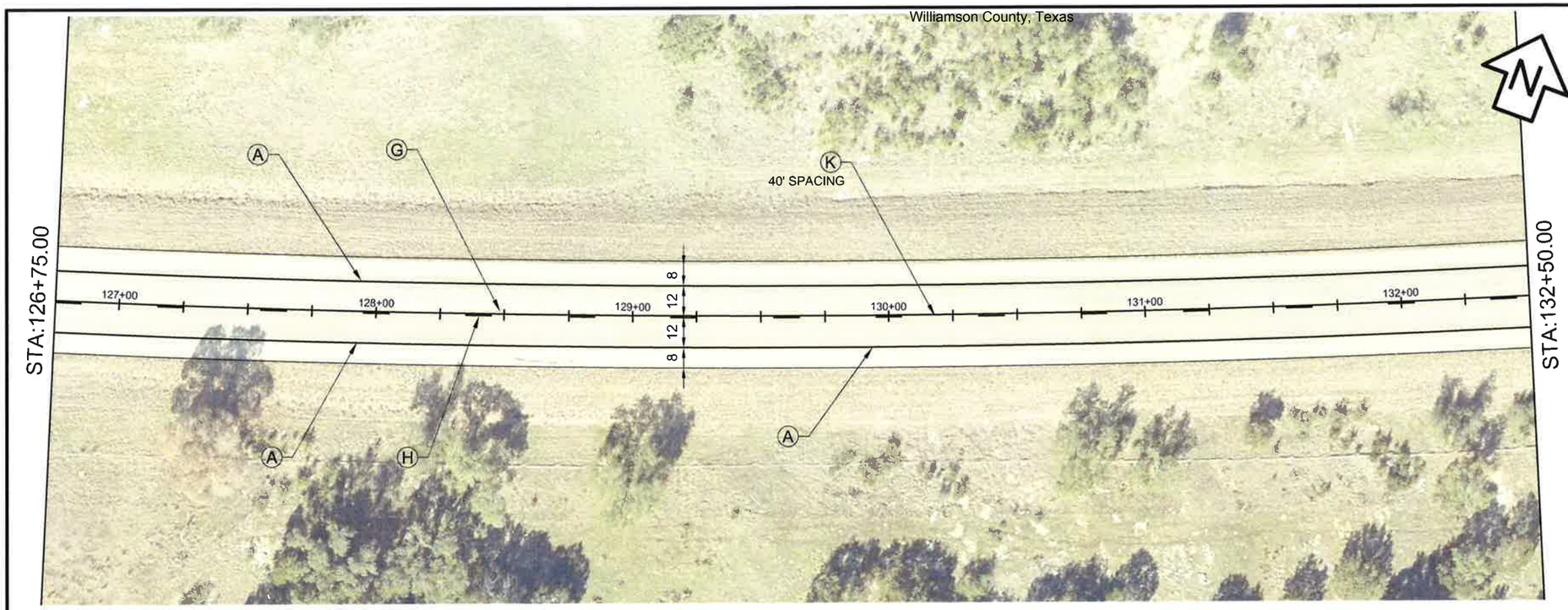
RONALD REAGAN BLVD FROM RM 2338 TO SH 195 FY 17 OVERLAY & STRIPING

DESIGNED:	KQK
CHECKED:	KQK
CAD DWG:	LEP
CHECKED:	KQK

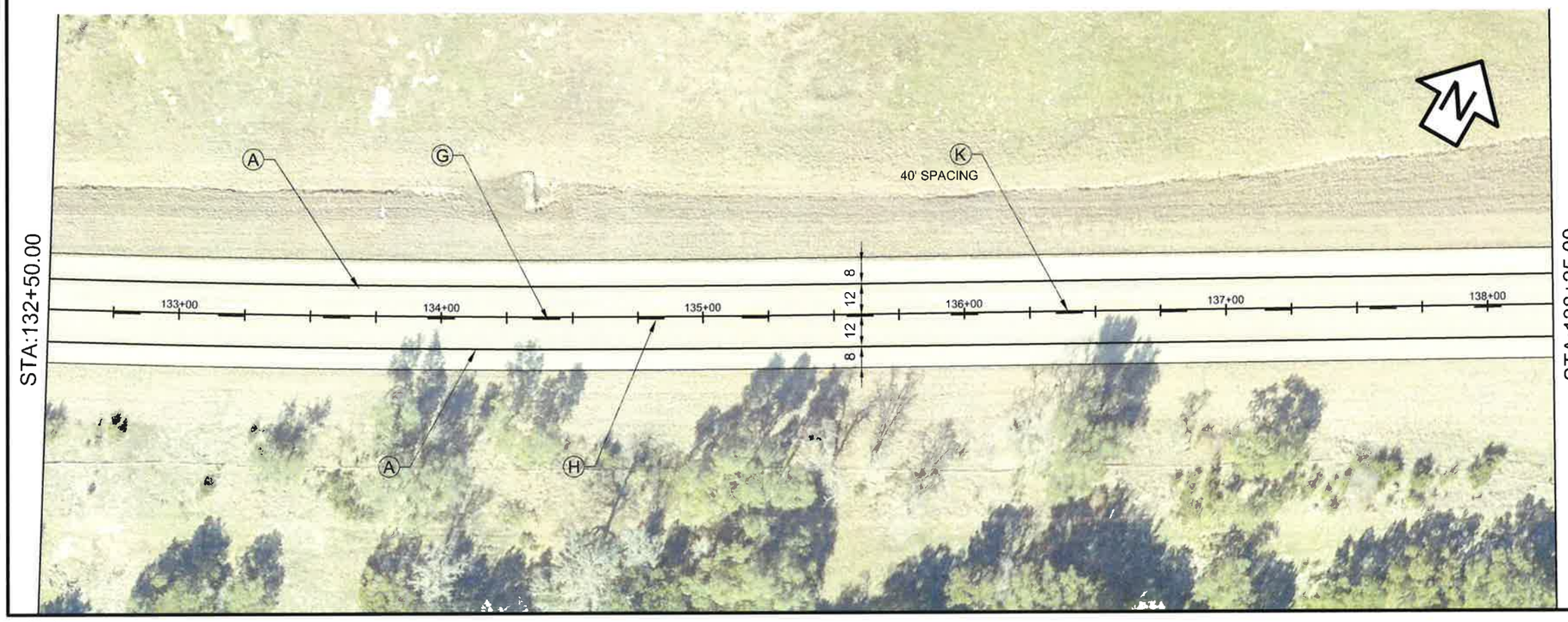
3151 S.E. INNER LOOP SUITE B
GEORGETOWN, TEXAS 78626
943-3330
www.wilco.org

SHEET 15

SHEET TAB: STA 115+25.00 - 126+75.00
PLOTTED BY: kkwan
PLOT TIME: May 22, 2017 - 8:10pm
DRAWING: P:_ROADWAYS\Ronald Reagan Blvd\Ronald Reagan North Ph 3\FY17 Overlay\Drawings\CPlans\Ronald Reagan N Ph 3 FY17 ROADWAY.dwg



RONALD REAGAN BLVD



50 0 25 50

LEGEND

EXISTING CONCRETE

UNDER SEAL, OVERLAY 2"

AREA TO BE MILLED

- (A) REFL PAV MRK TY I & II (W) 4" (SLD)
- (C) REFL PAV MRK TY I & II (W) 8" (SLD)
- (D) REFL PAV MRK TY I & II (W) 24" (SLD)
- (E) REFL PAV MRK TY I & II (W) (ARROW)
- (F) REFL PAV MRK TY I & II (W) (WORD)
- (G) REFL PAV MRK TY I & II (Y) 4" (SLD)
- (H) REFL PAV MRK TY I & II (Y) 4" (BRK)
- (I) REFL PAV MRK TY I & II (Y) 24" (SLD)
- (J) REFL PAV MRK TY I-C
- (K) REFL PAV MRK TY II-A-A
- (L) REFL PAV MRK TY I & II (W) 4" (BRK)
- (M) REFL PAV MRK TY I & II (w) (DBL ARROW)

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STATE OF TEXAS
KON Q. KWAN
90584
LICENSED
PROFESSIONAL ENGINEER

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY KON Q. KWAN, P.E. 90584 ON: 05/22/2017

NO	REVISION	BY	DATE

WILLIAMSON COUNTY
1848

WILLIAMSON COUNTY
DEPT. OF INFRASTRUCTURE
ROAD & BRIDGE DIVISION

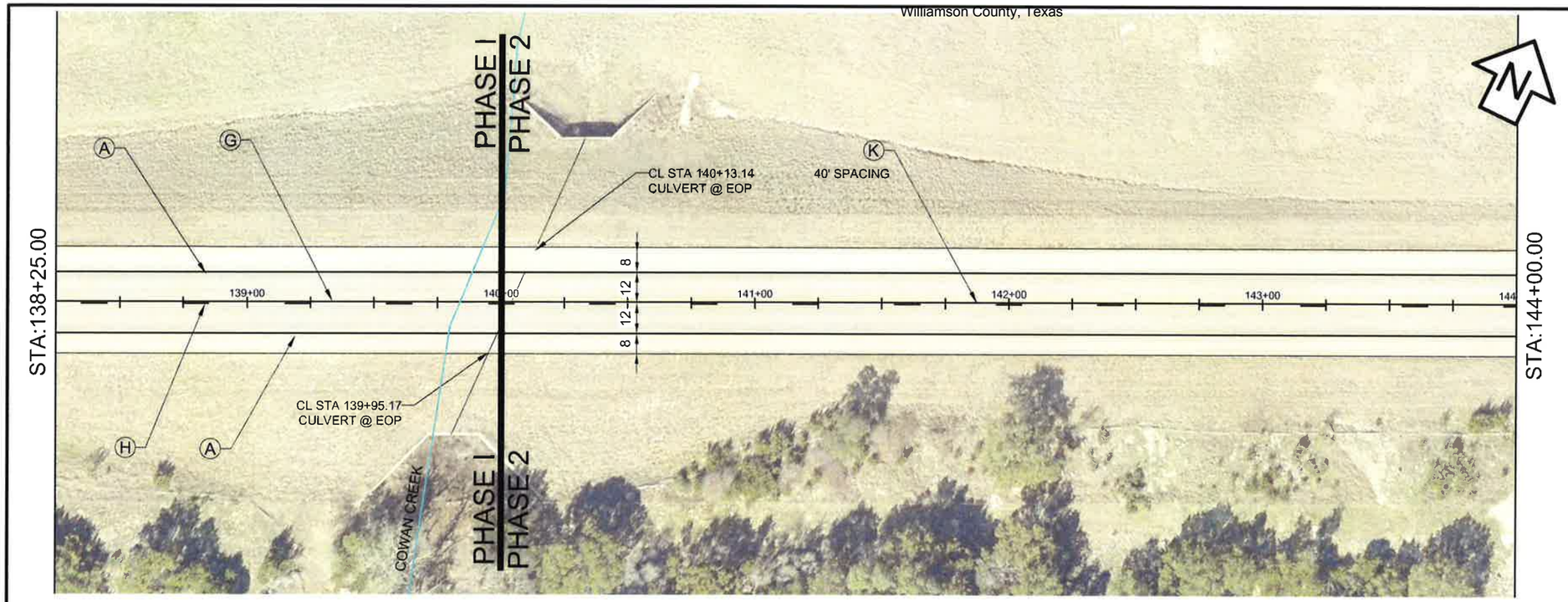
RONALD REAGAN BLVD FROM RM 2338 TO SH 195 FY 17 OVERLAY & STRIPING

DESIGNED:	KQK
CHECKED:	KQK
CAD DWG:	LEP
CHECKED:	KQK

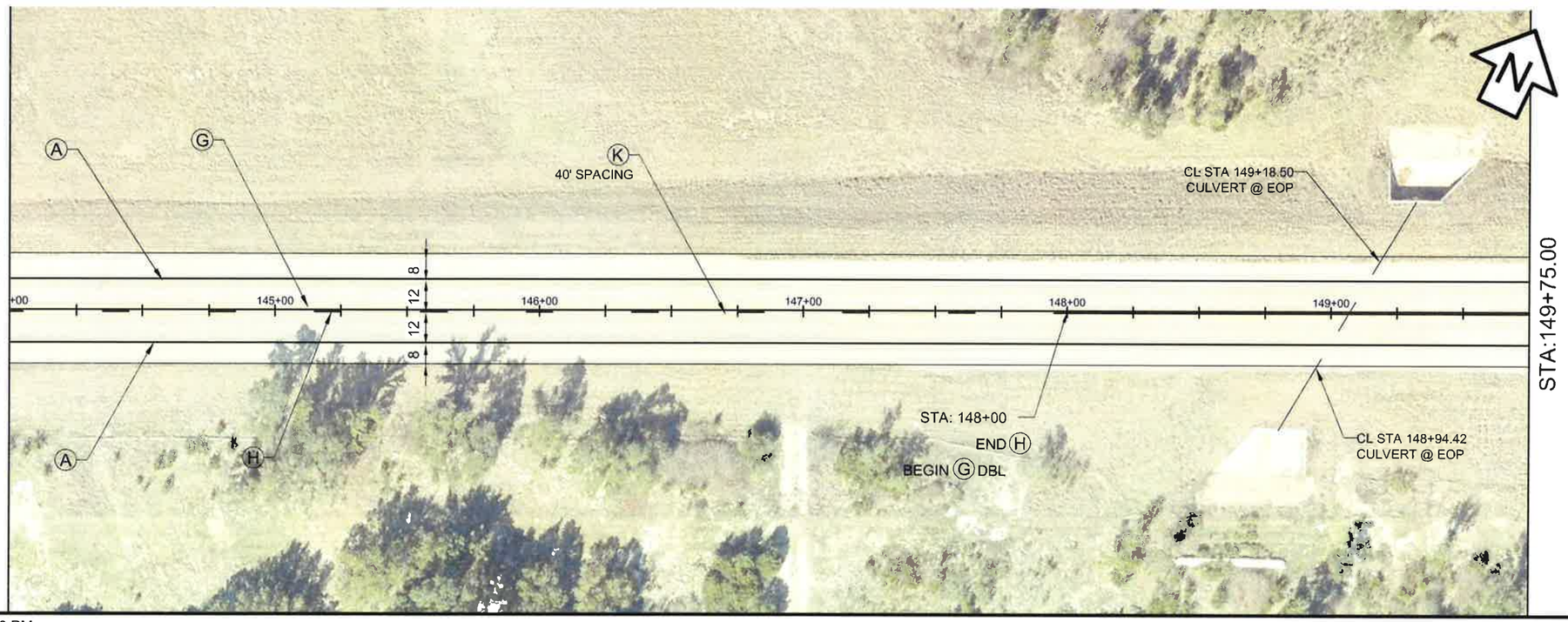
3151 S.E. INNER LOOP SUITE B
GEORGETOWN, TEXAS 78626
943-3330
www.wilco.org

SHEET 16

SHEET TAB: STA 126+75.00 - 138+25.00
PLOTTED BY: kkwan
PLOT TIME: May 22, 2017 - 8:11pm
DRAWING: P:_ROADWAYS\Ronald Reagan Blvd\Ronald Reagan North Ph 3\FY17 Overlay\Drawings\CPlans\Ronald Reagan N Ph 3 FY17 ROADWAY.dwg



RONALD REAGAN BLVD



50 0 25 50

LEGEND

EXISTING CONCRETE

UNDER SEAL, OVERLAY 2"

AREA TO BE MILLED

- (A) REFL PAV MRK TY I & II (W) 4" (SLD)
- (C) REFL PAV MRK TY I & II (W) 8" (SLD)
- (D) REFL PAV MRK TY I & II (W) 24" (SLD)
- (E) REFL PAV MRK TY I & II (W) (ARROW)
- (F) REFL PAV MRK TY I & II (W) (WORD)
- (G) REFL PAV MRK TY I & II (Y) 4" (SLD)
- (H) REFL PAV MRK TY I & II (Y) 4" (BRK)
- (I) REFL PAV MRK TY I & II (Y) 24" (SLD)
- (J) REFL PAV MRK TY I-C
- (K) REFL PAV MRK TY II-A-A
- (L) REFL PAV MRK TY I & II (W) 4" (BRK)
- (M) REFL PAV MRK TY I & II (w) (DBL ARROW)

NOTE:

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STATE OF TEXAS
KON Q. KWAN
90584
LICENSED
PROFESSIONAL ENGINEER

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY KON Q. KWAN, P.E. 90584 ON: 05/22/2017

NO	REVISION	BY	DATE

WILLIAMSON COUNTY
DEPT. OF INFRASTRUCTURE
ROAD & BRIDGE DIVISION

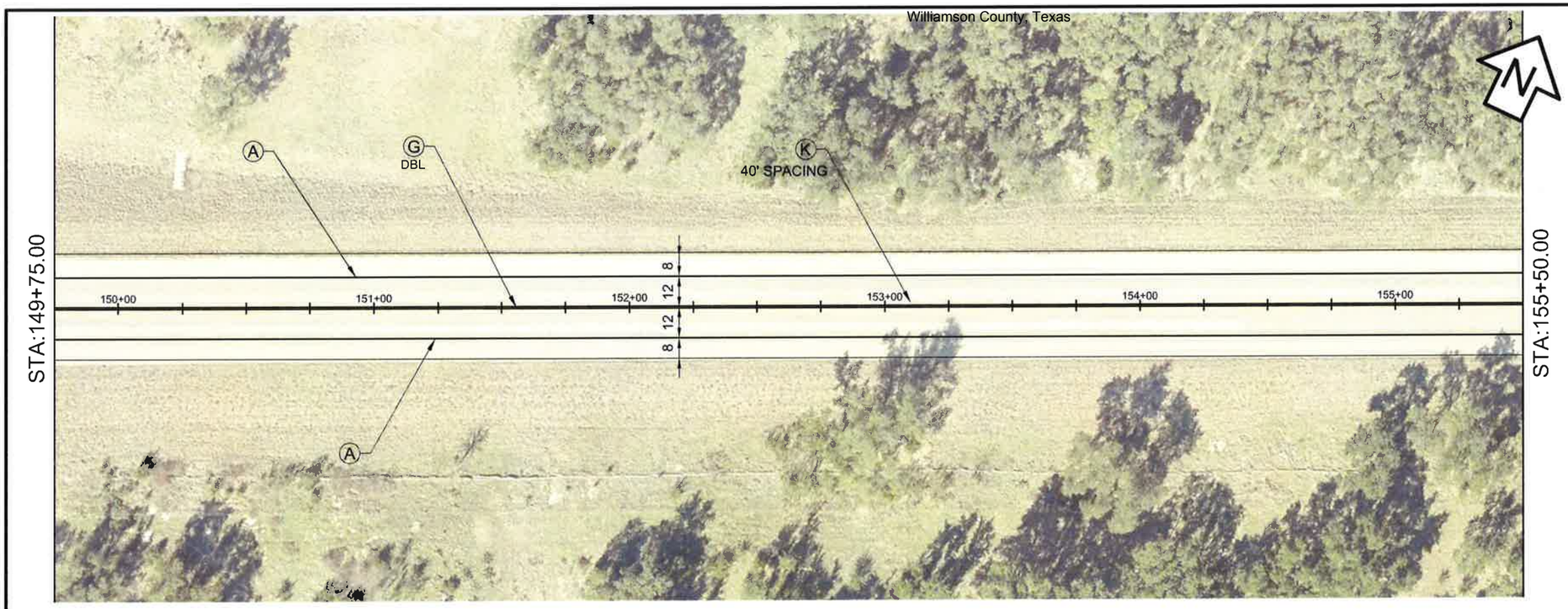
RONALD REAGAN BLVD FROM RM 2338 TO SH 195 FY 17 OVERLAY & STRIPING

DESIGNED:	KQK
CHECKED:	KQK
CAD DWG:	LEP
CHECKED:	KQK

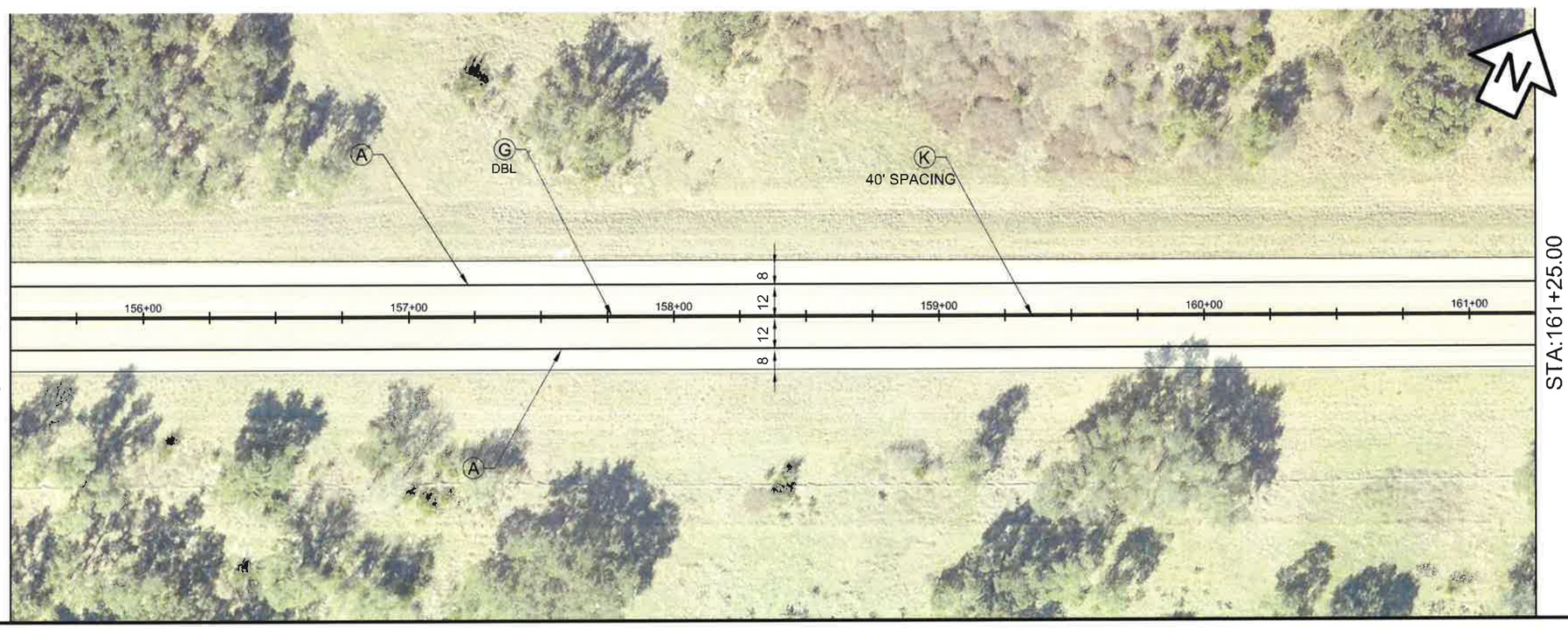
3151 S.E. INNER LOOP SUITE B
GEORGETOWN, TEXAS 78626
943-3330
www.wilco.org

SHEET 17

SHEET TAB: STA 138+25.00 - 149+75.00
PLOTTED BY: kkwan
PLOT TIME: May 22, 2017 - 8:13pm
DRAWING: P:_ROADWAYS\Ronald Reagan Blvd\Ronald Reagan North Ph 3\FY17 Overlay\Drawings\CPlans\Ronald Reagan N Ph 3 FY17 ROADWAY.dwg



RONALD REAGAN BLVD



50 0 25 50

LEGEND

EXISTING CONCRETE

UNDER SEAL, OVERLAY 2"

AREA TO BE MILLED

- (A) REFL PAV MRK TY I & II (W) 4" (SLD)
- (C) REFL PAV MRK TY I & II (W) 8" (SLD)
- (D) REFL PAV MRK TY I & II (W) 24" (SLD)
- (E) REFL PAV MRK TY I & II (W) (ARROW)
- (F) REFL PAV MRK TY I & II (W) (WORD)
- (G) REFL PAV MRK TY I & II (Y) 4" (SLD)
- (H) REFL PAV MRK TY I & II (Y) 4" (BRK)
- (I) REFL PAV MRK TY I & II (Y) 24" (SLD)
- (J) REFL PAV MRK TY I-C
- (K) REFL PAV MRK TY II-A-A
- (L) REFL PAV MRK TY I & II (W) 4" (BRK)
- (M) REFL PAV MRK TY I & II (w) (DBL ARROW)

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STATE OF TEXAS
KON Q. KWAN
90584
LICENSED
PROFESSIONAL ENGINEER

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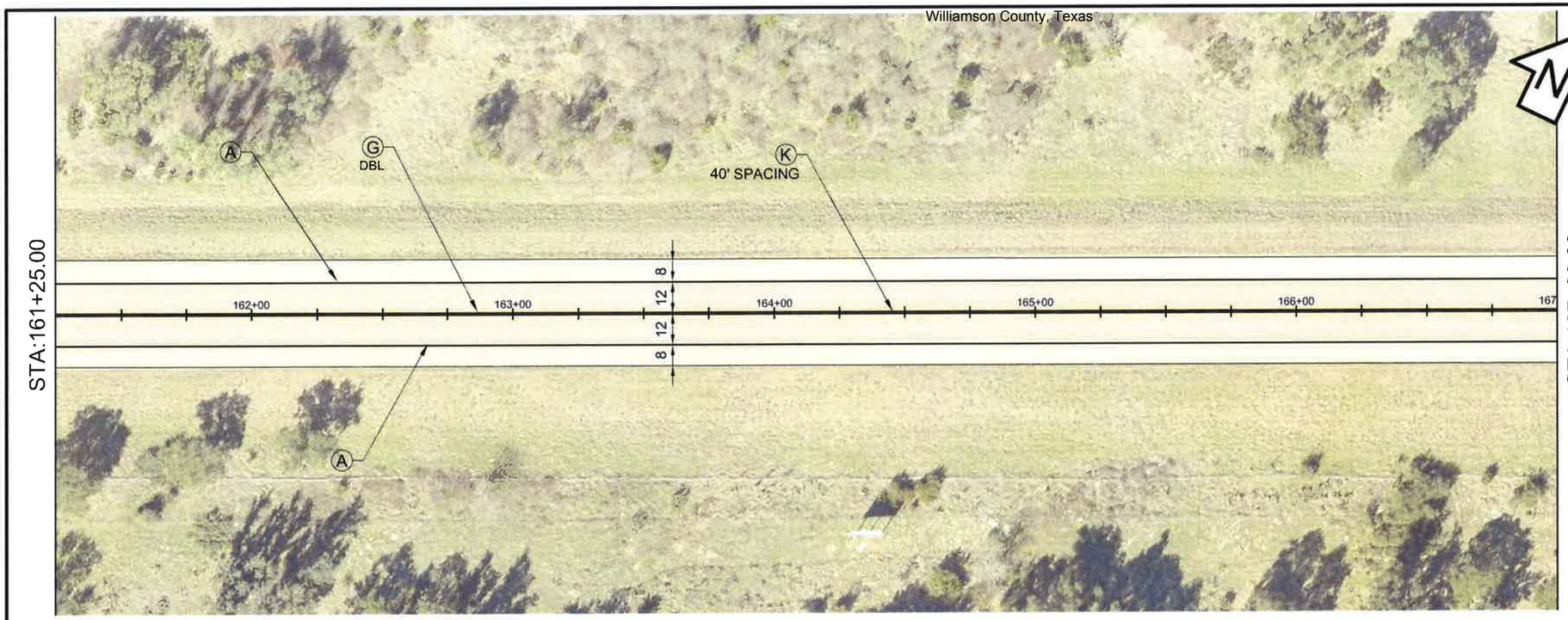
NO	REVISION	BY	DATE

WILLIAMSON COUNTY
DEPT. OF INFRASTRUCTURE
ROAD & BRIDGE DIVISION

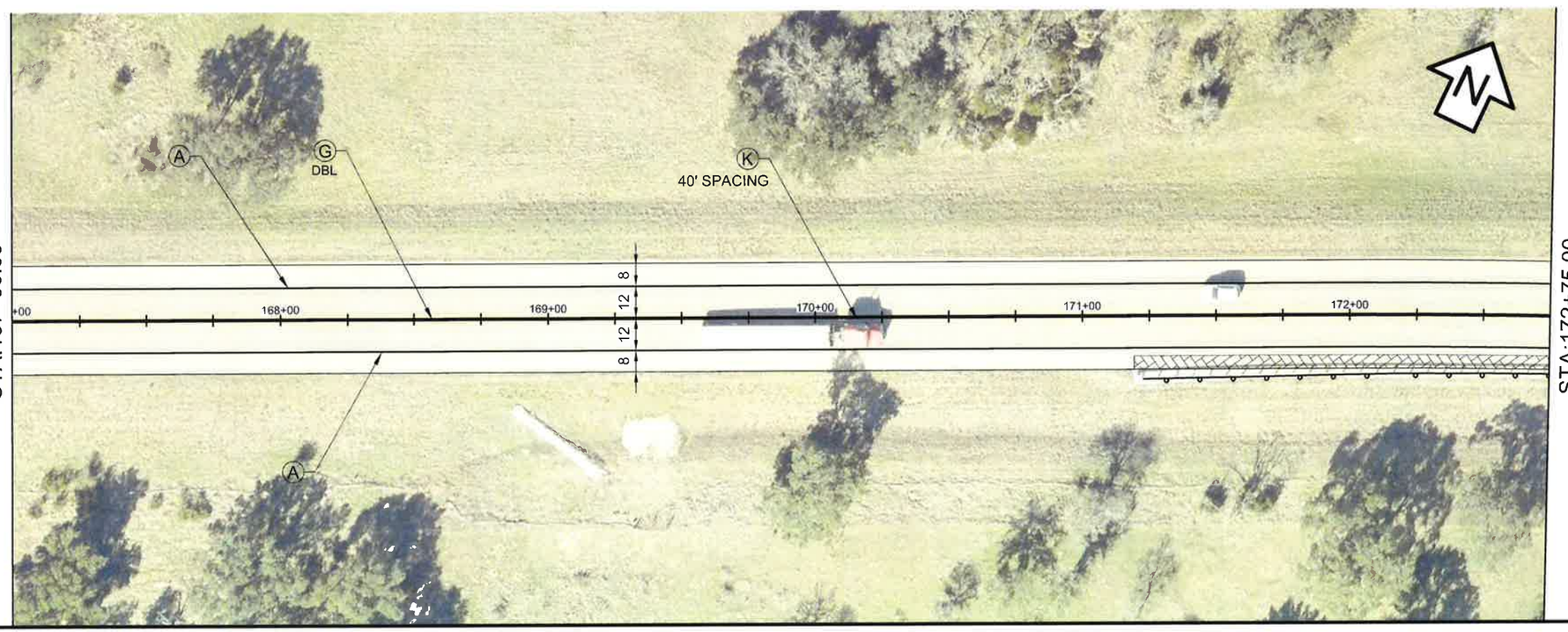
RONALD REAGAN BLVD FROM RM 2338 TO SH 195 FY 17 OVERLAY & STRIPING

DESIGNED:	KQK	3151 S.E. INNER LOOP SUITE B GEORGETOWN, TEXAS 78626 943-3330 www.wilco.org	SHEET 18
CHECKED:	KQK		
CAD DWG:	LEP		
CHECKED:	KQK		

SHEET TAB: STA 149+75.00 - 161+25.00
PLOTTED BY: kkwan
PLOT TIME: May 22, 2017 - 8:15pm
DRAWING: P:_ROADWAYS\Ronald Reagan Blvd\Ronald Reagan North Ph 3\FY17 Overlay\Drawings\CPlans\Ronald Reagan N Ph 3 FY17 ROADWAY.dwg



RONALD REAGAN BLVD



50 0 25 50

LEGEND

EXISTING CONCRETE

UNDER SEAL, OVERLAY 2"

AREA TO BE MILLED

- (A) REFL PAV MRK TY I & II (W) 4" (SLD)
- (C) REFL PAV MRK TY I & II (W) 8" (SLD)
- (D) REFL PAV MRK TY I & II (W) 24" (SLD)
- (E) REFL PAV MRK TY I & II (W) (ARROW)
- (F) REFL PAV MRK TY I & II (W) (WORD)
- (G) REFL PAV MRK TY I & II (Y) 4" (SLD)
- (H) REFL PAV MRK TY I & II (Y) 4" (BRK)
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- (J) REFL PAV MRK TY I-C
- (K) REFL PAV MRK TY II-A-A
- (L) REFL PAV MRK TY I & II (W) 4" (BRK)
- (M) REFL PAV MRK TY I & II (w) (DBL ARROW)

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STATE OF TEXAS
KON Q. KWAN
90584
LICENSED
PROFESSIONAL ENGINEER

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NO	REVISION	BY	DATE

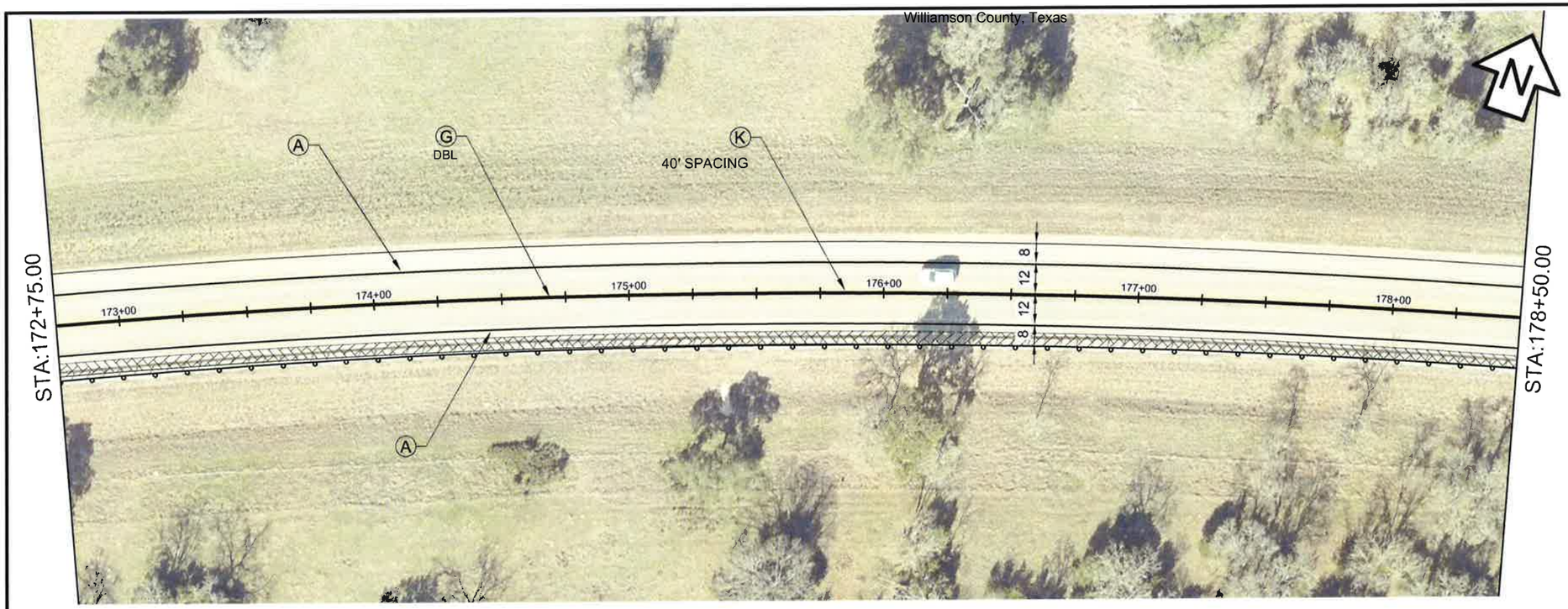
WILLIAMSON COUNTY
DEPT. OF INFRASTRUCTURE
ROAD & BRIDGE DIVISION

RONALD REAGAN BLVD FROM RM 2338 TO SH 195 FY 17 OVERLAY & STRIPING

DESIGNED: KQK	3151 S.E. INNER LOOP SUITE B GEORGETOWN, TEXAS 78626 943-3330 www.wilco.org	SHEET 19
CHECKED: KQK		
CAD DWG: LEP		
CHECKED: KQK		

SHEET TAB: STA 161+25.00 - 172+75.00
PLOTTED BY: kkwan
PLOT TIME: May 22, 2017 - 8:17pm
DRAWING: P:_ROADWAY\S\Ronald Reagan Blvd\Ronald Reagan North Ph 3\FY17 Overlay\Drawings\CPlans\Ronald Reagan N Ph 3 FY17 ROADWAY.dwg

Williamson County, Texas



50 0 25 50

LEGEND

EXISTING CONCRETE

UNDER SEAL, OVERLAY 2"

AREA TO BE MILLED

- (A) REFL PAV MRK TY I & II (W) 4" (SLD)
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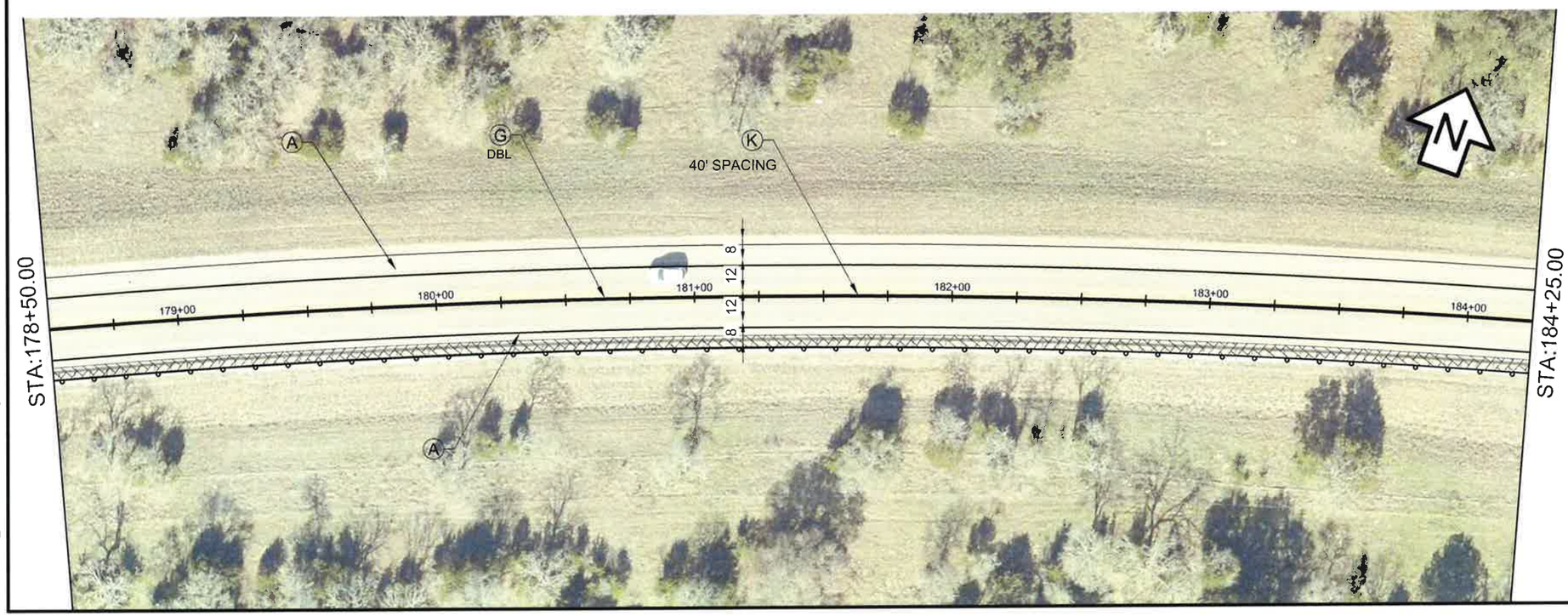
RONALD REAGAN BLVD



STATE OF TEXAS
KON Q. KWAN
90584
LICENSED
PROFESSIONAL ENGINEER

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY KON Q. KWAN, P.E. 90584 ON: 05/22/2017

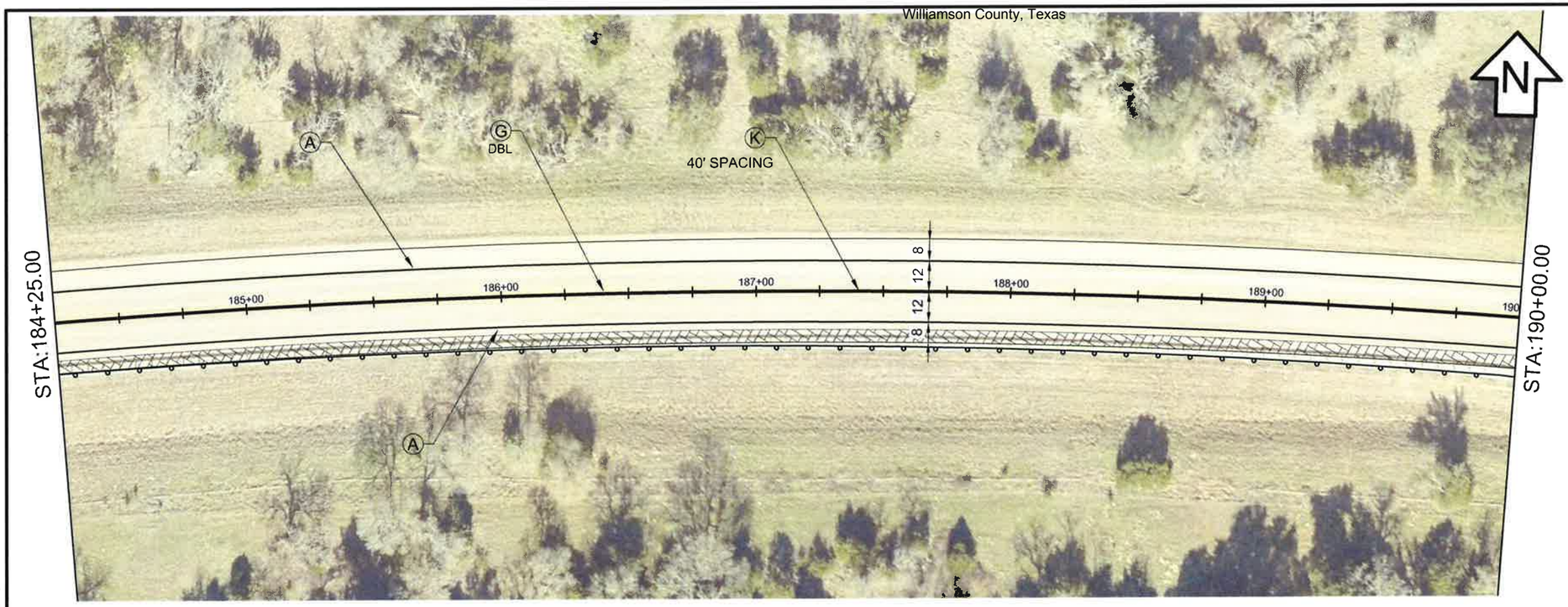
NO	REVISION	BY	DATE

WILLIAMSON COUNTY
DEPT. OF INFRASTRUCTURE
ROAD & BRIDGE DIVISION

RONALD REAGAN BLVD FROM RM 2338 TO SH 195 FY 17 OVERLAY & STRIPING

DESIGNED: KQK	3151 S.E. INNER LOOP SUITE B GEORGETOWN, TEXAS 78626 943-3330 www.wilco.org	SHEET 20
CHECKED: KQK		
CAD DWG: LEP		
CHECKED: KQK		

SHEET TAB: STA 172+75.00 - 184+25.00
PLOTTED BY: kkwan
PLOT TIME: May 22, 2017 - 8:19pm
DRAWING: P:_ROADWAYS\Ronald Reagan Blvd\Ronald Reagan North Ph 3\FY 17 Overlay\Drawings\CPlans\Ronald Reagan N Ph 3 FY17 ROADWAY.dwg



50 0 25 50

LEGEND

EXISTING CONCRETE

UNDER SEAL, OVERLAY 2"

AREA TO BE MILLED

- (A) REFL PAV MRK TY I & II (W) 4" (SLD)
- (C) REFL PAV MRK TY I & II (W) 8" (SLD)
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- (F) REFL PAV MRK TY I & II (W) (WORD)
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- (K) REFL PAV MRK TY II-A-A
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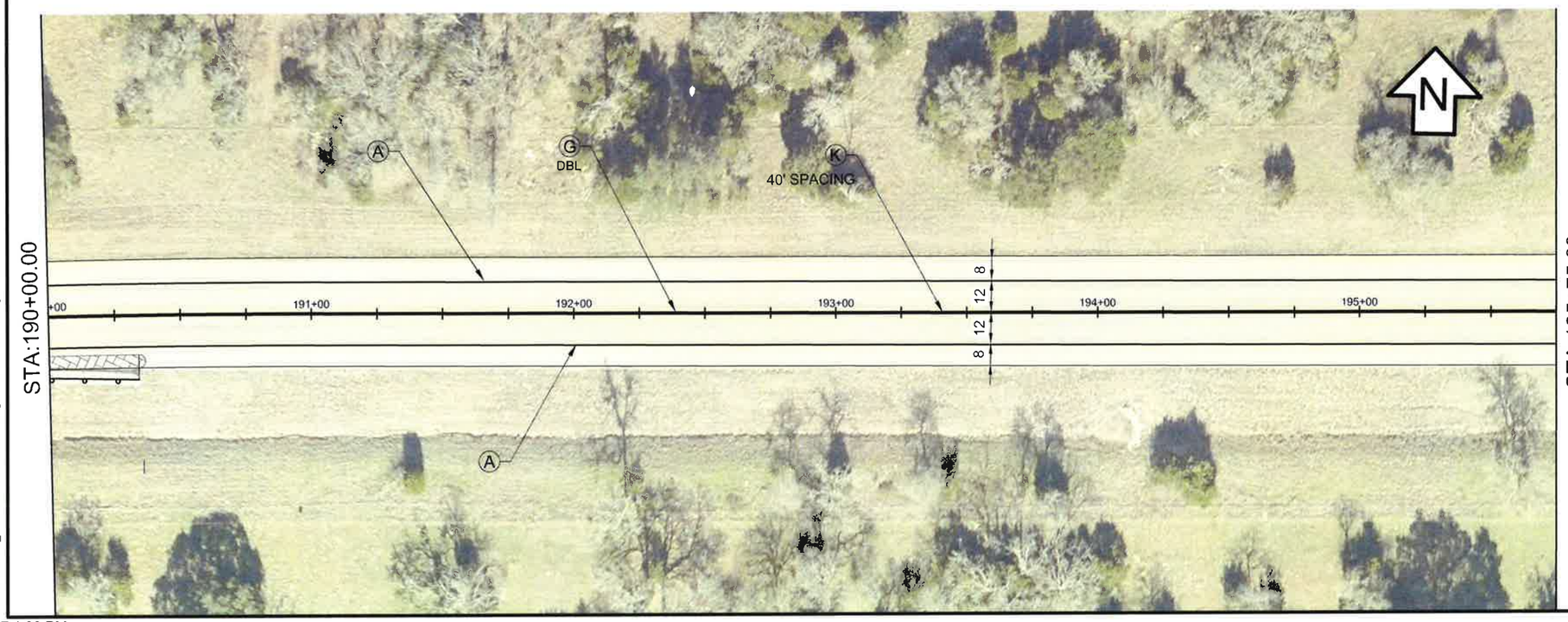
RONALD REAGAN BLVD



STATE OF TEXAS
KON Q. KWAN
90584
LICENSED
PROFESSIONAL ENGINEER

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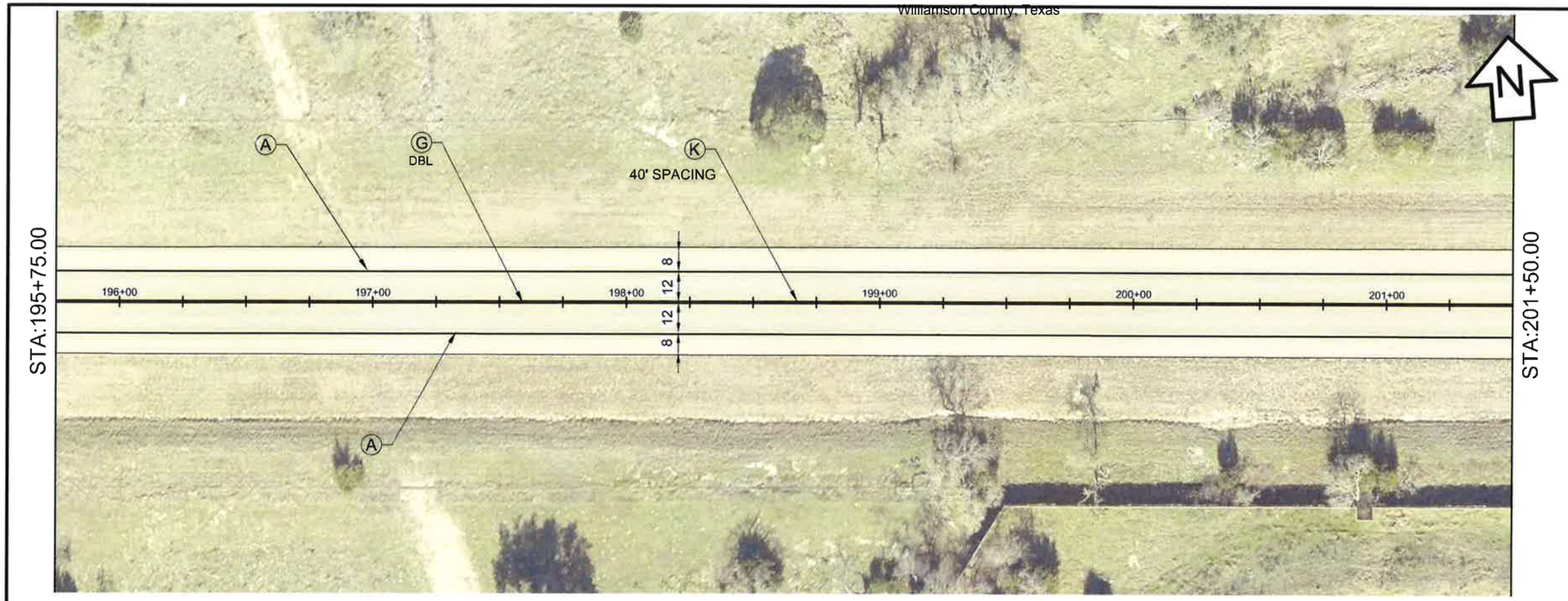
NO	REVISION	BY	DATE

WILLIAMSON COUNTY
DEPT. OF INFRASTRUCTURE
ROAD & BRIDGE DIVISION

RONALD REAGAN BLVD FROM RM 2338 TO SH 195 FY 17 OVERLAY & STRIPING

DESIGNED:	KQK	3151 S.E. INNER LOOP SUITE B GEORGETOWN, TEXAS 78626 943-3330 www.wilco.org	SHEET 21
CHECKED:	KQK		
CAD DWG:	LEP		
CHECKED:	KQK		

SHEET TAB: STA 184+25.00 - 195+75.00
PLOTTED BY: kkwan
PLOT TIME: May 22, 2017 - 8:21pm
DRAWING: P:_ROADWAYS\Ronald Reagan Blvd\Ronald Reagan North Ph 3\FY17 Overlay\Drawings\CPlans\Ronald Reagan N Ph 3 FY17 ROADWAY.dwg



50 0 25 50

LEGEND

EXISTING CONCRETE

UNDER SEAL, OVERLAY 2"

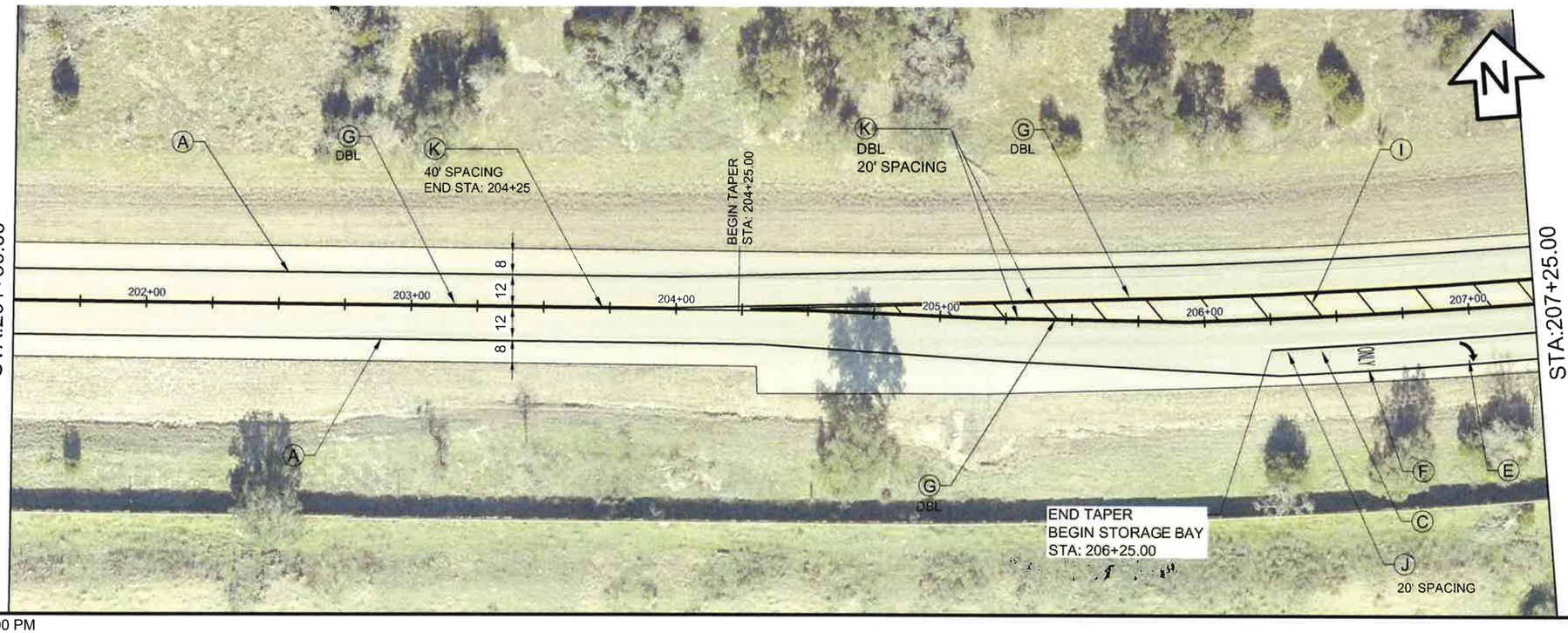
AREA TO BE MILLED

- (A) REFL PAV MRK TY I & II (W) 4" (SLD)
- (C) REFL PAV MRK TY I & II (W) 8" (SLD)
- (D) REFL PAV MRK TY I & II (W) 24" (SLD)
- (E) REFL PAV MRK TY I & II (W) (ARROW)
- (F) REFL PAV MRK TY I & II (W) (WORD)
- (G) REFL PAV MRK TY I & II (Y) 4" (SLD)
- (H) REFL PAV MRK TY I & II (Y) 4" (BRK)
- (I) REFL PAV MRK TY I & II (Y) 24" (SLD)
- (J) REFL PAV MRK TY I-C
- (K) REFL PAV MRK TY II-A-A
- (L) REFL PAV MRK TY I & II (W) 4" (BRK)
- (M) REFL PAV MRK TY I & II (w) (DBL ARROW)

NOTE:

SOME OF THE AERIAL PHOTOGRAPHY SHOWN HAS MINOR SHIFTS IN SOME LOCATIONS. THE ALIGNMENT IS LOCATED WITHIN ACCEPTABLE GIS STANDARDS. CONTRACTOR SHALL VERIFY DRIVEWAY AND CROSS ROAD LOCATIONS PRIOR TO MILL & OVERLAY.

RONALD REAGAN BLVD



STATE OF TEXAS
KON Q. KWAN
90584
LICENSED
PROFESSIONAL ENGINEER

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY KON Q. KWAN, P.E. 90584 ON: 05/22/2017

NO	REVISION	BY	DATE

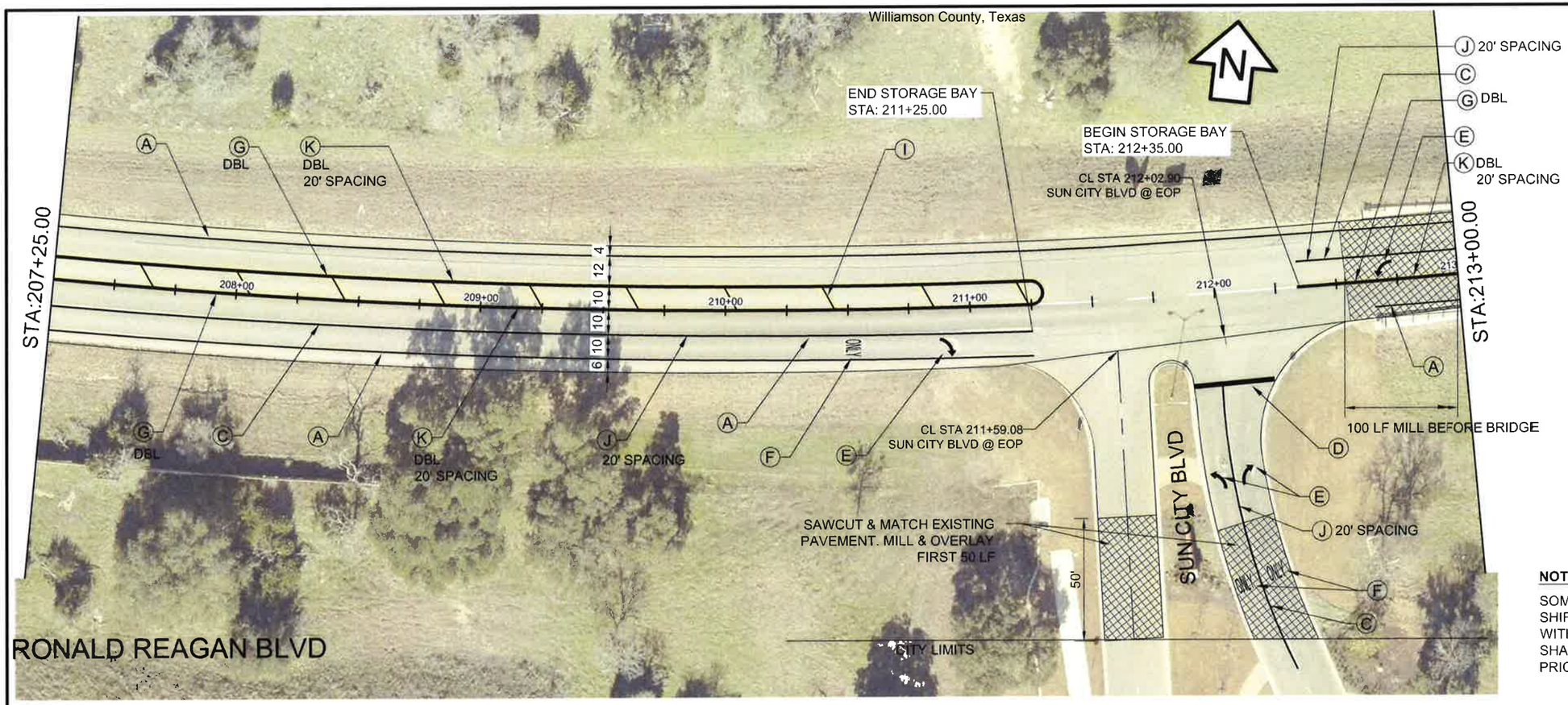
WILLIAMSON COUNTY
DEPT. OF INFRASTRUCTURE
ROAD & BRIDGE DIVISION

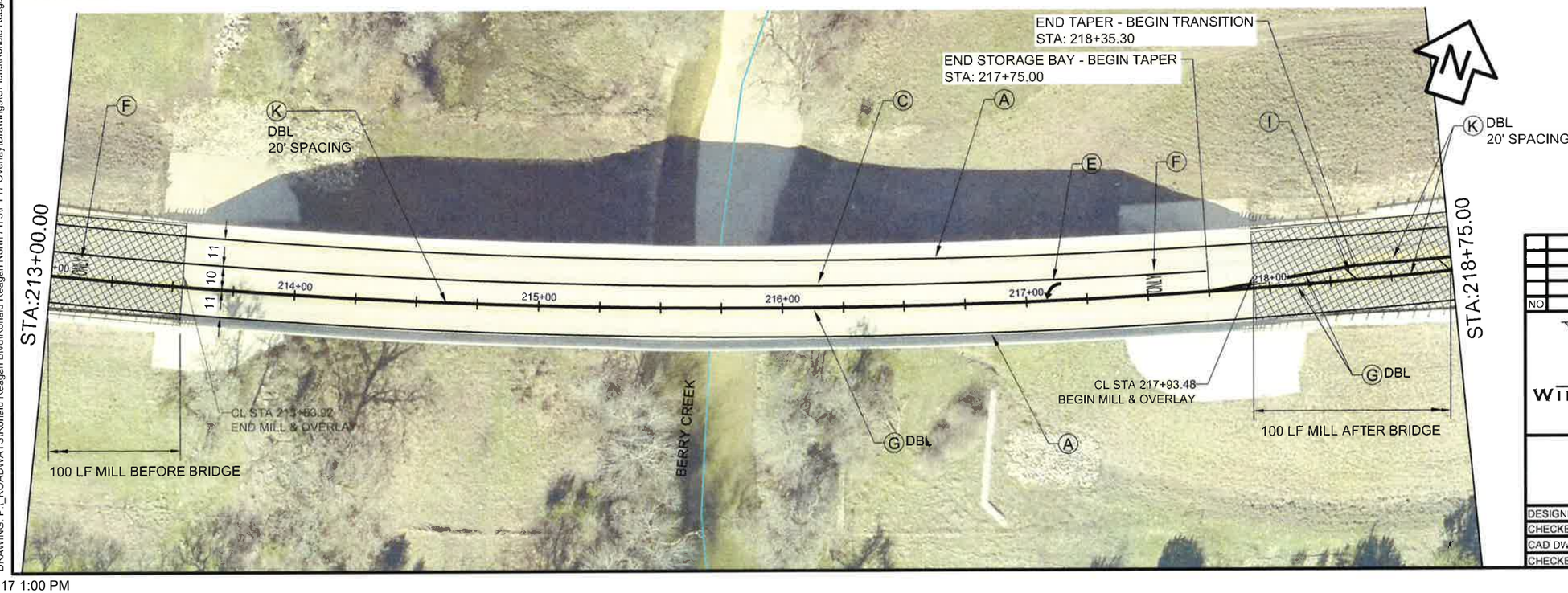
RONALD REAGAN BLVD FROM RM 2338 TO SH 195 FY 17 OVERLAY & STRIPING

DESIGNED: KQK	3151 S.E. INNER LOOP SUITE B GEORGETOWN, TEXAS 78626 943-3330 www.wilco.org	SHEET	22
CHECKED: KQK			
CAD DWG: LEP			
CHECKED: KQK			

SHEET TAB: STA 195+75.00 - 207+25.00
PLOTTED BY: kkwan
PLOT TIME: May 22, 2017 - 8:22pm
DRAWING: P:_ROADWAYS\Ronald Reagan Blvd\Ronald Reagan North Ph 3\FY17 Overlay\Drawings\CPlans\Ronald Reagan N Ph 3 FY17 ROADWAY.dwg

Williamson County, Texas





50 0 25 50

LEGEND

EXISTING CONCRETE

UNDER SEAL, OVERLAY 2"

AREA TO BE MILLED

- (A) REFL PAV MRK TY I & II (W) 4" (SLD)
- (C) REFL PAV MRK TY I & II (W) 8" (SLD)
- (D) REFL PAV MRK TY I & II (W) 24" (SLD)
- (E) REFL PAV MRK TY I & II (W) (ARROW)
- (F) REFL PAV MRK TY I & II (W) (WORD)
- (G) REFL PAV MRK TY I & II (Y) 4" (SLD)
- (H) REFL PAV MRK TY I & II (Y) 4" (BRK)
- (I) REFL PAV MRK TY I & II (Y) 24" (SLD)
- (J) REFL PAV MRK TY I-C
- (K) REFL PAV MRK TY II-A-A
- (L) REFL PAV MRK TY I & II (W) 4" (BRK)
- (M) REFL PAV MRK TY I & II (w) (DBL ARROW)

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STATE OF TEXAS
KON Q. KWAN
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LICENSED
PROFESSIONAL ENGINEER

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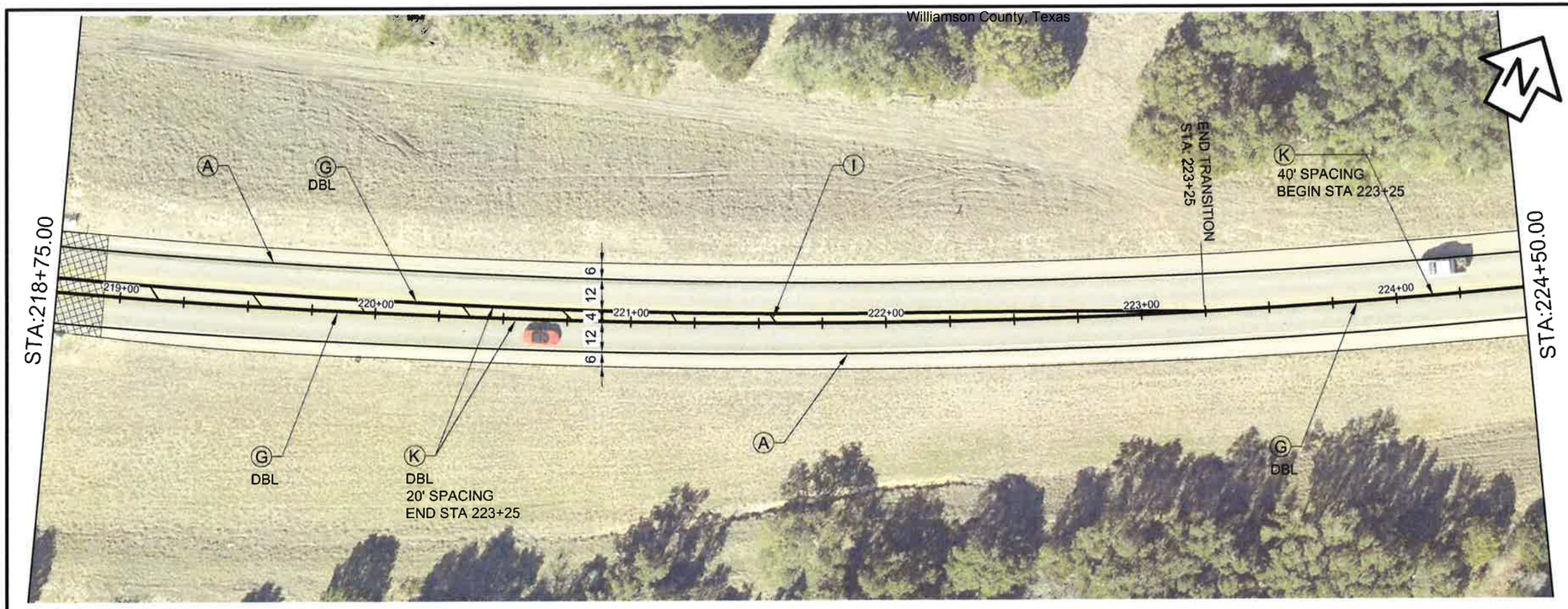
NO	REVISION	BY	DATE

WILLIAMSON COUNTY
DEPT. OF INFRASTRUCTURE
ROAD & BRIDGE DIVISION

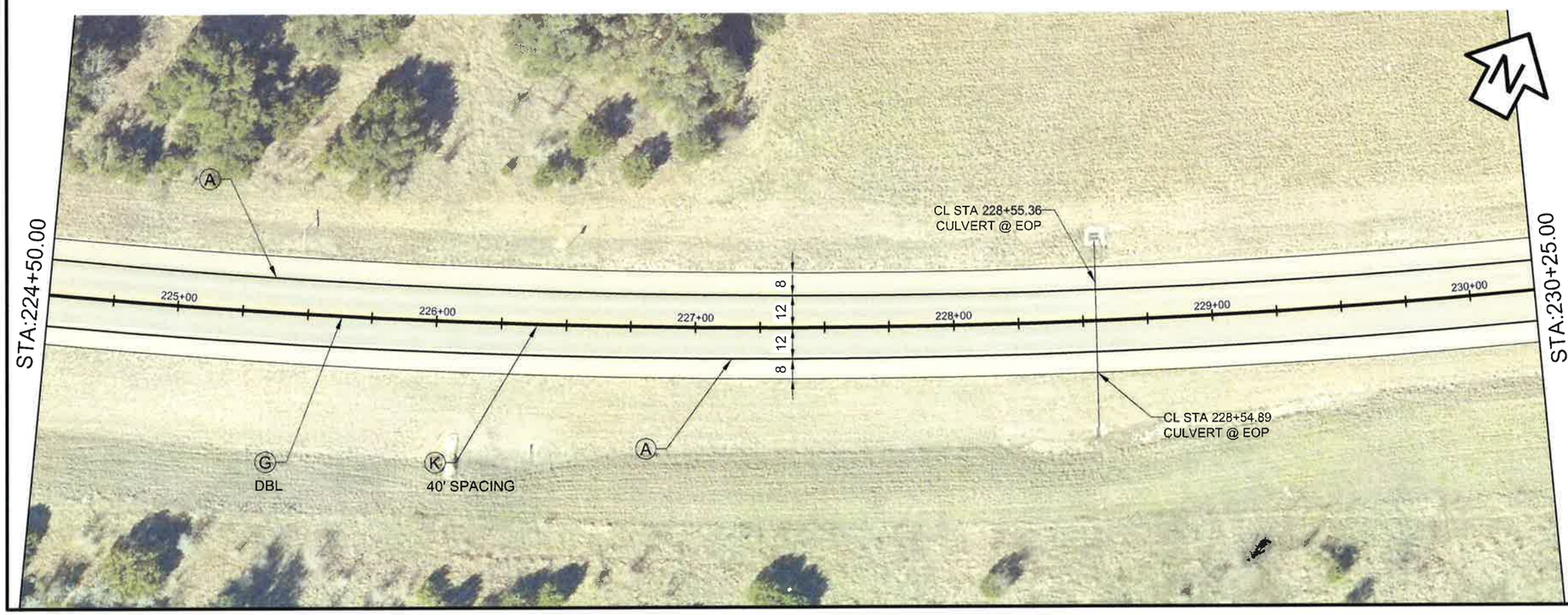
RONALD REAGAN BLVD FROM RM 2338 TO SH 195 FY 17 OVERLAY & STRIPING

DESIGNED:	KQK	3151 S.E. INNER LOOP SUITE B GEORGETOWN, TEXAS 78626 943-3330 www.wilco.org	SHEET 23
CHECKED:	KQK		
CAD DWG:	LEP		
CHECKED:	KQK		

SHEET TAB: STA 207+25.00 - 218+75.00
PLOTTED BY: kkwan
PLOT TIME: May 22, 2017 - 8:23pm
DRAWING: P:_ROADWAYS\Ronald Reagan Blvd\Ronald Reagan North Ph 3\FY17 Overlay\Drawings\CPlans\Ronald Reagan N Ph 3 FY17 ROADWAY.dwg



RONALD REAGAN BLVD



50 0 25 50

LEGEND

EXISTING CONCRETE

UNDER SEAL, OVERLAY 2"

AREA TO BE MILLED

- (A) REFL PAV MRK TY I & II (W) 4" (SLD)
- (C) REFL PAV MRK TY I & II (W) 8" (SLD)
- (D) REFL PAV MRK TY I & II (W) 24" (SLD)
- (E) REFL PAV MRK TY I & II (W) (ARROW)
- (F) REFL PAV MRK TY I & II (W) (WORD)
- (G) REFL PAV MRK TY I & II (Y) 4" (SLD)
- (H) REFL PAV MRK TY I & II (Y) 4" (BRK)
- (I) REFL PAV MRK TY I & II (Y) 24" (SLD)
- (J) REFL PAV MRK TY I-C
- (K) REFL PAV MRK TY II-A-A
- (L) REFL PAV MRK TY I & II (W) 4" (BRK)
- (M) REFL PAV MRK TY I & II (w) (DBL ARROW)

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STATE OF TEXAS
KON Q. KWAN
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LICENSED
PROFESSIONAL ENGINEER

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY KON Q. KWAN, P.E. 90584 ON: 05/22/2017

NO	REVISION	BY	DATE

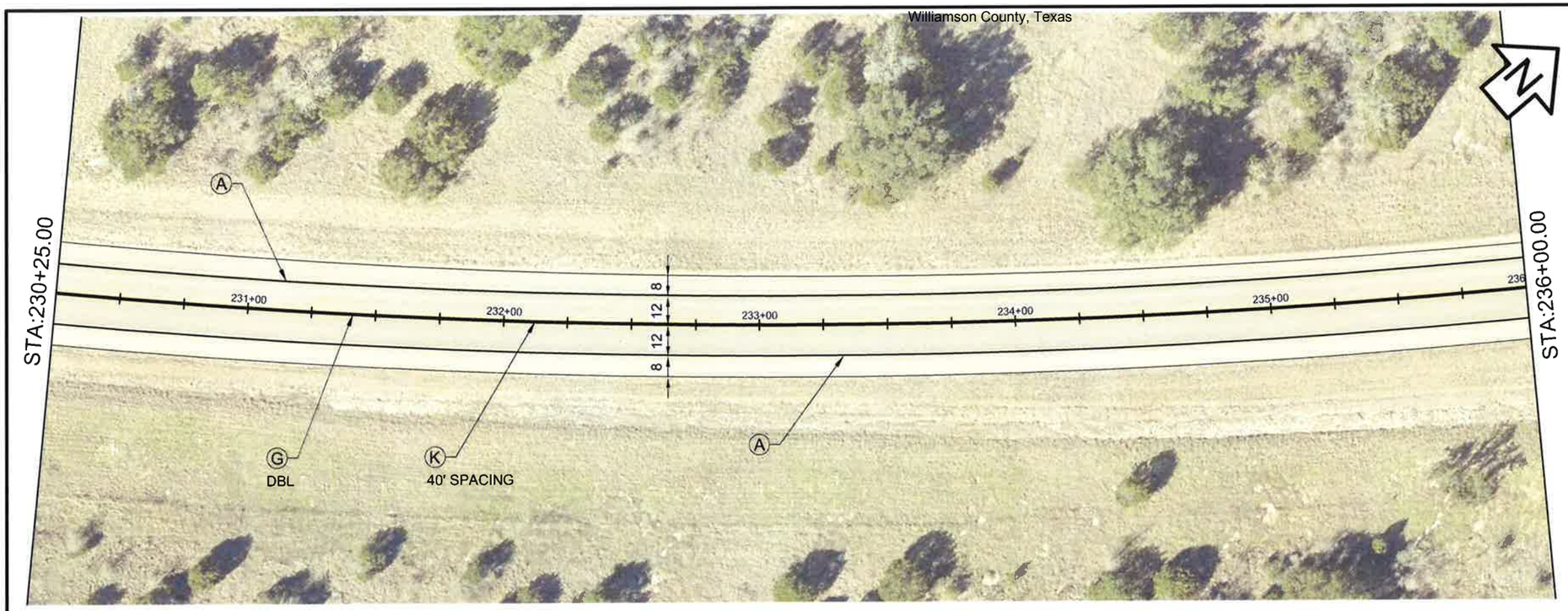
WILLIAMSON COUNTY
1848

WILLIAMSON COUNTY
DEPT. OF INFRASTRUCTURE
ROAD & BRIDGE DIVISION

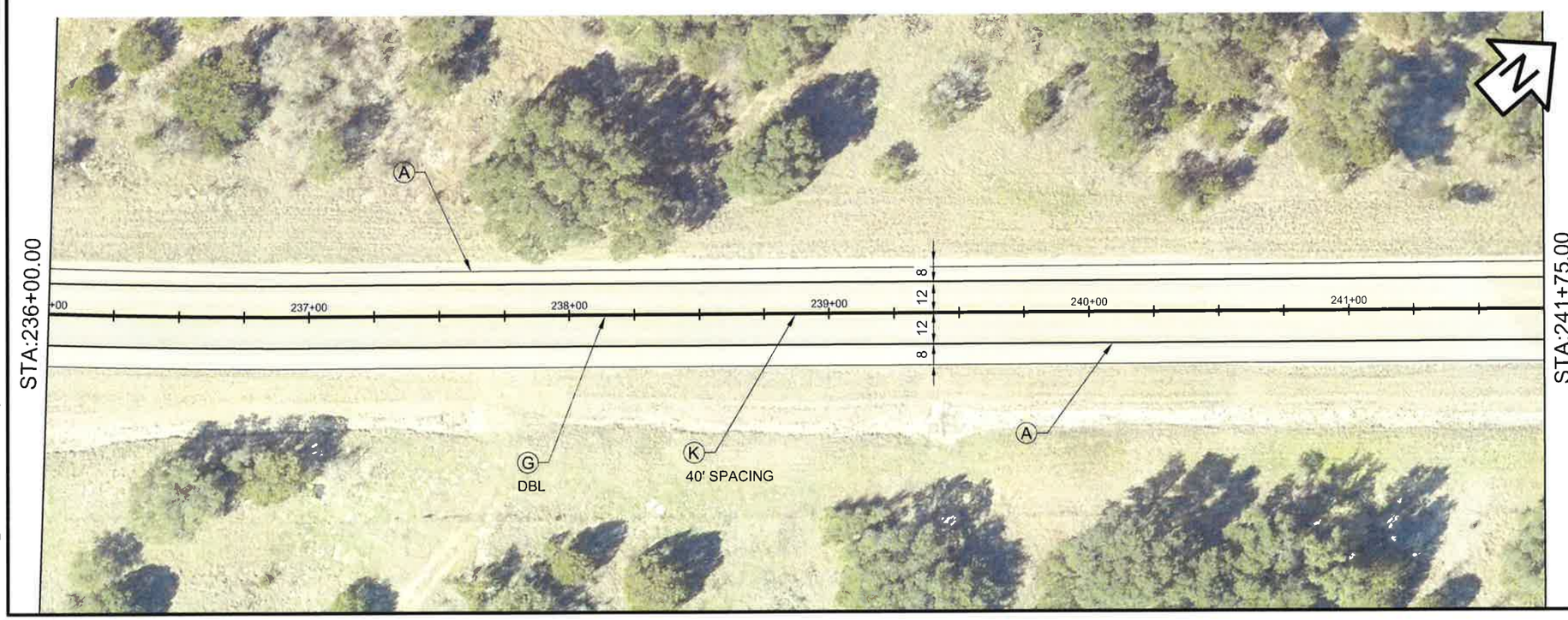
RONALD REAGAN BLVD FROM RM 2338 TO SH 195 FY 17 OVERLAY & STRIPING

DESIGNED:	KQK	3151 S.E. INNER LOOP SUITE B GEORGETOWN, TEXAS 78626 943-3330 www.wilco.org	SHEET 24
CHECKED:	KQK		
CAD DWG:	LEP		
CHECKED:	KQK		

SHEET TAB: STA 218+75.00 - 230+25.00
PLOTTED BY: kkwan
PLOT TIME: May 22, 2017 - 8:24pm
DRAWING: P:_ROADWAYS\Ronald Reagan Blvd\Ronald Reagan North Ph 3\FY17 Overlay\Drawings\CPlans\Ronald Reagan N Ph 3 FY17 ROADWAY.dwg



RONALD REAGAN BLVD



50 0 25 50

LEGEND

EXISTING CONCRETE

UNDER SEAL, OVERLAY 2"

AREA TO BE MILLED

- (A) REFL PAV MRK TY I & II (W) 4" (SLD)
- (C) REFL PAV MRK TY I & II (W) 8" (SLD)
- (D) REFL PAV MRK TY I & II (W) 24" (SLD)
- (E) REFL PAV MRK TY I & II (W) (ARROW)
- (F) REFL PAV MRK TY I & II (W) (WORD)
- (G) REFL PAV MRK TY I & II (Y) 4" (SLD)
- (H) REFL PAV MRK TY I & II (Y) 4" (BRK)
- (I) REFL PAV MRK TY I & II (Y) 24" (SLD)
- (J) REFL PAV MRK TY I-C
- (K) REFL PAV MRK TY II-A-A
- (L) REFL PAV MRK TY I & II (W) 4" (BRK)
- (M) REFL PAV MRK TY I & II (w) (DBL ARROW)

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STATE OF TEXAS
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LICENSED
PROFESSIONAL ENGINEER

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY KON Q. KWAN, P.E. 90584 ON: 05/22/2017

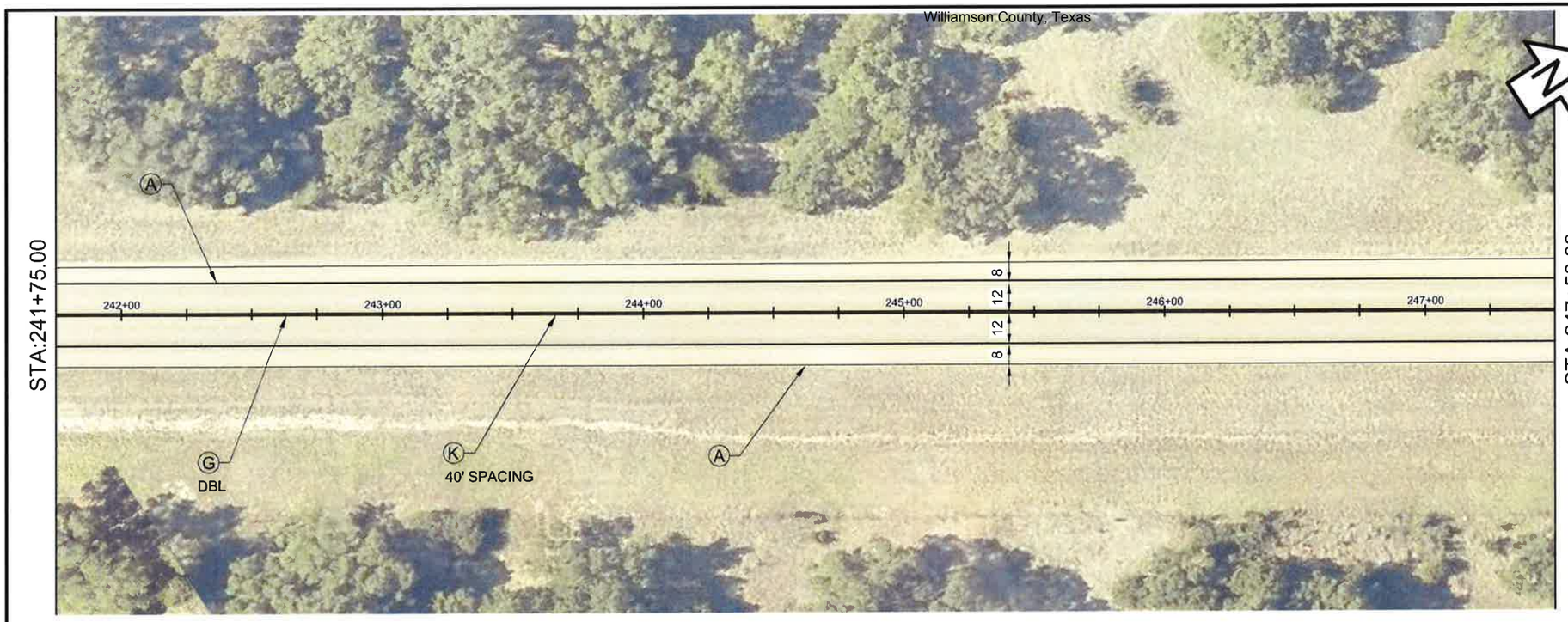
NO	REVISION	BY	DATE

WILLIAMSON COUNTY
DEPT. OF INFRASTRUCTURE
ROAD & BRIDGE DIVISION

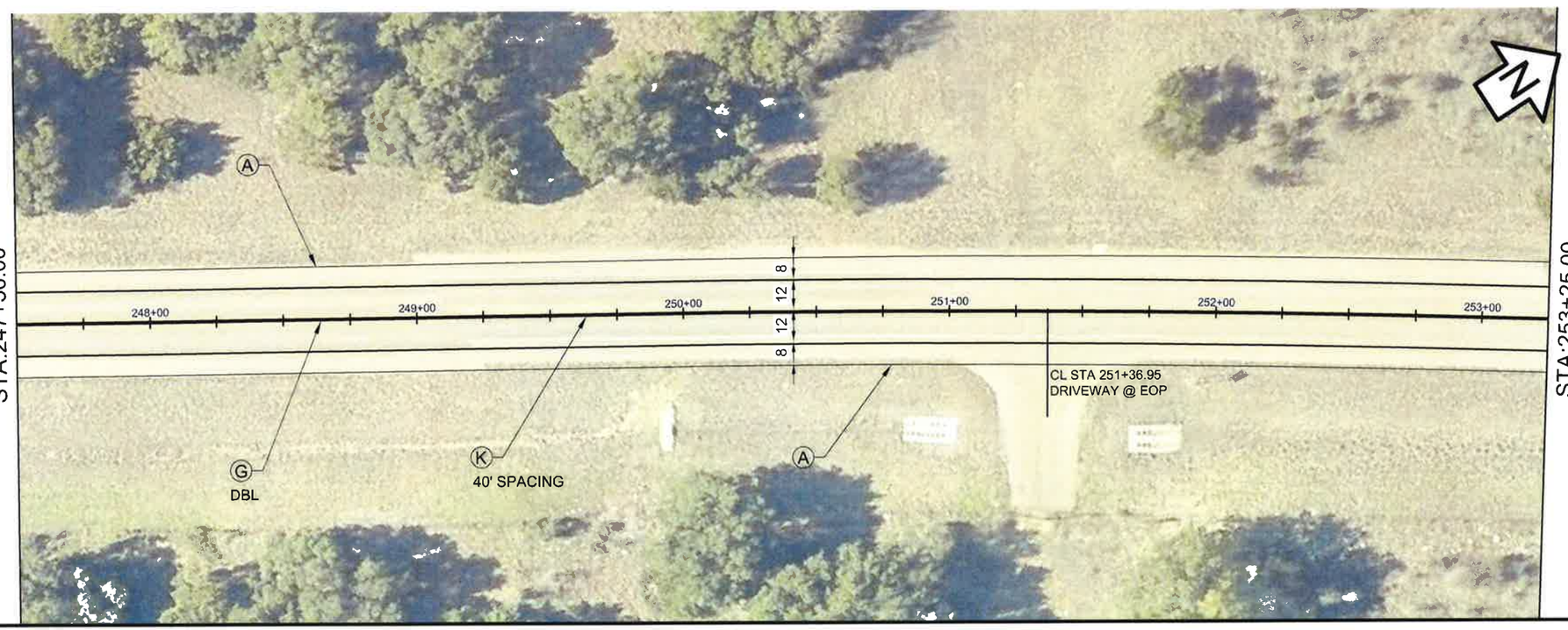
RONALD REAGAN BLVD FROM RM 2338 TO SH 195 FY 17 OVERLAY & STRIPING

DESIGNED: KQK	3151 S.E. INNER LOOP SUITE B GEORGETOWN, TEXAS 78626 943-3330 www.wilco.org	SHEET	25
CHECKED: KQK			
CAD DWG: LEP			
CHECKED: KQK			

SHEET TAB: STA 230+25.00 - 241+75.00
PLOTTED BY: kkwan
PLOT TIME: May 22, 2017 - 8:26pm
DRAWING: P:_ROADWAYS\Ronald Reagan Blvd\Ronald Reagan North Ph 3\FY17 Overlay\Drawings\CPlans\Ronald Reagan N Ph 3 FY17 ROADWAY.dwg



RONALD REAGAN BLVD



50 0 25 50

LEGEND

EXISTING CONCRETE

UNDER SEAL, OVERLAY 2"

AREA TO BE MILLED

- (A) REFL PAV MRK TY I & II (W) 4" (SLD)
- (C) REFL PAV MRK TY I & II (W) 8" (SLD)
- (D) REFL PAV MRK TY I & II (W) 24" (SLD)
- (E) REFL PAV MRK TY I & II (W) (ARROW)
- (F) REFL PAV MRK TY I & II (W) (WORD)
- (G) REFL PAV MRK TY I & II (Y) 4" (SLD)
- (H) REFL PAV MRK TY I & II (Y) 4" (BRK)
- (I) REFL PAV MRK TY I & II (Y) 24" (SLD)
- (J) REFL PAV MRK TY I-C
- (K) REFL PAV MRK TY II-A-A
- (L) REFL PAV MRK TY I & II (W) 4" (BRK)
- (M) REFL PAV MRK TY I & II (w) (DBL ARROW)

NOTE:

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STATE OF TEXAS
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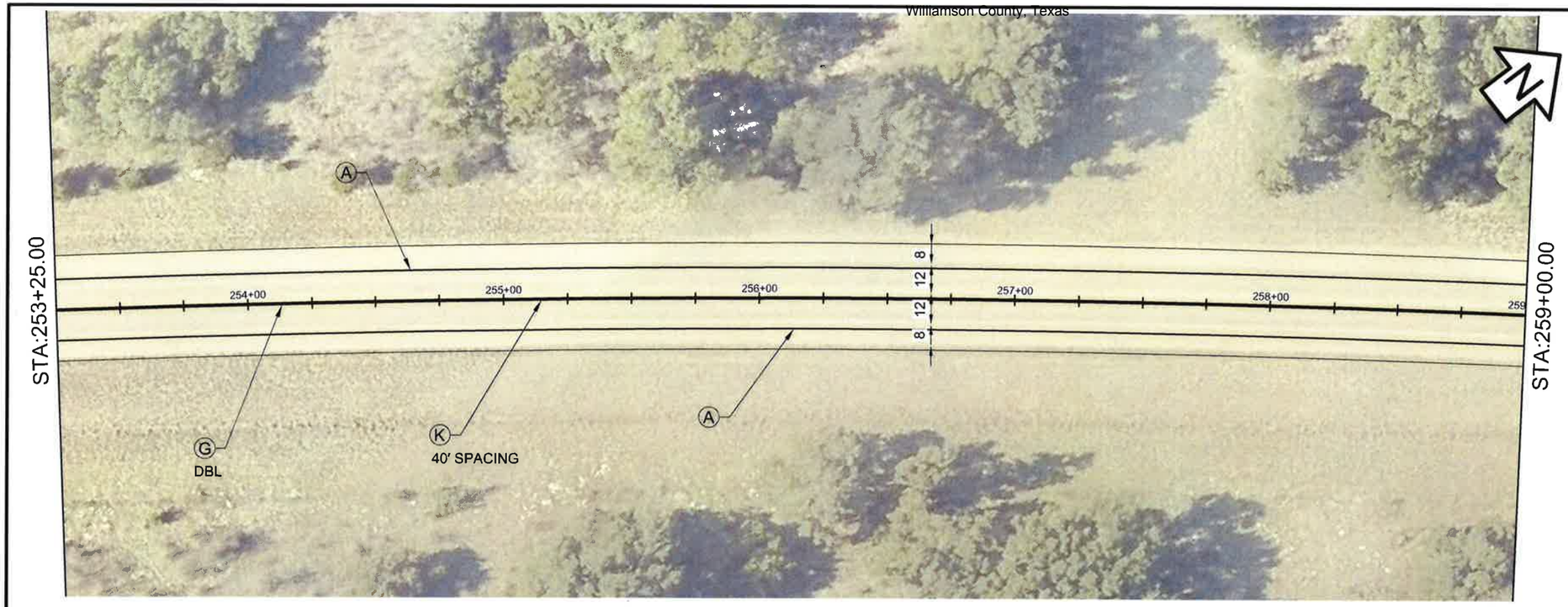
NO	REVISION	BY	DATE

WILLIAMSON COUNTY
DEPT. OF INFRASTRUCTURE
ROAD & BRIDGE DIVISION

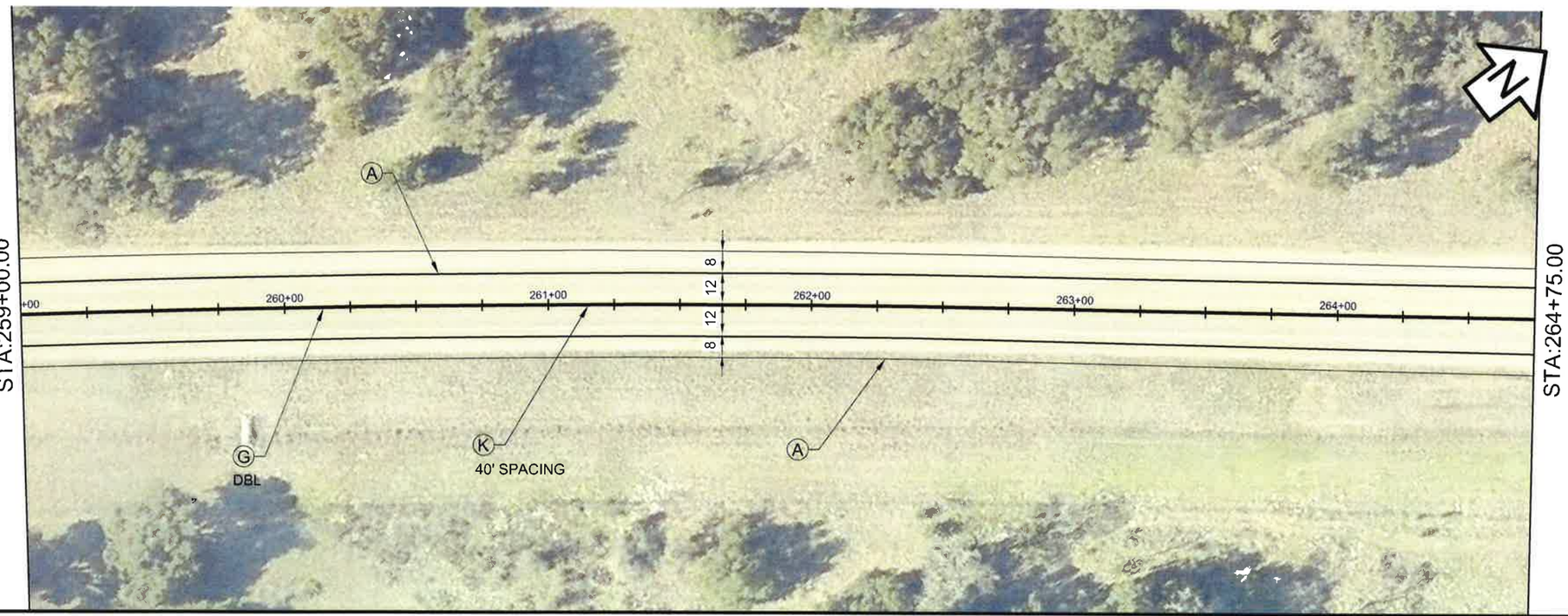
RONALD REAGAN BLVD FROM RM 2338 TO SH 195 FY 17 OVERLAY & STRIPING

DESIGNED:	KQK	3151 S.E. INNER LOOP SUITE B GEORGETOWN, TEXAS 78626 943-3330 www.wilco.org	SHEET 26
CHECKED:	KQK		
CAD DWG:	LEP		
CHECKED:	KQK		

SHEET TAB: STA 241+75.00 - 253+25.00
PLOTTED BY: kkwan
PLOT TIME: May 22, 2017 - 8:27pm
DRAWING: P:_ROADWAYS\Ronald Reagan Blvd\Ronald Reagan North Ph 3\FY17 Overlay\Drawings\CPlans\Ronald Reagan N Ph 3 FY17 ROADWAY.dwg



RONALD REAGAN BLVD



50 0 25 50

LEGEND

EXISTING CONCRETE

UNDER SEAL, OVERLAY 2"

AREA TO BE MILLED

- (A) REFL PAV MRK TY I & II (W) 4" (SLD)
- (C) REFL PAV MRK TY I & II (W) 8" (SLD)
- (D) REFL PAV MRK TY I & II (W) 24" (SLD)
- (E) REFL PAV MRK TY I & II (W) (ARROW)
- (F) REFL PAV MRK TY I & II (W) (WORD)
- (G) REFL PAV MRK TY I & II (Y) 4" (SLD)
- (H) REFL PAV MRK TY I & II (Y) 4" (BRK)
- (I) REFL PAV MRK TY I & II (Y) 24" (SLD)
- (J) REFL PAV MRK TY I-C
- (K) REFL PAV MRK TY II-A-A
- (L) REFL PAV MRK TY I & II (W) 4" (BRK)
- (M) REFL PAV MRK TY I & II (w) (DBL ARROW)

NOTE:

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STATE OF TEXAS
KON Q. KWAN
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PROFESSIONAL ENGINEER

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NO	REVISION	BY	DATE

WILLIAMSON COUNTY
DEPT. OF INFRASTRUCTURE
ROAD & BRIDGE DIVISION

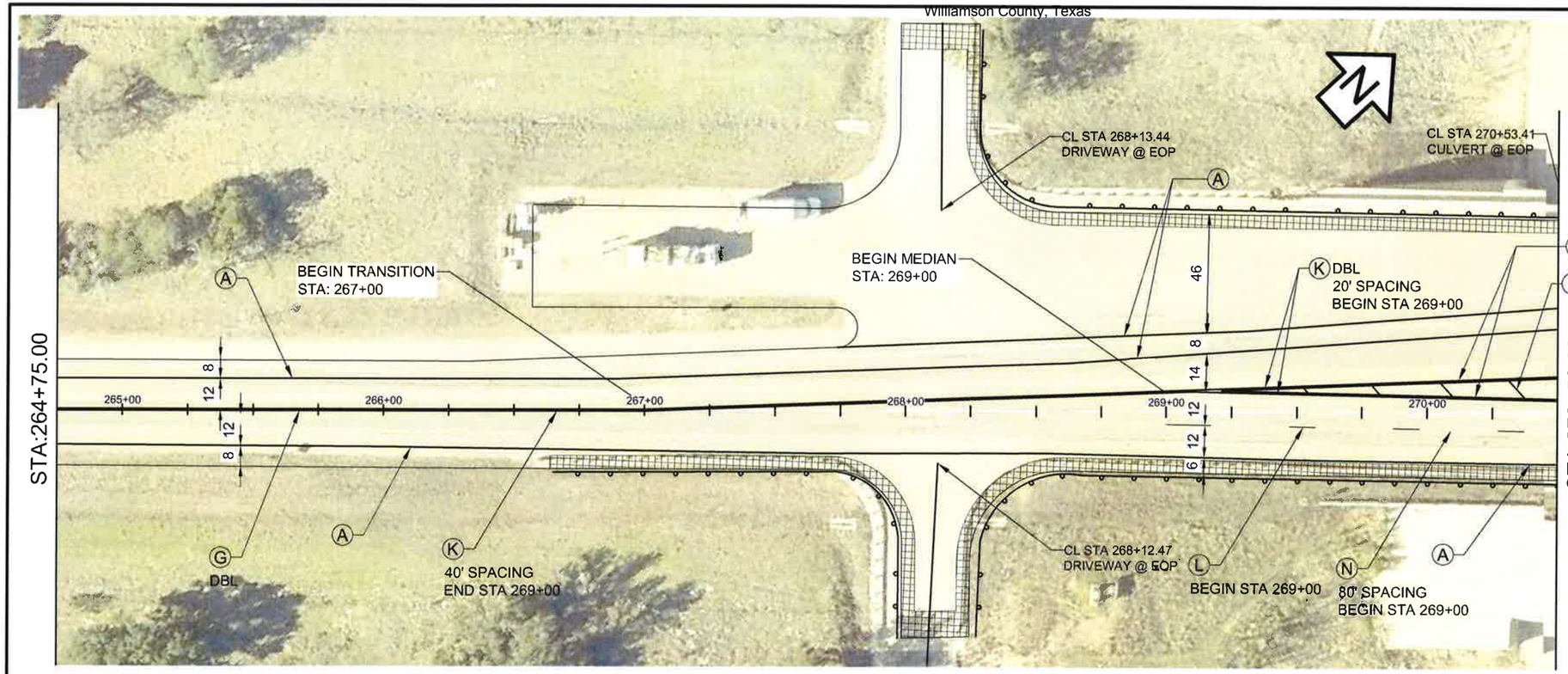
RONALD REAGAN BLVD FROM RM 2338 TO SH 195 FY 17 OVERLAY & STRIPING

DESIGNED:	KQK
CHECKED:	KQK
CAD DWG:	LEP
CHECKED:	KQK

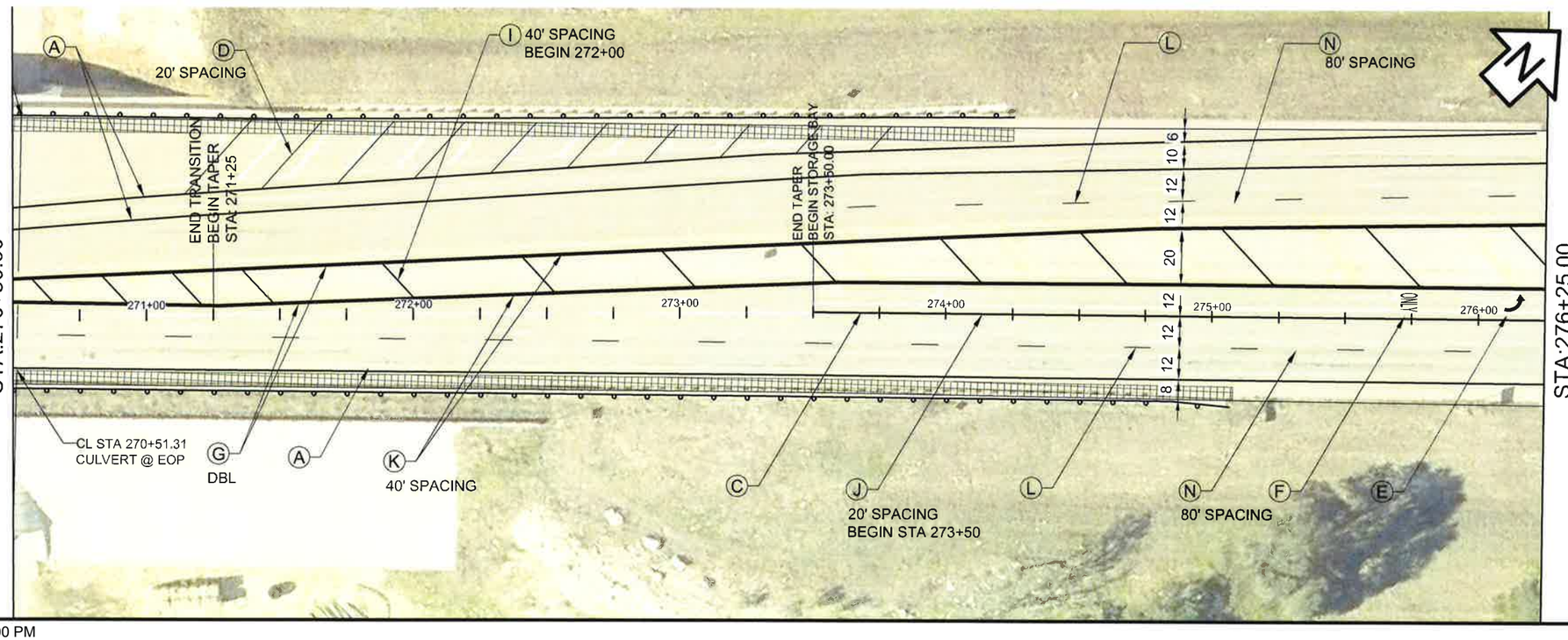
3151 S.E. INNER LOOP SUITE B
GEORGETOWN, TEXAS 78626
943-3330
www.wilco.org

SHEET 27

SHEET TAB: STA 253+25.00 - 264+75.00
PLOTTED BY: kkwan
PLOT TIME: May 22, 2017 - 8:29pm
DRAWING: P:_ROADWAYS\Ronald Reagan Blvd\Ronald Reagan North Ph 3\FY17 Overlay\Drawings\CPlans\Ronald Reagan N Ph 3 FY17 ROADWAY.dwg



RONALD REAGAN BLVD



50 0 25 50

LEGEND

EXISTING CONCRETE

UNDER SEAL, OVERLAY 2"

AREA TO BE MILLED

- (A) REFL PAV MRK TY I & II (W) 4" (SLD)
- (C) REFL PAV MRK TY I & II (W) 8" (SLD)
- (D) REFL PAV MRK TY I & II (W) 24" (SLD)
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- (F) REFL PAV MRK TY I & II (W) (WORD)
- (G) REFL PAV MRK TY I & II (Y) 4" (SLD)
- (H) REFL PAV MRK TY I & II (Y) 4" (BRK)
- (I) REFL PAV MRK TY I & II (Y) 24" (SLD)
- (J) REFL PAV MRK TY I-C
- (K) REFL PAV MRK TY II-A-A
- (L) REFL PAV MRK TY I & II (W) 4" (BRK)
- (M) REFL PAV MRK TY I & II (w) (DBL ARROW)
- (N) REFL PAV MRK TY II-C-R

NOTE:

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STATE OF TEXAS
KON Q. KWAN
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LICENSED
PROFESSIONAL ENGINEER

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NO	REVISION	BY	DATE

WILLIAMSON COUNTY
DEPT. OF INFRASTRUCTURE
ROAD & BRIDGE DIVISION

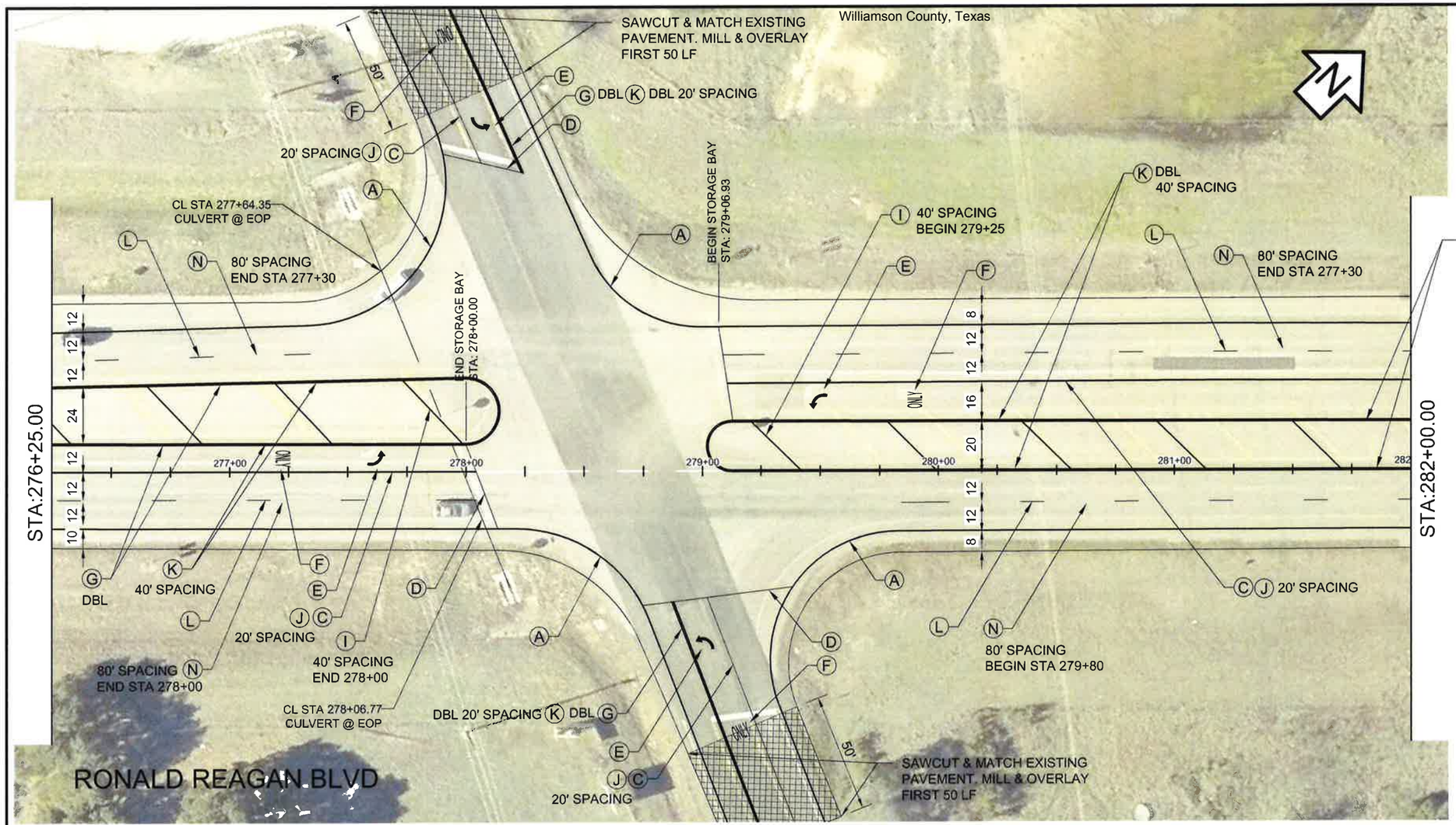
RONALD REAGAN BLVD FROM RM 2338 TO SH 195 FY 17 OVERLAY & STRIPING

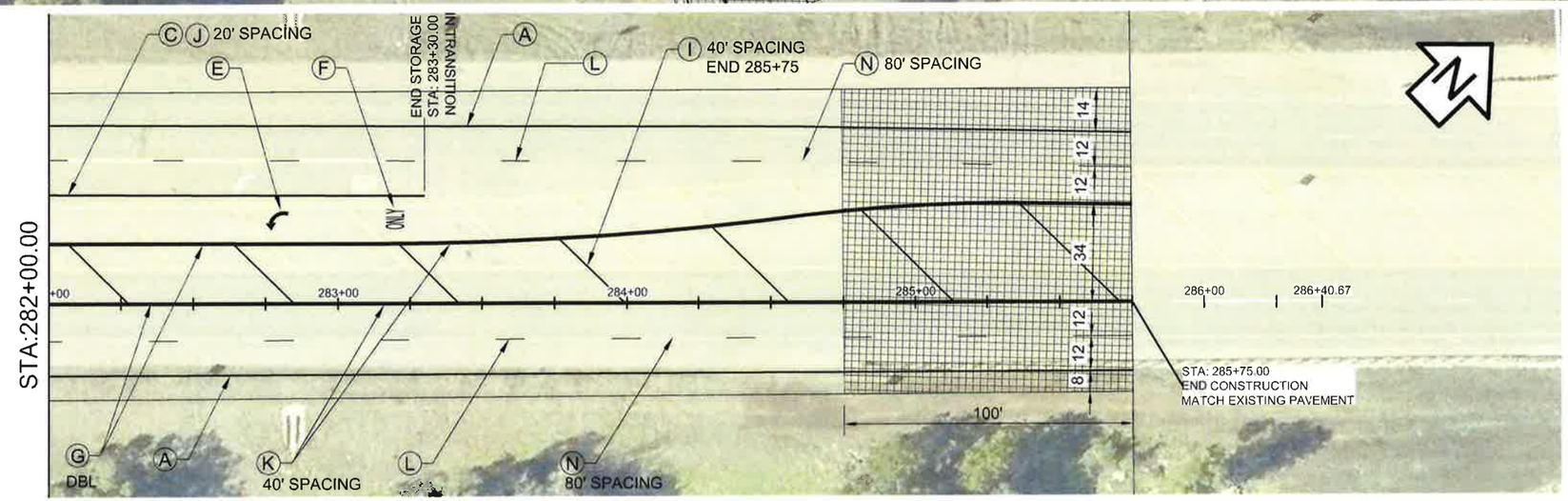
DESIGNED:	KQK	3151 S.E. INNER LOOP SUITE B GEORGETOWN, TEXAS 78626 943-3330 www.wilco.org	SHEET 28
CHECKED:	KQK		
CAD DWG:	LEP		
CHECKED:	KQK		

SHEET TAB: STA 264+75.00 - 276+25.00
PLOTTED BY: kkwan
PLOT TIME: May 23, 2017 - 7:57pm
DRAWING: P:_ROADWAYS\Ronald Reagan Blvd\Ronald Reagan North Ph 3\FY17 Overlay\Drawings\CPlans\Ronald Reagan N Ph 3 FY17 ROADWAY.dwg

Williamson County, Texas

Bid 1705-165





50 0 25 50

LEGEND

EXISTING CONCRETE

UNDER SEAL, OVERLAY 2"

AREA TO BE MILLED

- (A) REFL PAV MRK TY I & II (W) 4" (SLD)
- (C) REFL PAV MRK TY I & II (W) 8" (SLD)
- (D) REFL PAV MRK TY I & II (W) 24" (SLD)
- (E) REFL PAV MRK TY I & II (W) (ARROW)
- (F) REFL PAV MRK TY I & II (W) (WORD)
- (G) REFL PAV MRK TY I & II (Y) 4" (SLD)
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- (I) REFL PAV MRK TY I & II (Y) 24" (SLD)
- (J) REFL PAV MRK TY I-C
- (K) REFL PAV MRK TY II-A-A
- (L) REFL PAV MRK TY I & II (W) 4" (BRK)
- (M) REFL PAV MRK TY I & II (w) (DBL ARROW)
- (N) REFL PAV MRK TY II-C-R

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STATE OF TEXAS
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NO	REVISION	BY	DATE

WILLIAMSON COUNTY
DEPT. OF INFRASTRUCTURE
ROAD & BRIDGE DIVISION

RONALD REAGAN BLVD FROM RM 2338 TO SH 195 FY 17 OVERLAY & STRIPING

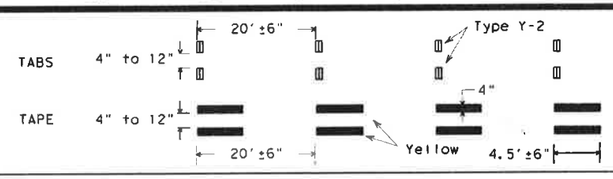
DESIGNED:	KQK	3151 S.E. INNER LOOP SUITE B GEORGETOWN, TEXAS 78626 943-3330 www.wilco.org	SHEET 29
CHECKED:	KQK		
CAD DWG:	LEP		
CHECKED:	KQK		

SHEET TAB: STA 276+25.00 - 285+75.00
PLOTTED BY: kkwan
PLOT TIME: May 23, 2017 - 8:02pm
DRAWING: P:_ROADWAYS\Ronald Reagan Blvd\Ronald Reagan North Ph 3\FY17 Overlay\Drawings\CPlans\Ronald Reagan N Ph 3 FY17 ROADWAY.dwg

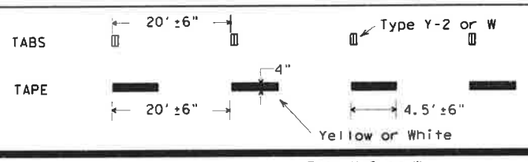
WORK ZONE SHORT TERM PAVEMENT MARKINGS DETAILS

SOLID LINES

DOUBLE NO-PASSING LINE

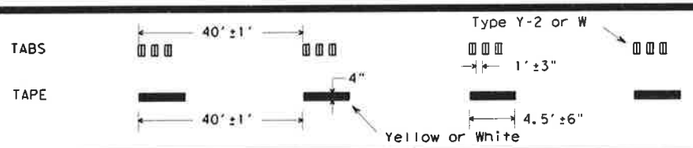


SINGLE NO-PASSING LINE or CHANNELIZATION LINE



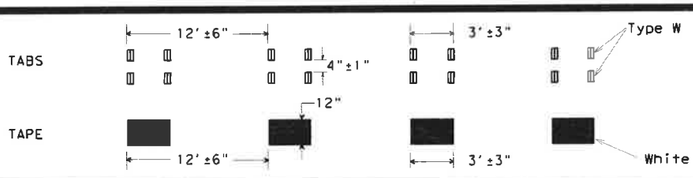
BROKEN LINES

(FOR CENTER LINE OR LANE LINE)

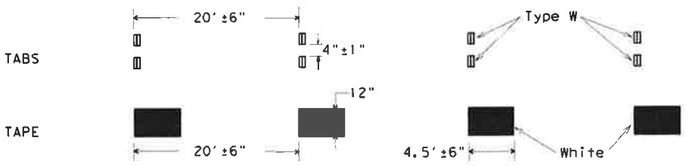


WIDE DOTTED LINES

(FOR LANE DROP LINES)



WIDE GORE MARKINGS



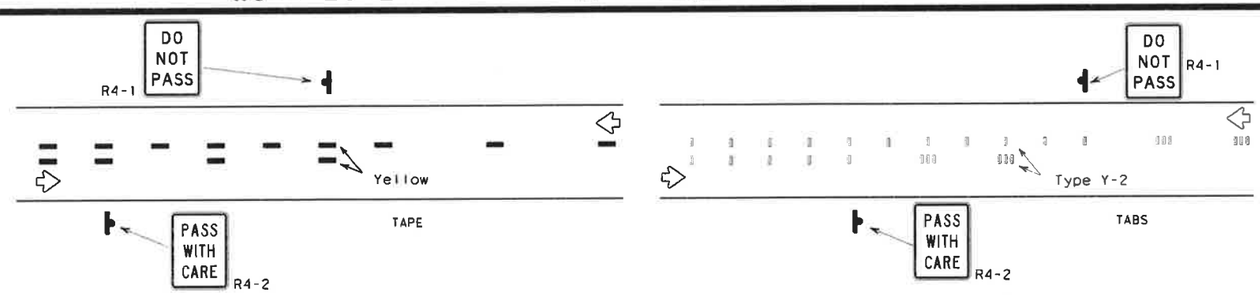
NOTES:

1. Short term pavement markings may be prefabricated markings (stick down tape) or temporary flexible-reflective roadway marker tabs unless otherwise specified elsewhere in plans.
2. Short term pavement markings shall NOT be used to simulate edge lines.
3. Dimensions indicated on this sheet are typical and approximate. Variations in size and height may occur between markers or devices made by manufacturers, by as much as 1/4 inch, unless otherwise noted.
4. Temporary flexible-reflective roadway marker tabs will require normal maintenance replacement when used on roadways with an ADT per lane of up to 7500 vehicles with no more than 10% truck mix. When roadways exceed these values, additional maintenance replacement of devices should be planned.
5. No segment of roadway open to traffic shall remain without permanent pavement markings for a period greater than 14 calendar days. The Contractor will be responsible for maintaining short term pavement markings until permanent pavement markings are in place. When the Contractor is responsible for placement of permanent pavement markings, no segment of roadway shall remain without permanent pavement markings for a period greater than 14 calendar days unless weather conditions prohibit placement. Permanent pavement markings shall be placed as soon as weather permits.
6. For two lane, two-way roadways, DO NOT PASS signs shall be erected to mark the beginning of sections where passing is prohibited and PASS WITH CARE signs shall be erected to mark the beginning of sections where passing is permitted. Signs shall be in accordance with the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD) and may be used to indicate the limits of no-passing zones for up to 14 calendar days. Permanent pavement markings should then be placed.
7. For low volume two lane, two-way roadways of 4000 ADT or less, no-passing lines may be omitted when approved by the Engineer. DO NOT PASS and PASS WITH CARE signs shall be erected (see note 6).
8. For exit gores where a lane is being dropped place wide gore markings or retroreflective channelizing devices to guide motorist through the exit. If channelizing devices are to be used it should be noted elsewhere in the plans. One piece cones are not allowed for this purpose.

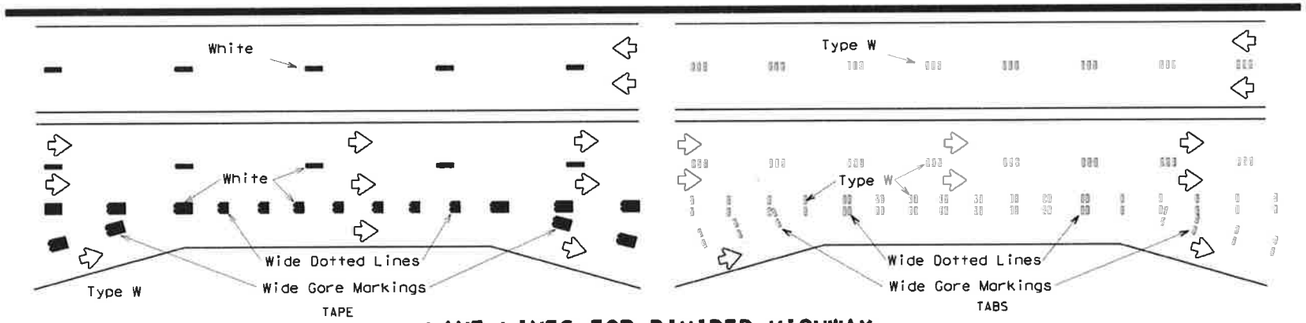
TEMPORARY FLEXIBLE, REFLECTIVE ROADWAY MARKER TABS (TABS)

1. Temporary flexible-reflective roadway marker tabs detailed on this sheet will be designated Type Y-2 (two amber reflective surfaces with yellow body); Type Y (one amber reflective surface with yellow body); and Type W (one white or silver reflective surface with white body). Additional details may be found on BC(11).
2. Tabs shall meet requirements of Departmental Material Specification DMS-8242.
3. When dry, tabs shall be visible for a minimum distance of 200 feet during normal daylight hours and when illuminated by automobile low-beam head light at night, unless sight distance is restricted by roadway geometrics.
4. No two consecutive tabs nor four tabs per 1000 feet of line shall be missing or fail to meet the visual performance requirements of Note 3.

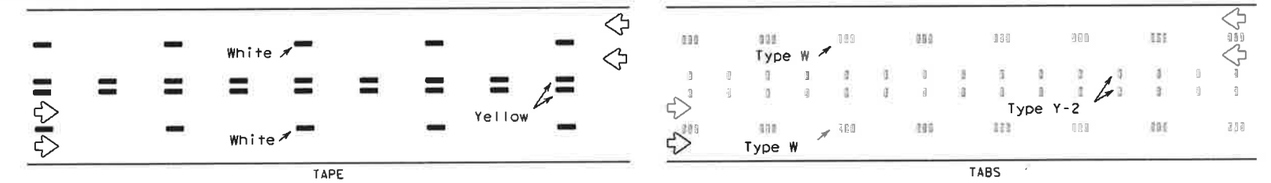
WORK ZONE SHORT TERM PAVEMENT MARKINGS PATTERNS



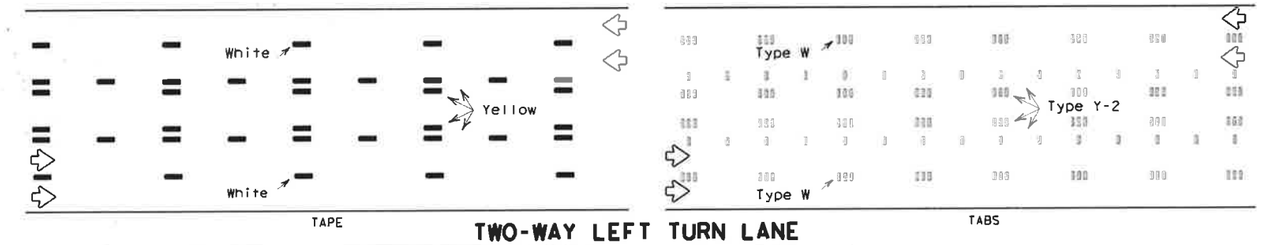
CENTER LINE & NO-PASSING ZONE BARRIER LINES FOR TWO LANE TWO-WAY HIGHWAYS



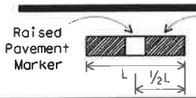
LANE LINES FOR DIVIDED HIGHWAY



LANE & CENTER LINES FOR MULTILANE UNDIVIDED HIGHWAYS



TWO-WAY LEFT TURN LANE



If raised pavement markers are used to supplement REMOVABLE short term markings, the markers shall be applied to the top of the tape at the approximate mid length of the tape. This allows an easier removal of raised markers and tape.

PREFABRICATED PAVEMENT MARKINGS

1. Temporary Removable Prefabricated Pavement Markings shall meet the requirements of DMS-8241.
2. Non-removable Prefabricated Pavement Markings shall meet the requirements of either DMS-8240 "Permanent Prefabricated Pavement Markings" or DMS-8243 "Temporary Costruction-Grade Prefabricated Pavement Markings."

RAISED PAVEMENT MARKERS

1. All raised pavement markers used for work zone markings shall meet the requirements of Item 672, "RAISED PAVEMENT MARKERS" and DMS-4200.

DEPARTMENTAL MATERIAL SPECIFICATIONS (DMS) & MATERIAL PRODUCER LISTS (MPL)

1. DMSs referenced above can be found along with embedded links to their respective MPLs at the following website:
   http://www.txdot.gov/business/contractors_consultants/material_specifications/default.htm

Texas Department of Transportation

Traffic Operations Division Standard

WORK ZONE SHORT TERM PAVEMENT MARKINGS

WZ(STPM)-13

FILE:	wzstpm-13.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
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REVISIONS					
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3-03					30
7-13					

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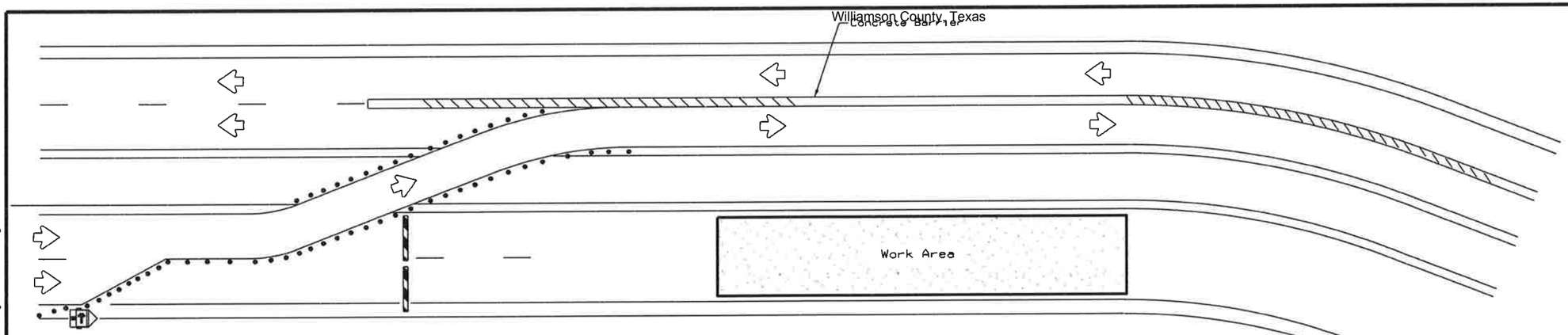
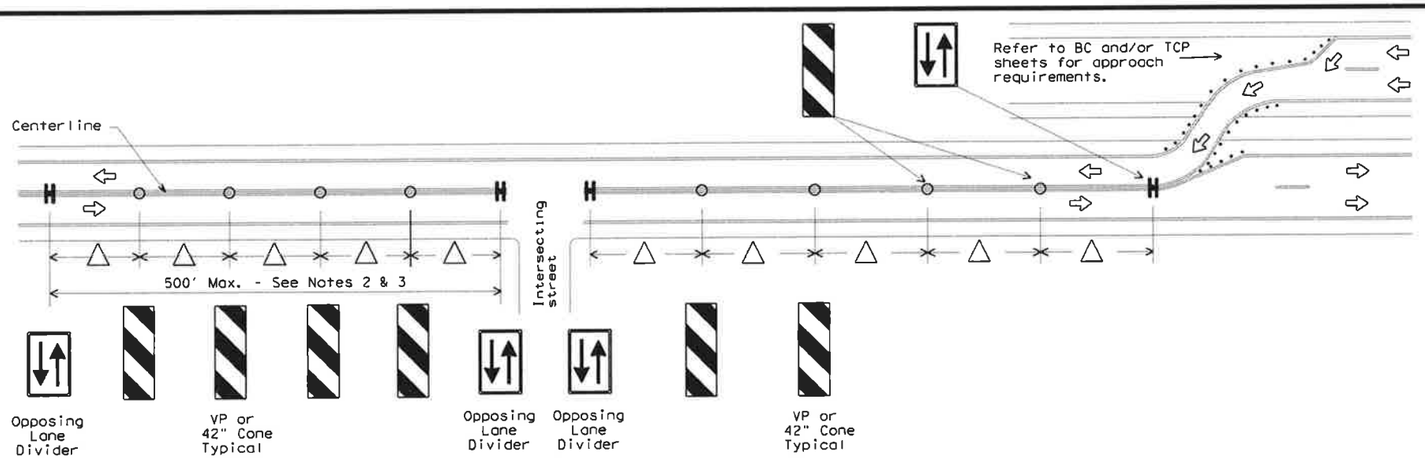


LEGEND	
	Type 3 Barricade
• • •	Channelizing Devices
	Trailer Mounted Flashing Arrow Board
	Sign
\ \ \ \	Safety glare fence

NOTES:

1. Length of Safety Glare Fence will be specified elsewhere in the plans.
2. The cumulative nominal length of the modular units shall equal the length of the individual sections of temporary concrete traffic barrier on which they are installed so the joint between barrier sections will not be spanned by any one unit.
3. Panel/blades will be designed such that reflective sheeting conforming with Departmental Material Specification DMS-8300, Sign Face Materials, Type B or C Yellow, minimum size of 2 inches by 12 inches can be attached to the edge of the panel/blade. The sheeting shall be attached to one panel/blade per section of concrete barrier not to exceed a spacing of 30 feet. Barrier reflectors are not necessary when panel/blades are installed with reflective sheeting as described.
4. Payment for these devices will be under statewide Special Specification "Modular Glare Screens for Headlight Barrier."
5. This detail is only intended to show types of locations where Glare Screens would be appropriate. Required signing and other devices shall be as shown elsewhere in the plans.

BARRIER DELINEATION WITH MODULAR GLARE SCREENS



VERTICAL PANELS & OPPOSING TRAFFIC LANE DIVIDERS (OTLD) SEPARATING TWO-WAY TRAFFIC ON NORMALLY DIVIDED HIGHWAYS

NOTES:

1. When two-lane, two way traffic control must be maintained on one roadway of a normally divided highway, opposing traffic shall be separated with either temporary traffic barriers, channelizing devices, or a temporary raised island throughout the length of the two way operation. The above Typical Application is intended to show the appropriate application of channelizing devices when they are used for this purpose. This is not a traffic control plan. If this detail is to be used for other types of roads or applications, those locations should be stated elsewhere in the plans.
2. △ Space devices according to the Tangent Spacing shown on the Device Spacing table on BC(9) but not exceeding 100'.
3. Every fifth device should be an OTLD except when spaced closer to accommodate an intersection. An OTLD should be the first device on each side of intersecting streets or roads.
4. Locations where surface mount bases with adhesives or self-righting devices will be required in order to maintain them in their proper position should be noted elsewhere in the plans.

DEPARTMENTAL MATERIAL SPECIFICATIONS	
SIGN FACE MATERIALS	DMS-8300
DELINEATORS AND OBJECT MARKERS	DMS-8600
MODULAR GLARE SCREENS FOR HEADLIGHT BARRIER	DMS-8610

Only pre-qualified products shall be used. A copy of the "Compliant Work Zone Traffic Control Devices List" (CWZTCD) describes pre-qualified products and their sources and may be found at the following web address:
http://www.txdot.gov/txdot_library/publications/construction.htm

Texas Department of Transportation

Traffic Operations Division Standard

TRAFFIC CONTROL PLAN TYPICAL DETAILS

WZ(TD)-13

FILE: wztd-13.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
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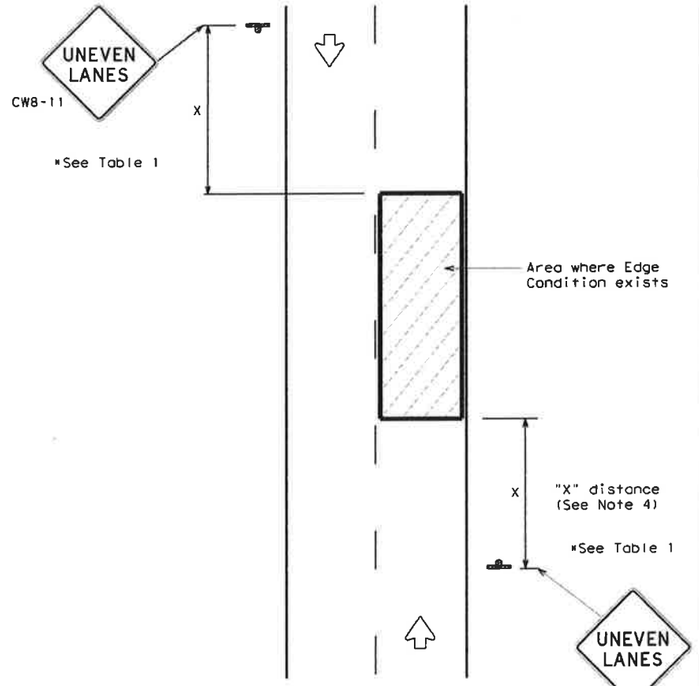
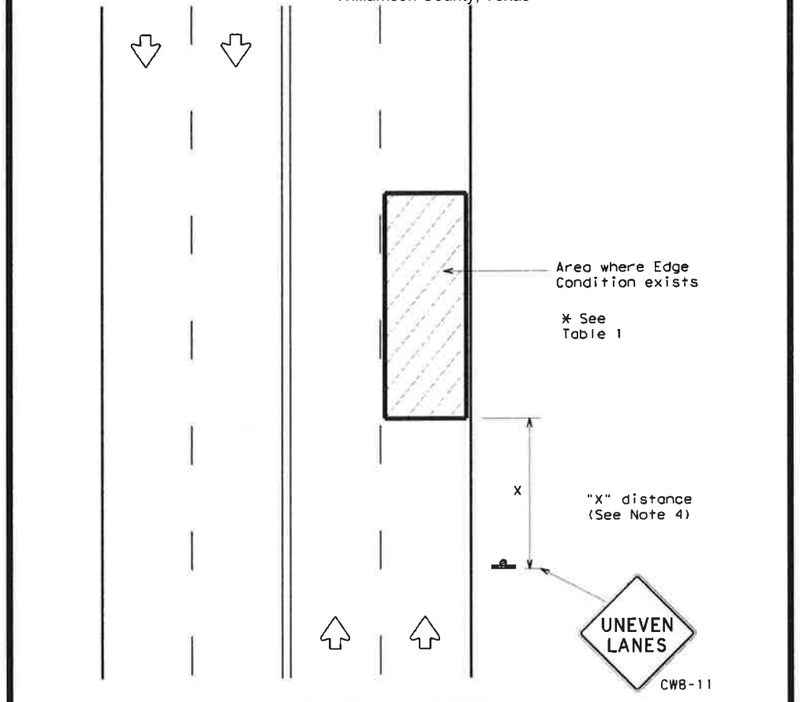
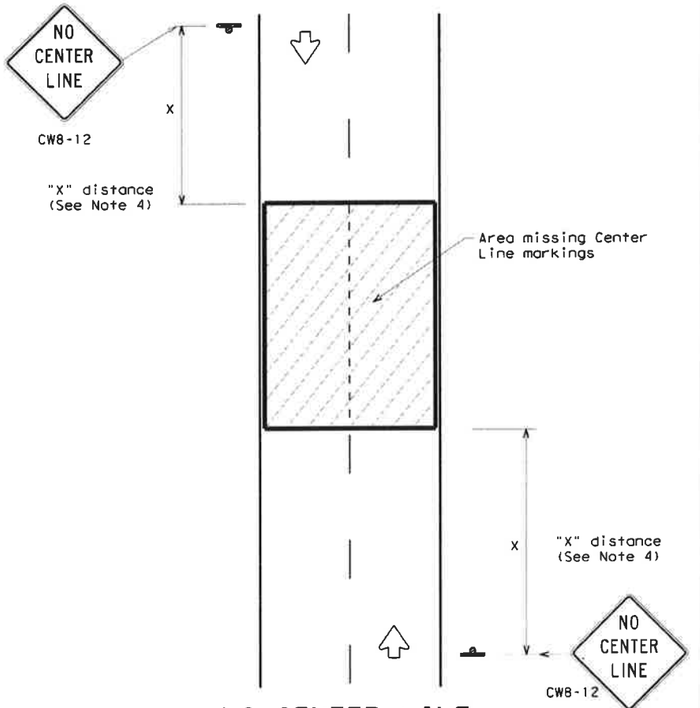


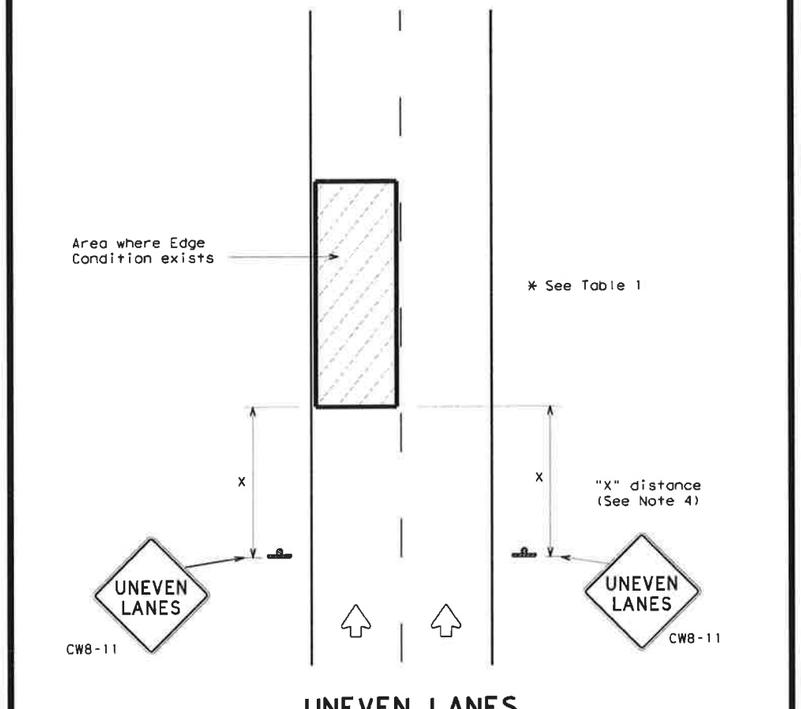
UNEVEN LANES
TWO LANE CONVENTIONAL ROAD



UNEVEN LANES
FOUR LANE CONVENTIONAL ROAD



NO CENTER LINE
TWO LANE CONVENTIONAL ROAD



UNEVEN LANES
DIVIDED ROADWAY

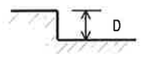
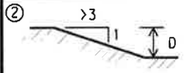
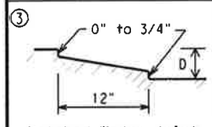
DEPARTMENTAL MATERIAL SPECIFICATIONS	
PERMANENT PREFABRICATED PAVEMENT MARKINGS	DMS-8240
TEMPORARY (REMOVABLE) PREFABRICATED PAVEMENT MARKINGS	DMS-8241
SIGN FACE MATERIALS	DMS-8300

COLOR	USAGE	SHEETING MATERIAL
ORANGE	BACKGROUND	TYPE B_{FL} OR TYPE C_{FL} SHEETING
BLACK	LEGEND & BORDERS	ACRYLIC NON-REFLECTIVE SHEETING

GENERAL NOTES

1. If spalling or holes occur, ROUGH ROAD (CW8-8) signs should be placed in advance of the condition and be repeated every two miles where the condition persists.
2. UNEVEN LANES (CW8-11) signs shall be installed in advance of the condition and repeated every mile. Signs installed along the uneven lane condition may be supplemented with the NEXT XX MILES (CW7-3aP) plaque or Advisory Speed (CW13-1P) plaque.
3. NO CENTER LINE (CW8-12) signs and temporary pavement markings as per the WZ(STPM) standard shall be installed if yellow centerlines separating two way traffic are obscured or obliterated. Repeat NO CENTER LINE signs every two miles where the center line markings are not in place. The signs and markings shall remain in place until permanent pavement markings are installed.
4. Signs shall be spaced at the distances recommended as per BC standards.
5. Additional signs may be required as directed by the Engineer. Signs shall remain in place until final surface is applied. Signs shall be considered subsidiary to Item 502 "BARRICADES, SIGNS AND TRAFFIC HANDLING."
6. Signs shall be fabricated and mounted on supports as shown on the BC standards and/or listed on the "Compliant Work Zone Traffic Control Devices" list.
7. Short term markings shall not be used to simulate edge lines.
8. All signs shall be constructed in accordance with the details found in the "Standard Highway Sign Designs for Texas," latest edition.

TABLE 1

Edge Condition	Edge Height (D)	* Warning Devices
① 	Less than or equal to: 1¼" (maximum-planing) 1½" (typical-overlay)	Sign: CW8-11
	Distance "D" may be a maximum of 1 1/4 " for planing operations and 2" for overlay operations if uneven lanes with edge condition 1 are open to traffic after work operations cease.	
② 	Less than or equal to 3"	Sign: CW8-11
③  Notched Wedge Joint	Distance "D" may be a maximum of 3" if uneven lanes with edge condition 2 or 3 are open to traffic after work operations cease. Uneven lanes should not be open to traffic when "D" is greater than 3".	

TRAFFIC CONTROL DURING PLANING, OVERLAY AND LEVELING OPERATIONS ARE SHOWN ELSEWHERE IN THE PLANS.

MINIMUM WARNING SIGN SIZE	
Conventional roads	36" x 36"
Freeways/expressways, divided roadways	48" x 48"

Texas Department of Transportation

Traffic Operations Division Standard

SIGNING FOR UNEVEN LANES

WZ(UL)-13

FILE: wzul-13.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
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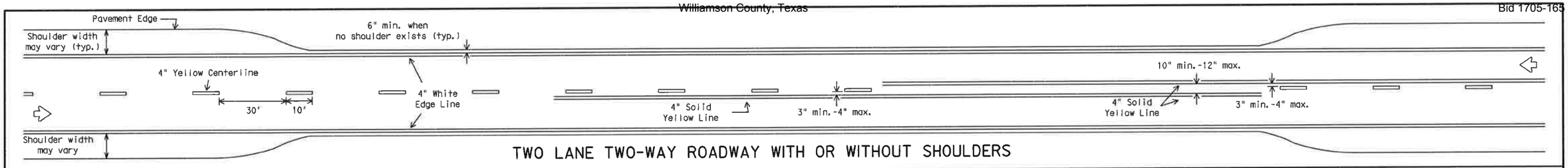
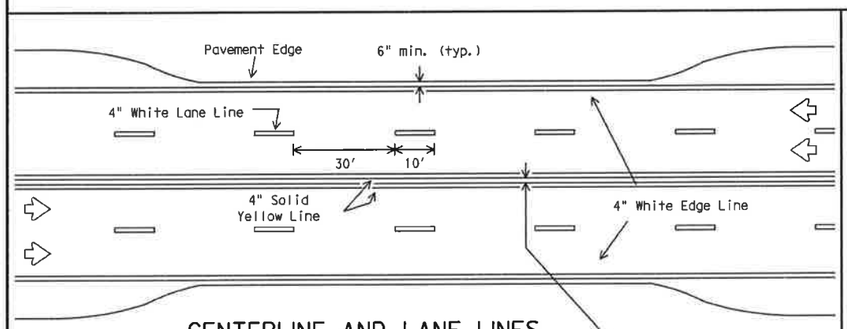
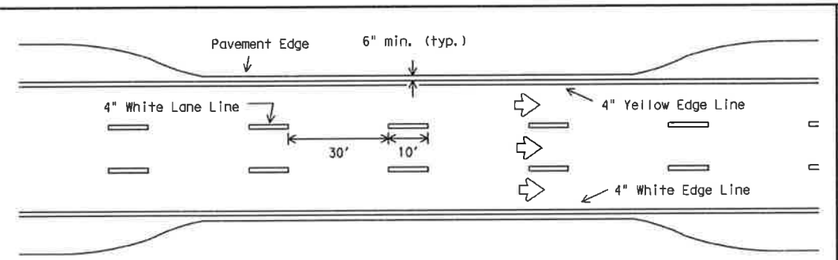


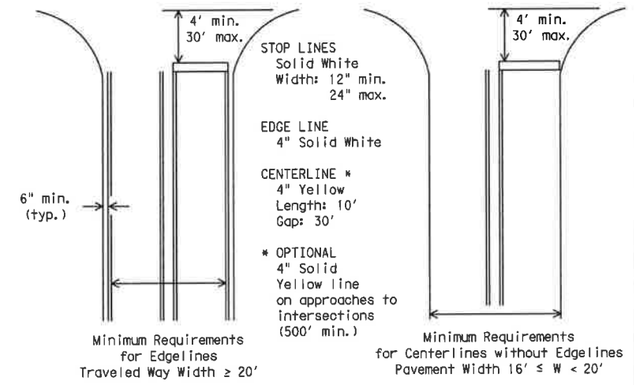
TWO LANE TWO-WAY ROADWAY WITH OR WITHOUT SHOULDERS



CENTERLINE AND LANE LINES FOUR LANE TWO-WAY ROADWAY WITH OR WITHOUT SHOULDERS

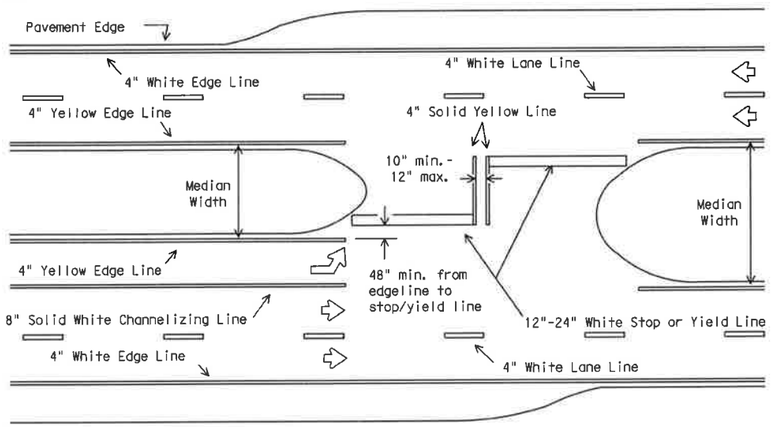


EDGE LINE AND LANE LINES ONE-WAY ROADWAY WITH OR WITHOUT SHOULDERS



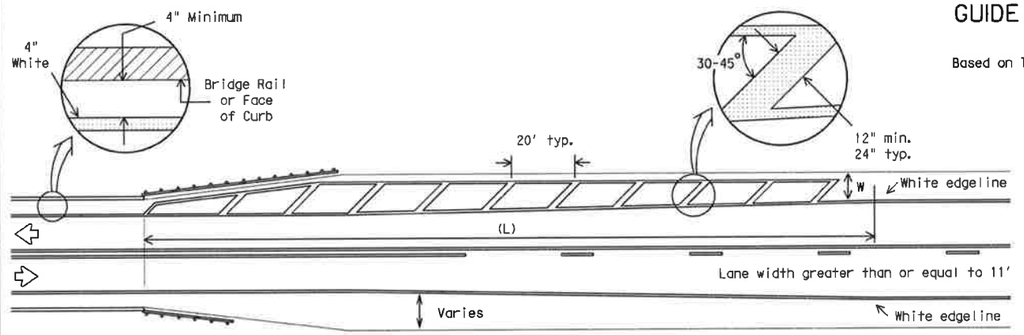
GUIDE FOR PLACEMENT OF STOP LINES, EDGE LINE & CENTERLINE

Based on Traveled Way and Pavement Widths for Undivided Highways



All medians shall be field measured to determine the location of necessary striping. Stop/Yield bars and centerlines shall be placed when the median width is greater than 30 ft. The median width is defined as the area between two roadways of a divided highway measured from edge of traveled way to edge of traveled way. The median excludes turn lanes. The median width might be different between intersections, interchanges and of opposite approaches of the same intersection. The narrow median width will be the controlling width to determine if markings are required.

FOUR LANE DIVIDED ROADWAY INTERSECTIONS



NOTES:

1. No-passing zone on bridge approach is optional but if used, it shall be a minimum 500 feet long.
2. For crosshatching length (L) see Table 1.
3. The width of the offset (W) and the required crosshatching width is the full shoulder width in advance of the bridge.
4. The crosshatching is not required if delineators or barrier reflectors are used along the structure.
5. For guard fence details, refer elsewhere in the plans.

ROADWAYS WITH REDUCED SHOULDER WIDTHS ACROSS BRIDGE OR CULVERT

TABLE 1 - TYPICAL LENGTH (L)

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

* 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 crosshatching 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 crosshatching should be:

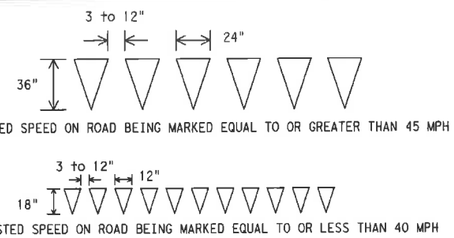
$L = 4(40)^2 / 60 = 106.67$ ft. rounded to 110 ft.

GENERAL NOTES

1. Edgeline striping shall be as shown in the plans or as directed by the Engineer. The edgeline 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. Edgelines are not required in curb and gutter sections of roadways.
2. 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 edgeline to inside of edgeline 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.



YIELD LINES

Texas Department of Transportation
Traffic Operations Division

TYPICAL STANDARD PAVEMENT MARKINGS

PM(1)-12

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3-03				

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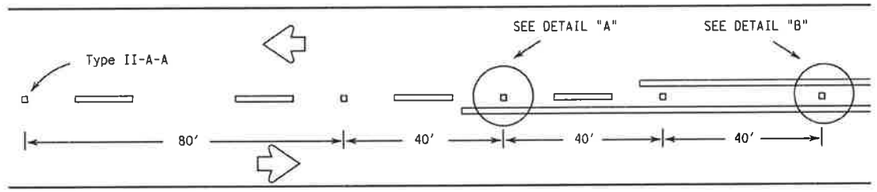
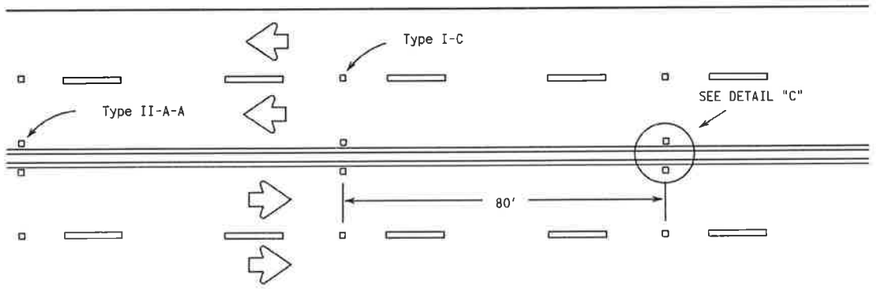
REFLECTIVE RAISED PAVEMENT MARKERS FOR VEHICLE POSITIONING GUIDANCE

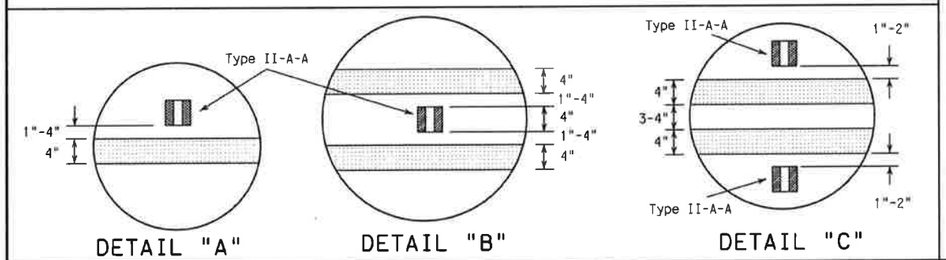


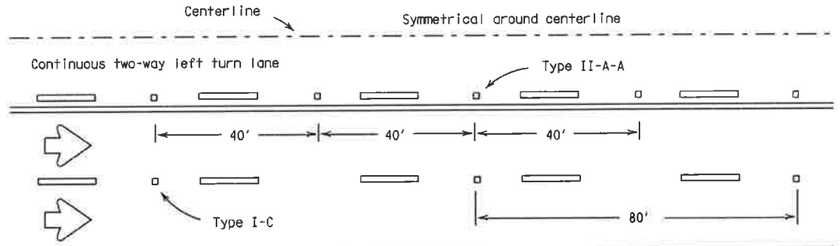
CENTERLINE FOR ALL TWO LANE ROADWAYS



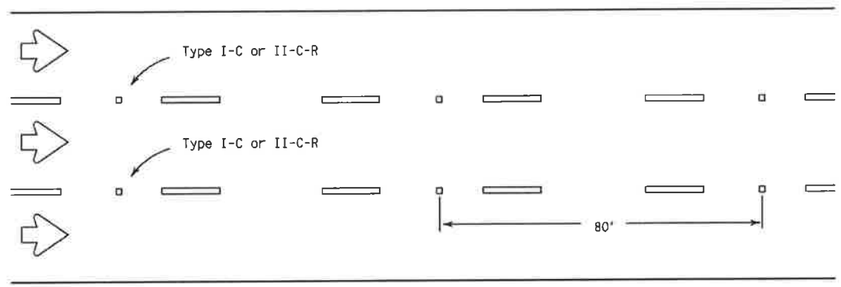
CENTERLINE & LANE LINES FOR FOUR LANE TWO-WAY HIGHWAYS

Raised pavement marker Type I-C, clear face toward normal traffic, shall be placed on 80-foot centers.



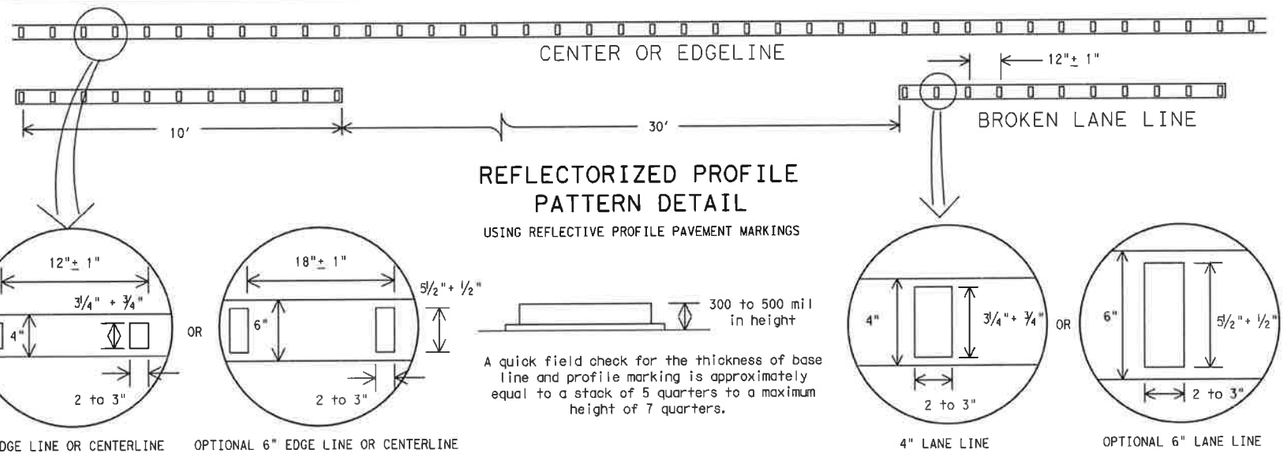


CENTERLINE AND LANE LINES FOR TWO-WAY LEFT TURN LANE



LANE LINES FOR ONE-WAY ROADWAY (NON-FREEWAY FACILITIES)

Raised pavement markers Type II-C-R shall have clear face toward normal traffic and red face toward wrong-way traffic.



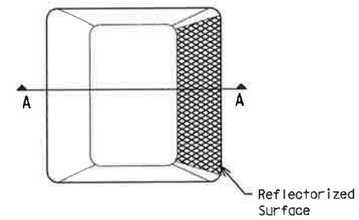
NOTE:
Profile markings shall not be placed on roadways with a posted speed limit of 45 MPH or less.

GENERAL NOTES

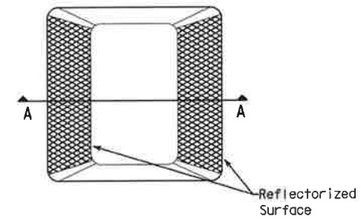
1. All raised pavement markers placed in broken lines shall be placed in line with and midway between the stripes.
2. On concrete pavements the raised pavement markers should be placed to one side of the longitudinal joints.

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

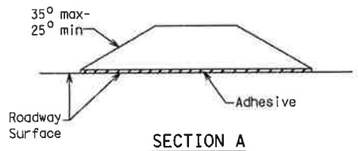
All pavement marking materials shall meet the required Departmental Material Specifications as specified by the plans.



Type I (Top View)



Type II (Top View)



SECTION A

RAISED PAVEMENT MARKERS

Texas Department of Transportation
Traffic Operations Division

POSITION GUIDANCE USING RAISED MARKERS
REFLECTORIZED PROFILE MARKINGS

PM(2)-12

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REVISIONS		DN: TXDOT	CK: TXDOT	DW: TXDOT	CK: TXDOT
4-92	2-10	CONT	SECT	JOB	HIGHWAY
5-00	2-12				
8-00		DIST	COUNTY		SHEET NO.
2-08					34

DATE:
FILE:

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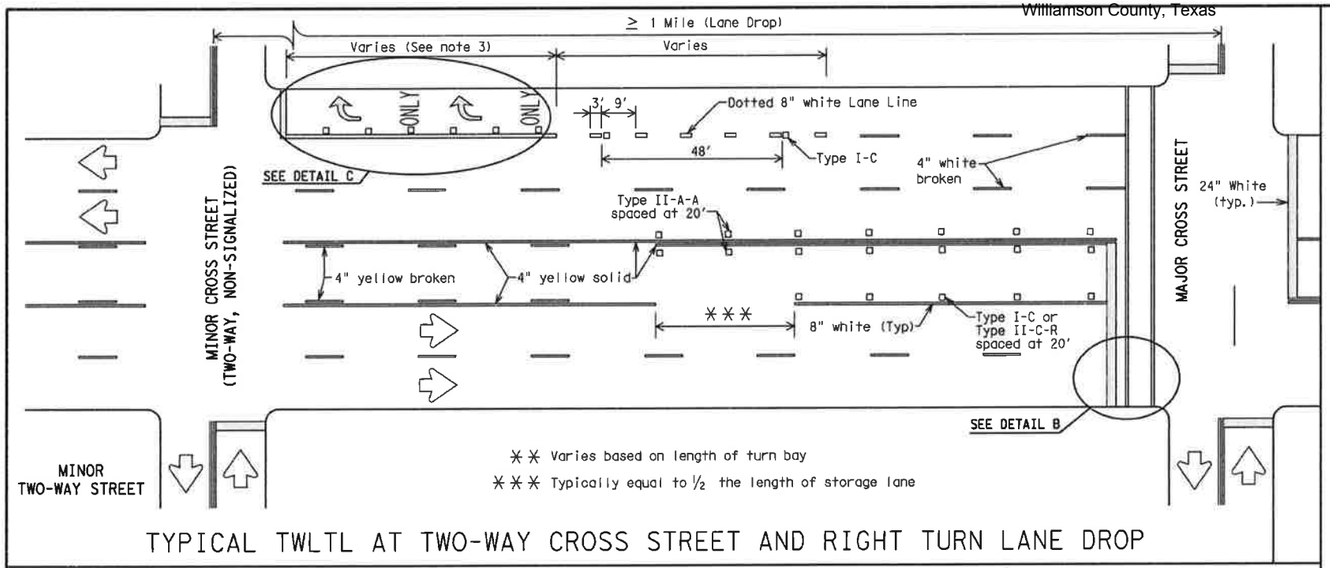
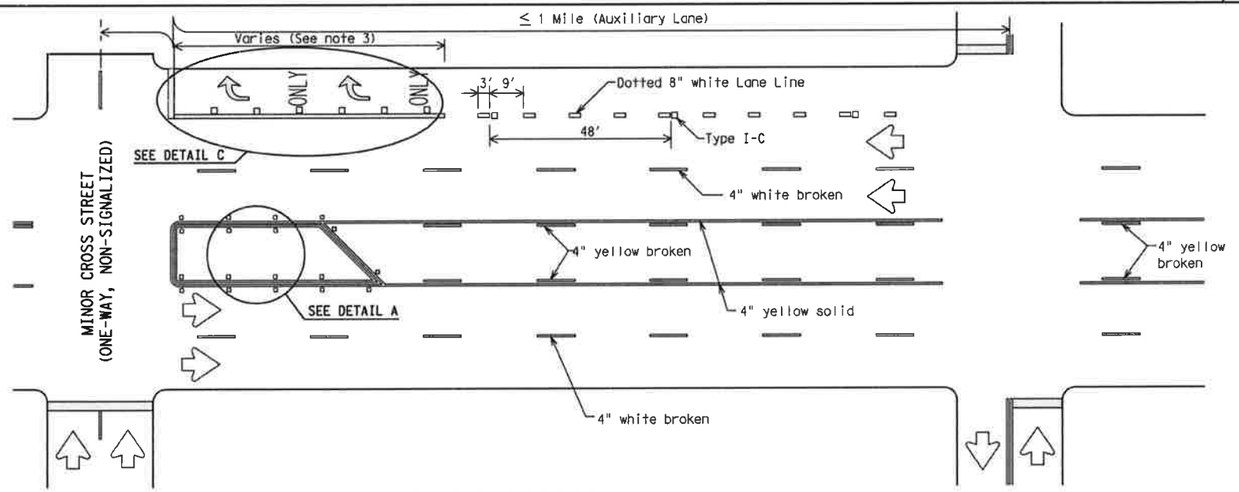
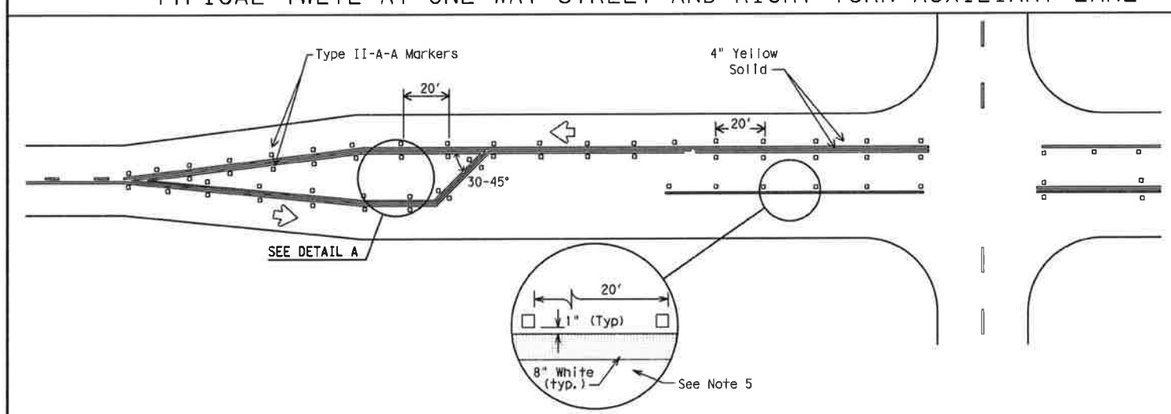


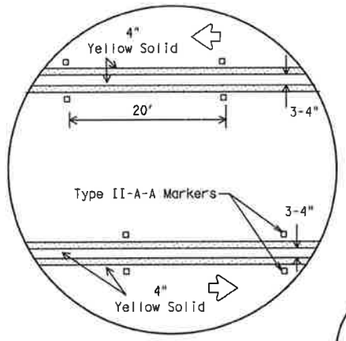
TYPICAL TWLTL AT TWO-WAY CROSS STREET AND RIGHT TURN LANE DROP



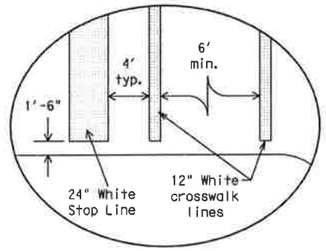
TYPICAL TWLTL AT ONE-WAY STREET AND RIGHT TURN AUXILIARY LANE



TYPICAL TWO-LANE HIGHWAY INTERSECTION WITH LEFT TURN BAYS

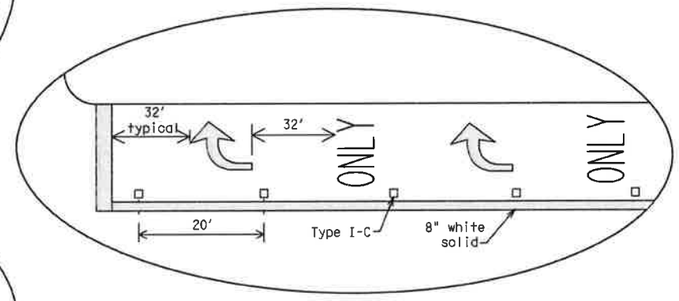


DETAIL A



Final placement of Stop Bar and Crosswalk shall be approved by the Engineer in the field.

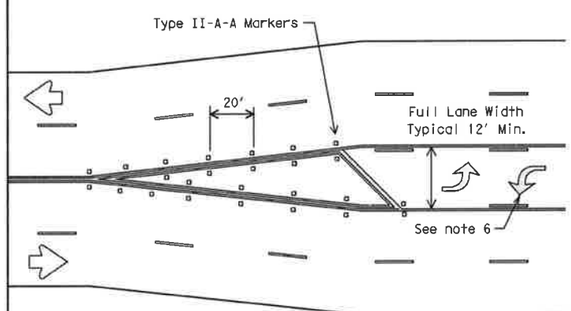
DETAIL B



DETAIL C

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.



TYPICAL TRANSITION FOR TWLTL AND DIVIDED HIGHWAY

GENERAL NOTES

1. Refer elsewhere in plans for additional RPM placement and details.
2. Lane use word and arrow markings shall be used where through lanes approaching an intersection become mandatory turn lanes. Lane use word and arrow markings should be used in auxiliary lanes of substantial length. Lane use arrow markings or word and arrow markings may be used in other lanes and turn bays for emphasis. Details for words and arrows as shown in the Standard Highway Sign Designs for Texas.
3. When lane used word and arrow markings are used, two sets of arrows should be used if the length of the bay is greater than 180 feet. When a single lane use arrow or word and arrow marking is used for a short turn lane, it should be located at or near the upstream end of the full-width turn lane.
4. Other crosswalk paterns as shown in the "Texas Manual on Uniform Traffic Control Devices" may be used.
5. Raised pavement marker Type I-C with undivided highways, flush medians and two way left turn lanes. Raised pavement marker Type II-C-R with divided highways and raised medians.
6. A two-way left-turn (TWLT) lane-use arrow pavement marking should be used at or just downstream from the beginning of a two-way left-turn lane within a corridor. Repeating the marking after each intersection or dedicated turn bay is not required unless stated elsewhere in the plans.

Texas Department of Transportation
Traffic Operations Division

PAVEMENT MARKINGS FOR TWO-WAY LEFT TURN LANES DIVIDED HIGHWAYS AND RURAL LEFT TURN BAYS

PM(3)-12

©TxDOT April 1998

DN: TXDOT	CK: TXDOT	DW: TXDOT	CK: TXDOT
CONT	SECT	JOB	HIGHWAY
DIST	COUNTY		SHEET NO.
			35

REVISIONS
5-00 2-12
8-00
3-03
2-10

DATE:
FILE:

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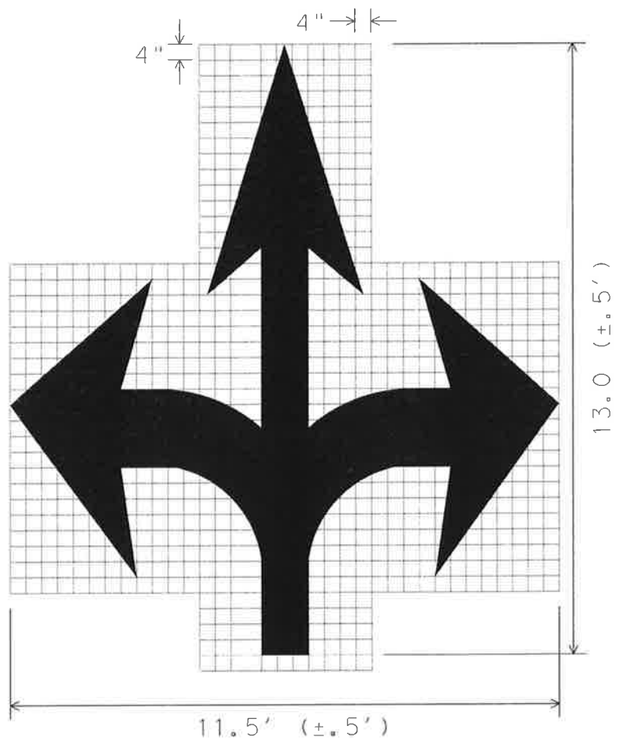

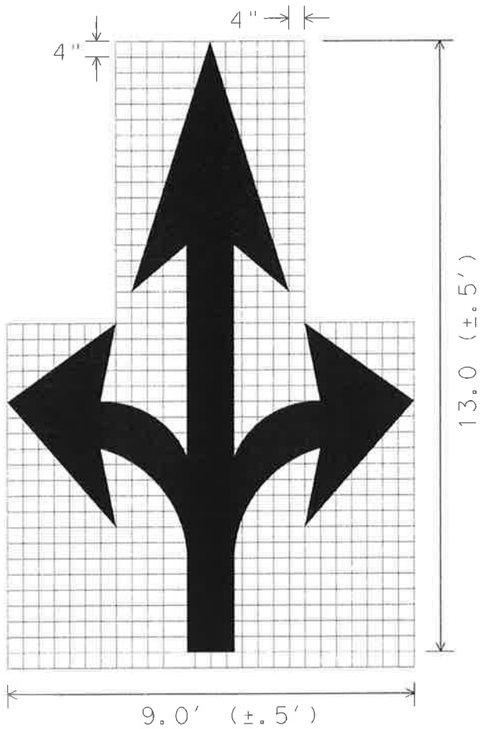

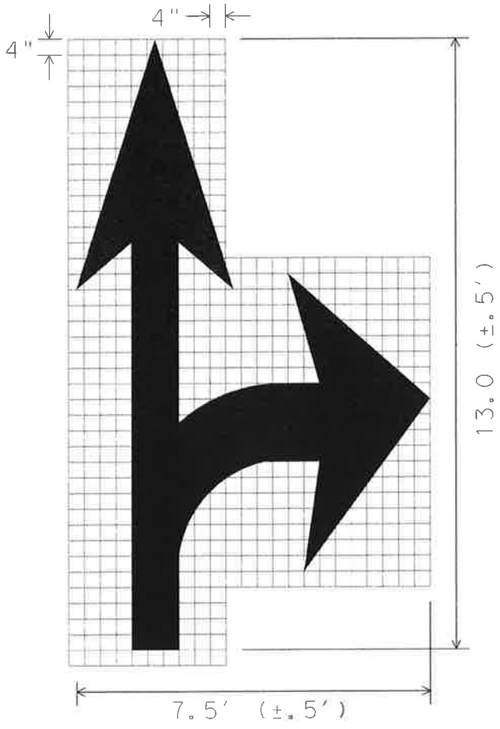

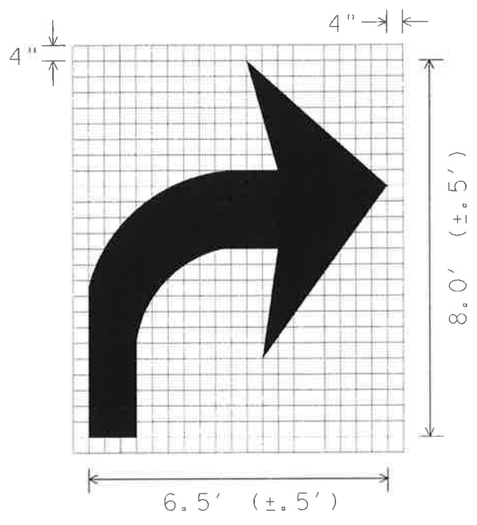

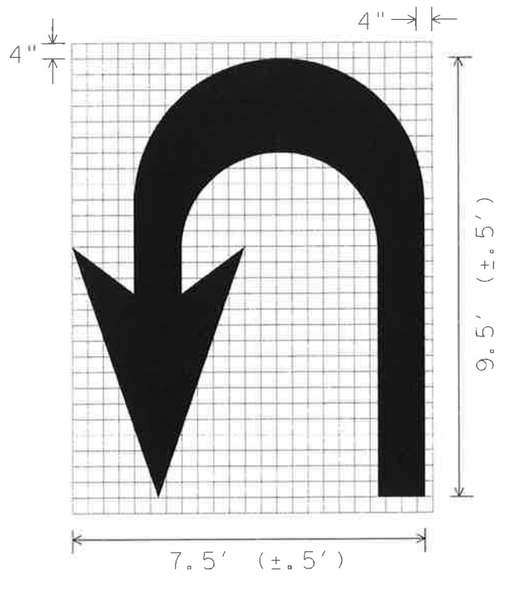

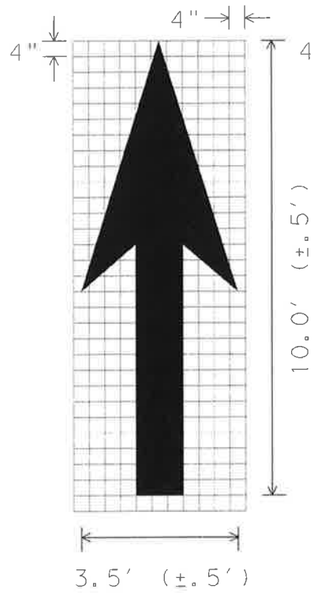

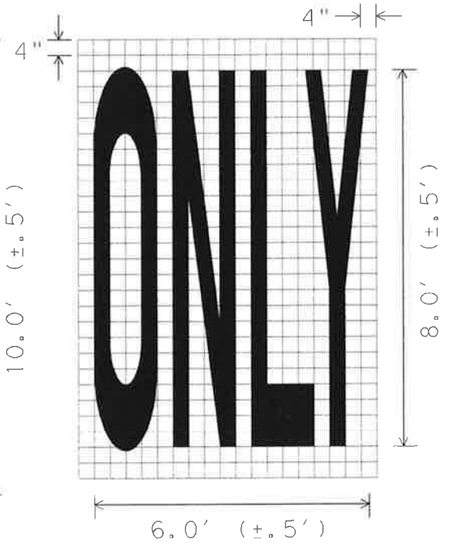

GENERAL NOTES;

1. Minimum 8 foot white markings should be used, unless otherwise noted. If message consists of more than one word, it should be placed with first word nearest the driver.
2. These details are standard size for normal installation; sizes may be reduced approximately one-third for low speed urban conditions; larger sizes may be needed for freeways, above average speed conditions or other critical locations.
3. The longitudinal space between markings should be at least four times the height of the markings, on low speed roads, but should not exceed ten times the height under any condition.
4. Markings considered appropriate for use when warranted include the following:
   A. Regulatory
      STOP
      RIGHT (LEFT) TURN ONLY
      25 MPH
      SYMBOL ARROWS
   B. Warning
      STOP AHEAD
      SIGNAL AHEAD
      SCHOOL
      SCHOOL X-ING
      PED X-ING
      R X R (see RCPM standard)
   C. Guide
      US XXX
      ROUTE XXX
      STATE XXX
      Other words or symbols may be necessary under certain conditions
5. Uncontrolled use of pavement markings can result in driver confusion. Word and symbol markings should be no more than three lines.
6. The word "STOP" shall not be used on the pavement unless accompanied by a Stop line and Stop sign. The word "STOP" shall not be placed on the pavement in advance to a stop line, unless every vehicle is required to stop at all times.
7. Pavement markings should generally be no more than one lane in width, with School messages being the exception. For details of School and School crossing pavement markings, refer to Part VII of the "Texas Manual on Uniform Traffic Control Devices".
8. Spacing between letters should be approximately 4 inches. The width of letters may vary depending on the width of the travel lanes.
9. Lane-Use arrow markings may be used to convey either guidance or mandatory messages. Arrows used to convey a mandatory movement must be accompanied by standard signs and the pavement marking word "ONLY".
10. Pavement markings are to be located as specified elsewhere in the plans.

SPACING BETWEEN LINES OF PAVEMENT MARKINGS	
MPH	SPACING
≤ 45	MINIMUM 4 TIMES THE LETTER HEIGHT
> 45	MINIMUM - 4 TIMES THE LETTER HEIGHT MAXIMUM - 10 TIMES THE LETTER HEIGHT

STANDARD PLANS
Texas Department of Transportation
Traffic Operations Division

STANDARD PAVEMENT MARKINGS (ARROWS)

PM(6)-01

© TxDOT March 2001	DW:	CK: GRB	DC: FDN	CK: CAL
REVISIONS	CONT.	SECT.	JOB	HIGHWAY
				SHEET 36
	COUNTY			

22H

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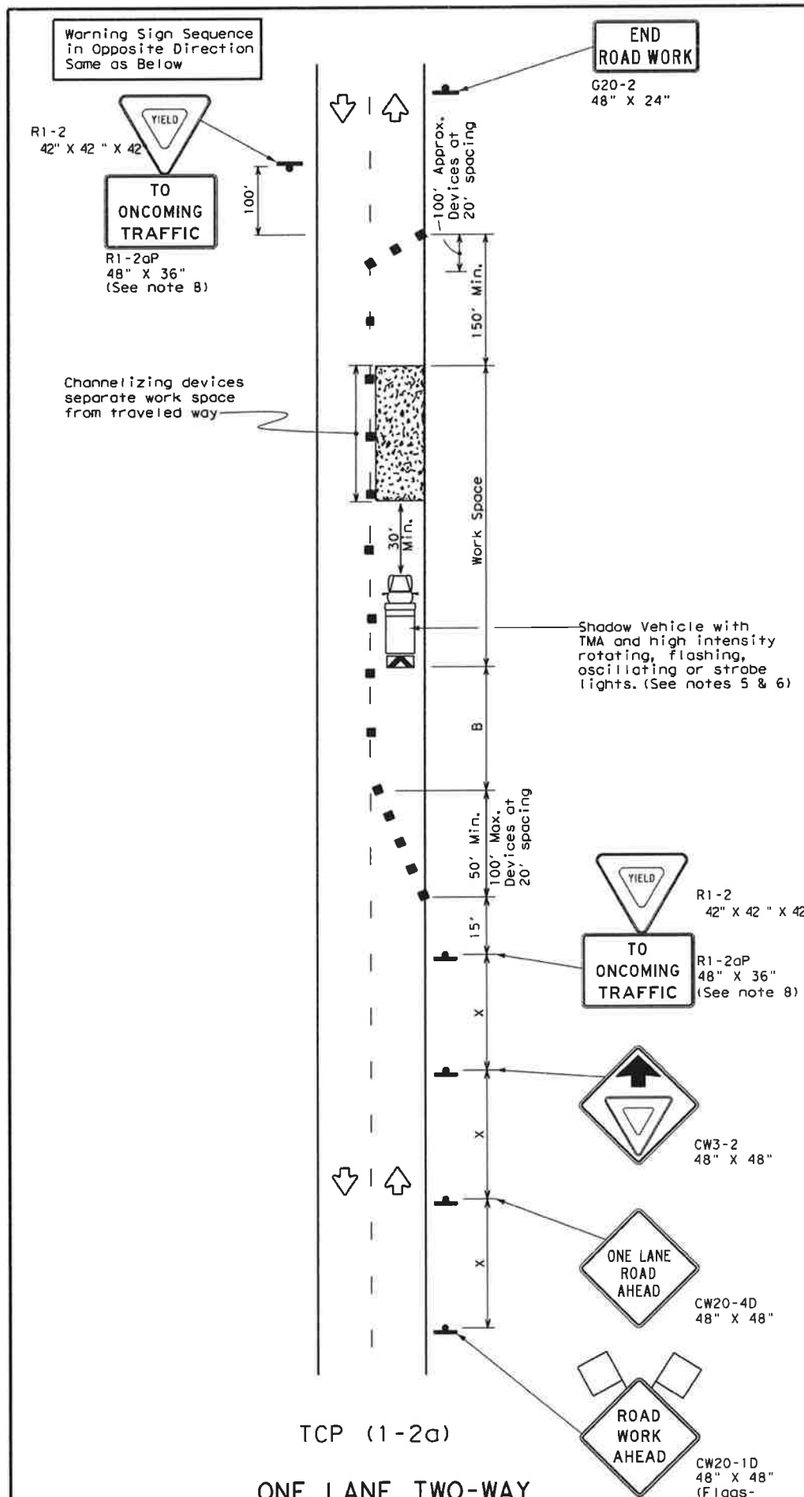
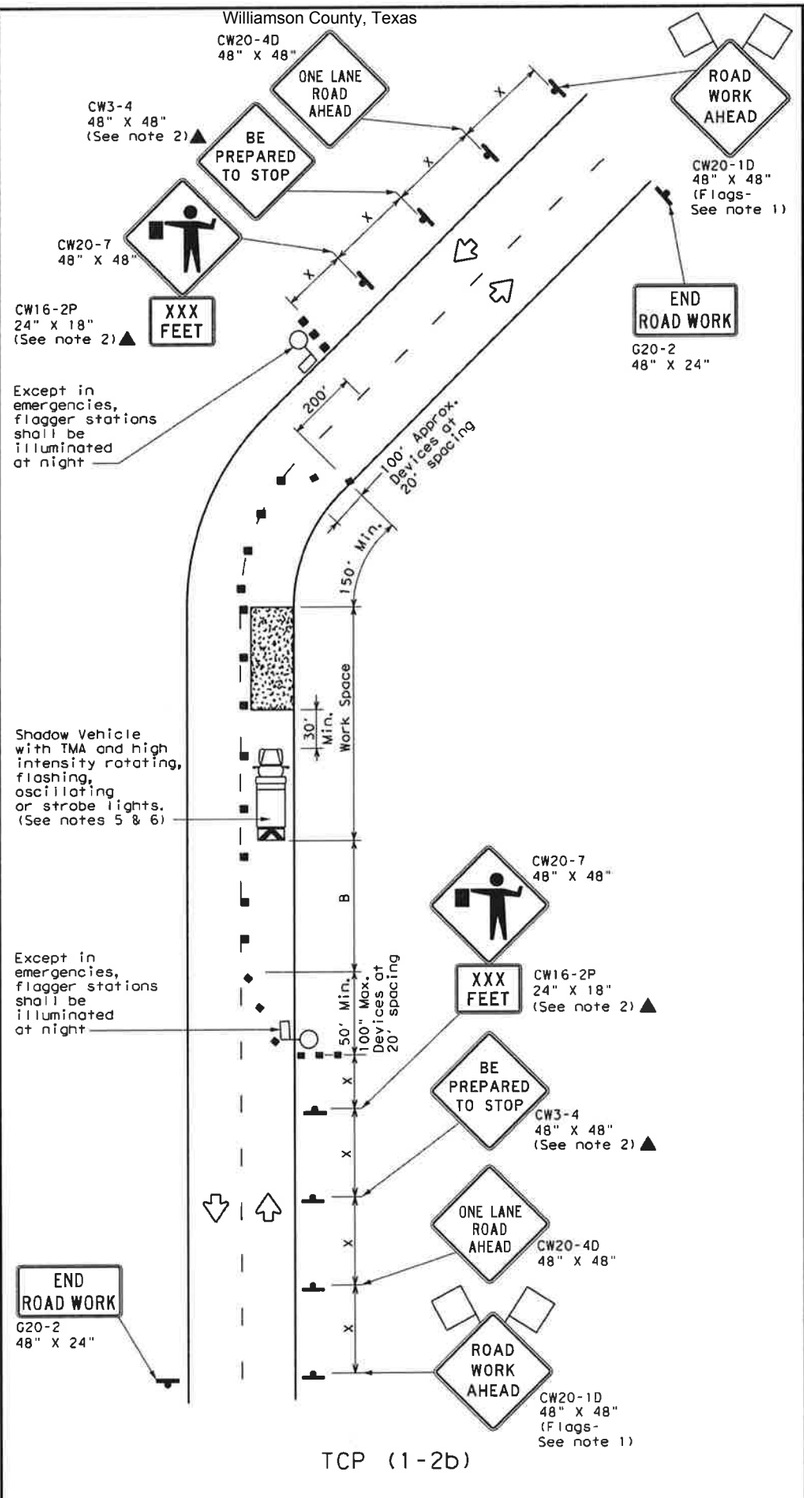
FILE:



TCP (1-2a)

ONE LANE TWO-WAY CONTROL WITH YIELD SIGNS

(Less than 2000 ADT - See note 7)



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	M	Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed *	Formula	Minimum Desirable Taper Lengths ** 10' Offset	11' Offset	12' Offset	Suggested Maximum Spacing of Channelizing Devices On a Taper	On a Tangent	Minimum Sign Spacing "X" Distance	Suggested Longitudinal Buffer Space "B"	Stopping Sight Distance
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

** 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

1. Flags attached to signs where shown are REQUIRED.
2. 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.
3. 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.
4. 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.
5. 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.
6. 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)

7. 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.
8. R1-2 "YIELD" sign with R1-2aP "TO ONCOMING TRAFFIC" plaque shall be placed on a support at a 7 foot minimum mounting height.

TCP (1-2b)

9. Flaggers should use two-way radios or other methods of communication to control traffic.
10. Length of work space should be based on the ability of flaggers to communicate.
11. 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).
12. Channelizing devices on the center-line may be omitted when a pilot car is leading traffic and approved by the Engineer.
13. 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

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DN: TXDOT	CK: TXDOT	DW: TXDOT	CK: TXDOT

REVISIONS	CONT	SECT	JOB	HIGHWAY
4-90 2-12				
2-94	DIST	COUNTY		SHEET NO.
1-97				37
4-98				

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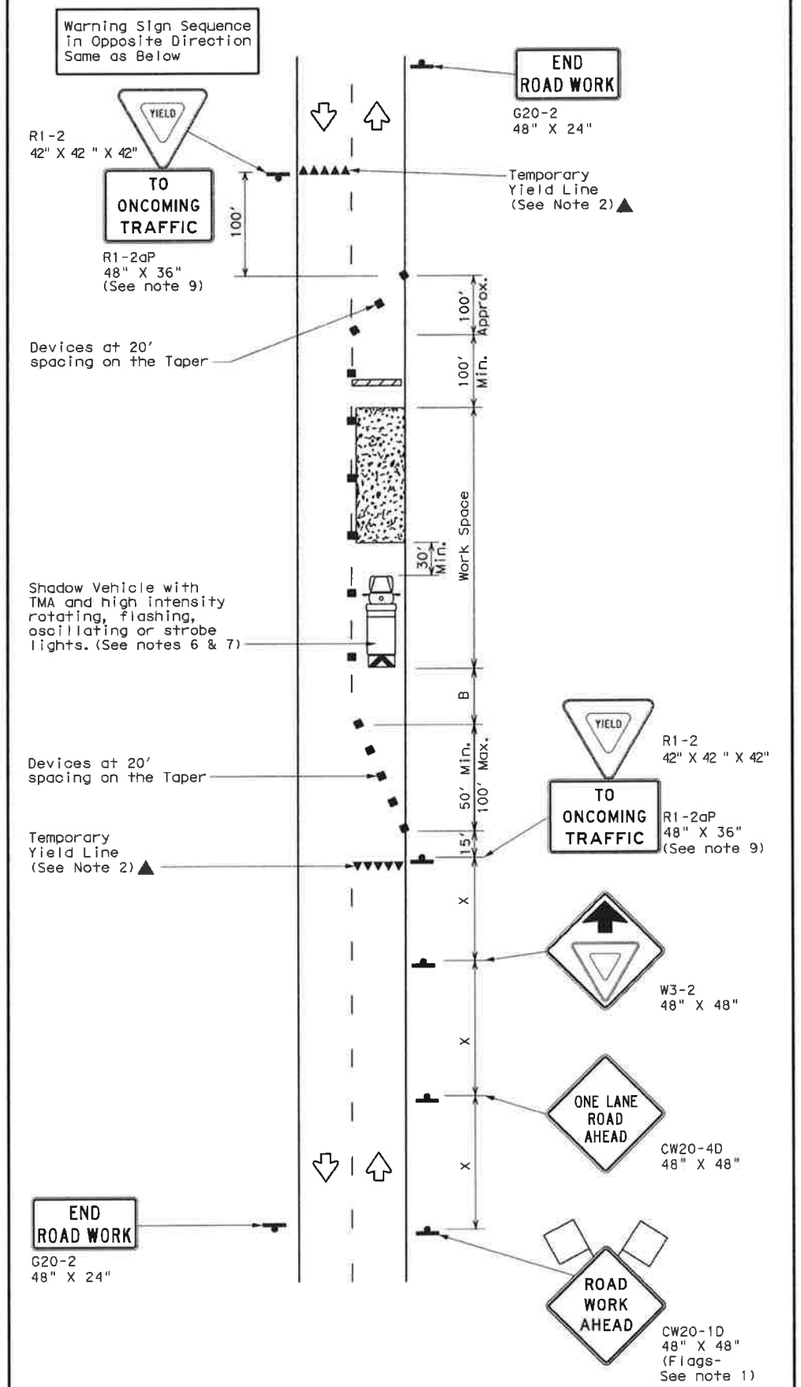
DATE:
FILE:



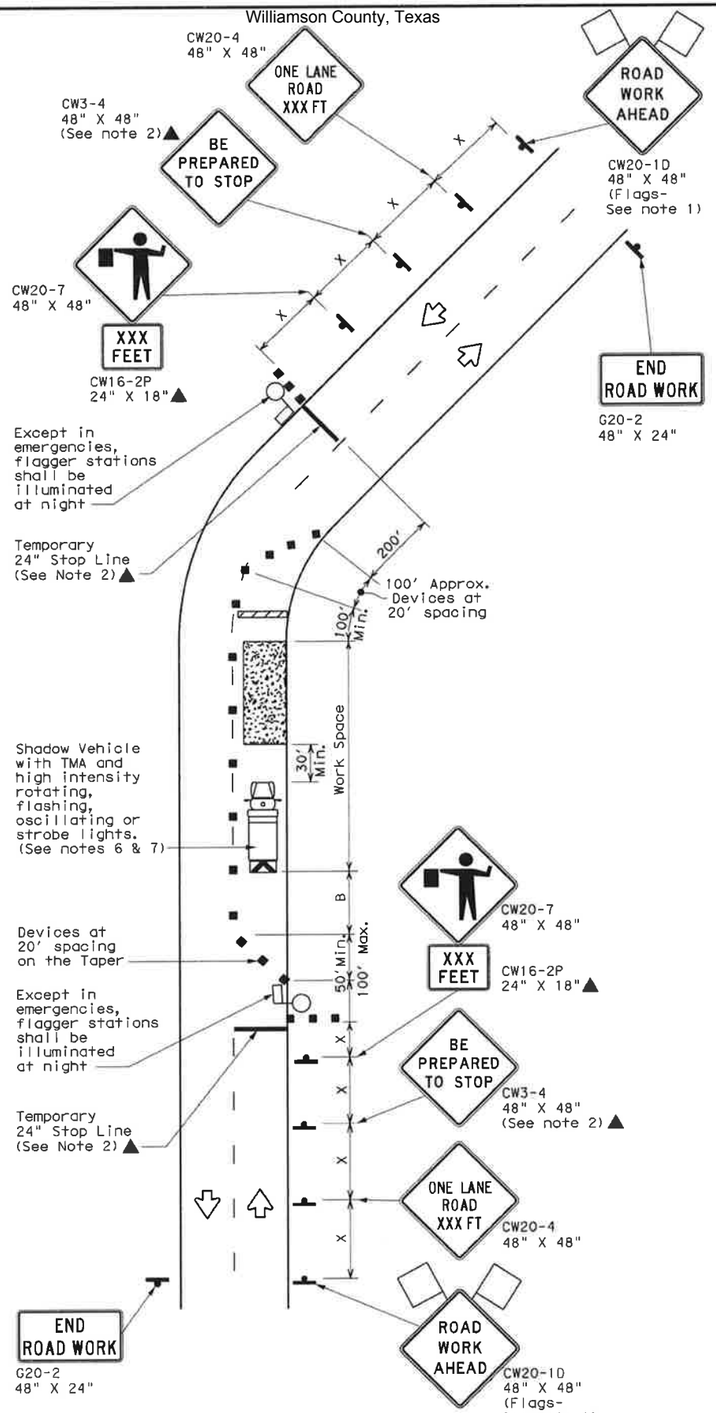
TCP (2-2a)

2-LANE ROADWAY WITHOUT PAVED SHOULDERS

ONE LANE TWO-WAY

CONTROL WITH YIELD SIGNS

(Less than 2000 ADT - See Note 9)



TCP (2-2b)

2-LANE ROADWAY WITHOUT PAVED SHOULDERS

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	M	Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed *	Formula	Minimum Desirable Taper Lengths ** 10' Offset	11' Offset	12' Offset	Suggested Maximum Spacing of Channelizing Devices On a Taper	On a Tangent	Minimum Sign Spacing "X" Distance	Suggested Longitudinal Buffer Space "B"	Stopping Sight Distance
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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

** 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

1. Flags attached to signs where shown, are REQUIRED.
2. 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.
3. The CW3-4 "BE PREPARED TO STOP" sign may be installed after the CW20-4 "ONE LANE ROAD XXX FT" sign, but proper sign spacing shall be maintained.
4. Flaggers should use two-way radios or other methods of communication to control traffic.
5. Length of work space should be based on the ability of flaggers to communicate.
6. 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. 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.
7. Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect a wider work space.

TCP (2-2a)

8. The R1-2 "YIELD" sign traffic control may be used on projects with approaches that have adequate sight distance. For projects in urban areas, work space should be no longer than one half city block. In rural areas, roadways with less than 2000 ADT, work space should be no longer than 400 feet.
9. The R1-2aP "YIELD TO ONCOMING TRAFFIC" sign shall be placed on a support at a 7 foot minimum mounting height.

TCP (2-2b)

10. Channelizing devices on the center line may be omitted when a pilot car is leading traffic and approved by the Engineer.
11. If the work space is located near a horizontal or vertical curve, the buffer distances should be increased in order to maintain stopping sight distance to the flagger and a queue of stopped vehicles. (See table above).
12. Flaggers should use 24" STOP/SLOW paddles to control traffic. Flags should be limited to emergency situtations.

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(2-2)-12

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DN: TXDOT	CK: TXDOT	DW: TXDOT	CK: TXDOT

REVISIONS
8-95 2-12
1-97
4-98
3-03

CONT	SECT	JOB	HIGHWAY

DIST	COUNTY	SHEET NO.
		38

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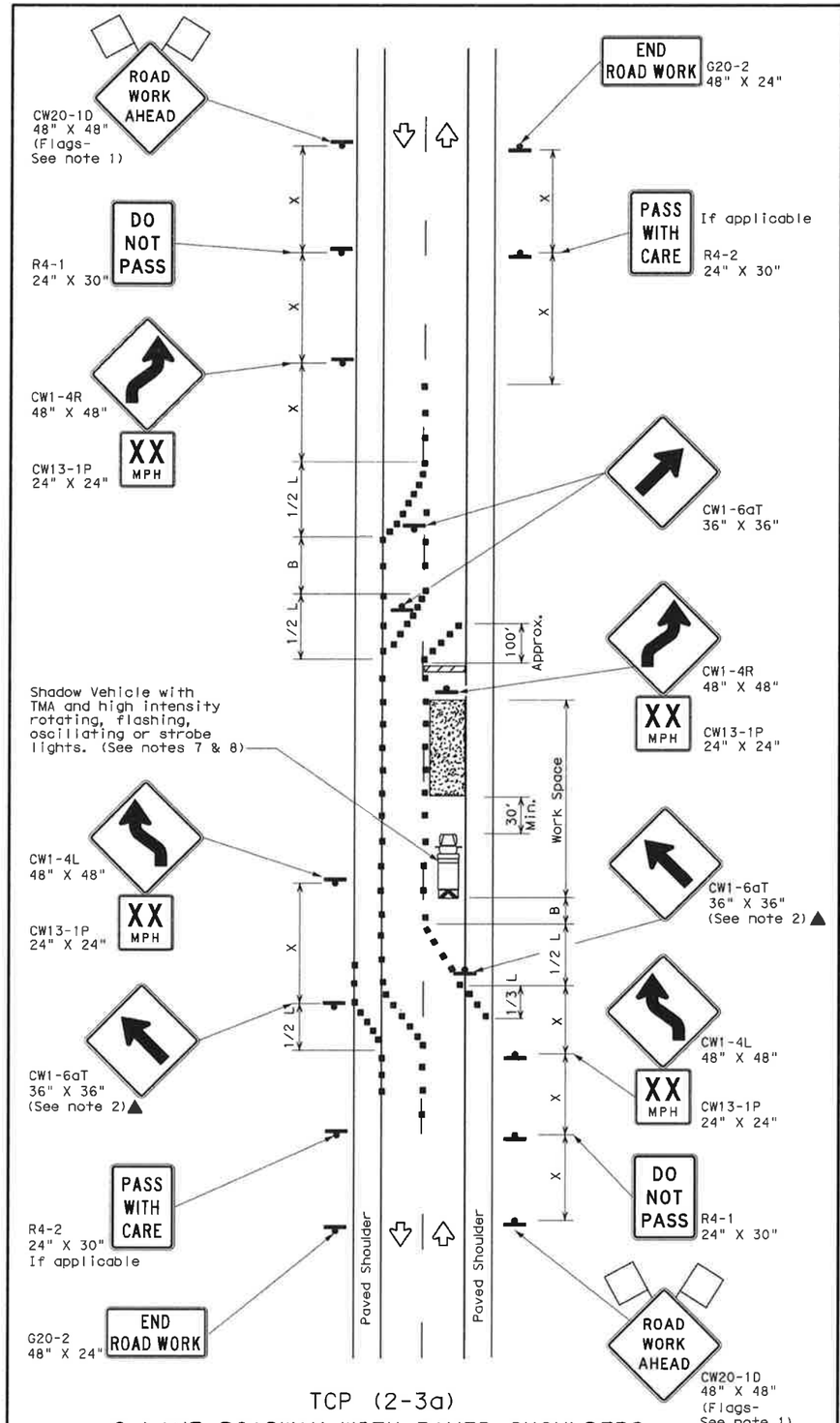
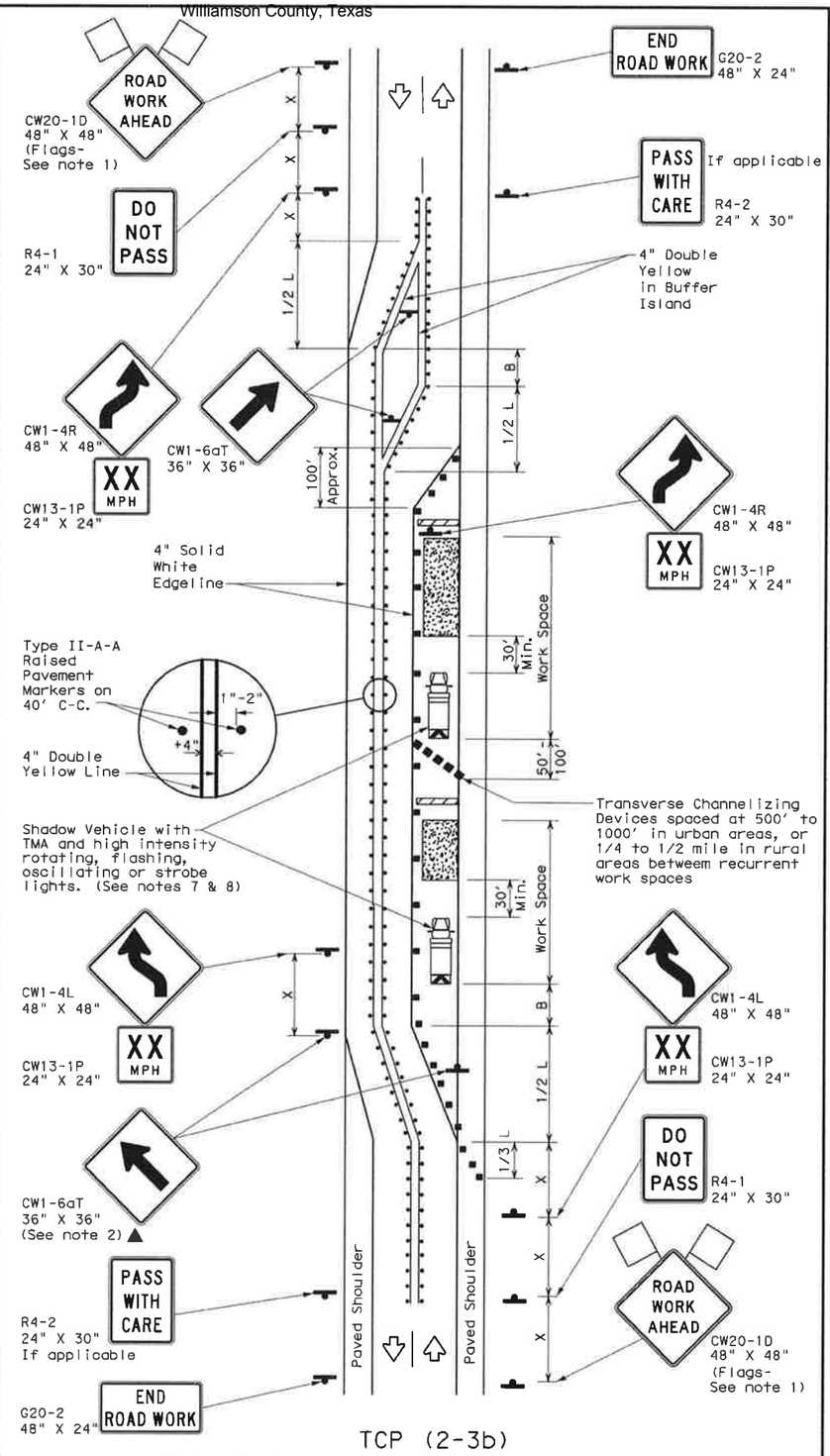


TCP (2-3a)
2-LANE ROADWAY WITH PAVED SHOULDERS

ONE LANE CLOSED
ADEQUATE FIELD OF VIEW



TCP (2-3b)
2-LANE ROADWAY WITH PAVED SHOULDERS

ONE LANE CLOSED
INADEQUATE FIELD OF VIEW

LEGEND			
	Type 3 Barricade	■ ■	Channelizing Devices
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Trailer Mounted Flashing Arrow Board	• • • •	Raised Pavement Markers Ty II-AA
	Sign		Traffic Flow
	Flag		Flagger

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

* Conventional Roads Only

** 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
				TCP(2-3b)ONLY
			✓	✓

GENERAL NOTES

1. Flags attached to signs where shown, are REQUIRED.
2. 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.
3. When work space will be in place less than three days existing pavement markings may remain in place. Channelizing devices shall be used to separate traffic.
4. Flagger control should NOT be used unless roadway conditions or heavy traffic volume require additional emphasis to safely control traffic. Flagger should be positioned at end of traffic queue.
5. The R4-1 "DO NOT PASS," R4-2 " PASS WITH CARE" and construction regulatory speed zone signs may be installed within CW20-1D "ROAD WORK AHEAD" signs. Proper spacing of signs shall be maintained.
6. Conflicting pavement marking shall be removed for long term projects.
7. 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.
8. Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect a wider work space.

TCP (2-3a)

9. Conflicting pavement markings shall be removed for long-term projects. For shorter durations where traffic is directed over a yellow centerline, channelizing devices which separate two-way traffic should be spaced on tapers at 20' or 15' if posted speeds are 35 mph or slower, and for tangent sections, at 1/2(S) where S is the speed in mph. This tighter device spacing is intended for the area of the conflicting markings, not the entire work zone.

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 TRAFFIC SHIFTS ON TWO-LANE ROADS

TCP(2-3)-12

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DN: TXDOT	CK: TXDOT	DW: TXDOT	CK: TXDOT

REVISIONS	CONT	SECT	JOB	HIGHWAY
8-95 2-12				
1-97	DIST	COUNTY		SHEET NO.
4-98				39
3-03				

PATE!

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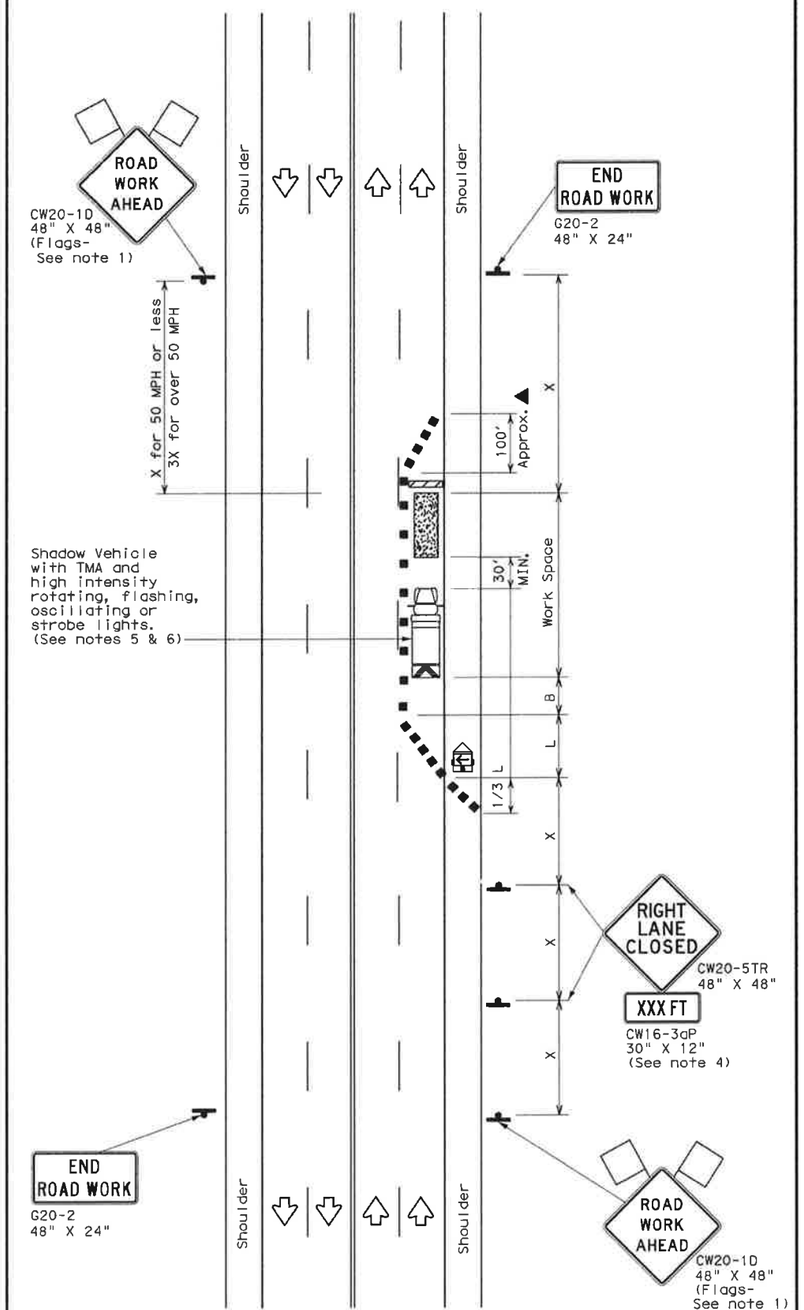
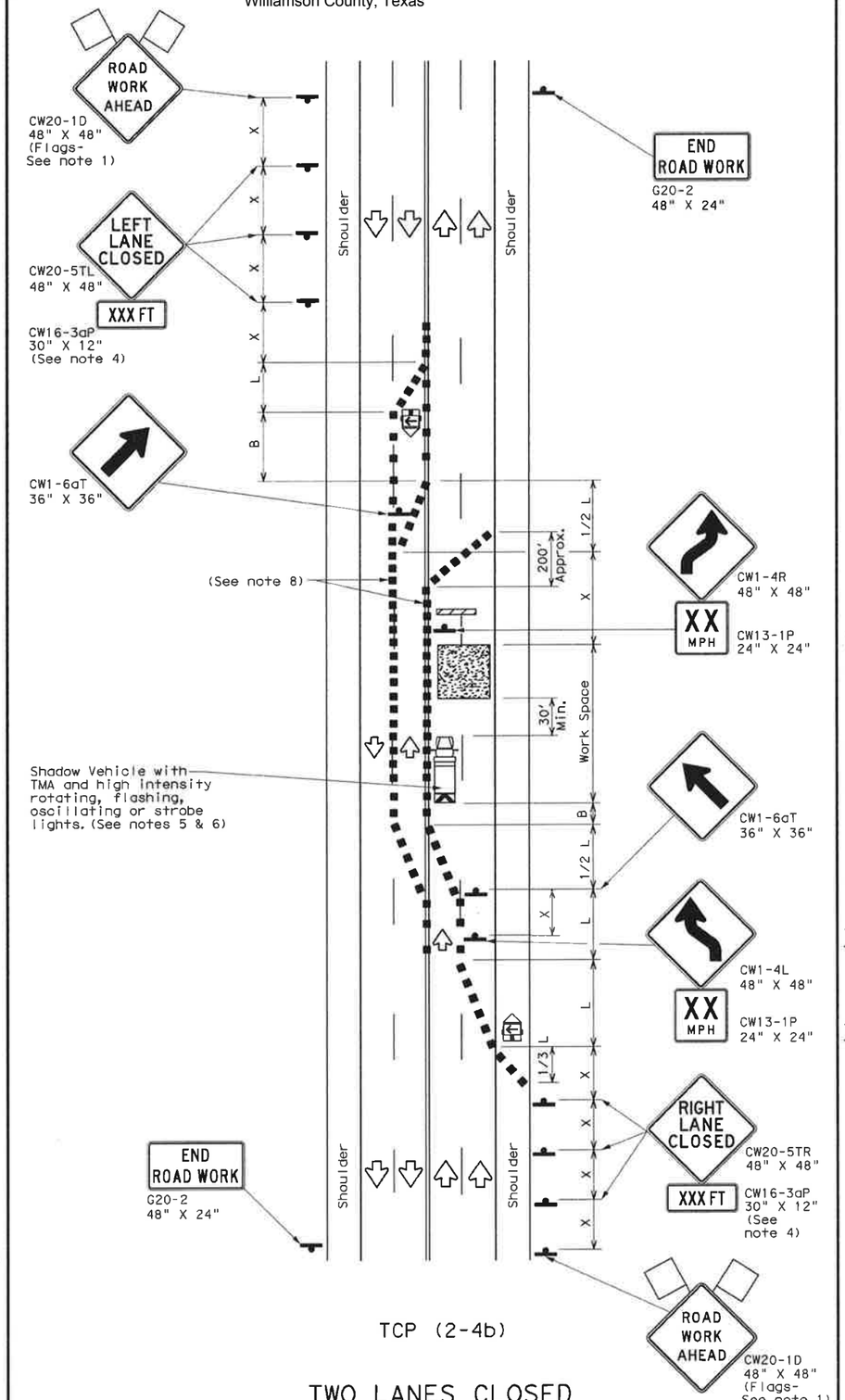


TCP (2-4a)

ONE LANE CLOSED



TCP (2-4b)

TWO LANES CLOSED

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

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

* Conventional Roads Only

** 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

1. Flags attached to signs where shown, are REQUIRED.
2. 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.
3. The downstream taper is optional. When used, it should be 100 feet minimum length per lane.
4. For short term applications, when post mounted signs are not used, the distance legend may be shown on the sign face rather than on a CW16-3aP supplemental plaque.
5. 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.
6. Additional Shadow Vehicles with TMAs may be positioned in each closed lane, on the shoulder or off the paved surface, next to those shown in order to protect a wider work space.

TCP (2-4a)

7. If this TCP is used for a left lane closure, CW20-5TL "LEFT LANE CLOSED"signs shall be used and channelizing devices shall be placed on the centerline to protect the work space from opposing traffic with the arrow board placed in the closed lane near the end of the merging taper.

TCP (2-4b)

8. For shorter durations where traffic is directed over a yellow centerline, channelizing devices which separate two-way traffic should be spaced on tapers at 20' or 15' if posted speeds are 35 mph or slower, and for tangent sections, at 1/2(S) where S is the speed in mph. This tighter devices spacing is intended for the area of conflicting markings, not the entire work zone.

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
LANE CLOSURES ON MULTILANE CONVENTIONAL ROADS

TCP(2-4)-12

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REVISIONS	DN: TXDOT	CK: TXDOT	DW: TXDOT	CK: TXDOT
8-95 2-12	CONT	SECT	JOB	HIGHWAY
1-97				
4-98	DIST	COUNTY		SHEET NO.
3-03				40

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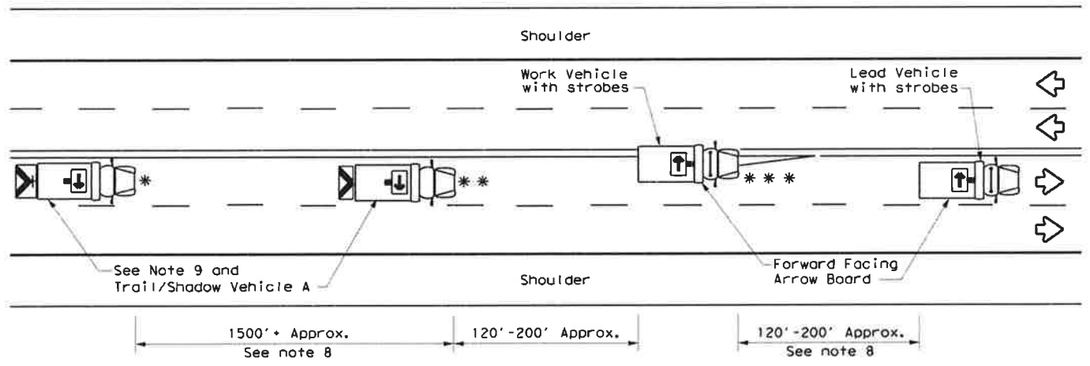
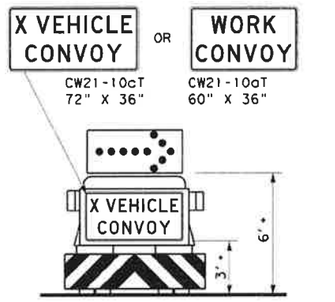


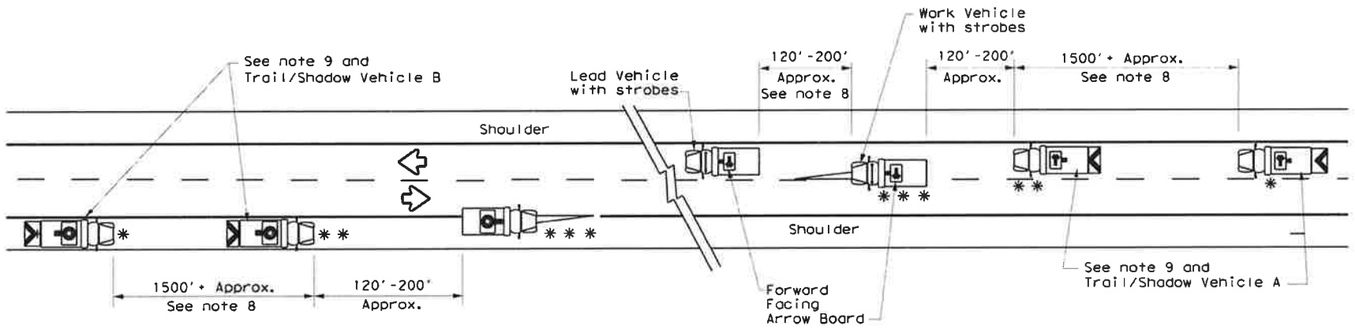
TCP (3-1a)

UNDIVIDED MULTILANE ROADWAY



TRAIL/SHADOW VEHICLE A

with RIGHT Directional display Flashing Arrow Board

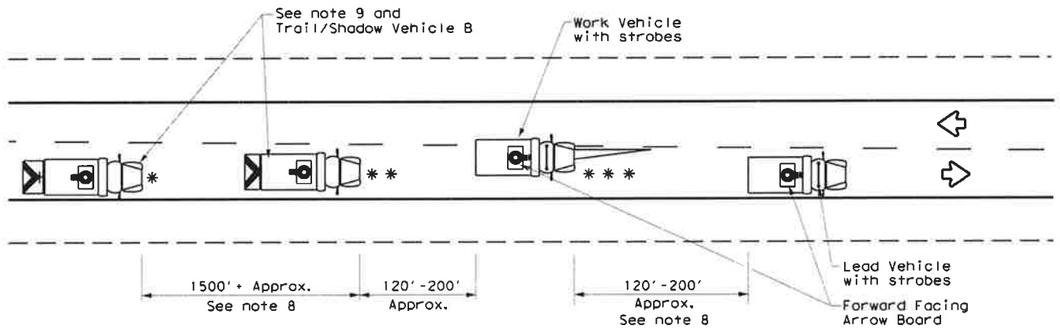


WORK ON SHOULDER

WORK ON TRAVEL LANE

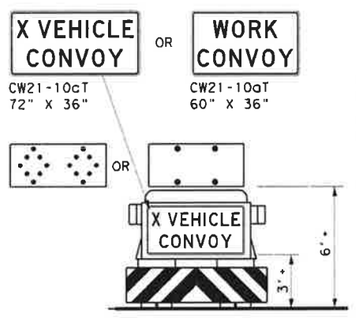
TCP (3-1b)

TWO-WAY ROADWAY WITH PAVED SHOULDERS



TCP (3-1c)

TWO-WAY ROADWAY WITHOUT PAVED SHOULDERS



TRAIL/SHADOW VEHICLE B

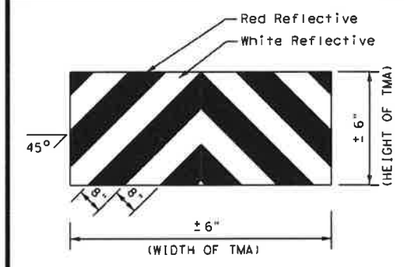
with Flashing Arrow Board in CAUTION display

LEGEND			
*	Trail Vehicle	ARROW BOARD DISPLAY	
* *	Shadow Vehicle		
* * *	Work Vehicle		RIGHT Directional
	Heavy Work Vehicle		LEFT Directional
	Truck Mounted Attenuator (TMA)		Double Arrow
	Traffic Flow		CAUTION (Alternating Diamond or 4 Corner Flash)

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

GENERAL NOTES

1. TRAIL, SHADOW, and LEAD vehicles shall be equipped with arrow boards as illustrated. When a LEAD vehicle is not used the WORK vehicle must be equipped with an arrow board. The Engineer will determine if the LEAD VEHICLE and/or TRAIL VEHICLE are required based on prevailing roadway conditions, traffic volume, and sight distance restrictions.
2. The use of amber high intensity rotating, flashing, oscillating, or strobe lights on vehicles are required. Blue high intensity rotating, flashing, oscillating or strobe lights when mounted on the driver's side of the vehicle may be operated simultaneously with the amber beacons or strobe lights.
3. The use of truck mounted attenuators (TMA) on the SHADOW VEHICLE and TRAIL VEHICLE are required.
4. Reflective sheeting on the rear of the TMA shall meet or exceed the reflectivity and color requirements of DEPARTMENTAL MATERIAL SPECIFICATION DMS 8300, Type A.
5. Flashing arrow boards shall be Type B or Type C as per the Barricade and Construction (BC) standards. The board shall be controlled from inside the vehicle.
6. Each vehicle shall have two-way radio communication capability.
7. When work convoys must change lanes, the TRAIL VEHICLE should change lanes first to shadow the other convoy vehicles.
8. Vehicle spacing between the TRAIL VEHICLE and the SHADOW VEHICLE will vary depending on sight distance restrictions. Motorists approaching the work convoy should be able to see the TRAIL VEHICLE in time to slow down and/or change lanes as they approach the TRAIL VEHICLE. Vehicle spacing between the WORK VEHICLE and SHADOW VEHICLE and vehicle spacing between WORK VEHICLE and LEAD VEHICLE may vary according to terrain, work activity and other factors.
9. "X VEHICLE CONVOY" (CW21-10cT) or "WORK CONVOY" (CW21-10aT) signs shall be used on TRAIL VEHICLES and SHADOW VEHICLES as shown. As an option 48" X 48" diamond shaped "WORK CONVOY"(CW21-10T) or "X VEHICLE CONVOY" (CW21-10bT) signs may be used where adequate mounting space exists. When used, the X VEHICLE CONVOY sign shall have the number of the convoy vehicles displayed on the sign in the number designation "X" location. The "X VEHICLE CONVOY" sign shall not be used on the SHADOW VEHICLE if a TRAIL VEHICLE is used.
10. On two-lane two-way roadways, the work and protection vehicles should pull over periodically to allow motor vehicle traffic to pass. If motorists are not allowed to pass the work convoy, a "DO NOT PASS" (R4-1) sign should be placed on the back of the rearmost protection vehicle.



STRIPING FOR TMA

Texas Department of Transportation

Traffic Operations Division Standard

TRAFFIC CONTROL PLAN MOBILE OPERATIONS UNDIVIDED HIGHWAYS

TCP(3-1)-13

FILE: tcp3-1.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
©TxDOT December 1985	CONT	SECT	JOB	HIGHWAY
REVISIONS 2-94 4-98 8-95 7-13 1-97	DIST	COUNTY		SHEET NO. 41

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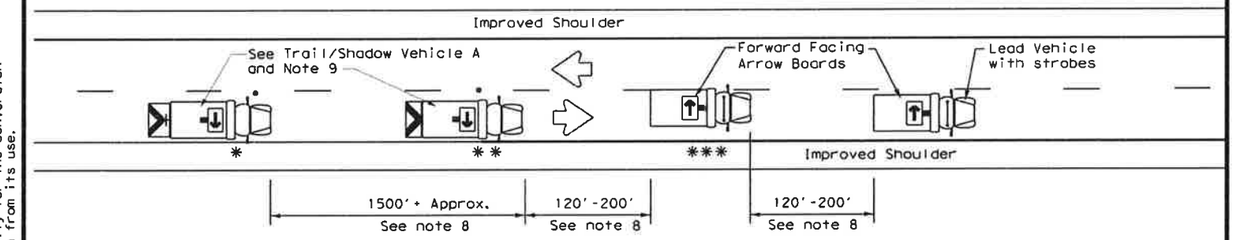
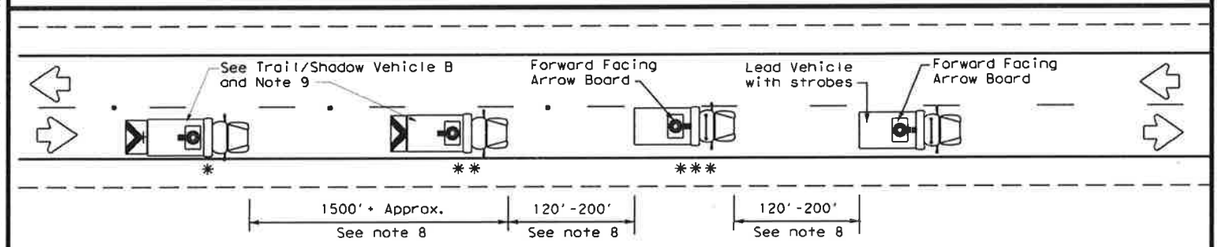


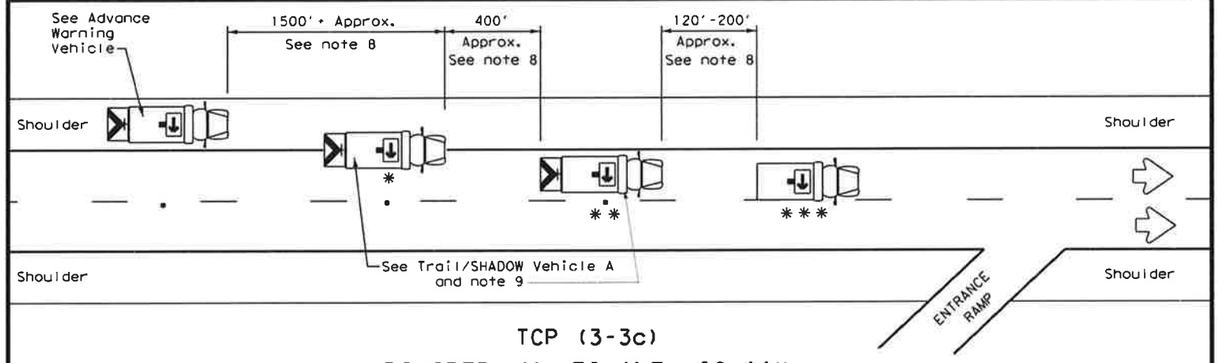
TCP (3-3a)

TWO LANE HIGHWAY WITH PAVED SHOULDERS (WORK ON TRAVEL LANE)



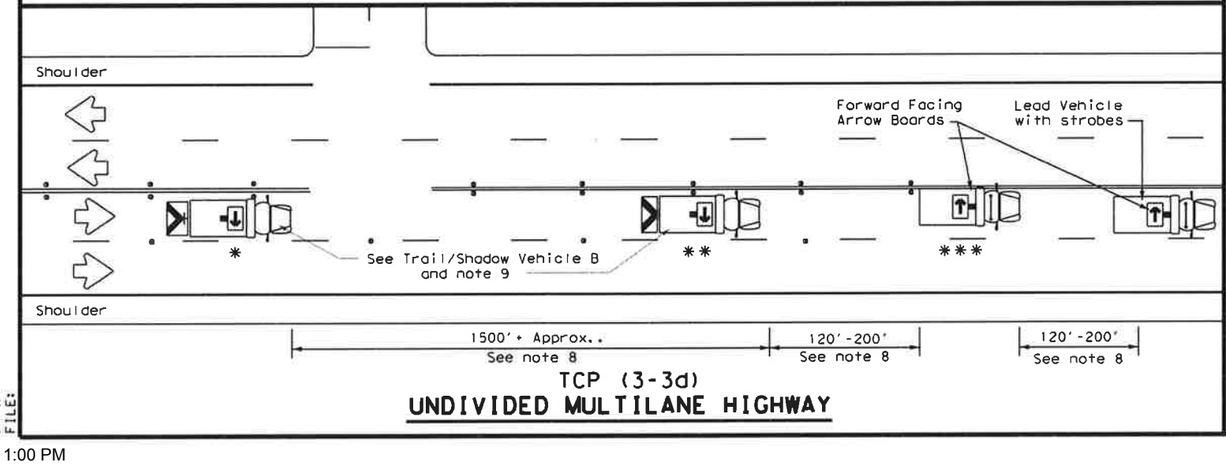
TCP (3-3b)

TWO LANE HIGHWAY WITHOUT PAVED SHOULDERS (WORK ON TRAVEL LANE)



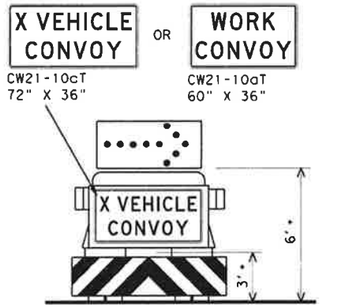
TCP (3-3c)

DIVIDED MULTILANE HIGHWAY



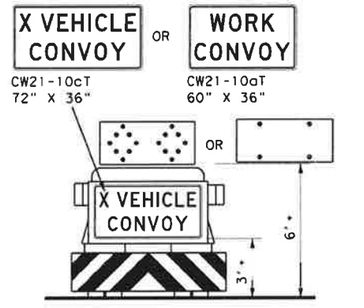
TCP (3-3d)

UNDIVIDED MULTILANE HIGHWAY



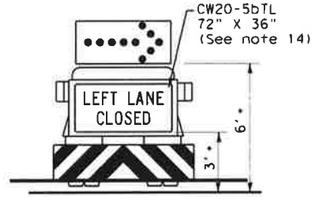
TRAIL/SHADOW VEHICLE A

with RIGHT Directional display
Flashing Arrow Board

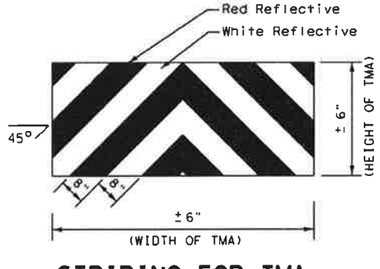


TRAIL/SHADOW VEHICLE B

with Flashing Arrow Board
in Caution Mode



ADVANCE WARNING VEHICLE



STRIPING FOR TMA

LEGEND			
*	Trail Vehicle	ARROW BOARD DISPLAY	
**	Shadow Vehicle		
***	Work Vehicle		RIGHT Directional
	Heavy Work Vehicle		LEFT Directional
	Truck Mounted Attenuator (TMA)		Double Arrow
	Traffic Flow		CAUTION (Alternating Diamond or 4 Corner Flash)

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

GENERAL NOTES

1. TRAIL, SHADOW, and LEAD vehicles shall be equipped with arrow boards as illustrated. When a LEAD vehicle is not used on two way roads the WORK vehicle must have an arrow board. For divided roadways, the arrow board on the WORK vehicle is optional based on the type of work being performed. The Engineer will determine if the LEAD vehicle and/or TRAIL vehicle are required based on prevailing roadway conditions, traffic volume, and sight distance restrictions.
2. The use of amber high intensity rotating, flashing, oscillating, or strobe lights on vehicles are required. Blue high intensity rotating, flashing, oscillating, or strobe lights when mounted on the driver's side of the vehicle may be operated simultaneously with the amber beacons or strobe lights.
3. The use of truck mounted attenuators (TMA) on the SHADOW VEHICLE, ADVANCE WARNING and TRAIL VEHICLE are required.
4. Reflective sheeting on the rear of the TMA shall meet or exceed the reflectivity and color requirements of DEPARTMENTAL MATERIAL SPECIFICATION DMS 8300, Type A.
5. Flashing arrow boards shall be Type B or Type C as per the Barricade and Construction (BC) standards. The board shall be controlled from inside the vehicle.
6. Each vehicle shall have two-way radio communication capability.
7. When work convoys must change lanes, the TRAIL VEHICLE should change lanes first to shadow the other convoy vehicles.
8. Vehicle spacing between the TRAIL VEHICLE and the SHADOW VEHICLE will vary depending on sight distance restrictions. Motorists approaching the convoy should be able to see the TRAIL VEHICLE in time to slow down and/or change lanes as they approach the TRAIL VEHICLE. Vehicle spacing between the WORK VEHICLE and SHADOW VEHICLE and vehicle spacing between WORK VEHICLE and LEAD VEHICLE may vary according to terrain, work activity and other factors.
9. X VEHICLE CONVOY (CW21-10cT) or WORK CONVOY (CW21-10aT) signs shall be used on TRAIL VEHICLES and SHADOW VEHICLES as shown. As an option 48" x 48" diamond shaped WORK CONVOY (CW21-10T) or X VEHICLE CONVOY (CW21-10bT) signs may be used where adequate mounting space exists. When used, the X VEHICLE CONVOY sign shall have the number of the convoy vehicles displayed on the sign in the number designation "X" location. The X VEHICLE CONVOY sign shall not be used on the SHADOW VEHICLE if a TRAIL VEHICLE is used.
10. For divided highways with two or three lanes in one direction, the appropriate LEFT LANE CLOSED (CW20-5bTL), RIGHT LANE CLOSED (CW20-5bTR), or CENTER LANE CLOSED (CW20-5dT) sign should be used on the Advance Warning Vehicle. As an option, a portable changeable message sign (PCMS) or truck mounted changeable message sign (TMCMS) with a minimum character height of 12", and displaying the same legend may be substituted for these signs. An appropriate directional arrow display, simulating the size and legibility of the flashing arrow board may be used in the second phase of the PCMS/TMCMS message. When this is done, the arrow board will not be required on the Advance Warning Vehicle.
11. A double arrow shall not be displayed on the arrow board on the Advance Warning Vehicle.
12. For divided highways with three or four lanes in each direction, use TCP(3-2).
13. Standard diamond shape versions of the CW20-5 series signs may be used as an option if the rectangular signs shown are not available.
14. The Advance Warning Vehicle may straddle the edgeline when Shoulder width makes it necessary.
15. On two-lane two-way roadways, the work and protection vehicles should pull over periodically to allow motor vehicle traffic to pass. If motorists are not allowed to pass the work convoy, a DO NOT PASS (R4-1) sign should be placed on the back of the rearmost protection vehicle.

Texas Department of Transportation

Traffic Operations Division Standard

TRAFFIC CONTROL PLAN MOBILE OPERATIONS RAISED PAVEMENT MARKER INSTALLATION/ REMOVAL

TCP(3-3)-14

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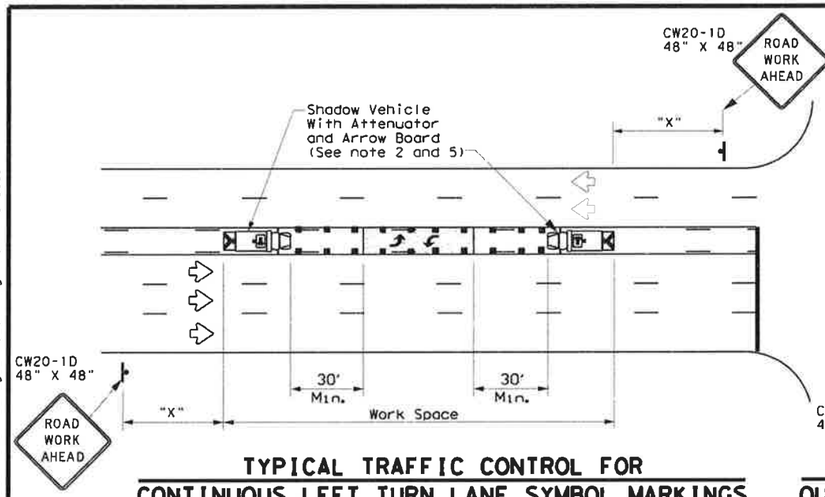
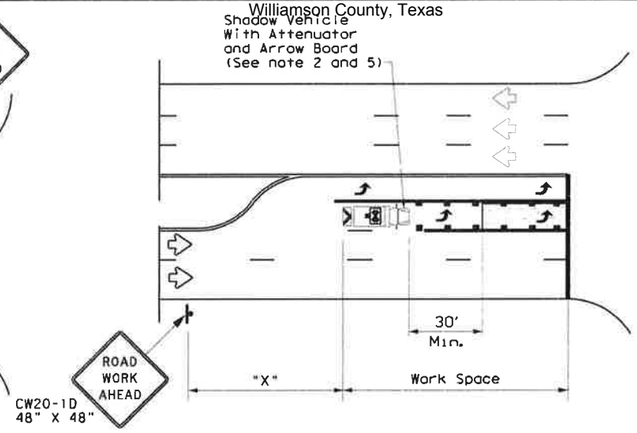
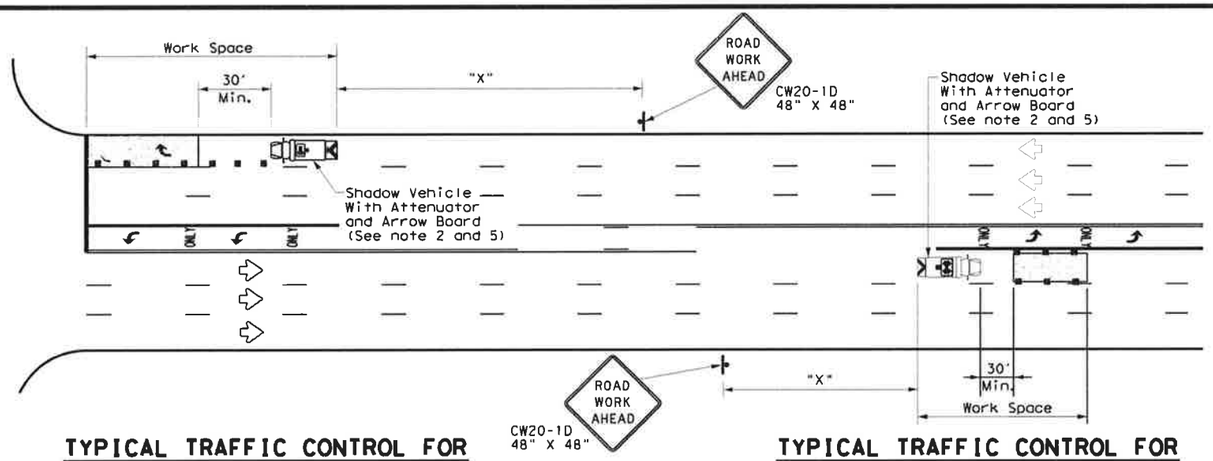


TYPICAL TRAFFIC CONTROL FOR
CONTINUOUS LEFT TURN LANE SYMBOL MARKINGS

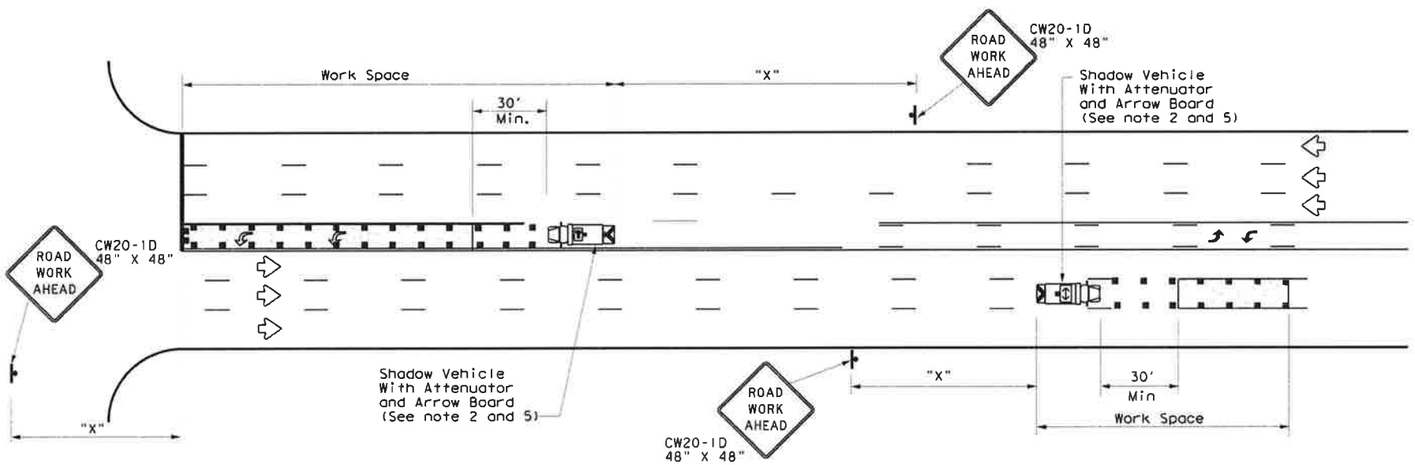


TYPICAL TRAFFIC CONTROL FOR
OUTSIDE DUAL LEFT TURN LANE SYMBOL MARKINGS



TYPICAL TRAFFIC CONTROL FOR
OUTSIDE LANE MARKINGS

TYPICAL TRAFFIC CONTROL FOR
INSIDE LANE MARKINGS



TYPICAL TRAFFIC CONTROL FOR
LEFT TURN LANE MARKINGS

TYPICAL TRAFFIC CONTROL FOR
CENTER LANE MARKINGS

LEGEND			
*	Trail Vehicle	ARROW BOARD DISPLAY	
**	Shadow Vehicle		
***	Work Vehicle		RIGHT Directional
	Heavy Work Vehicle		LEFT Directional
	Truck Mounted Attenuator (TMA)		Double Arrow
	Traffic Flow	■ ■ ■	Channelizing Devices

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

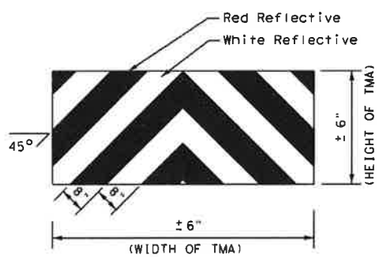
* Conventional Roads Only

** 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

1. This traffic control plan is for use on conventional roads posted at 45 mph or less and is intended for mobile operations that move continuously or intermittently (stopping up to approximately 15 minutes) such as short-line striping and in-lane rumble strips. When activities are anticipated to take longer amounts of time or traffic conditions warrant, a short duration or short-term stationary traffic control plan should be used.
2. A Truck Mounted Attenuator shall be used on Shadow Vehicle. Striping on the back panel of all truck mounted attenuators shall be 8" red and white reflective sheeting placed in an inverted "V" design. Reflective sheeting shall meet or exceed the reflectivity and color requirements of departmental material specification DMS-8300, Type A.
3. All traffic control devices shall be in accordance with the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD), latest edition.
4. The use of yellow rotating beacons or strobe lights on vehicles are required. Blue high intensity rotating, flashing, oscillating or strobe lights when mounted on the drivers side of the vehicle may be operated simultaneously with the amber beacons or strobe lights.
5. Flashing arrow board shall be used on Shadow Vehicle. Flashing arrow board shall be Type B or Type C as per BC Standards. The arrow board operation shall be controlled from inside the truck.



STRIPING FOR TMA

Texas Department of Transportation

Traffic Operations Division Standard

TRAFFIC CONTROL PLAN MOBILE OPERATIONS FOR ISOLATED WORK AREAS UNDIVIDED HIGHWAYS TCP(3-4)-13

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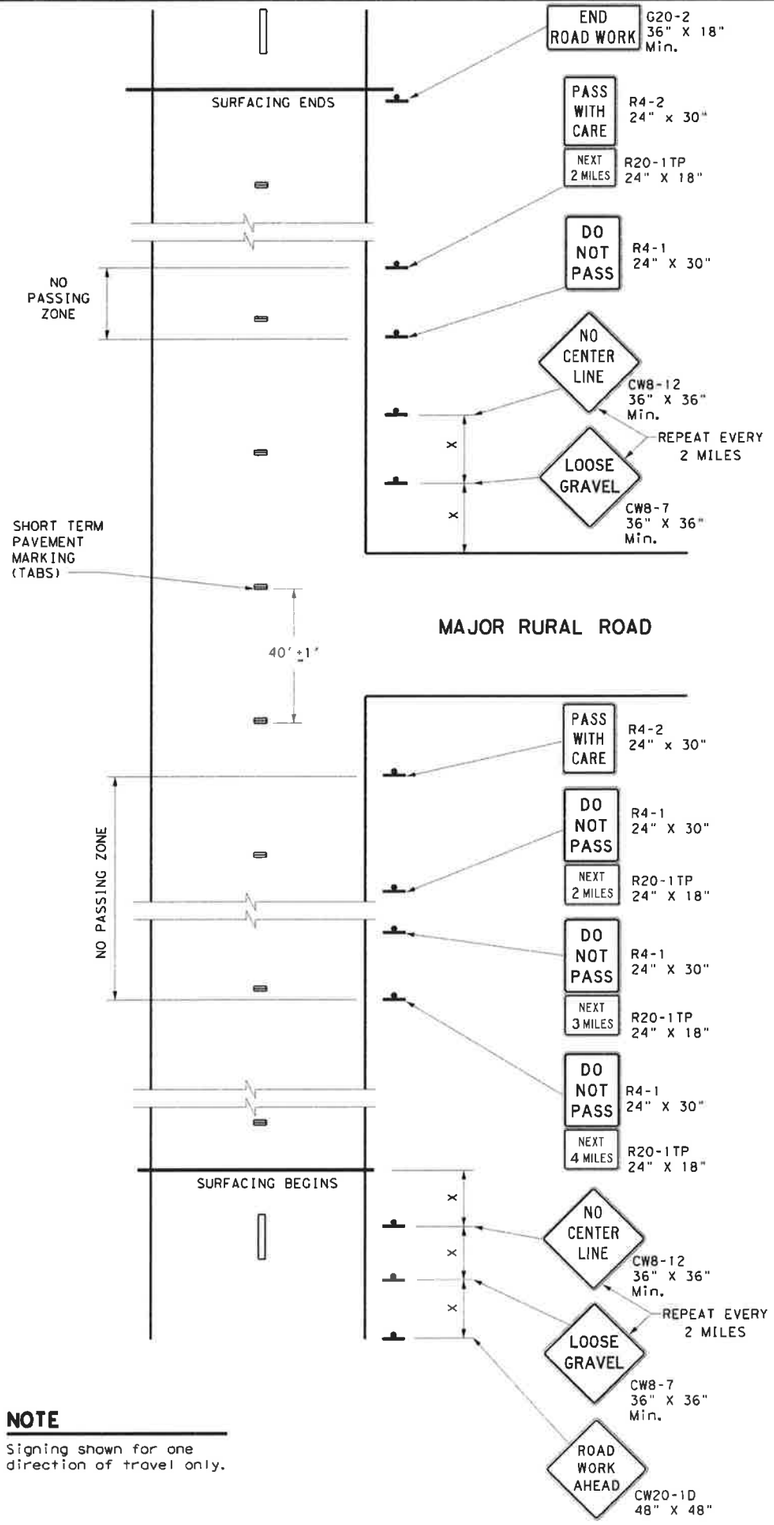
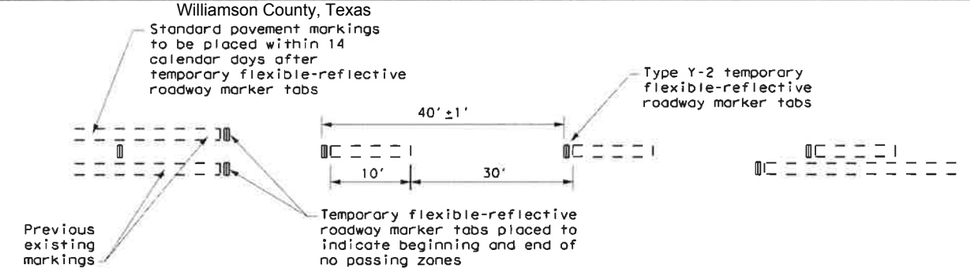


NOTE

Signing shown for one direction of travel only.

NO PASSING ZONES ON TWO-LANE TWO-WAY ROADS

Williamson County, Texas



TABS ON CENTERLINES OF TWO-LANE TWO-WAY ROADS

For seal coat, micro-surface or similar operations

"DO NOT PASS" SIGN (R4-1) and NO-PASSING ZONES

A. Prior to the beginning of construction, all currently striped no-passing zones shall be signed with the DO NOT PASS (R4-1) signs and PASS WITH CARE (R4-2) signs placed at the beginning and end of each zone for each direction of travel except as otherwise provided herein. Signs marking these individual no-passing zones need not be covered prior to construction if the signs supplement the existing pavement markings.

B. At the discretion of the Engineer, in areas of numerous no-passing zones, several zones may be combined as a single zone. If passing is to be prohibited over one or more lengthy sections, a DO NOT PASS sign and a NEXT XX MILES (R20-1TP) plaque may be used at the beginning of such zones. The DO NOT PASS sign and the NEXT XX MILES plaque should be repeated every mile to the end of the no-passing zone. In areas where there is considerable distance between no-passing zones, the end of the no-passing zone may be signed with a PASS WITH CARE sign and a NEXT XX MILES plaque.

C. Depending on traffic volumes and length of sections, it may be desirable to prohibit passing throughout the project to prevent damage to windshield and lights. The DO NOT PASS sign and NEXT XX MILES plaque should be used and repeated as often as necessary for this purpose. Where several existing zones are to be combined into one individual no-passing zone, the sign at the beginning of the zone should be covered until the surfacing operation has passed this location so as not to have the DO NOT PASS sign conflict with the existing pavement markings. Also, unless one days operation completes the entire length of such combined zones, appropriate DO NOT PASS and PASS WITH CARE signs should be placed at the beginning and end of the no-passing zones where the surfacing operation has stopped for the day.

D. R4-1 and R4-2 are to remain in place until standard pavement markings are installed.

"NO CENTER LINE" SIGN (CW8-12)

A. Center line markings are yellow pavement markings that delineate the separation of travel lanes that have opposite directions of travel on a roadway. Divided highways do not typically have center line markings.

B. At the time construction activity obliterates the existing center line markings(low volume roads may not have an existing centerline), a NO CENTER LINE (CW8-12) sign should be erected at the beginning of the work area, at approximately 2 mile intervals within the work area, beyond major intersections and other locations deemed necessary by the Engineer.

C. The NO CENTER LINE signs are to remain in place until standard pavement markings are installed.

"LOOSE GRAVEL" SIGN (CW8-7)

A. When construction begins, a LOOSE GRAVEL (CW8-7) sign should be erected at each end of the work area and repeated at intervals of approximately 2 miles in rural areas and closer in urban areas.

B. The LOOSE GRAVEL signs are to remain in place until the condition no longer exists.

PAVEMENT MARKINGS

A. Temporary markings for surfacing projects shall be Temporary Flexible-reflective Roadway Marker Tabs unless otherwise approved by the Engineer. Tabs are to be installed to provide true alignment for striping crews or as directed by the Engineer. Tabs will be placed at the spacing indicated. Tabs should be applied to the pavement
no more than two (2) days before the surfacing is applied. After the surfacing is rolled and swept, the cover over the reflective strip shall be removed.

B. Tabs shall not be used to simulate edge lines.

C. Tab placement for overlay/inlay operations shall be as shown on the WZ(STPM) standard sheet.

COORDINATION OF SIGN LOCATIONS

A. The location of warning signs at the beginning and end of a work area are to be coordinated with other signing typically shown on the Barricade and Construction Standards for project limits to ensure adequate sign spacing.

B. Where possible the ROAD WORK AHEAD (CW20-1D), LOOSE GRAVEL (CW8-7), and NO CENTER LINE (CW8-12) signs should be placed in the sequence shown following the OBEY WARNING SIGNS STATE LAW (R20-3T) and the TRAFFIC FINES DOUBLE (R20-5T) sign, and one "X" sign spacing prior to the CONTRACTOR (G20-6T)sign typically located at or near the limits of surfacing. LOOSE GRAVEL and NO CENTER LINE signs will then be repeated as described above.

Posted Speed *	Minimum Sign Spacing "X" Distance
30	120'
35	160'
40	240'
45	320'
50	400'
55	500'
60	600'
65	700'
70	800'
75	900'

* Conventional Roads Only

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

GENERAL NOTES

1. The traffic control devices detailed on this sheet will be furnished and erected as directed by the Engineer on sections of roadway where tabs must be placed prior to the surfacing operation which will cover or obliterate the existing pavement markings.
2. The devices shown on this sheet are to be used to supplement those required by the BC Standards or others required elsewhere in the plans.
3. Signs shall be erected as detailed on the BC Standards or the Compliant Work Zone Traffic Control Devices List (CWZTCD) on supports approved for Long-Term / Intermediate-Term Work Zone Sign Supports.
4. When surfacing operations take place on divided highways, freeways or expressways, the size of diamond shaped construction warning signs shall be 48" x 48".
5. Signs on divided highways, freeways and expressways will be placed on both right and left sides of the roadway based on roadway conditions as directed by the Engineer.

Texas Department of Transportation

Traffic Operations Division Standard

TRAFFIC CONTROL DETAILS FOR SURFACING OPERATIONS

TCP(7-1)-13

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BARRICADE AND CONSTRUCTION (BC) STANDARD SHEETS GENERAL NOTES:

1. The Barricade and Construction Standard Sheets (BC sheets) are intended to show typical examples for placement of temporary traffic control devices, construction pavement markings, and typical work zone signs. The information contained in these sheets meet or exceed the requirements shown in the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD).

2. The development and design of the Traffic Control Plan (TCP) is the responsibility of the Engineer.

3. The Contractor may propose changes to the TCP that are signed and sealed by a licensed professional engineer for approval. The Engineer may develop, sign and seal Contractor proposed changes.

4. The Contractor is responsible for installing and maintaining the traffic control devices as shown in the plans. The Contractor may not move or change the approximate location of any device without the approval of the Engineer.

5. Geometric design of lane shifts and detours should, when possible, meet the applicable design criteria contained in manuals such as the American Association of State Highway and Transportation Officials (AASHTO), "A Policy on Geometric Design of Highways and Streets," the TxDOT "Roadway Design Manual" or engineering judgment.

6. When projects abut, the Engineer(s) may omit the END ROAD WORK, TRAFFIC FINES DOUBLE, and other advance warning signs if the signing would be redundant and the work areas appear continuous to the motorists. If the adjacent project is completed first, the Contractor shall erect the necessary warning signs as shown on these sheets, the TCP sheets or as directed by the Engineer. The BEGIN ROAD WORK NEXT X MILES sign shall be revised to show appropriate work zone distance.

7. The Engineer may require duplicate warning signs on the median side of divided highways where median width will permit and traffic volumes justify the signing.

8. All signs shall be constructed in accordance with the details found in the "Standard Highway Sign Designs for Texas," latest edition. Sign details not shown in this manual shall be shown in the plans or the Engineer shall provide a detail to the Contractor before the sign is manufactured.

9. The temporary traffic control devices shown in the illustrations of the BC sheets are examples. As necessary, the Engineer will determine the most appropriate traffic control devices to be used.

10. As shown on BC(2), the OBEY WARNING SIGNS STATE LAW sign, STAY ALERT TALK OR TEXT LATER (see Sign Detail G20-10T) and the WORK ZONE TRAFFIC FINES DOUBLE sign with plaque shall be erected in advance of the CSJ limits. However, the TRAFFIC FINES DOUBLE sign will not be required on projects consisting solely of mobile operation work, such as striping or milling edgeline rumble strips. The BEGIN ROAD WORK NEXT X MILES, CONTRACTOR and END ROAD WORK signs shall be erected at or near the CSJ limits.

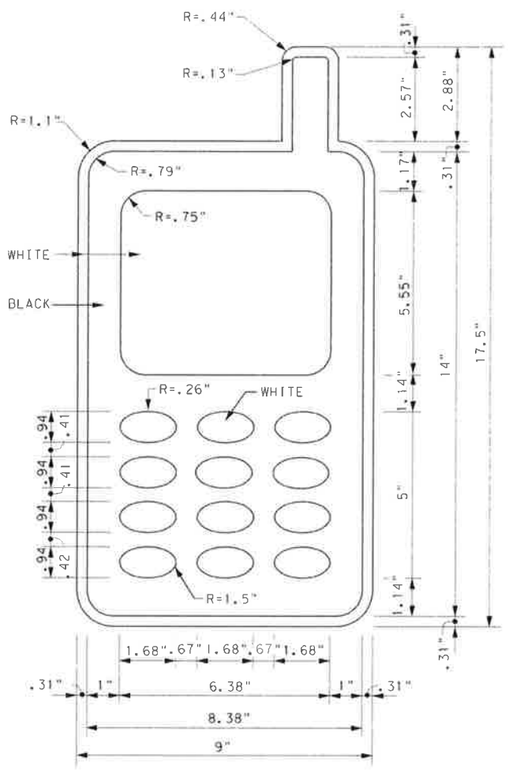
11. Except for devices required by Note 10, traffic control devices should be in place only while work is actually in progress or a definite need exists.

12. The Engineer has the final decision on the location of all traffic control devices.

13. Inactive equipment and work vehicles, including workers' private vehicles must be parked away from travel lanes. They should be as close to the right-of-way line as possible, or located behind a barrier or guardrail, or as approved by the Engineer.

WORKER SAFETY APPAREL NOTES:

1. Workers on foot who are exposed to traffic or to construction equipment within the right-of-way shall wear high-visibility safety apparel meeting the requirements of ISEA "American National Standard for High-Visibility Apparel," or equivalent revisions, and labeled as ANSI 107-2004 standard performance for Class 2 or 3 risk exposure. Class 3 garments should be considered for high traffic volume work areas or night time work.



3.0" Radius, 1.25" Border, 0.75" Indent, Black on Yellow; [STAY ALERT] Font: D
3.0" Radius, 1.25" Border, 0.75" Indent, Black on Orange; [TALK OR TEXT LATER] Font: C specified length;

SIGN DETAIL (G20-10T)

Only pre-qualified products shall be used. The "Compliant Work Zone Traffic Control Devices List" (CWZTCD) describes pre-qualified products and their sources and may be found on-line at the web address given below or by contacting:

Texas Department of Transportation
Traffic Operations Division - TE
Phone (512) 416-3118

THE DOCUMENTS BELOW CAN BE FOUND ON-LINE AT http://www.txdot.gov
COMPLIANT WORK ZONE TRAFFIC CONTROL DEVICES LIST (CWZTCD)
DEPARTMENTAL MATERIAL SPECIFICATIONS (DMS)
MATERIAL PRODUCER LIST (MPL)
ROADWAY DESIGN MANUAL - SEE "MANUALS (ONLINE MANUALS)"
STANDARD HIGHWAY SIGN DESIGNS FOR TEXAS (SHSD)
TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (TMUTCD)
TRAFFIC ENGINEERING STANDARD SHEETS

Texas Department of Transportation | Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION GENERAL NOTES AND REQUIREMENTS

BC(1)-14

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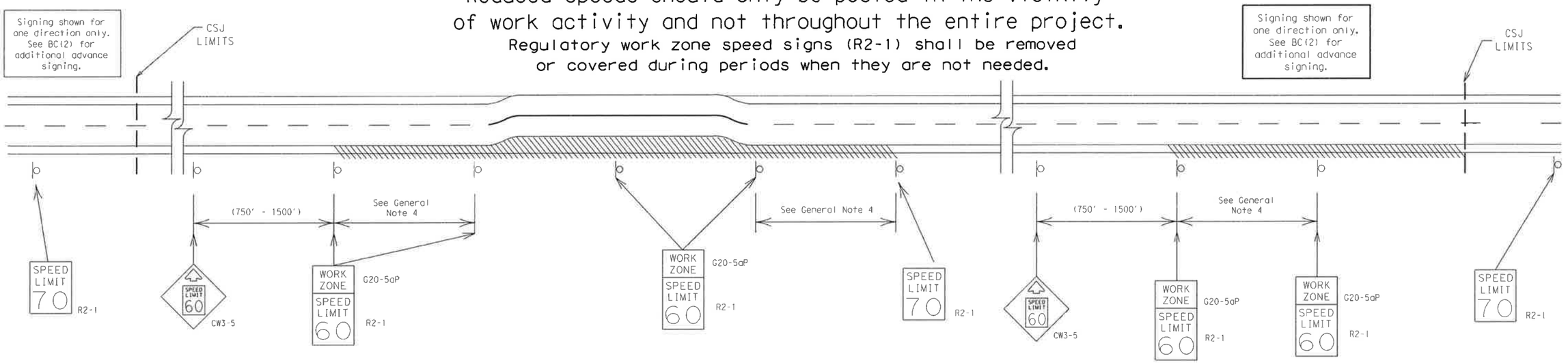
TYPICAL APPLICATION OF WORK ZONE SPEED LIMIT SIGNS

Work zone speed limits shall be regulatory, established in accordance with the "Procedures for Establishing Speed Zones," and approved by the Texas Transportation Commission, or by City Ordinance when within Incorporated City Limits.

Reduced speeds should only be posted in the vicinity of work activity and not throughout the entire project.

Regulatory work zone speed signs (R2-1) shall be removed or covered during periods when they are not needed.



GUIDANCE FOR USE:

LONG/INTERMEDIATE TERM WORK ZONE SPEED LIMITS

This type of work zone speed limit should be included on the design of the traffic control plans when restricted geometrics with a lower design speed are present in the work zone and modification of the geometrics to a higher design speed is not feasible.

Long/Intermediate Term Work Zone Speed Limit signs, when approved as described above, should be posted and visible to the motorist when work activity is present. Work activity may also be defined as a change in the roadway that requires a reduced speed for motorists to safely negotiate the work area, including:

a) rough road or damaged pavement surface
b) substantial alteration of roadway geometrics (diversions)
c) construction detours
d) grade
e) width
f) other conditions readily apparent to the driver

As long as any of these conditions exist, the work zone speed limit signs should remain in place.

SHORT TERM WORK ZONE SPEED LIMITS

This type of work zone speed limit may be included on the design of the traffic control plans when workers or equipment are not behind concrete barrier, when work activity is within 10 feet of the traveled way or actually in the travelled way.

Short Term Work Zone Speed Limit signs should be posted and visible to the motorists only when work activity is present. When work activity is not present, signs shall be removed or covered.
(See Removing or Covering on BC(4)).

GENERAL NOTES

1. Regulatory work zone speed limits should be used only for sections of construction projects where speed control is of major importance.
2. Regulatory work zone speed limit signs shall be placed on supports at a 7 foot minimum mounting height.
3. Speed zone signs are illustrated for one direction of travel and are normally posted for each direction of travel.
4. Frequency of work zone speed limit signs should be:
   40 mph and greater 0.2 to 2 miles
   35 mph and less 0.2 to 1 mile
5. Regulatory speed limit signs shall have black legend and border on a white reflective background (See "Reflective Sheeting" on BC(4)).
6. Fabrication, erection and maintenance of the"ADVANCE SPEED LIMIT"(CW3-5)sign, "WORK ZONE"(G20-5aP) plaque and the "SPEED LIMIT"(R2-1)signs shall not be paid for directly, but shall be considered subsidiary to Item 502.
7. Turning signs from view, laying signs over or down will not be allowed, unless as otherwise noted under "REMOVING OR COVERING" on BC(4).
8. Techniques that may help reduce traffic speeds include but are not limited to:
   A. Law enforcement.
   B. Flagger stationed next to sign.
   C. Portable changeable message sign (PCMS).
   D. Low-power (drone) radar transmitter.
   E. Speed monitor trailers or signs.
9. Speeds shown on details above are for illustration only. Work Zone Speed Limits should only be posted as approved for each project.
10. For more specific guidance concerning the type of work, work zone conditions and factors impacting allowable regulatory construction speed zone reduction see TxDOT form #1204 in the TxDOT e-form system.

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BARRICADE AND CONSTRUCTION WORK ZONE SPEED LIMIT

BC(3)-14

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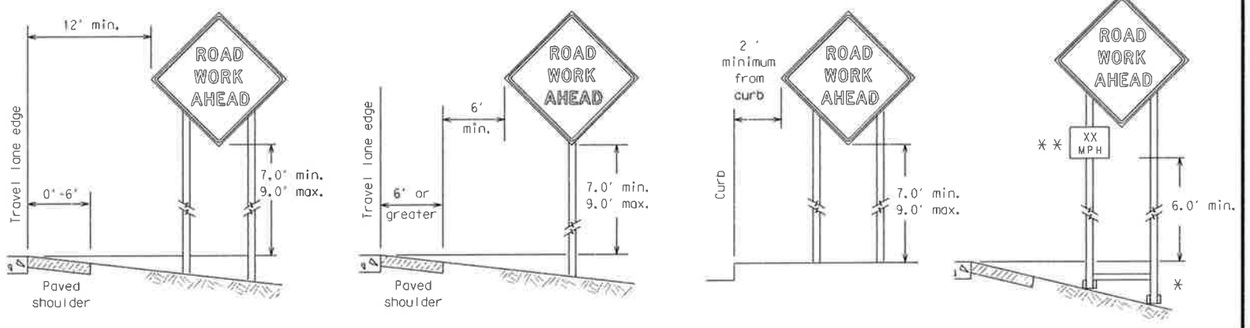
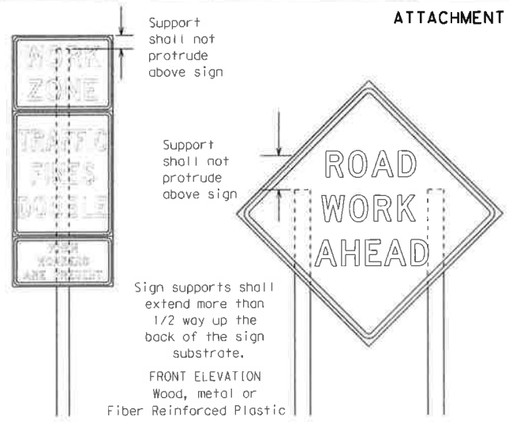
TYPICAL MINIMUM CLEARANCES FOR LONG TERM AND INTERMEDIATE TERM SIGNS



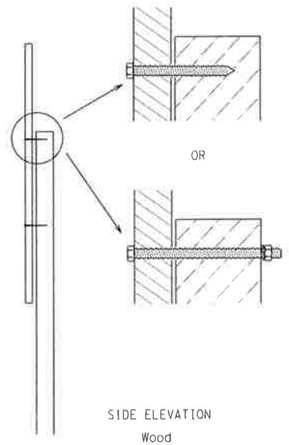
* When placing skid supports on unlevel ground, the leg post lengths must be adjusted so the sign appears straight and plumb. Objects shall NOT be placed under skids as a means of leveling.

** When plaques are placed on dual-leg supports, they should be attached to the upright nearest the travel lane. Supplemental plaques (advisory or distance) should not cover the surface of the parent sign.

ATTACHMENT FOR SIGN SUPPORTS



Splicing embedded perforated square metal tubing in order to extend post height will only be allowed when the splice is made using four bolts, two above and two below the spice point. Splice must be located entirely behind the sign substrate, not near the base of the support. Splice insert lengths should be at least 5 times nominal post size, centered on the splice and of at least the same gauge material.

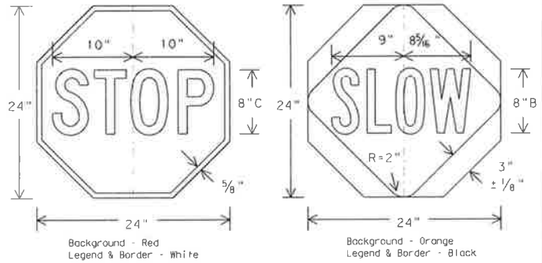


Attachment to wooden supports will be by bolts and nuts or screws. Use TxDOT's or manufacturer's recommended procedures for attaching sign substrates to other types of sign supports

Nails shall NOT be allowed. Each sign shall be attached directly to the sign support. Multiple signs shall not be joined or spliced by any means. Wood supports shall not be extended or repaired by splicing or other means.

STOP/SLOW PADDLES

1. STOP/SLOW paddles are the primary method to control traffic by flaggers. The STOP/SLOW paddle size should be 24" x 24" as detailed below.
2. When used at night, the STOP/SLOW paddle shall be retroreflectorized.
3. STOP/SLOW paddles may be attached to a staff with a minimum length of 6' to the bottom of the sign.
4. Any lights incorporated into the STOP or SLOW paddle faces shall only be as specifically described in Section 6E.03 Hand Signaling Devices in the TMUTCD.



CONTRACTOR REQUIREMENTS FOR MAINTAINING PERMANENT SIGNS WITHIN THE PROJECT LIMITS

1. Permanent signs are used to give notice of traffic laws or regulations, call attention to conditions that are potentially hazardous to traffic operations, show route designations, destinations, directions, distances, services, points of interest, and other geographical, recreational, or cultural information. Drivers proceeding through a work zone need the same, if not better route guidance as normally installed on a roadway without construction.
2. When permanent regulatory or warning signs conflict with work zone conditions, remove or cover the permanent signs until the permanent sign message matches the roadway condition.
3. When existing permanent signs are moved and relocated due to construction purposes, they shall be visible to motorists at all times.
4. If existing signs are to be relocated on their original supports, they shall be installed on crashworthy bases as shown on the SMD Standard sheets. The signs shall meet the required mounting heights shown on the BC Sheets or the SMD Standards. This work should be paid for under the appropriate pay item for relocating existing signs.
5. If permanent signs are to be removed and relocated using temporary supports, the Contractor shall use crashworthy supports as shown on the BC sheets or the CWZTCD. The signs shall meet the required mounting heights shown on the BC Sheets or the SMD Standards during construction. This work should be paid for under the appropriate pay item for relocating existing signs.
6. Any sign or traffic control device that is struck or damaged by the Contractor or his/her construction equipment shall be replaced as soon as possible by the Contractor to ensure proper guidance for the motorists. This will be subsidiary to Item 502.

GENERAL NOTES FOR WORK ZONE SIGNS

1. Contractor shall install and maintain signs in a straight and plumb condition and/or as directed by the Engineer.
2. Wooden sign posts shall be painted white.
3. Barricades shall NOT be used as sign supports.
4. All signs shall be installed in accordance with the plans or as directed by the Engineer. Signs shall be used to regulate, warn, and guide the traveling public safely through the work zone.
5. The Contractor may furnish either the sign design shown in the plans or in the "Standard Highway Sign Designs for Texas" (SHSD). The Engineer/Inspector may require the Contractor to furnish other work zone signs that are shown in the TMUTCD but may have been omitted from the plans. Any variation in the plans shall be documented by written agreement between the Engineer and the Contractor's Responsible Person. All changes must be documented in writing before being implemented. This can include documenting the changes in the Inspector's TxDOT diary and having both the Inspector and Contractor initial and date the agreed upon changes.
6. The Contractor shall furnish sign supports listed in the "Compliant Work Zone Traffic Control Device List" (CWZTCD). The Contractor shall install the sign support in accordance with the manufacturer's recommendations. If there is a question regarding installation procedures, the Contractor shall furnish the Engineer a copy of the manufacturer's installation recommendations so the Engineer can verify the correct procedures are being followed.
7. The Contractor is responsible for installing signs on approved supports and replacing signs with damaged or cracked substrates and/or damaged or marred reflective sheeting as directed by the Engineer/Inspector.
8. Identification markings may be shown only on the back of the sign substrate. The maximum height of letters and/or company logos used for identification shall be 1 inch.
9. The Contractor shall replace damaged wood posts. New or damaged wood sign posts shall not be spliced.

DURATION OF WORK (as defined by the "Texas Manual on Uniform Traffic Control Devices" Part 6)

1. The types of sign supports, sign mounting height, the size of signs, and the type of sign substrates can vary based on the type of work being performed. The Engineer is responsible for selecting the appropriate size sign for the type of work being performed. The Contractor is responsible for ensuring the sign support, sign mounting height and substrate meets manufacturer's recommendations in regard to crashworthiness and duration of work requirements.
   a. Long-term stationary - work that occupies a location more than 3 days.
   b. Intermediate-term stationary - work that occupies a location more than one daylight period up to 3 days, or nighttime work lasting more than one hour.
   c. Short-term stationary - daytime work that occupies a location for more than 1 hour in a single daylight period.
   d. Short, duration - work that occupies a location up to 1 hour.
   e. Mobile - work that moves continuously or intermittently (stopping for up to approximately 15 minutes.)

SIGN MOUNTING HEIGHT

1. The bottom of Long-term/Intermediate-term signs shall be at least 7 feet, but not more than 9 feet, above the paved surface, except as shown for supplemental plaques mounted below other signs.
2. The bottom of Short-term/Short Duration signs shall be a minimum of 1 foot above the pavement surface but no more than 2 feet above the ground.
3. Long-term/Intermediate-term Signs may be used in lieu of Short-term/Short Duration signing.
4. Short-term/Short Duration signs shall be used only during daylight and shall be removed at the end of the workday or raised to appropriate Long-term/Intermediate sign height.
5. Regulatory signs shall be mounted at least 7 feet, but not more than 9 feet, above the paved surface regardless of work duration.

SIZE OF SIGNS

1. The Contractor shall furnish the sign sizes shown on BC (2) unless otherwise shown in the plans or as directed by the Engineer.

SIGN SUBSTRATES

1. The Contractor shall ensure the sign substrate is installed in accordance with the manufacturer's recommendations for the type of sign support that is being used. The CWZTCD lists each substrate that can be used on the different types and models of sign supports.
2. "Mesh" type materials are NOT an approved sign substrate, regardless of the tightness of the weave.
3. All wooden individual sign panels fabricated from 2 or more pieces shall have one or more plywood cleat, 1/2" thick by 6" wide, fastened to the back of the sign and extending fully across the sign. The cleat shall be attached to the back of the sign using wood screws that do not penetrate the face of the sign panel. The screws shall be placed on both sides of the splice and spaced at 6" centers. The Engineer may approve other methods of splicing the sign face.

REFLECTIVE SHEETING

1. All signs shall be retroreflective and constructed of sheeting meeting the color and retro-reflectivity requirements of DMS-8300 for rigid signs or DMS-8310 for roll-up signs. The web address for DMS specifications is shown on BC(1).
2. White sheeting, meeting the requirements of DMS-8300 Type A, shall be used for signs with a white background.
3. Orange sheeting, meeting the requirements of DMS-8300 Type B_{FL} or Type C_{FL}, shall be used for rigid signs with orange backgrounds.

SIGN LETTERS

1. All sign letters and numbers shall be clear, and open rounded type uppercase alphabet letters as approved by the Federal Highway Administration (FHWA) and as published in the "Standard Highway Sign Design for Texas" manual. Signs, letters and numbers shall be of first class workmanship in accordance with Department Standards and Specifications.

REMOVING OR COVERING

1. When sign messages may be confusing or do not apply, the signs shall be removed or completely covered.
2. Long-term stationary or intermediate stationary signs installed on square metal tubing may be turned away from traffic 90 degrees when the sign message is not applicable. This technique may not be used for signs installed in the median of divided highways or near any intersections where the sign may be seen from approaching traffic.
3. Signs installed on wooden skids shall not be turned at 90 degree angles to the roadway. These signs should be removed or completely covered when not required.
4. When signs are covered, the material used shall be opaque, such as heavy mil black plastic, or other materials which will cover the entire sign face and maintain their opaque properties under automobile headlights at night, without damaging the sign sheeting.
5. Burlap shall NOT be used to cover signs.
6. Duct tape or other adhesive material shall NOT be affixed to a sign face.
7. Signs and anchor stubs shall be removed and holes backfilled upon completion of work.

SIGN SUPPORT WEIGHTS

1. Where sign supports require the use of weights to keep from turning over, the use of sandbags with dry, cohesionless sand should be used.
2. The sandbags will be tied shut to keep the sand from spilling and to maintain a constant weight.
3. Rock, concrete, iron, steel or other solid objects shall not be permitted for use as sign support weights.
4. Sandbags should weigh a minimum of 35 lbs and a maximum of 50 lbs.
5. Sandbags shall be made of a durable material that tears upon vehicular impact. Rubber (such as tire inner tubes) shall NOT be used.
6. Rubber ballasts designed for channelizing devices should not be used for ballast on portable sign supports. Sign supports designed and manufactured with rubber bases may be used when shown on the CWZTCD list.
7. Sandbags shall only be placed along or laid over the base supports of the traffic control device and shall not be suspended above ground level or hung with rope, wire, chains or other fasteners. Sandbags shall be placed along the length of the skids to weigh down the sign support.
8. Sandbags shall NOT be placed under the skid and shall not be used to level sign supports placed on slopes.

FLAGS ON SIGNS

1. Flags may be used to draw attention to warning signs. When used the flag shall be 16 inches square or larger and shall be orange or fluorescent red-orange in color. Flags shall not be allowed to cover any portion of the sign face.

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SHEET 4 OF 12

Texas Department of Transportation

Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION TEMPORARY SIGN NOTES

BC(4)-14

FILE: bc-14.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
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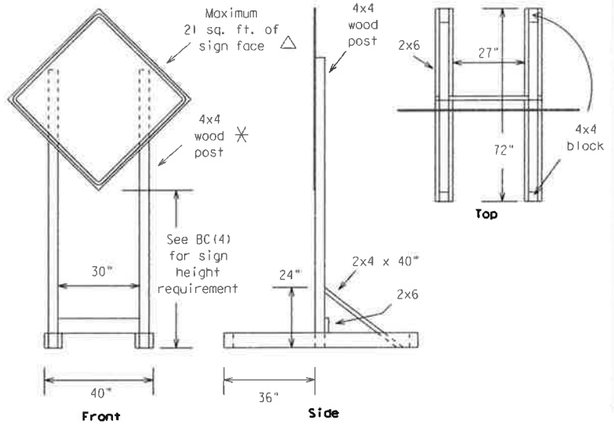
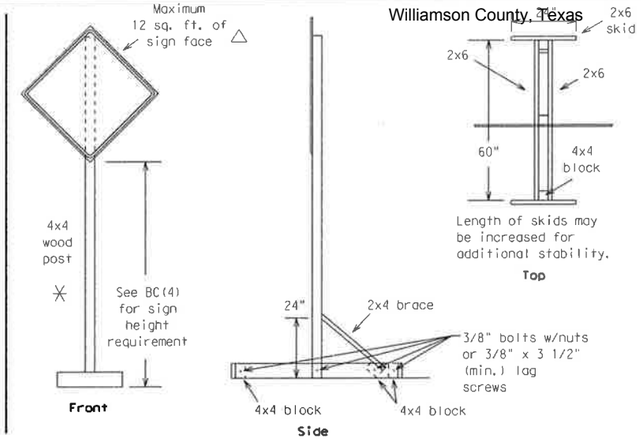
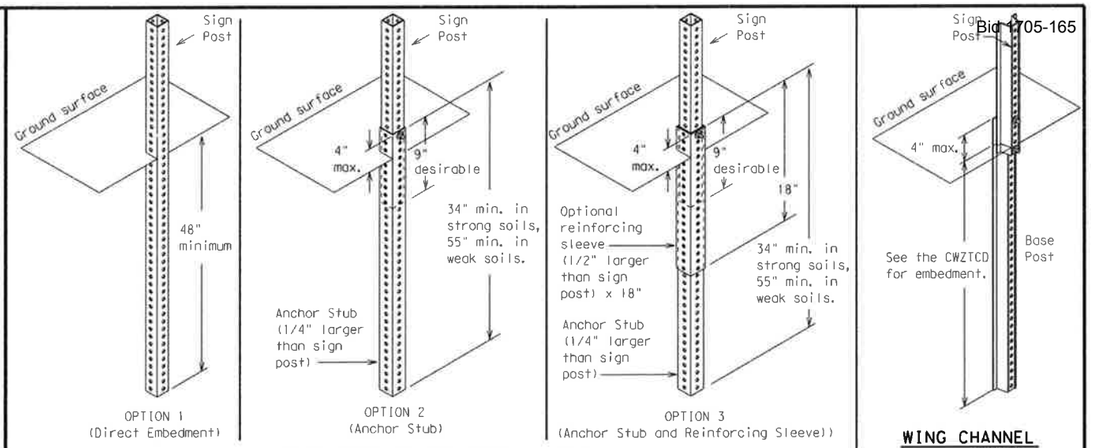




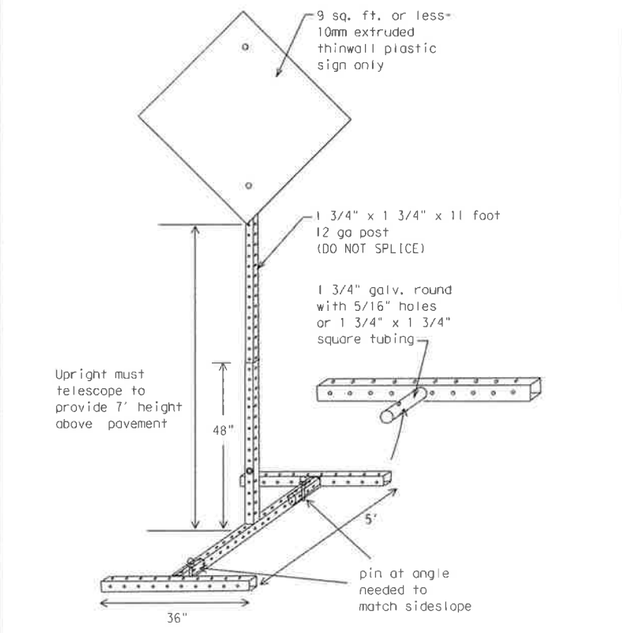
SKID MOUNTED WOOD SIGN SUPPORTS

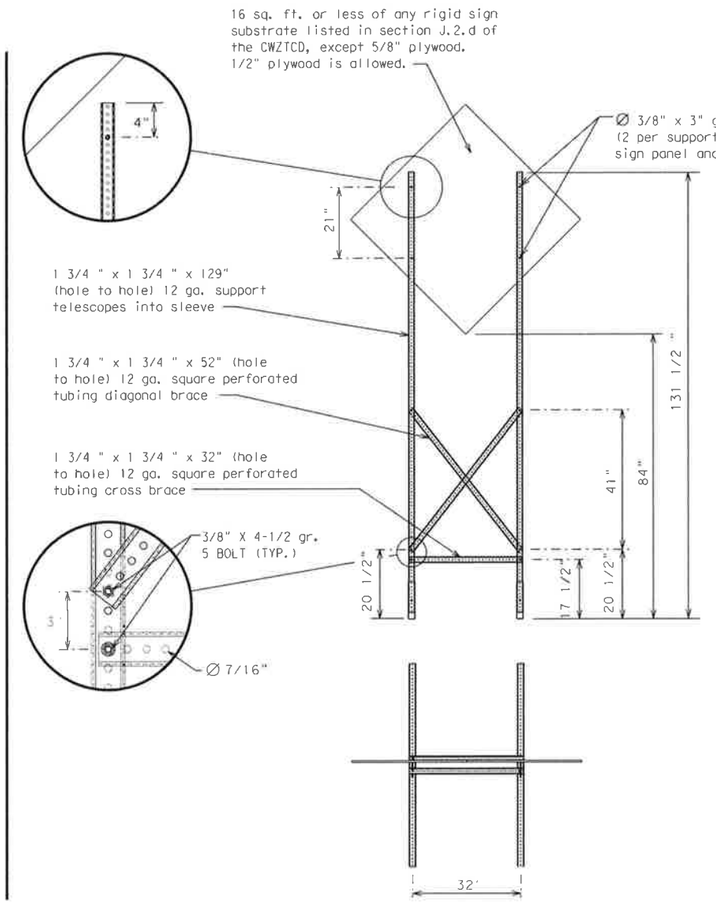
LONG/INTERMEDIATE TERM STATIONARY - PORTABLE SKID MOUNTED SIGN SUPPORTS □

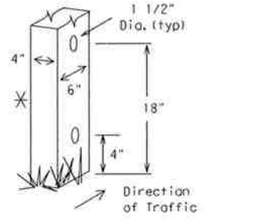


GROUND MOUNTED SIGN SUPPORTS

Refer to the CWZTCD and the manufacturer's installation procedure for each type sign support.
The maximum sign square footage shall adhere to the manufacturer's recommendation.
Two post installations can be used for larger signs.

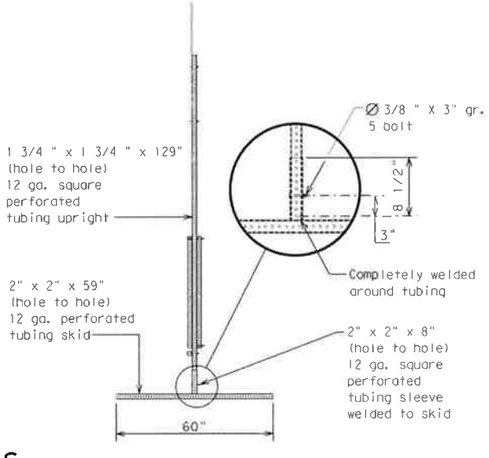






Nominal Post Size	Number of Posts	Maximum Sq. feet of Sign Face	Minimum Soil Embedment	Drilled Hole(s) Required
4 x 4	1	12	36"	NO
4 x 4	2	21	36"	NO
4 x 6	1	21	36"	YES
4 x 6	2	36	36"	YES

WOOD POST SYSTEM FOR GROUND MOUNTED SIGN SUPPORTS



WEDGE ANCHORS

Both steel and plastic Wedge Anchor Systems as shown on the SMD Standard Sheets may be used as temporary sign supports for signs up to 10 square feet of sign face. They may be set in concrete or in sturdy soils if approved by the Engineer. (See web address for "Traffic Engineering Standard Sheets" on BC(1)).

OTHER DESIGNS

MORE DETAILS OF APPROVED LONG/INTERMEDIATE AND SHORT TERM SUPPORTS CAN BE FOUND ON THE CWZTCD LIST. SEE BC(1) FOR WEBSITE LOCATION.

GENERAL NOTES

1. Nails may be used in the assembly of wooden sign supports, but 3/8" bolts with nuts or 3/8" x 3 1/2" lag screws must be used on every joint for final connection.
2. No more than 2 sign posts shall be placed within a 7 ft. circle, except for specific materials noted on the CWZTCD List.
3. When project is completed, all sign supports and foundations shall be removed from the project site. This will be considered subsidiary to Item 502.

□ See BC(4) for definition of "Work Duration."

✳ Wood sign posts MUST be one piece. Splicing will NOT be allowed. Posts shall be painted white.

△ See the CWZTCD for the type of sign substrate that can be used for each approved sign support.

SKID MOUNTED PERFORATED SQUARE STEEL TUBING SIGN SUPPORTS

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Texas Department of Transportation — Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION TYPICAL SIGN SUPPORT

BC(5)-14

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RECOMMENDED PHASES AND FORMATS FOR PCMS MESSAGES DURING ROADWORK ACTIVITIES

(The Engineer may approve other messages not specifically covered here.)

WHEN NOT IN USE, REMOVE THE PCMS FROM THE RIGHT-OF-WAY OR PLACE THE PCMS BEHIND BARRIER OR GUARDRAIL WITH SIGN PANEL TURNED PARALLEL TO TRAFFIC

PORTABLE CHANGEABLE MESSAGE SIGNS

1. The Engineer/Inspector shall approve all messages used on portable changeable message signs (PCMS).
2. Messages on PCMS should contain no more than 8 words (about four to eight characters per word), not including simple words such as "TO," "FOR," "AT," etc.
3. Messages should consist of a single phase, or two phases that alternate. Three-phase messages are not allowed. Each phase of the message should convey a single thought, and must be understood by itself.
4. Use the word "EXIT" to refer to an exit ramp on a freeway; i.e., "EXIT CLOSED." Do not use the term "RAMP."
5. Always use the route or interstate designation (IH, US, SH, FM) along with the number when referring to a roadway.
6. When in use the bottom of a stationary PCMS message panel should be a minimum 7 feet above the roadway, where possible.
7. The message term "WEEKEND" should be used only if the work is to start on Saturday morning and end by Sunday evening at midnight. Actual days and hours of work should be displayed on the PCMS if work is to begin on Friday evening and/or continue into Monday morning.
8. The Engineer/Inspector may select one of two options which are available for displaying a two-phase message on a PCMS. Each phase may be displayed for either four seconds each or for three seconds each.
9. Do not "flash" messages or words included in a message. The message should be steady burn or continuous while displayed.
10. Do not present redundant information on a two-phase message; i.e., keeping two lines of the message the same and changing the third line.
11. Do not use the word "Danger" in message.
12. Do not display the message "LANES SHIFT LEFT" or "LANES SHIFT RIGHT" on a PCMS. Drivers do not understand the message.
13. Do not display messages that scroll horizontally or vertically across the face of the sign.
14. The following table lists abbreviated words and two-word phrases that are acceptable for use on a PCMS. Both words in a phrase must be displayed together. Words or phrases not on this list should not be abbreviated, unless shown in the TMUTCD.
15. PCMS character height should be at least 18 inches for trailer mounted units. They should be visible from at least 1/2 (.5) mile and the text should be legible from at least 600 feet at night and 800 feet in daylight. Truck mounted units must have a character height of 10 inches and must be legible from at least 400 feet.
16. Each line of text should be centered on the message board rather than left or right justified.
17. If disabled, the PCMS should default to an illegible display that will not alarm motorists and will only be used to alert workers that the PCMS has malfunctioned. A pattern such as a series of horizontal solid bars is appropriate.

WORD OR PHRASE	ABBREVIATION
Access Road	ACCS RD
Alternate	ALT
Avenue	AVE
Best Route	BEST RTE
Boulevard	BLVD
Bridge	BRDG
Cannot	CANT
Center	CTR
Construction Ahead	CONST AHD
CROSSING	XING
Detour Route	DETOUR RTE
Do Not	DONT
East	E
Eastbound	(route) E
Emergency	EMER
Emergency Vehicle	EMER VEH
Entrance, Enter	ENT
Express Lane	EXP LN
Expressway	EXPWY
XXXX Feet	XXXX FT
Fog Ahead	FOG AHD
Freeway	FRWY, FWY
Freeway Blocked	FWY BLKD
Friday	FRI
Hazardous Driving	HAZ DRIVING
Hazardous Materials	HAZMAT
High-Occupancy	HOV
Vehicle Highway	HWY
Hour(s)	HR, HRS
Information	INFO
It Is	ITS
Junction	JCT
Left	LFT
Left Lane	LFT LN
Lane Closed	LN CLOSED
Lower Level	LWR LEVEL
Maintenance	MAINT

WORD OR PHRASE	ABBREVIATION
Major	MAJ
Miles	MI
Miles Per Hour	MPH
Minor	MNR
Monday	MON
Normal	NORM
North	N
Northbound	(route) N
Parking	PKING
Road	RD
Right Lane	RT LN
Saturday	SAT
Service Road	SERV RD
Shoulder	SHLDR
Slippery	SLIP
South	S
Southbound	(route) S
Speed	SPD
Street	ST
Sunday	SUN
Telephone	PHONE
Temporary	TEMP
Thursday	THURS
To Downtown	TO DWNTN
Traffic	TRAF
Travelers	TRVLRS
Tuesday	TUES
Time Minutes	TIME MIN
Upper Level	UPR LEVEL
Vehicles (s)	VEH, VEHS
Warning	WARN
Wednesday	WED
Weight Limit	WT LIMIT
West	W
Westbound	(route) W
Wet Pavement	WET PVMT
Will Not	WONT

Roadway designation # IH-number, US-number, SH-number, FM-number

Phase 1: Condition Lists

Road/Lane/Ramp Closure List

- FREEWAY CLOSED X MILE
- FRONTAGE ROAD CLOSED
- ROAD CLOSED AT SH XXX
- SHOULDER CLOSED XXX FT
- ROAD CLSD AT FM XXXX
- RIGHT LN CLOSED XXX FT
- RIGHT X LANES CLOSED
- RIGHT X LANES OPEN
- CENTER LANE CLOSED
- DAYTIME LANE CLOSURES
- NIGHT LANE CLOSURES
- I-XX SOUTH EXIT CLOSED
- VARIOUS LANES CLOSED
- EXIT XXX CLOSED X MILE
- EXIT CLOSED
- RIGHT LN TO BE CLOSED
- MALL DRIVEWAY CLOSED
- X LANES CLOSED TUE - FRI
- XXXXXXXX BLVD CLOSED

Other Condition List

- ROADWORK XXX FT
- ROAD REPAIRS XXXX FT
- FLAGGER XXXX FT
- LANE NARROWS XXXX FT
- RIGHT LN NARROWS XXXX FT
- TWO-WAY TRAFFIC XX MILE
- MERGING TRAFFIC XXXX FT
- CONST TRAFFIC XXX FT
- LOOSE GRAVEL XXXX FT
- UNEVEN LANES XXXX FT
- DETOUR X MILE
- ROUGH ROAD XXXX FT
- ROADWORK PAST SH XXXX
- ROADWORK NEXT FRI-SUN
- BUMP XXXX FT
- US XXX EXIT X MILES
- TRAFFIC SIGNAL XXXX FT
- LANES SHIFT *

* LANES SHIFT in Phase 1 must be used with STAY IN LANE in Phase 2.

Phase 2: Possible Component Lists

Action to Take/Effect on Travel List

- MERGE RIGHT
- FORM X LINES RIGHT
- DETOUR NEXT X EXITS
- USE XXXXX RD EXIT
- USE EXIT XXX
- USE EXIT I-XX NORTH
- STAY ON US XXX SOUTH
- USE I-XX E TO I-XX N
- TRUCKS USE US XXX N
- WATCH FOR TRUCKS
- WATCH FOR TRUCKS
- EXPECT DELAYS
- EXPECT DELAYS
- PREPARE TO STOP
- REDUCE SPEED XXX FT
- END SHOULDER USE
- USE OTHER ROUTES
- WATCH FOR WORKERS
- STAY IN LANE *

Location List

- AT FM XXXX
- BEFORE RAILROAD CROSSING
- NEXT X MILES
- PAST US XXX EXIT
- XXXXXXX TO XXXXXXX
- US XXX TO FM XXXX

Warning List

- SPEED LIMIT XX MPH
- MAXIMUM SPEED XX MPH
- MINIMUM SPEED XX MPH
- ADVISORY SPEED XX MPH
- RIGHT LANE EXIT
- USE CAUTION
- DRIVE SAFELY
- DRIVE WITH CARE

** Advance Notice List

- TUE-FRI XX AM- X PM
- APR XX-XX X PM-X AM
- BEGINS MONDAY
- BEGINS MAY XX
- MAY X-X XX PM - XX AM
- NEXT FRI-SUN
- XX AM TO XX PM
- NEXT TUE AUG XX
- TONIGHT XX PM- XX AM

** See Application Guidelines Note 6.

APPLICATION GUIDELINES

1. Only 1 or 2 phases are to be used on a PCMS.
2. The 1st phase (or both) should be selected from the "Road/Lane/Ramp Closure List" and the "Other Condition List".
3. A 2nd phase can be selected from the "Action to Take/Effect on Travel, Location, General Warning, or Advance Notice Phase Lists".
4. A Location Phase is necessary only if a distance or location is not included in the first phase selected.
5. If two PCMS are used in sequence, they must be separated by a minimum of 1000 ft. Each PCMS shall be limited to two phases, and should be understandable by themselves.
6. For advance notice, when the current date is within seven days of the actual work date, calendar days should be replaced with days of the week. Advance notification should typically be for no more than one week prior to the work.

WORDING ALTERNATIVES

1. The words RIGHT, LEFT and ALL can be interchanged as appropriate.
2. Roadway designations IH, US, SH, FM and LP can be interchanged as appropriate.
3. EAST, WEST, NORTH and SOUTH (or abbreviations E, W, N and S) can be interchanged as appropriate.
4. Highway names and numbers replaced as appropriate.
5. ROAD, HIGHWAY and FREEWAY can be interchanged as needed.
6. AHEAD may be used instead of distances if necessary.
7. FT and MI, MILE and MILES interchanged as appropriate.
8. AT, BEFORE and PAST interchanged as needed.
9. Distances or AHEAD can be eliminated from the message if a location phase is used.

PCMS SIGNS WITHIN THE R.O.W. SHALL BE BEHIND GUARDRAIL OR CONCRETE BARRIER OR SHALL HAVE A MINIMUM OF FOUR (4) PLASTIC DRUMS PLACED PERPENDICULAR TO TRAFFIC ON THE UPSTREAM SIDE OF THE PCMS, WHEN EXPOSED TO ONE DIRECTION OF TRAFFIC. WHEN EXPOSED TO TWO WAY TRAFFIC, THE FOUR DRUMS SHOULD BE PLACED WITH ONE DRUM AT EACH OF THE FOUR CORNERS OF THE UNIT.

FULL MATRIX PCMS SIGNS

1. When Full Matrix PCMS signs are used, the character height and legibility/visibility requirements shall be maintained as listed in Note 15 under "PORTABLE CHANGEABLE MESSAGE SIGNS" above.
2. When symbol signs, such as the "Flagger Symbol"(CW20-7) are represented graphically on the Full Matrix PCMS sign and, with the approval of the Engineer, it shall maintain the legibility/visibility requirement listed above.
3. When symbol signs are represented graphically on the Full Matrix PCMS, they shall only supplement the use of the static sign represented, and shall not substitute for, or replace that sign.
4. A full matrix PCMS may be used to simulate a flashing arrow board provided it meets the visibility, flash rate and dimming requirements on BC(7), for the same size arrow.

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Texas Department of Transportation

Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION PORTABLE CHANGEABLE MESSAGE SIGN (PCMS)

BC(6)-14

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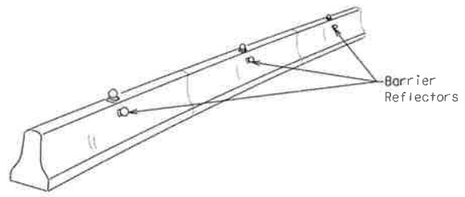
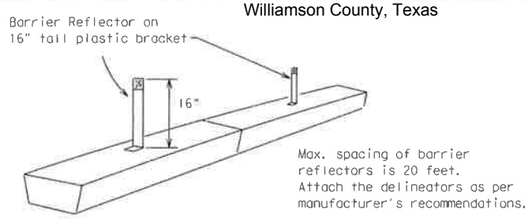
1. Barrier Reflectors shall be pre-qualified, and conform to the color and reflectivity requirements of DMS-8600. A list of prequalified Barrier Reflectors can be found at the Material Producer List web address shown on BC(1).
2. Color of Barrier Reflectors shall be as specified in the TMUTCD. The cost of the reflectors shall be considered subsidiary to Item 512.

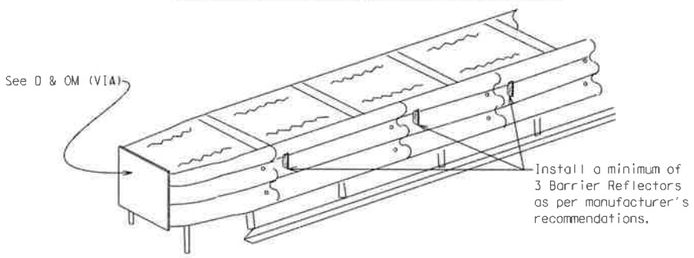


CONCRETE TRAFFIC BARRIER (CTB)

3. Where traffic is on one side of the CTB, two (2) Barrier Reflectors shall be mounted in approximately the midsection of each section of CTB. An alternate mounting location is uniformly spaced at one end of each CTB. This will allow for attachment of a barrier grapple without damaging the reflector. The Barrier Reflector mounted on the side of the CTB shall be located directly below the reflector mounted on top of the barrier, as shown in the detail above.
4. Where CTB separates two-way traffic, three barrier reflectors shall be mounted on each section of CTB. The reflector unit on top shall have two yellow reflective faces (Bi-Directional)while the reflectors on each side of the barrier shall have one yellow reflective face, as shown in the detail above.
5. When CTB separates traffic traveling in the same direction, no barrier reflectors will be required on top of the CTB.
6. Barrier Reflector units shall be yellow or white in color to match the edgeline being supplemented.
7. Maximum spacing of Barrier Reflectors is forty (40) feet.
8. Pavement markers or temporary flexible-reflective roadway marker tabs shall NOT be used as CTB delineation.
9. Attachment of Barrier Reflectors to CTB shall be per manufacturer's recommendations.
10. Missing or damaged Barrier Reflectors shall be replaced as directed by the Engineer.
11. Single slope barriers shall be delineated as shown on the above detail.



LOW PROFILE CONCRETE BARRIER (LPCB)

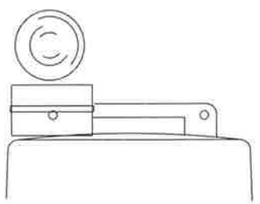


DELINEATION OF END TREATMENTS

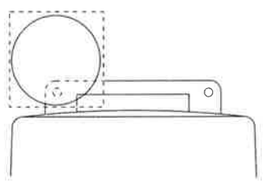
END TREATMENTS FOR CTB'S USED IN WORK ZONES

End treatments used on CTB's in work zones shall meet crashworthy standards as defined in the National Cooperative Highway Research Report 350. Refer to the CWZTCD List for approved end treatments and manufacturers.

BARRIER REFLECTORS FOR CONCRETE TRAFFIC BARRIER AND ATTENUATORS



Type C Warning Light or approved substitute mounted on a drum adjacent to the travel way.



Warning reflector may be round or square. Must have a yellow reflective surface area of at least 30 square inches

WARNING LIGHTS

1. Warning lights shall meet the requirements of the TMUTCD.
2. Warning lights shall NOT be installed on barricades.
3. Type A-Low Intensity Flashing Warning Lights are commonly used with drums. They are intended to warn of or mark a potentially hazardous area. Their use shall be as indicated on this sheet and/or other sheets of the plans by the designation "FL". The Type A Warning Lights shall not be used with signs manufactured with Type B_{FL} or C_{FL} Sheeting meeting the requirements of Departmental Material Specification DMS-8300.
4. Type-C and Type D 360 degree Steady Burn Lights are intended to be used in a series for delineation to supplement other traffic control devices. Their use shall be as indicated on this sheet and/or other sheets of the plans by the designation "SB".
5. The Engineer/Inspector or the plans shall specify the location and type of warning lights to be installed on the traffic control devices.
6. When required by the Engineer, the Contractor shall furnish a copy of the warning lights certification. The warning light manufacturer will certify the warning lights meet the requirements of the latest ITE Purchase Specifications for Flashing and Steady-Burn Warning Lights.
7. When used to delineate curves, Type-C and Type D Steady Burn Lights should only be placed on the outside of the curve, not the inside.
8. The location of warning lights and warning reflectors on drums shall be as shown elsewhere in the plans.

WARNING LIGHTS MOUNTED ON PLASTIC DRUMS

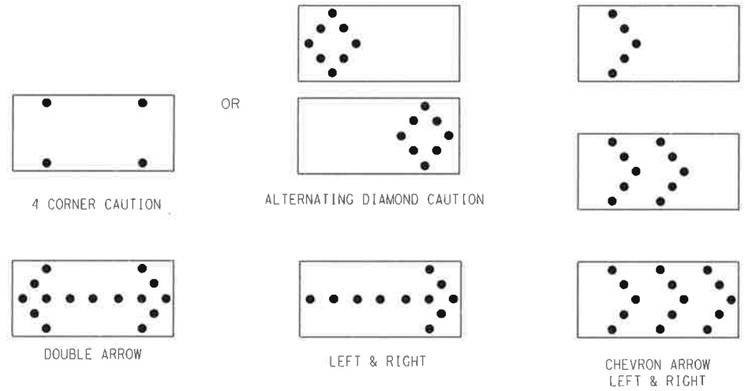
1. Type A flashing warning lights are intended to warn drivers that they are approaching or are in a potentially hazardous area.
2. Type A random flashing warning lights are not intended for delineation and shall not be used in a series.
3. A series of sequential flashing warning lights placed on channelizing devices to form a merging taper may be used for delineation. If used, the successive flashing of the sequential warning lights should occur from the beginning of the taper to the end of the merging taper in order to identify the desired vehicle path. The rate of flashing for each light shall be 65 flashes per minute, plus or minus 10 flashes.
4. Type C and D steady-burn warning lights are intended to be used in a series to delineate the edge of the travel lane on detours, on lane changes, on lane closures, and on other similar conditions.
5. Type A, Type C and Type D warning lights shall be installed at locations as detailed on other sheets in the plans.
6. Warning lights shall not be installed on a drum that has a sign, chevron or vertical panel.
7. The maximum spacing for warning lights on drums should be identical to the channelizing device spacing.

WARNING REFLECTORS MOUNTED ON PLASTIC DRUMS AS A SUBSTITUTE FOR TYPE C (STEADY BURN) WARNING LIGHTS

1. A warning reflector or approved substitute may be mounted on a plastic drum as a substitute for a Type C, steady burn warning light at the discretion of the Contractor unless otherwise noted in the plans.
2. The warning reflector shall be yellow in color and shall be manufactured using a sign substrate approved for use with plastic drums listed on the CWZTCD.
3. The warning reflector shall have a minimum retroreflective surface area (one-side) of 30 square inches.
4. Round reflectors shall be fully reflectorized, including the area where attached to the drum.
5. Square substrates must have a minimum of 30 square inches of reflectorized sheeting. They do not have to be reflectorized where it attaches to the drum.
6. The side of the warning reflector facing approaching traffic shall have sheeting meeting the color and retroreflectivity requirements for DMS 8300-Type B or Type C.
7. When used near two-way traffic, both sides of the warning reflector shall be reflectorized.
8. The warning reflector should be mounted on the side of the handle nearest approaching traffic.
9. The maximum spacing for warning reflectors should be identical to the channelizing device spacing requirements.

Arrow Boards may be located behind channelizing devices in place for a shoulder taper or merging taper, otherwise they shall be delineated with four (4) channelizing devices placed perpendicular to traffic on the upstream side of traffic.

1. The Flashing Arrow Board should be used for all lane closures on multi-lane roadways, or slow moving maintenance or construction activities on the travel lanes.
2. Flashing Arrow Boards should not be used on two-lane, two-way roadways, detours, diversions or work on shoulders unless the "CAUTION" display (see detail below) is used.
3. The Engineer/Inspector shall choose all appropriate signs, barricades and/or other traffic control devices that should be used in conjunction with the Flashing Arrow Board.
4. The Flashing Arrow Board should be able to display the following symbols:



5. The "CAUTION" display consists of four corner lamps flashing simultaneously, or the Alternating Diamond Caution mode as shown.
6. The straight line caution display is NOT ALLOWED.
7. The Flashing Arrow Board shall be capable of minimum 50 percent dimming from rated lamp voltage. The flashing rate of the lamps shall not be less than 25 nor more than 40 flashes per minute.
8. Minimum lamp "on time" shall be approximately 50 percent for the flashing arrow and equal intervals of 25 percent for each sequential phase of the flashing chevron.
9. The sequential arrow display is NOT ALLOWED.
10. The flashing arrow display is the TxDOT standard; however, the sequential Chevron display may be used during daylight operations.
11. The Flashing Arrow Board shall be mounted on a vehicle, trailer or other suitable support.
12. A Flashing Arrow Board SHALL NOT BE USED to laterally shift traffic.
13. A full matrix PCMS may be used to simulate a Flashing Arrow Board provided it meets visibility, flash rate and dimming requirements on this sheet for the same size arrow.
14. Minimum mounting height of trailer mounted Arrow Boards should be 7 feet from roadway to bottom of panel.

REQUIREMENTS			
TYPE	MINIMUM SIZE	MINIMUM NUMBER OF PANEL LAMPS	MINIMUM VISIBILITY DISTANCE
B	30 x 60	13	3/4 mile
C	48 x 96	15	1 mile

ATTENTION

Flashing Arrow Boards shall be equipped with automatic dimming devices.

WHEN NOT IN USE, REMOVE THE ARROW BOARD FROM THE RIGHT-OF-WAY OR PLACE THE ARROW BOARD BEHIND CONCRETE TRAFFIC BARRIER OR GUARDRAIL.

FLASHING ARROW BOARDS

TRUCK-MOUNTED ATTENUATORS

1. Truck-mounted attenuators (TMA) used on TxDOT facilities must meet the requirements outlined in the National Cooperative Highway Research Report No. 350 (NCHRP 350) or the Manual for Assessing Safety Hardware (MASH).
2. Refer to the CWZTCD for the requirements of Level 2 or Level 3 TMAs.
3. Refer to the CWZTCD for a list of approved TMAs.
4. TMAs are required on freeways unless otherwise noted in the plans.
5. A TMA should be used anytime that it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the work performance.
6. The only reason a TMA should not be required is when a work area is spread down the roadway and the work crew is an extended distance from the TMA.

Texas Department of Transportation

Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION ARROW PANEL, REFLECTORS, WARNING LIGHTS & ATTENUATOR

BC(7)-14

FILE: bc-14.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
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REVISIONS				
9-07 8-14	DIST	COUNTY		SHEET NO.
7-13				50

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GENERAL NOTES

1. For long term stationary work zones on freeways, drums shall be used as the primary channelizing device.
2. For intermediate term stationary work zones on freeways, drums should be used as the primary channelizing device but may be replaced in tangent sections by vertical panels, or 42" two-piece cones. In tangent sections one-piece cones may be used with the approval of the Engineer but only if personnel are present on the project at all times to maintain the cones in proper position and location.
3. For short term stationary work zones on freeways, drums are the preferred channelizing device but may be replaced in tapers, transitions and tangent sections by vertical panels, two-piece cones or one-piece cones as approved by the Engineer.
4. Drums and all related items shall comply with the requirements of the current version of the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD) and the "Compliant Work Zone Traffic Control Devices List" (CWZTCD).
5. Drums, bases, and related materials shall exhibit good workmanship and shall be free from objectionable marks or defects that would adversely affect their appearance or serviceability.
6. The Contractor shall have a maximum of 24 hours to replace any plastic drums identified for replacement by the Engineer/Inspector. The replacement device must be an approved device.

GENERAL DESIGN REQUIREMENTS

Pre-qualified plastic drums shall meet the following requirements:

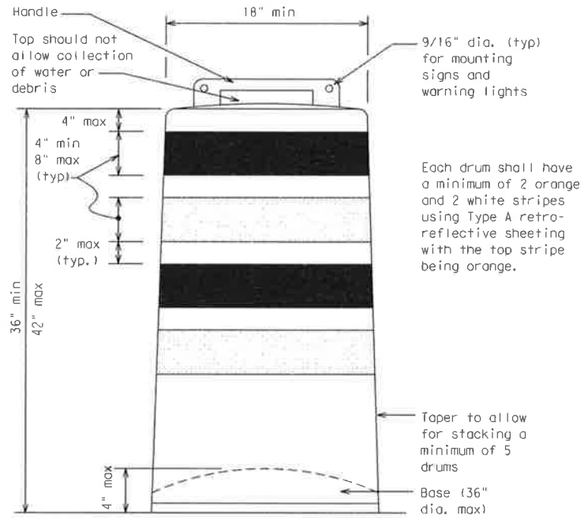
1. Plastic drums shall be a two-piece design; the "body" of the drum shall be the top portion and the "base" shall be the bottom.
2. The body and base shall lock together in such a manner that the body separates from the base when impacted by a vehicle traveling at a speed of 20 MPH or greater but prevents accidental separation due to normal handling and/or air turbulence created by passing vehicles.
3. Plastic drums shall be constructed of lightweight flexible, and deformable materials. The Contractor shall NOT use metal drums or single piece plastic drums as channelization devices or sign supports.
4. Drums shall present a profile that is a minimum of 18 inches in width at the 36 inch height when viewed from any direction. The height of drum unit (body installed on base) shall be a minimum of 36 inches and a maximum of 42 inches.
5. The top of the drum shall have a built-in handle for easy pickup and shall be designed to drain water and not collect debris. The handle shall have a minimum of two widely spaced 9/16 inch diameter holes to allow attachment of a warning light, warning reflector unit or approved compliant sign.
6. The exterior of the drum body shall have a minimum of four alternating orange and white retroreflective circumferential stripes not less than 4 inches nor greater than 8 inches in width. Any non-reflectorized space between any two adjacent stripes shall not exceed 2 inches in width.
7. Bases shall have a maximum width of 36 inches, a maximum height of 4 inches, and a minimum of two footholds of sufficient size to allow base to be held down while separating the drum body from the base.
8. Plastic drums shall be constructed of ultra-violet stabilized, orange, high-density polyethylene (HDPE) or other approved material.
9. Drum body shall have a maximum unballasted weight of 11 lbs.
10. Drum and base shall be marked with manufacturer's name and model number.

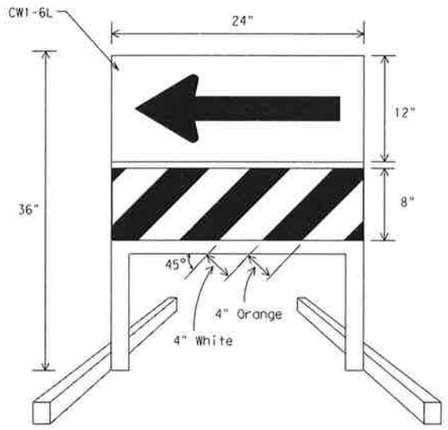
RETROREFLECTIVE SHEETING

1. The stripes used on drums shall be constructed of sheeting meeting the color and retroreflectivity requirements of Departmental Materials Specification DMS-8300, "Sign Face Materials." Type A reflective sheeting shall be supplied unless otherwise specified in the plans.
2. The sheeting shall be suitable for use on and shall adhere to the drum surface such that, upon vehicular impact, the sheeting shall remain adhered in-place and exhibit no delaminating, cracking, or loss of retroreflectivity other than that loss due to abrasion of the sheeting surface.

BALLAST

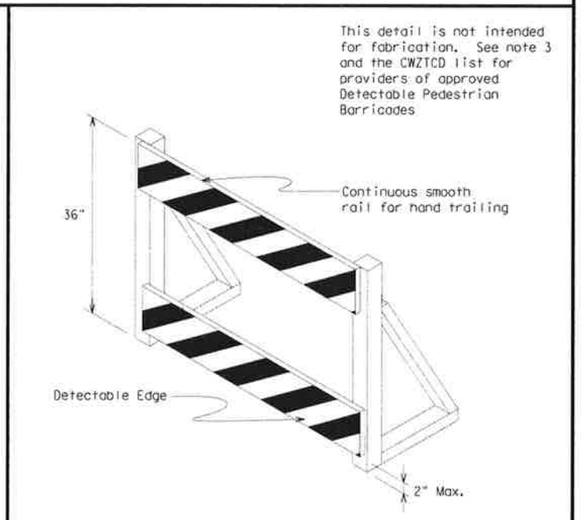
1. Unballasted bases shall be large enough to hold up to 50 lbs. of sand. This base, when filled with the ballast material, should weigh between 35 lbs (minimum) and 50 lbs (maximum). The ballast may be sand in one to three sandbags separate from the base, sand in a sand-filled plastic base, or other ballasting devices as approved by the Engineer. Stacking of sandbags will be allowed, however height of sandbags above pavement surface may not exceed 12 inches.
2. Bases with built-in ballast shall weigh between 40 lbs. and 50 lbs. Built-in ballast can be constructed of an integral crumb rubber base or a solid rubber base.
3. Recycled truck tire sidewalls may be used for ballast on drums approved for this type of ballast on the CWZTCD list.
4. The ballast shall not be heavy objects, water, or any material that would become hazardous to motorists, pedestrians, or workers when the drum is struck by a vehicle.
5. When used in regions susceptible to freezing, drums shall have drainage holes in the bottoms so that water will not collect and freeze becoming a hazard when struck by a vehicle.
6. Ballast shall not be placed on top of drums.
7. Adhesives may be used to secure base of drums to pavement.





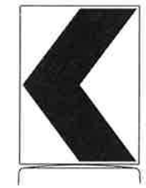
DIRECTION INDICATOR BARRICADE

1. The Direction Indicator Barricade may be used in tapers, transitions, and other areas where specific directional guidance to drivers is necessary.
2. If used, the Direction Indicator Barricade should be used in series to direct the driver through the transition and into the intended travel lane.
3. The Direction Indicator Barricade shall consist of One-Direction Large Arrow (CW1-6) sign in the size shown with a black arrow on a background of Type B_{FL} or Type C_{FL} Orange retroreflective sheeting above a rail with Type A retroreflective sheeting in alternating 4" white and orange stripes sloping downward at an angle of 45 degrees in the direction road users are to pass. Sheeting types shall be as per DMS 8300.
4. Double arrows on the Direction Indicator Barricade will not be allowed.
5. Approved manufacturers are shown on the CWZTCD List. Ballast shall be as approved by the manufacturers instructions.



DETECTABLE PEDESTRIAN BARRICADES

1. When existing pedestrian facilities are disrupted, closed, or relocated in a TTC zone, the temporary facilities shall be detectable and include accessibility features consistent with the features present in the existing pedestrian facility.
2. Where pedestrians with visual disabilities normally use the closed sidewalk, a device that is detectable by a person with a visual disability traveling with the aid of a long cane shall be placed across the full width of the closed sidewalk.
3. Detectable pedestrian barricades similar to the one pictured above, longitudinal channelizing devices, some concrete barriers, and wood or chain link fencing with a continuous detectable edging can satisfactorily delineate a pedestrian path.
4. Tape, rope, or plastic chain strung between devices are not detectable, do not comply with the design standards in the "Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities (ADAAG)" and should not be used as a control for pedestrian movements.
5. Warning lights shall not be attached to detectable pedestrian barricades.
6. Detectable pedestrian barricades may use 8" nominal barricade rails as shown on BC(10) provided that the top rail provides a smooth continuous rail suitable for hand trailing with no splinters, burrs, or sharp edges.



18" x 24" Sign
(Maximum Sign Dimension)
Chevron CW1-8, Opposing Traffic Lane Divider, Driveway sign D70a, Keep Right R4 series or other signs as approved by Engineer

12" x 24"
Vertical Panel
mount with diagonals sloping down towards travel way

Plywood, Aluminum or Metal sign substrates shall NOT be used on plastic drums

SIGNS, CHEVRONS, AND VERTICAL PANELS MOUNTED ON PLASTIC DRUMS

1. Signs used on plastic drums shall be manufactured using substrates listed on the CWZTCD.
2. Chevrons and other work zone signs with an orange background shall be manufactured with Type B_{FL} or Type C_{FL} Orange sheeting meeting the color and retroreflectivity requirements of DMS-8300, "Sign Face Material," unless otherwise specified in the plans.
3. Vertical Panels shall be manufactured with orange and white sheeting meeting the requirements of DMS-8300 Type A Diagonal stripes on Vertical Panels shall slope down toward the intended traveled lane.
4. Other sign messages (text or symbolic) may be used as approved by the Engineer. Sign dimensions shall not exceed 18 inches in width or 24 inches in height, except for the R9 series signs discussed in note 8 below.
5. Signs shall be installed using a 1/2 inch bolt (nominal) and nut, two washers, and one locking washer for each connection.
6. Mounting bolts and nuts shall be fully engaged and adequately torqued. Bolts should not extend more than 1/2 inch beyond nuts.
7. Chevrons may be placed on drums on the outside of curves, on merging tapers or on shifting tapers. When used in these locations they may be placed on every drum or spaced not more than on every third drum. A minimum of three (3) should be used at each location called for in the plans.
8. R9-9, R9-10, R9-11 and R9-11a Sidewalk Closed signs which are 24 inches wide may be mounted on plastic drums, with approval of the Engineer.

Texas Department of Transportation

Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES

BC(8)-14

FILE: bc-14.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
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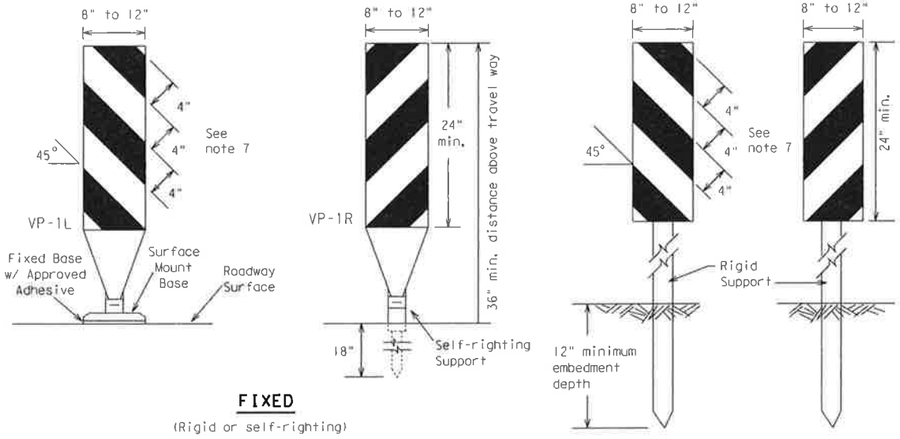
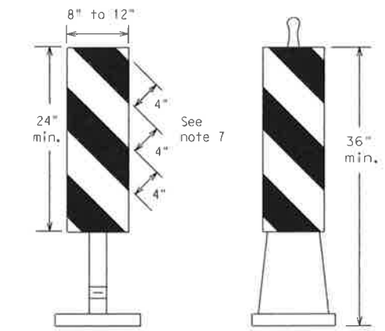


FIXED
(Rigid or self-righting)

DRIVEABLE

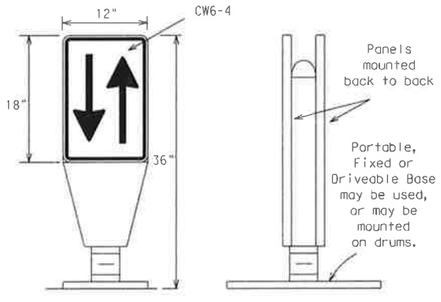


(Rigid or self-righting)

PORTABLE

1. Vertical Panels (VP's) are normally used to channelize traffic or divide opposing lanes of traffic.
2. VP's may be used in daytime or nighttime situations. They may be used at the edge of shoulder drop-offs and other areas such as lane transitions where positive daytime and nighttime delineation is required. The Engineer/Inspector shall refer to the Roadway Design Manual Appendix B "Treatment of Pavement Drop-offs in Work Zones" for additional guidelines on the use of VP's for drop-offs.
3. VP's should be mounted back to back if used at the edge of cuts adjacent to two-way two lane roadways. Stripes are to be reflective orange and reflective white and should always slope downward toward the travel lane.
4. VP's used on expressways and freeways or other high speed roadways, may have more than 270 square inches of retroreflective area facing traffic.
5. Self-righting supports are available with portable base. See "Compliant Work Zone Traffic Control Devices List" (CWZTCD).
6. Sheeting for the VP's shall be retroreflective Type A conforming to Departmental Material Specification DMS-8300, unless noted otherwise.
7. Where the height of reflective material on the vertical panel is 36 inches or greater, a panel stripe of 6 inches shall be used.

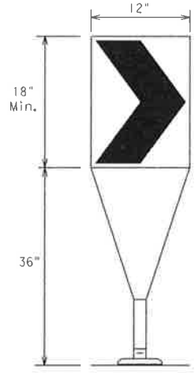
VERTICAL PANELS (VPs)



1. Opposing Traffic Lane Dividers (OTLD) are delineation devices designed to convert a normal one-way roadway section to two-way operation. OTLD's are used on temporary centerlines. The upward and downward arrows on the sign's face indicate the direction of traffic on either side of the divider. The base is secured to the pavement with an adhesive or rubber weight to minimize movement caused by a vehicle impact or wind gust.
2. The OTLD may be used in combination with 42" cones or VPs.
3. Spacing between the OTLD shall not exceed 500 feet. 42" cones or VPs placed between the OTLD's should not exceed 100 foot spacing.
4. The OTLD shall be orange with a black non-reflective legend. Sheeting for the OTLD shall be retroreflective Type B_{FL} or Type C_{FL} conforming to Departmental Material Specification DMS-8300, unless noted otherwise. The legend shall meet the requirements of DMS-8300.

OPPOSING TRAFFIC LANE DIVIDERS (OTLD)

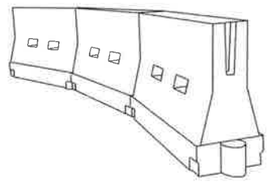
Williamson County, Texas



Fixed Base w/ Approved Adhesive (Driveable Base, or Flexible Support can be used)

1. The chevron shall be a vertical rectangle with a minimum size of 12 by 18 inches.
2. Chevrons are intended to give notice of a sharp change of alignment with the direction of travel and provide additional emphasis and guidance for vehicle operators with regard to changes in horizontal alignment of the roadway.
3. Chevrons, when used, shall be erected on the outside of a sharp curve or turn, or on the far side of an intersection. They shall be in line with and at right angles to approaching traffic. Spacing should be such that the motorist always has three in view, until the change in alignment eliminates its need.
4. To be effective, the chevron should be visible for at least 500 feet.
5. Chevrons shall be orange with a black nonreflective legend. Sheeting for the chevron shall be retroreflective Type B_{FL} or Type C_{FL} conforming to Departmental Material Specification DMS-8300, unless noted otherwise. The legend shall meet the requirements of DMS-8300.
6. For Long Term Stationary use on tapers or transitions on freeways and divided highways self-righting chevrons may be used to supplement plastic drums but not to replace plastic drums.

CHEVRONS



LONGITUDINAL CHANNELIZING DEVICES (LCD)

1. LCDs are crashworthy, lightweight, deformable devices that are highly visible, have good target value and can be connected together. They are not designed to contain or redirect a vehicle on impact.
2. LCDs may be used instead of a line of cones or drums.
3. LCDs shall be placed in accordance to application and installation requirements specific to the device, and used only when shown on the CWZTCD list.
4. LCDs should not be used to provide positive protection for obstacles, pedestrians or workers.
5. LCDs shall be supplemented with retroreflective delineation as required for temporary barriers on BC(7) when placed roughly parallel to the travel lanes.
6. LCDs used as barricades placed perpendicular to traffic should have at least one row of reflective sheeting meeting the requirements for barricade rails as shown on BC(10) placed near the top of the LCD along the full length of the device.

WATER BALLASTED SYSTEMS USED AS BARRIERS

1. Water ballasted systems used as barriers shall not be used solely to channelize road users, but also to protect the work space per the appropriate NCHRP 350 crashworthiness requirements based on roadway speed and barrier application.
2. Water ballasted systems used to channelize vehicular traffic shall be supplemented with retroreflective delineation or channelizing devices to improve daytime/nighttime visibility. They may also be supplemented with pavement markings.
3. Water ballasted systems used as barriers shall be placed in accordance to application and installation requirements specific to the device, and used only when shown on the CWZTCD list.
4. Water ballasted systems used as barriers should not be used for a merging taper except in low speed (less than 45 MPH) urban areas. When used on a taper in a low speed urban area, the taper shall be delineated and the taper length should be designed to optimize road user operations considering the available geometric conditions.
5. When water ballasted systems used as barriers have blunt ends exposed to traffic, they should be attenuated as per manufacturer recommendations or flared to a point outside the clear zone.

If used to channelize pedestrians, longitudinal channelizing devices or water ballasted systems must have a continuous detectable bottom for users of long canes and the top of the unit shall not be less than 32 inches in height.

HOLLOW OR WATER BALLASTED SYSTEMS USED AS LONGITUDINAL CHANNELIZING DEVICES OR BARRIERS

Bid 1705-165

GENERAL NOTES

1. Work Zone channelizing devices illustrated on this sheet may be installed in close proximity to traffic and are suitable for use on high or low speed roadways. The Engineer/Inspector shall ensure that spacing and placement is uniform and in accordance with the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD).
2. Channelizing devices shown on this sheet may have a driveable, fixed or portable base. The requirement for self-righting channelizing devices must be specified in the General Notes or other plan sheets.
3. Channelizing devices on self-righting supports should be used in work zone areas where channelizing devices are frequently impacted by errant vehicles or vehicle related wind gusts making alignment of the channelizing devices difficult to maintain. Locations of these devices shall be detailed elsewhere in the plans. These devices shall conform to the TMUTCD and the "Compliant Work Zone Traffic Control Devices List" (CWZTCD).
4. The Contractor shall maintain devices in a clean condition and replace damaged, nonreflective, faded, or broken devices and bases as required by the Engineer/Inspector. The Contractor shall be required to maintain proper device spacing and alignment.
5. Portable bases shall be fabricated from virgin and/or recycled rubber. The portable bases shall weigh a minimum of 30 lbs.
6. Pavement surfaces shall be prepared in a manner that ensures proper bonding between the adhesives, the fixed mount bases and the pavement surface. Adhesives shall be prepared and applied according to the manufacturer's recommendations.
7. The installation and removal of channelizing devices shall not cause detrimental effects to the final pavement surfaces, including pavement surface discoloration or surface integrity. Driveable bases shall not be permitted on final pavement surfaces. The Engineer/Inspector shall approve all application and removal procedures of fixed bases.

Posted Speed *	Formula	Minimum Desirable Taper Lengths ** 10' Offset	11' Offset	12' Offset	Suggested Maximum Spacing of Channelizing Devices On a Taper	On a Tangent
30	$L=\frac{WS^2}{60}$	150'	165'	180'	30'	60'
35		205'	225'	245'	35'	70'
40		265'	295'	320'	40'	80'
45	L=WS	450'	495'	540'	45'	90'
50		500'	550'	600'	50'	100'
55		550'	605'	660'	55'	110'
60		600'	660'	720'	60'	120'
65		650'	715'	780'	65'	130'
70		700'	770'	840'	70'	140'
75		750'	825'	900'	75'	150'
80		800'	880'	960'	80'	160'

** Taper lengths have been rounded off.
L=Length of Taper (FT.) W=Width of Offset (FT.)
S=Posted Speed (MPH)

SUGGESTED MAXIMUM SPACING OF CHANNELIZING DEVICES AND MINIMUM DESIRABLE TAPER LENGTHS

SHEET 9 OF 12

Texas Department of Transportation | Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES

BC(9)-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. 52

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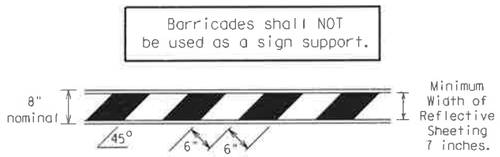
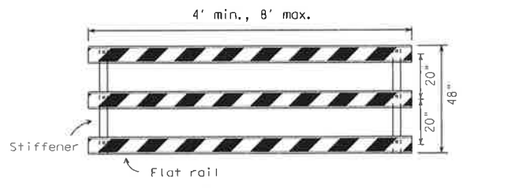
TYPE 3 BARRICADES

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.



TYPICAL STRIPING DETAIL FOR BARRICADE RAIL

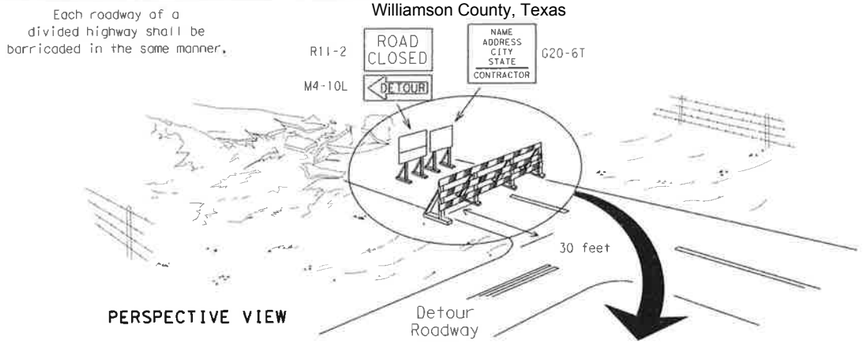


Stiffener may be inside or outside of support, but no more than 2 stiffeners shall be allowed on one barricade.

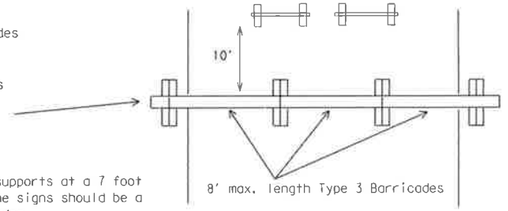
TYPICAL PANEL DETAIL FOR SKID OR POST TYPE BARRICADES

Williamson County, Texas

Bid 1705-165



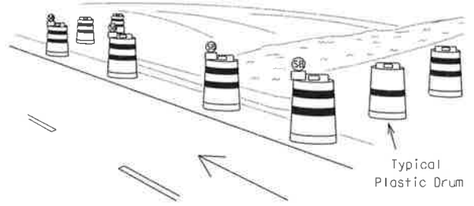
PERSPECTIVE VIEW



PLAN VIEW

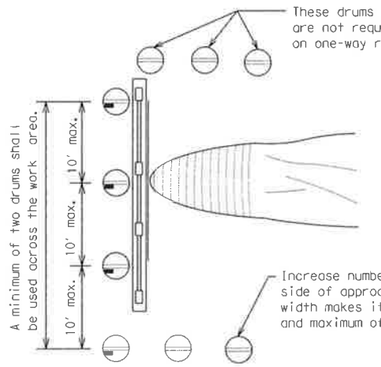
1. Signs should be mounted on independent supports at a 7 foot mounting height in center of roadway. The signs should be a minimum of 10 feet behind Type 3 Barricades.
2. Advance signing shall be as specified elsewhere in the plans.

TYPE 3 BARRICADE (POST AND SKID) TYPICAL APPLICATION



PERSPECTIVE VIEW

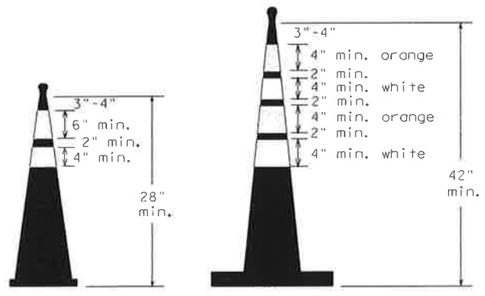
1. Where positive redirectional capability is provided, drums may be omitted.
2. Plastic construction fencing may be used with drums for safety as required in the plans.
3. Vertical Panels on flexible support may be substituted for drums when the shoulder width is less than 4 feet.
4. When the shoulder 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.



PLAN VIEW

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

CULVERT WIDENING OR OTHER ISOLATED WORK WITHIN THE PROJECT LIMITS

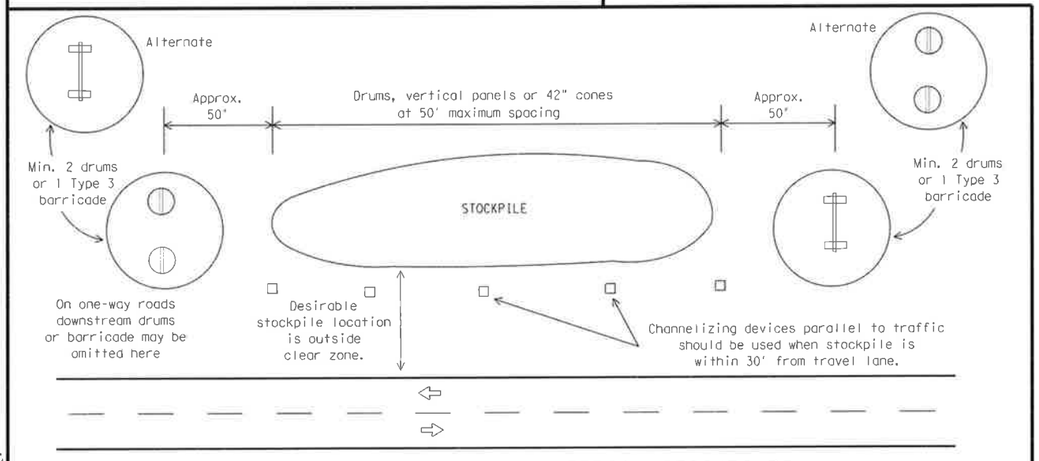


Two-Piece cones | One-Piece cones | Tubular Marker

28" Cones shall have a minimum weight of 9 1/2 lbs.

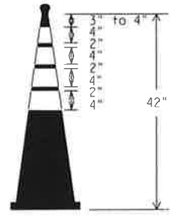
42" 2-piece cones shall have a minimum weight of 30 lbs. including base.

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(4). 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.



TRAFFIC CONTROL FOR MATERIAL STOCKPILES

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.

Texas Department of Transportation

Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES

BC(10)-14

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WORK ZONE PAVEMENT MARKINGS

GENERAL

1. The Contractor shall be responsible for maintaining work zone and existing pavement markings, in accordance with the standard specifications and special provisions, on all roadways open to traffic within the CSJ limits unless otherwise stated in the plans.
2. Color, patterns and dimensions shall be in conformance with the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD).
3. Additional supplemental pavement marking details may be found in the plans or specifications.
4. Pavement markings shall be installed in accordance with the TMUTCD and as shown on the plans.
5. When short term markings are required on the plans, short term markings shall conform with the TMUTCD, the plans and details as shown on the Standard Plan Sheet WZ(STPM).
6. When standard pavement markings are not in place and the roadway is opened to traffic, DO NOT PASS signs shall be erected to mark the beginning of the sections where passing is prohibited and PASS WITH CARE signs at the beginning of sections where passing is permitted.
7. All work zone pavement markings shall be installed in accordance with Item 662, "Work Zone Pavement Markings."

RAISED PAVEMENT MARKERS

1. Raised pavement markers are to be placed according to the patterns on BC(12).
2. All raised pavement markers used for work zone markings shall meet the requirements of Item 672, "RAISED PAVEMENT MARKERS" and Departmental Material Specification DMS-4200 or DMS-4300.

PREFABRICATED PAVEMENT MARKINGS

1. Removable prefabricated pavement markings shall meet the requirements of DMS-8241.
2. Non-removable prefabricated pavement markings (foil back) shall meet the requirements of DMS-8240.

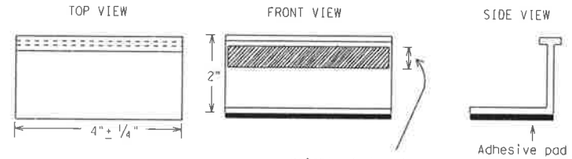
MAINTAINING WORK ZONE PAVEMENT MARKINGS

1. The Contractor will be responsible for maintaining work zone pavement markings within the work limits.
2. Work zone pavement markings shall be inspected in accordance with the frequency and reporting requirements of work zone traffic control device inspections as required by Form 599.
3. The markings should provide a visible reference for a minimum distance of 300 feet during normal daylight hours and 160 feet when illuminated by automobile low-beam headlights at night, unless sight distance is restricted by roadway geometrics.
4. Markings failing to meet this criteria within the first 30 days after placement shall be replaced at the expense of the Contractor as per Specification Item 662.

REMOVAL OF PAVEMENT MARKINGS

1. Pavement markings that are no longer applicable, could create confusion or direct a motorist toward or into the closed portion of the roadway shall be removed or obliterated before the roadway is opened to traffic.
2. The above shall not apply to detours in place for less than three days, where flaggers and/or sufficient channelizing devices are used in lieu of markings to outline the detour route.
3. Pavement markings shall be removed to the fullest extent possible, so as not to leave a discernable marking. This shall be by any method approved by TxDOT Specification Item 677 for "Eliminating Existing Pavement Markings and Markers".
4. The removal of pavement markings may require resurfacing or seal coating portions of the roadway as described in Item 677.
5. Subject to the approval of the Engineer, any method that proves to be successful on a particular type pavement may be used.
6. Blast cleaning may be used but will not be required unless specifically shown in the plans.
7. Over-painting of the markings SHALL NOT BE permitted.
8. Removal of raised pavement markers shall be as directed by the Engineer.
9. Removal of existing pavement markings and markers will be paid for directly in accordance with Item 677, "ELIMINATING EXISTING PAVEMENT MARKINGS AND MARKERS," unless otherwise stated in the plans.
10. Black-out marking tape may be used to cover conflicting existing markings for periods less than two weeks when approved by the Engineer.

Temporary Flexible-Reflective Roadway Marker Tabs



STAPLES OR NAILS SHALL NOT BE USED TO SECURE TEMPORARY FLEXIBLE-REFLECTIVE ROADWAY MARKER TABS TO THE PAVEMENT SURFACE

1. Temporary flexible-reflective roadway marker tabs used as guidemarks shall meet the requirements of DMS-8242.
2. Tabs detailed on this sheet are to be inspected and accepted by the Engineer or designated representative. Sampling and testing is not normally required, however at the option of the Engineer, either "A" or "B" below may be imposed to assure quality before placement on the roadway.
   A. Select five (5) or more tabs at random from each lot or shipment and submit to the Construction Division, Materials and Pavement Section to determine specification compliance.
   B. Select five (5) tabs and perform the following test. Affix five (5) tabs at 24 inch intervals on an asphaltic pavement in a straight line. Using a medium size passenger vehicle or pickup, run over the markers with the front and rear tires at a speed of 35 to 40 miles per hour, four (4) times in each direction. No more than one (1) out of the five (5) reflective surfaces shall be lost or displaced as a result of this test.
3. Small design variances may be noted between tab manufacturers.
4. See Standard Sheet WZ(STPM) for tab placement on new pavements. See Standard Sheet TCP(7-1) for tab placement on seal coat work.

RAISED PAVEMENT MARKERS USED AS GUIDEMARKS

1. Raised pavement markers used as guidemarks shall be from the approved product list, and meet the requirements of DMS-4200.
2. All temporary construction raised pavement markers provided on a project shall be of the same manufacturer.
3. Adhesive for guidemarks shall be bituminous material hot applied or butyl rubber pad for all surfaces, or thermoplastic for concrete surfaces.

Guidemarks shall be designated as:
YELLOW - (two amber reflective surfaces with yellow body).
WHITE - (one silver reflective surface with white body).

DEPARTMENTAL MATERIAL SPECIFICATIONS	
PAVEMENT MARKERS (REFLECTORIZED)	DMS-4200
TRAFFIC BUTTONS	DMS-4300
EPOXY AND ADHESIVES	DMS-6100
BITUMINOUS ADHESIVE FOR PAVEMENT MARKERS	DMS-6130
PERMANENT PREFABRICATED PAVEMENT MARKINGS	DMS-8240
TEMPORARY REMOVABLE, PREFABRICATED PAVEMENT MARKINGS	DMS-8241
TEMPORARY FLEXIBLE, REFLECTIVE ROADWAY MARKER TABS	DMS-8242

A list of prequalified reflective raised pavement markers, non-reflective traffic buttons, roadway marker tabs and other pavement markings can be found at the Material Producer List web address shown on BC(1).

Texas Department of Transportation | Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION PAVEMENT MARKINGS

BC(11)-14

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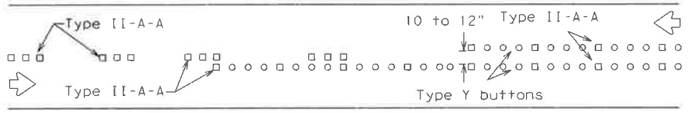
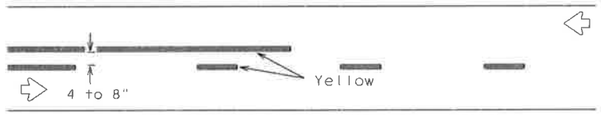
PAVEMENT MARKING PATTERNS

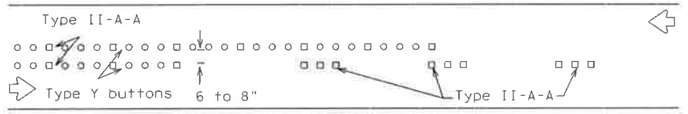
REFLECTORIZED PAVEMENT MARKINGS - PATTERN A



RAISED PAVEMENT MARKERS - PATTERN A



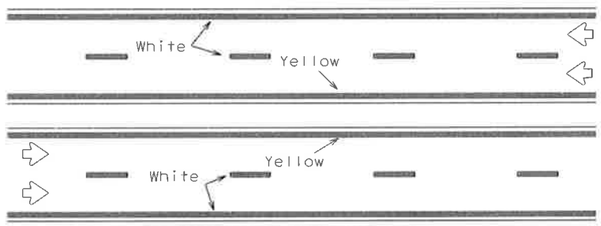
REFLECTORIZED PAVEMENT MARKINGS - PATTERN B



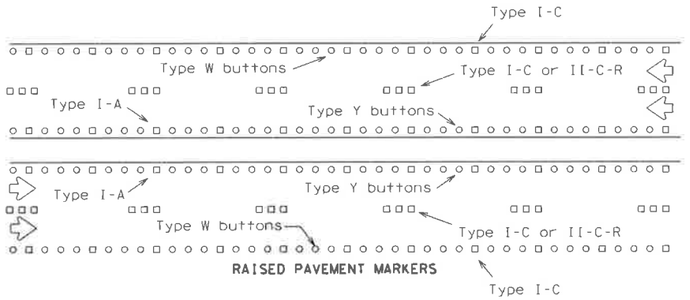
RAISED PAVEMENT MARKERS - PATTERN B

Pattern A is the TXDOT Standard, however Pattern B may be used if approved by the Engineer.
Prefabricated markings may be substituted for reflectorized pavement markings.

CENTER LINE & NO-PASSING ZONE BARRIER LINES FOR TWO-LANE, TWO-WAY HIGHWAYS



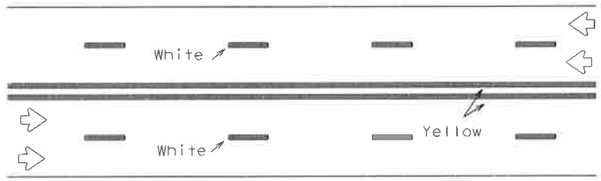
REFLECTORIZED PAVEMENT MARKINGS



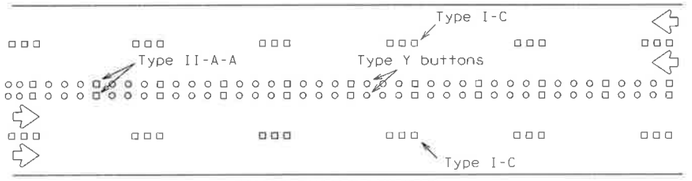
RAISED PAVEMENT MARKERS

Prefabricated markings may be substituted for reflectorized pavement markings.

EDGE & LANE LINES FOR DIVIDED HIGHWAY



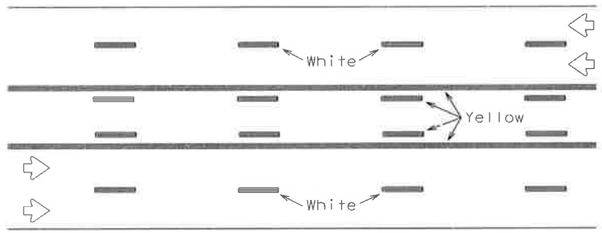
REFLECTORIZED PAVEMENT MARKINGS



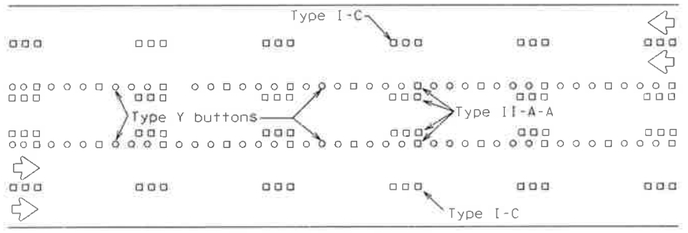
RAISED PAVEMENT MARKERS

Prefabricated markings may be substituted for reflectorized pavement markings.

LANE & CENTER LINES FOR MULTILANE UNDIVIDED HIGHWAYS



REFLECTORIZED PAVEMENT MARKINGS



RAISED PAVEMENT MARKERS

Prefabricated markings may be substituted for reflectorized pavement markings.

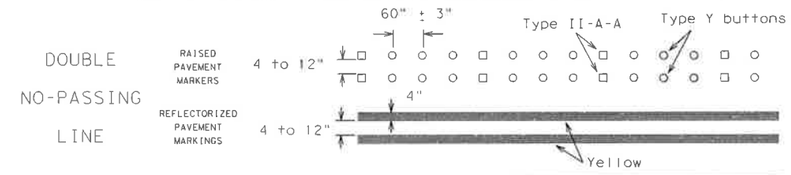
TWO-WAY LEFT TURN LANE

STANDARD WORK ZONE PAVEMENT MARKINGS DETAILS

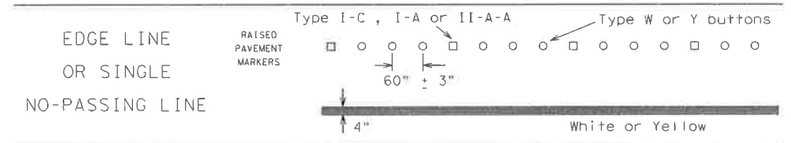
Bid 1705-165

SOLID LINES

DOUBLE NO-PASSING LINE

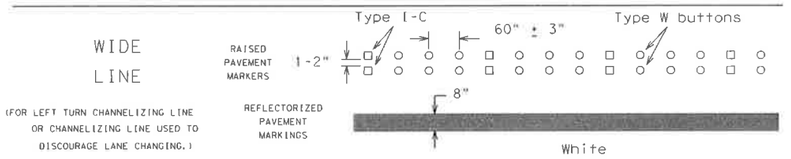


EDGE LINE OR SINGLE NO-PASSING LINE



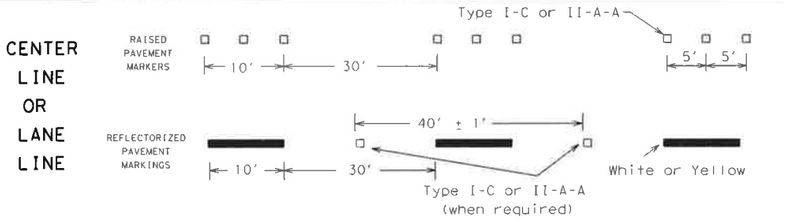
WIDE LINE

(FOR LEFT TURN CHANNELIZING LINE OR CHANNELIZING LINE USED TO DISCOURAGE LANE CHANGING.)

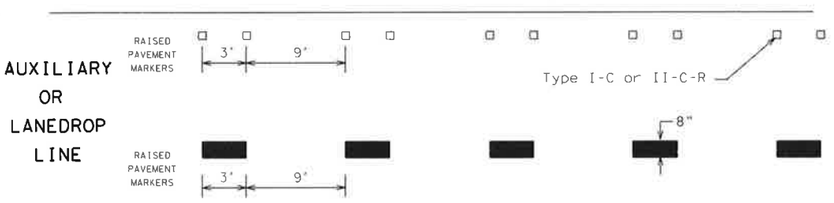


BROKEN LINES

CENTER LINE OR LANE LINE

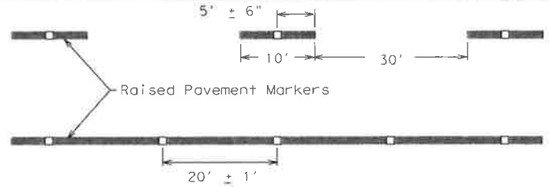


AUXILIARY OR LANEDROP LINE



REMOVABLE MARKINGS WITH RAISED PAVEMENT MARKERS

If raised pavement markers are used to supplement REMOVABLE markings, the markers shall be applied to the top of the tape at the approximate mid length of tape used for broken lines or at 20 foot spacing for solid lines. This allows an easier removal of raised pavement markers and tape.



Centerline only - not to be used on edge lines

Raised pavement markers used as standard pavement markings shall be from the approved products list and meet the requirements of Item 672 "RAISED PAVEMENT MARKERS."

Texas Department of Transportation

Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION PAVEMENT MARKING PATTERNS

BC(12)-14

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WILLIAMSON COUNTY BID FORM

RONALD REAGAN BLVD FROM RM 2338 TO SH 195
MILLING AND OVERLAY

WILLIAMSON COUNTY
ROAD AND BRIDGE DIVISION

BID NUMBER: IFB XXXX-XXX

NAME OF BIDDER: _____

Mailing Address: _____

City: _____ State: _____ Zip:_____

Email Address: _____

Telephone: (_____) _____ Fax: (_____) _____ _____

Mobile Phone: (_____) _____

Ronald Reagan Blvd From RM 2338 To Sta 140+00 (Cowan Creek)

Phase 1 - Estimate of Quantities Summary

PHASE	ITEM	NO	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	COST
PH 1	160	6003	FURNISHING AND PLACING TOPSOIL (4")	SY	24658		
PH 1	164	6033	DRILL SEEDING (PERM) (RURAL) (SANDY)	SY	24658		
PH 1	166	6001	FERTILIZER	AC	6		
PH 1	168	6001	VEGETATIVE WATERING	MG	1147		
PH 1	316	6175	AGGR (TY-B GR-4 SAC-B)	CY	606		
PH 1	316	6466	ASPH (CHFRS-2P OR CRS-2P)	GAL	24359		
PH 1	341	6043	D - GR HMA TY - D PG70 - 22	TON	7656		
PH 1	354	6021	PLANE ASPH CONC PAV (0" TO 2")	SY	2021		
PH 1	500	6001	MOBILIZATION	LS	1		
PH 1	502	6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	2		
PH 1	662	6109	WK ZN PAV MRK SHT TERM (TAB) TY W	EA	1611		
PH 1	662	6111	WK ZN PAV MRK SHT TERM (TAB) TY Y - 2	EA	2984		
PH 1	666	6035	REFL PAV MRK TY I (W) 8" (SLD) (090MIL)	LF	1540		
PH 1	666	6047	REFL PAV MRK TY I (W) 24" (SLD) (090MIL)	LF	60		
PH 1	666	6053	REFL PAV MRK TY I (W) (ARROW) (090MIL)	EA	7		
PH 1	666	6077	REFL PAV MRK TY I (W) (WORD) (090MIL)	EA	6		
PH 1	666	6146	REFL PAV MRK TY I (Y) 24" (SLD) (090MIL)	LF	578		
PH 1	666	6167	REFL PAV MRK TY II (W) 4" (BRK)	LF	0		
PH 1	666	6170	REFL PAV MRK TY II (W) 4" (SLD)	LF	28286		
PH 1	666	6178	REFL PAV MRK TY II (W) 8" (SLD)	LF	1540		
PH 1	666	6182	REFL PAV MRK TY II (W) 24" (SLD)	LF	60		
PH 1	666	6184	REFL PAV MRK TY II (W) (ARROW)	EA	7		
PH 1	666	6192	REFL PAV MRK TY II (W) (WORD)	EA	6		
PH 1	666	6205	REFL PAV MRK TY II (Y) 4" (BRK)	LF	1288		
PH 1	666	6207	REFL PAV MRK TY II (Y) 4" (SLD)	LF	28836		
PH 1	666	6214	REFL PAV MRK TY II (Y) 24" (SLD)	LF	578		
PH 1	666	6299	RE PM W / RET REQ TY I (W) 4" (BRK) (090MIL)	LF	0		
PH 1	666	6302	RE PM W / RET REQ TY I (W) 4" (SLD) (090MIL)	LF	28286		
PH 1	666	6311	RE PM W / RET REQ TY I (Y) 4" (BRK) (090MIL)	LF	1288		
PH 1	666	6314	RE PM W / RET REQ TY I (Y) 4" (SLD) (090MIL)	LF	28836		
PH 1	672	6007	REFL PAV MRKR TY I-C	EA	77		
PH 1	672	6009	REFL PAV MRKR TY II-A-A	EA	985		
PH 1	672	6010	REFL PAV MRKR TY II-C-R	EA	0		
PH 1	677	6001	ELIM EXT PAV MRK & MRKS (4")	LF	0		
PH 1	677	6003	ELIM EXT PAV MRK & MRKS (8")	LF	0		
					TOTAL		

Ronald Reagan Blvd From Sta 140+00 (Cowan Creek) To SH 195							
Phase 2 - Estimate of Quantities Summary							
PHASE	ITEM	NO	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	COST
PH 2	160	6003	FURNISHING AND PLACING TOPSOIL (4")	SY	25112		
PH 2	164	6033	DRILL SEEDING (PERM) (RURAL) (SANDY)	SY	25912		
PH 2	166	6001	FERTILIZER	AC	6		
PH 2	168	6001	VEGETATIVE WATERING	MG	1168		
PH 2	316	6175	AGGR (TY-B GR-4 SAC-B)	CY	724		
PH 2	316	6466	ASPH (CHFRS-2P OR CRS-2P)	GAL	29108		
PH 2	341	6043	D - GR HMA TY - D PG70 - 22	TON	9149		
PH 2	354	6021	PLANE ASPH CONC PAV (0" TO 2")	SY	4659		
PH 2	500	6001	MOBILIZATION	LS	1		
PH 2	502	6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	2		
PH 2	662	6109	WK ZN PAV MRK SHT TERM (TAB) TY W	EA	2617		
PH 2	662	6111	WK ZN PAV MRK SHT TERM (TAB) TY Y - 2	EA	3903		
PH 2	666	6035	REFL PAV MRK TY I (W) 8" (SLD) (090MIL)	LF	2220		
PH 2	666	6047	REFL PAV MRK TY I (W) 24" (SLD) (090MIL)	LF	420		
PH 2	666	6053	REFL PAV MRK TY I (W) (ARROW) (090MIL)	EA	7		
PH 2	666	6077	REFL PAV MRK TY I (W) (WORD) (090MIL)	EA	6		
PH 2	666	6146	REFL PAV MRK TY I (Y) 24" (SLD) (090MIL)	LF	1070		
PH 2	666	6167	REFL PAV MRK TY II (W) 4" (BRK)	LF	633		
PH 2	666	6170	REFL PAV MRK TY II (W) 4" (SLD)	LF	29530		
PH 2	666	6178	REFL PAV MRK TY II (W) 8" (SLD)	LF	2220		
PH 2	666	6182	REFL PAV MRK TY II (W) 24" (SLD)	LF	420		
PH 2	666	6184	REFL PAV MRK TY II (W) (ARROW)	EA	7		
PH 2	666	6192	REFL PAV MRK TY II (W) (WORD)	EA	6		
PH 2	666	6205	REFL PAV MRK TY II (Y) 4" (BRK)	LF	200		
PH 2	666	6207	REFL PAV MRK TY II (Y) 4" (SLD)	LF	34064		
PH 2	666	6214	REFL PAV MRK TY II (Y) 24" (SLD)	LF	1070		
PH 2	666	6299	RE PM W / RET REQ TY I (W) 4" (BRK) (090MIL)	LF	633		
PH 2	666	6302	RE PM W / RET REQ TY I (W) 4" (SLD) (090MIL)	LF	29530		
PH 2	666	6311	RE PM W / RET REQ TY I (Y) 4" (BRK) (090MIL)	LF	200		
PH 2	666	6314	RE PM W / RET REQ TY I (Y) 4" (SLD) (090MIL)	LF	34064		
PH 2	672	6007	REFL PAV MRKR TY I-C	EA	111		
PH 2	672	6009	REFL PAV MRKR TY II-A-A	EA	1230		
PH 2	672	6010	REFL PAV MRKR TY II-C-R	EA	32		
PH 2	677	6001	ELIM EXT PAV MRK & MRKS (4")	LF	1800		
PH 2	677	6003	ELIM EXT PAV MRK & MRKS (8")	LF	450		
					TOTAL		

_____ Date of Bid: _____

Signature of Person Authorized to Sign Bid

Printed Name and Title of Signer:_____

DO NOT SIGN OR SUBMIT WITHOUT READING ENTIRE DOCUMENT THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED WITH BID

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 # 1705-165, RONALD REAGAN BLVD FROM RM 2338 TO SH 195 - MILLING AND OVERLAY ; 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 # 1705-165, including the specifications set forth therein, which is incorporated herein as if copied in full.

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

ARTICLE 4 SUBSTANTIAL AND FINAL COMPLETION:

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

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

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

DATE FOR SUBSTANTIAL COMPLETION: TBD

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

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

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

ARTICLE 5 PAYMENT:

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

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

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

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

ARTICLE 6 CONTRACTOR'S GENERAL RESPONSIBILITIES AND COVENANTS:

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

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

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

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

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

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

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

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

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

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

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

COMMISSIONING AND WARRANTY RESPONSIBILITIES

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

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

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

ARTICLE 7 OWNER'S RESPONSIBILITIES

7.1 The Owner shall:

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

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

ARTICLE 8 INSURANCE AND INDEMNITY

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

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

Type of Coverage	Limits of Liability
a. Worker's Compensation	Statutory
b. Employer's Liability	
Bodily Injury by Accident	$1,000,000 Ea. Accident
Bodily Injury by Disease	$1,000,000 Ea. Employee
Bodily Injury by Disease	$1,000,000 Policy Limit

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

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability (*including premises, completed operations and contractual*)	$ 2,000,000	$ 2,000,000
Aggregate policy limits:		$2,000,000

d. Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury (including death)	$2,000,000	$2,000,000
Property damage	$2,000,000	$2,000,000
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 $2,000,000.

8.1.2 The above insurance requirements are not intended to be compounded with the Contractor's standing insurance policies. If the Contractor already has in force insurance policies which provide the required coverage, there is no need to purchase duplicate coverage for this Work.

8.1.3 Policies must include the following clauses, as applicable.

a. "This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice, or ten (10) days for non-payment of premium, has been given to Williamson County."
b. "It is agreed that the Contractor's insurance shall be deemed primary with respect to any insurance or self insurance carried by Williamson County for liability arising out of operations under the Agreement with Williamson County."
c. "Williamson County, it officials, directors, employees, representatives, and volunteers are added as additional insured as respects operations and activities of, or on behalf of the named insured performed under Agreement with the Owner." This is not applicable to the workers' compensation policy.
d. "The workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of Williamson County."

8.1.4 Workers' Compensation Insurance Coverage:

In the event that Contractor employs any individual to perform any portion of the Work, Contractor shall comply with Texas Labor Code, §406.096, which requires workers' compensation insurance coverage for all employees providing services on a building or construction project for a governmental entity.

a. Definitions:

(1) Certificate of Coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the Duration of the Work.

(2) Duration of the Work - includes the time from the beginning of the Work until the Work has been completed and accepted by the Owner.

(3) Coverage – Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).

(4) Persons providing services relating to the Work ("subcontractor") - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform the Work, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services in relation to the Work. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the Work, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

b. The Contractor shall provide Coverage, based on proper reporting of classification codes and payroll amounts and filing of any Coverage agreements, which meets the statutory requirements of Texas labor Code, §401.011(44) for all employees of the Contractor providing services in relation to the Work, for the Duration of the Work.

c. The Contractor must provide a Certificate of Coverage to the Owner prior to or contemporaneously with the execution of this Agreement.

d. If the Coverage period shown on the Contractor's current Certificate of Coverage ends during the Duration of the Work, the Contractor must, prior to the end of the Coverage period, file a new Certificate of Coverage with the Owner showing that Coverage has been extended.

e. The Contractor shall obtain from each person providing services in relation to the Work, and provide to the Owner:

(1) a Certificate of Coverage, prior to that person beginning any of the Work, so the Owner will have on file Certificates of Coverage showing Coverage for all persons providing services in relation to the Work; and

(2) no later than seven days after receipt by the Contractor, a new Certificate of Coverage showing extension of Coverage, if the Coverage period shown on the current Certificate of Coverage ends during the Duration of the Work.

f. The Contractor shall retain all required Certificates of Coverage for the Duration of the Work and for one year thereafter.

g. The Contractor shall notify the Owner in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of Coverage of any person providing services in relation to the Work.

h. The Contractor shall post on the Work site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services in relation to the Work that they are required to be covered, and stating how a person may verify Coverage and report lack of Coverage.

i. By signing this Agreement or providing or causing to be provided a Certificate of Coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services in relation to the Work and all persons providing services in relation to the Work will be covered by workers' compensation coverage for the Duration of the Work, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

j. The Contractor's failure to comply with any of these provisions is a breach of Agreement by the Contractor which entitles the Owner to declare the Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

8.1.5 The furnishing of the above listed insurance coverage must be tendered prior to execution of the Agreement, and in no event later than ten (10) calendar days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.

8.1.6 The Contractor shall not cause or allow any of its required insurance to be canceled, nor permit any insurance to lapse during the term of the Agreement or as required in the Agreement. If the Contractor fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

8.1.7 The Owner reserves the right to review the insurance requirements set forth in this Article during the effective period of the Agreement and to make reasonable adjustments to the insurance coverage and their limits when deemed necessary and prudent by the Owner based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.

8.1.8 The Owner shall be entitled, upon request, and without expense, to receive complete copies of the policies with all endorsements and may make any reasonable requests for deletion, or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon the Parties or the underwriter of any of such polices. Damages caused by the Contractor and not covered by insurance shall be paid by the Contractor.

8.1.9 Contractor shall be responsible for payment of premiums for all of the insurance coverages required under this Agreement. Contractor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Contractor is responsible hereunder, Contractor shall be solely responsible for all deductibles and self-insured retentions. **Any deductibles or self-insured retentions over $50,000 in the Contractor's insurance must be declared and approved in writing by Owner in advance.**

8.1.10 The Contractor shall contractually require each person or entity with whom it contracts to provide services in relation to the Work, to comply with each and every insurance requirement that Contractor must comply with hereunder. More specifically, each person or entity with whom Contractor contracts to provide services on the in relation to the Work must comply with each insurance requirement under this Article 8 just as if such person or entity was the Contractor. Thus, every reference to Contractor under each insurance requirement of this Article 8 shall mean and include each person or entity with whom Contractor contracts to provide services in relation to the Work. If any such person or entity with whom Contractor contracts to provide services in relation to the Work fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

8.2 INDEMNITY.

8.2.1 INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE CONTRACTOR SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF OWNER'S CHOOSING), AND HOLD HARMLESS OWNER, AND OWNER'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE CONTRACTOR, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. CONTRACTOR HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

8.2.2 INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF OWNER'S CHOOSING), AND HOLD HARMLESS OWNER, AND OWNER'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF CONTRACTOR OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

8.3 Except for the obligation of Owner to pay Contractor the Contract Price pursuant to the terms of this Agreement, and to perform certain other obligations pursuant to the terms and conditions explicitly set forth herein, Owner shall have no liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement. Notwithstanding any obligation or liability of Owner to Contractor, no present or future partner or affiliate of Owner or any agent, officer, director, or employee of Owner, Williamson County, or of the various departments comprising Williamson County, or anyone claiming under Owner has or shall have any personal liability to Contractor or to anyone claming through or under Contractor by reason of the execution or performance of this Agreement.

ARTICLE 9 BONDS

9.1 Performance Bond. Upon execution of this Agreement, Contractor shall provide a Performance Bond in the amount of 100% of the Contract Price. The surety for a Performance Bond shall meet the requirements of Texas law.

9.2 Payment Bond. Upon execution of this Agreement, Contractor shall provide a Payment Bond in the amount of 100% of the Contract Price, as security for the true and faithful payment in full of all subcontractors and persons performing labor, services, materials, machinery, and fixtures in connection with the Work. The surety for a Payment Bond shall meet the requirements of Texas law.

9.3 Warranty Bond. Upon execution of this Agreement, Contractor shall provide a Warranty Bond in the amount of 20% of the Contract Price, as security for the true and faithful performance of all warranties set forth in Bid Documents and this Agreement.

ARTICLE 10 TERMINATION

10.1 Termination for Cause. If either party commits an Event of Breach (a breach of any of the covenants, terms and/or conditions of this Agreement), the non-breaching party shall deliver written notice of such Event of Breach to the breaching party. Such notice must specify the nature of the Event of Breach and inform the breaching party that unless the Event of Breach is cured within three (3) business days of receipt of the notice, additional steps may be taken to terminate this Agreement. If the breaching party begins a good faith attempt to cure the Event of Breach within three (3) business days, then and in that instance, the three (3) business day period may be extended by the non-breaching party, so long as the breaching party continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the Event of Breach. If, in the opinion of the non-breaching party, the breaching party does not cure the breach within three (3) business days or otherwise fails to make any diligent attempt to correct the Event of Breach, the breaching party shall be deemed to be in breach and the non-breaching party may, in addition to seeking the remedies available hereunder and under the law, terminate this Agreement.

10.2 Termination for Convenience. The Owner may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to Contractor. In the event of such termination, it is understood and agreed that only the amounts due to Contractor for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Owner's termination of this Agreement for convenience.

ARTICLE 11 MISCELLANEOUS PROVISIONS

11.1 Interest and Late Payments. Except as otherwise specifically set forth herein, Owner's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Interest charges for any overdue payments shall be paid by Owner in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Owner's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

In the event that an error appears in an invoice/application for payment submitted by Contractor, Owner shall notify Contractor of the error not later than the twenty first (21st) day after the date Owner receives the invoice/application for payment. If the error is resolved in favor of Contractor, Contractor shall be entitled to receive interest on the unpaid balance of the invoice/application for payment submitted by Contractor beginning on the date that the payment for the invoice/application for payment became overdue. If the error is resolved in favor of the Owner, Contractor shall submit a corrected invoice/application for payment that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by Chapter 2251 of the Texas Government Code if the corrected invoice/application for payment is not paid by the appropriate date.

11.2 Assignment; Successors and Assigns. This Agreement is a personal service contract for the services of Contractor, and Contractor's interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.

11.3 Captions. The captions of paragraphs in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

11.4 Governing Law and Venue. This Agreement and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without reference to its conflicts of law provisions. Williamson County where the Work site is located shall be the sole place of venue for any legal action arising from or related to this Agreement or the project in which the Owner is a party.

11.5 Waivers. No delay or omission by either party in exercising any right or power arising from non-compliance or failure of performance by the other party with any of the provisions of this Agreement shall impair or constitute a waiver of any such right or power. A waiver by either party of any covenant or condition of this Agreement shall not be construed as a waiver of any subsequent breach of that or of any other covenant or condition of the Agreement.

11.6 Interpretation. In the event of any dispute over the meaning or application of any provision of the Contract Documents, the Contract Documents shall be interpreted fairly and reasonably, and neither more strongly for or against any party, regardless of the actual drafter of the Contract Documents.

11.7 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

11.8 Appointment. Owner hereby expressly reserves the right from time to time to designate by notice to Contractor a representative(s) to act partially or wholly for Owner in connection with the performance of Owner's obligations. Contractor shall act only upon instructions from the designated representative(s) unless otherwise specifically notified to the contrary.

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

11.10 Severability. Should any term or provision of this Agreement be held invalid or unenforceable in any respect, the remaining terms and provisions shall not be affected and this Agreement shall be construed as if the invalid or unenforceable term or provision had never been included.

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

11.12 Current Revenues. Under Texas law, a contract with a governmental entity that contains a claim against future revenues is void; therefore, each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

11.13 Compliance with Laws. Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, Contractor shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

11.14 Sales and Use Tax Exemption. Owner is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. § 151.309, as amended.

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

11.16 Force Majeure. If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance of this Agreement. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

11.17 Equal Opportunity in Employment. The parties to this Agreement agree that during the performance of the services under this Agreement they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The parties to this Agreement will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.

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

11.19 Relationship of the Parties. Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

11.20 Appropriation of Funds by Owner. Owner believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. Contractor understands and agrees that the Owner's payment of amounts under this Agreement is contingent on the Owner receiving appropriations or other expenditure authority sufficient to allow the Owner, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement.

11.21 Execution in Counterparts. This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which together shall constitute one and the same document.

11.22 Entire Agreement. This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE OWNER HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

BY SIGNING BELOW, the Parties have executed and bound themselves to this Agreement to be effective as of the date of the last party's execution hereof (Effective Date).

OWNER:

WILLIAMSON COUNTY, TEXAS,
a political subdivision of the state of Texas

By: _____

Printed Name: _____

Title: _____

Date: _____

CONTRACTOR:

By: _____

Printed Name: _____

Title: _____

Date: _____

Party Representatives

Owner's Designated Representative ("ODR"):

_____
_____
_____
_____
Phone _____
Fax _____

Contractor's Designated Representative:

_____
_____
_____
_____
Phone _____
Fax _____

BID AFFIDAVIT

This form must be completed, signed, notarized and returned with Bid package

The undersigned certifies that the IFB and the Bidder's Bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all goods and/or services upon which prices are extended at the price Bid, and upon the conditions contained in the IFB.

I hereby certify that the foregoing Bid has not been prepared in collusion with any other Bidder or other person or persons engaged in the same line of business prior to the official opening of this Bid. Further, I certify that the Bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities Bid on, or to influence any person or persons to submit a Bid or not to submit a Bid thereon."

Name of Bidder:	
Address of Bidder:	
Email:	
Telephone:	
Printed Name of Person Submitting Affidavit:	
Signature of Person Submitting Affidavit:	

Cooperative Purchasing Program

Check one of the following options below. A non-affirmative Bid will in no way have a negative impact on the County's evaluation of the Bid.

☐	I will offer the quoted prices to all authorized entities during the term of the County's Contract.
☐	I will not offer the quoted prices to all authorized entities.

If no box is checked, the 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 BIDSYNC ELECTRONICALLY.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

Form CIQ

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person doing business with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.**

4 **Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.**

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

Form CIQ
Page 2

5 **Name of local government officer with whom filer has affiliation or business relationship.**
(Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each affiliation or business relationship.

6. Describe any other affiliation or business relationship that might cause conflict of interest:

7

Signature of person doing business with the governmental entity	Date

Signature not required if completing in BIDSYNC electronically.

Bidder References

List the last (3) companies or governmental agencies, where the same or similar goods and/or services as contained in this IFB package, were recently provided by Bidder.

Reference 1

Client Name: Location:

Contact Name: Title:

Phone: E-mail

Contract Date To: Contract Date From: Contract Value: $

Scope of Work:

Reference 2

Client Name: Location:

Contact Name: Title:

Phone: E-mail

Contract Date To: Contract Date From: Contract Value: $

Scope of Work:

Reference 3

Client Name: Location:

Contact Name: Title:

Phone: E-mail

Contract Date To: Contract Date From: Contract Value: $

Scope of Work:

Question and Answers for Bid #1705-165 - Ronald Reagan Blvd from RM 2338 to SH 195 - Milling and Overlay

Overall Bid Questions
There are no questions associated with this bid.

Commissioners Court - Regular Session **31.**

Meeting Date: 06/13/2017

Awarding IFB 1704-157 Milling & Overlay RR Blvd

Submitted For: Randy Barker **Submitted By:** Thomas Skiles, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on awarding IFB 1704-157, Milling and Overlay for Ronald Reagan Blvd from FM 3405 to RM 2338, to the lowest and best bidder Angel Brothers Enterprises, Ltd., and authorizing the County Judge to execute agreement.

Background

After thorough evaluation of the bids received, Road & Bridge is recommending Angel Brothers Enterprises as the lowest and best bidder for the amount of $1,175,169.94, with a final completion period of 40 days. This bid is within the estimated budget.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Award Letter

Tabulation

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Thomas Skiles	06/08/2017 10:49 AM
County Judge Exec Asst.	Wendy Coco	06/08/2017 11:33 AM
Form Started By: Thomas Skiles		Started On: 06/07/2017 08:06 AM
Final Approval Date: 06/08/2017		

Agreement for Construction Services

This Agreement ("Agreement") between Williamson County, Texas, a political subdivision of the State of Texas ("Owner") and Angel Brothers Enterprises, Ltd. ("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 Invitation for Bid Solicitation #1704-157, Milling and Overlay for Ronald Reagan Blvd from FM 3405 to RM 2338; 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 One Million One Hundred Seventy Five Thousand One Hundred Sixty Nine Dollars & Ninety Four Cents ($1,175,169.94) 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 Invitation for Bid Solicitation #1704-157, including the specifications set forth therein, which is incorporated herein as if copied in full.

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

ARTICLE 4 SUBSTANTIAL AND FINAL COMPLETION:

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

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

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

DATE FOR SUBSTANTIAL COMPLETION: TBD

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

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

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

ARTICLE 5 PAYMENT:

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

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

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

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

ARTICLE 6 CONTRACTOR'S GENERAL RESPONSIBILITIES AND COVENANTS:

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

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

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

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

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

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

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

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

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

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

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

COMMISSIONING AND WARRANTY RESPONSIBILITIES

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

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

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

ARTICLE 7 OWNER'S RESPONSIBILITIES

7.1 The Owner shall:

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

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

ARTICLE 8 INSURANCE AND INDEMNITY

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

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

Type of Coverage	Limits of Liability
a. Worker's Compensation	Statutory
b. Employer's Liability	
Bodily Injury by Accident	$500,000 Ea. Accident
Bodily Injury by Disease	$500,000 Ea. Employee
Bodily Injury by Disease	$500,000 Policy Limit

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

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability (*including premises, completed operations and contractual*)	$ 1,000,000	$ 1,000,000
Aggregate policy limits:		$1,000,000

d. Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury (including death)	$1,000,000	$1,000,000
Property damage	$1,000,000	$1,000,000
Aggregate policy limits	No aggregate limit	

e. Builder's Risk Insurance (*all risks*)

An all risks policy shall be in the amount equal at all times to 100% of the Contract Sum. The policy shall include coverage for loss or damage caused by certified acts of terrorism as defined in the Terrorism Risk Insurance Act. The policy shall be issued in the name of the Contractor and shall name his Subcontractors as additional insureds. The Owner shall be named as a loss payee on the policy. The builders risk policy shall have endorsements as follow:

1. This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises. If off-site storage is permitted, coverage shall include transit and storage in an amount sufficient to protect property being transported or stored.

2. For renovation projects and or portions of work contained within an existing structure, the Owner waives subrogation for damage by fire to existing building structure(s), if the Builder's Risk Policy has been endorsed to include coverage for existing building structure(s) in the amount described in the Special Conditions. However, Contractor shall not be required to obtain such an endorsement unless specifically required by the Special Conditions., in this Agreement. The aforementioned waiver of subrogation shall not be effective unless such endorsement is obtained.

f. Umbrella coverage in the amount of not less than $1,000,000.

8.1.2 The above insurance requirements are not intended to be compounded with the Contractor's standing insurance policies. If the Contractor already has in force insurance policies which provide the required coverage, there is no need to purchase duplicate coverage for this Work.

8.1.3 Policies must include the following clauses, as applicable.

a. "This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice, or ten (10) days for non-payment of premium, has been given to Williamson County."
b. "It is agreed that the Contractor's insurance shall be deemed primary with respect to any insurance or self insurance carried by Williamson County for liability arising out of operations under the Agreement with Williamson County."
c. "Williamson County, it officials, directors, employees, representatives, and volunteers are added as additional insured as respects operations and activities of, or on behalf of the named insured performed under Agreement with the Owner." This is not applicable to the workers' compensation policy.
d. "The workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of Williamson County."

8.1.4 Workers' Compensation Insurance Coverage:

In the event that Contractor employs any individual to perform any portion of the Work, Contractor shall comply with Texas Labor Code, §406.096, which requires workers' compensation insurance coverage for all employees providing services on a building or construction project for a governmental entity.

a. Definitions:

(1) Certificate of Coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the Duration of the Work.

(2) Duration of the Work - includes the time from the beginning of the Work until the Work has been completed and accepted by the Owner.

(3) Coverage – Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).

(4) Persons providing services relating to the Work ("subcontractor") - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform the Work, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services in relation to the Work. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the Work, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

b. The Contractor shall provide Coverage, based on proper reporting of classification codes and payroll amounts and filing of any Coverage agreements, which meets the statutory requirements of Texas labor Code, §401.011(44) for all employees of the Contractor providing services in relation to the Work, for the Duration of the Work.

c. The Contractor must provide a Certificate of Coverage to the Owner prior to or contemporaneously with the execution of this Agreement.

d. If the Coverage period shown on the Contractor's current Certificate of Coverage ends during the Duration of the Work, the Contractor must, prior to the end of the Coverage period, file a new Certificate of Coverage with the Owner showing that Coverage has been extended.

e. The Contractor shall obtain from each person providing services in relation to the Work, and provide to the Owner:

(1) a Certificate of Coverage, prior to that person beginning any of the Work, so the Owner will have on file Certificates of Coverage showing Coverage for all persons providing services in relation to the Work; and

(2) no later than seven days after receipt by the Contractor, a new Certificate of Coverage showing extension of Coverage, if the Coverage period shown on the current Certificate of Coverage ends during the Duration of the Work.

f. The Contractor shall retain all required Certificates of Coverage for the Duration of the Work and for one year thereafter.

g. The Contractor shall notify the Owner in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of Coverage of any person providing services in relation to the Work.

h. The Contractor shall post on the Work site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services in relation to the Work that they are required to be covered, and stating how a person may verify Coverage and report lack of Coverage.

i. By signing this Agreement or providing or causing to be provided a Certificate of Coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services in relation to the Work and all persons providing services in relation to the Work will be covered by workers' compensation coverage for the Duration of the Work, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

j. The Contractor's failure to comply with any of these provisions is a breach of Agreement by the Contractor which entitles the Owner to declare the Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

8.1.5 The furnishing of the above listed insurance coverage must be tendered prior to execution of the Agreement, and in no event later than ten (10) calendar days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.

8.1.6 The Contractor shall not cause or allow any of its required insurance to be canceled, nor permit any insurance to lapse during the term of the Agreement or as required in the Agreement. If the Contractor fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

8.1.7 The Owner reserves the right to review the insurance requirements set forth in this Article during the effective period of the Agreement and to make reasonable adjustments to the insurance coverage and their limits when deemed necessary and prudent by the Owner based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.

8.1.8 The Owner shall be entitled, upon request, and without expense, to receive complete copies of the policies with all endorsements and may make any reasonable requests for deletion, or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon the Parties or the underwriter of any of such polices. Damages caused by the Contractor and not covered by insurance shall be paid by the Contractor.

8.1.9 Contractor shall be responsible for payment of premiums for all of the insurance coverages required under this Agreement. Contractor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Contractor is responsible hereunder, Contractor shall be solely responsible for all deductibles and self-insured retentions. **Any deductibles or self-insured retentions over $50,000 in the Contractor's insurance must be declared and approved in writing by Owner in advance.**

8.1.10 The Contractor shall contractually require each person or entity with whom it contracts to provide services in relation to the Work, to comply with each and every insurance requirement that Contractor must comply with hereunder. More specifically, each person or entity with whom Contractor contracts to provide services on the in relation to the Work must comply with each insurance requirement under this Article 8 just as if such person or entity was the Contractor. Thus, every reference to Contractor under each insurance requirement of this Article 8 shall mean and include each person or entity with whom Contractor contracts to provide services in relation to the Work. If any such person or entity with whom Contractor contracts to provide services in relation to the Work fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

8.2 INDEMNITY.

8.2.1 INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE CONTRACTOR SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF OWNER'S CHOOSING), AND HOLD HARMLESS OWNER, AND OWNER'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE CONTRACTOR, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. CONTRACTOR HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

8.2.2 INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF OWNER'S CHOOSING), AND HOLD HARMLESS OWNER, AND OWNER'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF CONTRACTOR OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

8.3 Except for the obligation of Owner to pay Contractor the Contract Price pursuant to the terms of this Agreement, and to perform certain other obligations pursuant to the terms and conditions explicitly set forth herein, Owner shall have no liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement. Notwithstanding any obligation or liability of Owner to Contractor, no present or future partner or affiliate of Owner or any agent, officer, director, or employee of Owner, Williamson County, or of the various departments comprising Williamson County, or anyone claiming under Owner has or shall have any personal liability to Contractor or to anyone claming through or under Contractor by reason of the execution or performance of this Agreement.

ARTICLE 9 BONDS

9.1 Performance Bond. Upon execution of this Agreement, Contractor shall provide a Performance Bond in the amount of 100% of the Contract Price. The surety for a Performance Bond shall meet the requirements of Texas law.

9.2 Payment Bond. Upon execution of this Agreement, Contractor shall provide a Payment Bond in the amount of 100% of the Contract Price, as security for the true and faithful payment in full of all subcontractors and persons performing labor, services, materials, machinery, and fixtures in connection with the Work. The surety for a Payment Bond shall meet the requirements of Texas law.

9.3 Warranty Bond. Upon execution of this Agreement, Contractor shall provide a Warranty Bond in the amount of 20% of the Contract Price, as security for the true and faithful performance of all warranties set forth in Bid Documents and this Agreement.

ARTICLE 10 TERMINATION

10.1 Termination for Cause. If either party commits an Event of Breach (a breach of any of the covenants, terms and/or conditions of this Agreement), the non-breaching party shall deliver written notice of such Event of Breach to the breaching party. Such notice must specify the nature of the Event of Breach and inform the breaching party that unless the Event of Breach is cured within three (3) business days of receipt of the notice, additional steps may be taken to terminate this Agreement. If the breaching party begins a good faith attempt to cure the Event of Breach within three (3) business days, then and in that instance, the three (3) business day period may be extended by the non-breaching party, so long as the breaching party continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the Event of Breach. If, in the opinion of the non-breaching party, the breaching party does not cure the breach within three (3) business days or otherwise fails to make any diligent attempt to correct the Event of Breach, the breaching party shall be deemed to be in breach and the non-breaching party may, in addition to seeking the remedies available hereunder and under the law, terminate this Agreement.

10.2 Termination for Convenience. The Owner may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to Contractor. In the event of such termination, it is understood and agreed that only the amounts due to Contractor for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Owner's termination of this Agreement for convenience.

ARTICLE 11 MISCELLANEOUS PROVISIONS

11.1 Interest and Late Payments. Except as otherwise specifically set forth herein, Owner's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Interest charges for any overdue payments shall be paid by Owner in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Owner's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

In the event that an error appears in an invoice/application for payment submitted by Contractor, Owner shall notify Contractor of the error not later than the twenty first (21st) day after the date Owner receives the invoice/application for payment. If the error is resolved in favor of Contractor, Contractor shall be entitled to receive interest on the unpaid balance of the invoice/application for payment submitted by Contractor beginning on the date that the payment for the invoice/application for payment became overdue. If the error is resolved in favor of the Owner, Contractor shall submit a corrected invoice/application for payment that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by Chapter 2251 of the Texas Government Code if the corrected invoice/application for payment is not paid by the appropriate date.

11.2 Assignment; Successors and Assigns. This Agreement is a personal service contract for the services of Contractor, and Contractor's interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.

11.3 Captions. The captions of paragraphs in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

11.4 Governing Law and Venue. This Agreement and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without reference to its conflicts of law provisions. Williamson County where the Work site is located shall be the sole place of venue for any legal action arising from or related to this Agreement or the project in which the Owner is a party.

11.5 Waivers. No delay or omission by either party in exercising any right or power arising from non-compliance or failure of performance by the other party with any of the provisions of this Agreement shall impair or constitute a waiver of any such right or power. A waiver by either party of any covenant or condition of this Agreement shall not be construed as a waiver of any subsequent breach of that or of any other covenant or condition of the Agreement.

11.6 Interpretation. In the event of any dispute over the meaning or application of any provision of the Contract Documents, the Contract Documents shall be interpreted fairly and reasonably, and neither more strongly for or against any party, regardless of the actual drafter of the Contract Documents.

11.7 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

11.8 Appointment. Owner hereby expressly reserves the right from time to time to designate by notice to Contractor a representative(s) to act partially or wholly for Owner in connection with the performance of Owner's obligations. Contractor shall act only upon instructions from the designated representative(s) unless otherwise specifically notified to the contrary.

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

11.10 Severability. Should any term or provision of this Agreement be held invalid or unenforceable in any respect, the remaining terms and provisions shall not be affected and this Agreement shall be construed as if the invalid or unenforceable term or provision had never been included.

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

11.12 Current Revenues. Under Texas law, a contract with a governmental entity that contains a claim against future revenues is void; therefore, each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

11.13 Compliance with Laws. Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, Contractor shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

11.14 Sales and Use Tax Exemption. Owner is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. § 151.309, as amended.

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

11.16 Force Majeure. If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance of this Agreement. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

11.17 Equal Opportunity in Employment. The parties to this Agreement agree that during the performance of the services under this Agreement they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The parties to this Agreement will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.

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

11.19 Relationship of the Parties. Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

11.20 Appropriation of Funds by Owner. Owner believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. Contractor understands and agrees that the Owner's payment of amounts under this Agreement is contingent on the Owner receiving appropriations or other expenditure authority sufficient to allow the Owner, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement.

11.21 Execution in Counterparts. This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which together shall constitute one and the same document.

11.22 Entire Agreement. This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE OWNER HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

BY SIGNING BELOW, the Parties have executed and bound themselves to this Agreement to be effective as of the date of the last party's execution hereof (Effective Date).

OWNER:

WILLIAMSON COUNTY, TEXAS,
a political subdivision of the state of Texas

By: _____

Printed Name: _____

Title: _____

Date: _____

CONTRACTOR:

By: _____

Printed Name: _____

Title: _____

Date: _____

Party Representatives

Owner's Designated Representative ("ODR"):

_____
_____
_____
_____
Phone _____
Fax _____

Contractor's Designated Representative:

_____
_____
_____
_____
Phone _____
Fax _____

WILLIAMSON COUNTY
1848

June 1, 2017

Mr. Randy Barker
Purchasing Agent
Williamson County Purchasing Department
901 S. Austin Ave.
Georgetown, Texas 78626

Subject: Recommendation for Ronald Reagan Blvd Overlay and Striping – 1704-157

After reviewing all of the pertinent information, it appears that Angel Brothers Enterprises, Ltd. submitted the overall lowest and best offer for the 1704-157 project bid, Ronald Reagan Blvd Overlay and Striping from FM 3405 to RM 2338.

I recommend to the Williamson County Commissioner's Court that they award Angel Brothers Enterprises, Ltd. the contract for the Ronald Reagan Blvd Overlay and Striping project from FM 3405 to RM 2338.

Please feel free to contact me if you have any questions or concerns.

Sincerely,

J. Terron Evertson

J. Terron Evertson, P.E.

WILLIAMSON COUNTY
BID TABULATION

MILLING & OVERLAY RR BLVD FM 3405 – RM 2338

May 17, 2017 3:00pm
BID NUMBER: IFB 1704-157

Williamson County Representatives Present:

NAME OF BIDDER	BID AMOUNT
1. Angel Brothers	$1,175,169.94
2. APAC	$1,333,328.94
3. Lone Star Paving	$1,304,690.15
4. Austin Materials	$1,422,162.14
5.	
6.	
7.	
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16.	
17.	
18.	
19.	
20.	

Commissioners Court - Regular Session **32.**

Meeting Date: 06/13/2017

Advertisment approval RFP 1705-167

Submitted By: Jayme Jasso, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing Purchasing agent to advertise and receive sealed proposals for Printing Services under RFP 1705-167.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Printing bid packet

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	06/08/2017 09:10 AM
Form Started By: Jayme Jasso		Started On: 06/08/2017 08:47 AM
Final Approval Date: 06/08/2017		

Solicitation 1705-167

Printing Services

Bid Designation: Public

Williamson County, Texas

Bid 1705-167
Printing Services

Bid Number	1705-167
Bid Title	Printing Services
Bid Start Date	In Held
Bid End Date	Jul 12, 2017 3:00:00 PM CDT
Question & Answer End Date	Jul 7, 2017 5:00:00 PM CDT
Bid Contact	Jayme Jasso Purchasing Specialist III 512-**943**-1492 jayme.jasso@wilco.org
Bid Contact	Blake Skiles Purchasing Specialist III 512-**943**-1478 blake.skiles@wilco.org
Contract Duration	**1 year**
Contract Renewal	2 annual renewals
Prices Good for	**1 year**
Pre-Bid Conference	**Jun 22, 2017 10:00:00 AM CDT** **Attendance is mandatory** **Location: 901 S. Austin Ave.** **Georgetown, TX 78626**
Bid Comments	**WILLIAMSON COUNTY IS REQUESTING PROPOSALS FOR A FIRM FIXED PRICE ANNUAL CONTRACT FOR THE PURCHASE OF PRINTED MATERIALS.**

Item Response Form

Item	**1705-167--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 1705-167
Printing Services

PROPOSALS MUST BE RECEIVED ON OR BEFORE:
Jul 12, 2017 3:00:00 PM CDT

PROPOSAL WILL BE PUBLICLY OPENED:
Jul 12, 2017 3:00:00 PM CDT

Notice is hereby given that sealed Proposals for the above-mentioned goods and/or services will be accepted by the Williamson County Purchasing Department. Williamson County uses BidSync to distribute and receive proposals. Specifications for this RFP may be obtained by registering at www.bidsync.com.

Williamson County prefers and requests electronic submittal of this Proposal.

All electronic proposal must be submitted via: www.bidsync.com

Electronic proposals are requested, however paper proposals will currently still be received, until further notice and may be mailed or delivered to the address listed below.

Respondents are strongly encouraged to carefully read this entire RFP.

All interested Respondents are invited to submit a Proposal in accordance with the Instructions and General Requirements, Proposal Format, Proposal Specifications, and Definitions, Terms and Conditions stated in this RFP.

Please note that a complete package must be submitted choosing one of the above two methods. Split packages submitted will be considered "unresponsive" and will not be accepted or evaluated.

Williamson County will not accept any Proposals received after the submittal deadline, and shall return such Proposals unopened to the Respondent.

General Information:

- If mailed or delivered in person, Proposal and Proposal addenda are to be delivered in sealed envelope on or before the submittal deadline, as noted in the Public Announcement and General Information listed above for this RFP, to:

  Williamson County Purchasing Department
  Attn: **PROPOSAL NAME AND NUMBER**
  901 South Austin Avenue
  Georgetown, Texas 78626

  - Respondents should list the Proposal Number, Proposal Name, Name and Address of Respondent, and the Date of the Proposal opening on the outside of the box or envelope and note "Sealed Proposal Enclosed."
  - Respondent should submit one (1) original.
  - Williamson County will NOT be responsible for unmarked or improperly marked envelopes.
  - Williamson County will not accept any responsibility for Proposals being delivered by third party carriers.
  - Facsimile transmittals will NOT be accepted.

- Proposals will be opened publicly in a manner; however, to avoid public disclosure of contents, only the names of Respondents will be read aloud.

- All submitted questions with their answers will be posted and updated on www.bidsync.com.

- It is the Respondent's responsibility to review all documents in BidSync, including any Addenda that may have been added after the document packet was originally released and posted.

  - Any Addenda and/or other information relevant to the RFP will be posted on www.bidsync.com.

  - The Williamson County Purchasing Department takes no responsibility to ensure any interested Respondent has obtained any outstanding addenda or additional information.

Williamson County – Request for Proposal (RFP)

SECTION 1 - DEFINITIONS

Addendum/Addenda – means any written or graphic instruments issued by the County prior to the consideration of Proposals which modify or interpret the Proposal Documents by additions, deletions, clarifications, or corrections.

Agreement/Ensuing Agreement(s) – means the Successful Respondent may be required by the County to sign an additional Agreement containing terms necessary to ensure compliance with the RFP and the Respondent's Proposal. Such Ensuing Agreement(s) shall contain the Proposal specifications, terms and conditions that are derived from the RFP.

Contract – means this RFP and the Proposal of the Successful Respondent shall become a Contract between the Successful Respondent and the County once the Successful Respondent's Proposal is properly accepted by the Williamson County Commissioners Court (sometimes referred to herein as the Commissioner's Court").

Commissioner's Court – means the Williamson County Commissioners Court.

County – means Williamson County, a political subdivision of the State of Texas.

Executive Summary – means the document submitted by Respondent that represents a concise summary of the contents of the Proposal. It does not include any information concerning costs.

Proposal Documents – means the Legal Notice, RFP including attachments, and any Addenda issued by the County prior to the consideration of any Proposals.

Proposal – means the complete, properly signed document, and ALL required forms and documentation listed in the proposal package which have been submitted in accordance with this RFP package. A Proposal submitted in accordance with this RFP is irrevocable during the specified time period for evaluation and acceptance of Proposals, unless a waiver is obtained from the Williamson County Purchasing Agent.

Respondent – means a person or entity who submits a Proposal in response to this RFP.

Request for Proposals (RFP) – means this document, together with the attachments thereto and any future Addenda issued by the County.

Successful Respondent– means the responsible Respondent who, in the County's sole opinion, submits the Proposal which is in the best interest of the County, taking into account factors identified

herein, and to whom the County intends to award the Contract.

SECTION 2 - RESPONSE FORMAT AND SUBMISSION

2.1 INTRODUCTION

Each Proposal submitted in response to this RFP should clearly reference the numbered sections of this RFP that require a response. Failure to arrange the Proposal as requested may result in the disqualification of the Proposal.

Though there is not a page limit for Proposals, to save natural resources including paper, and to allow the County staff to efficiently evaluate all submitted Proposals, the County requests that Proposals be orderly, concise, but comprehensive in providing the requested information. Conciseness and clarity of content are emphasized and encouraged. If mailed or delivered in person, please limit additional, non requested information.

Please provide your Proposal response using:

A. 8 ½" x 11" pages, inclusive of any cover letter or supporting materials.

B. The least amount of plastic/laminate or other non-recyclable binding materials.

C. Single-sided printing.

Vague and general Proposals will be considered non-responsive, and may, at the County's sole discretion, result in disqualification. Proposals must be legible and complete. Failure to provide the required information may result in the disqualification of the Proposal. All pages of the Proposal should be numbered and the Proposal should contain an organized, paginated table of contents corresponding to the sections and pages of the Proposal.

2.2 ORGANIZATION OF PROPOSAL CONTENTS AND TABLE OF CONTENTS

Each Proposal should be submitted with a table of contents that clearly identifies and denotes the location of all enclosures of the Proposal. The table of contents should follow the RFP's structure as much as is practical.

Each Proposal should be organized in the manner described below:

A. Transmittal Letter. Please see Section 2.3, Transmittal Letter, for more information.

B. Table of Contents.

C. Executive Summary. Please see Section 2.4, Executive Summary.

D. Proposal Response to Criteria. (Please see the sections in this RFP package that list the Specifications & Cost Proposal, Experience and Qualifications, References, and Implementation Strategy to respond to our criteria in a clear and concise manner)

E. Price Sheet.

F. References: Identification of three (3) references within the last four (4) years, for which the Respondent is providing, or has provided, the goods and/or services (public sector) of the type requested in this RFP. Include the name, position/title, and telephone number of a contact person at each entity.

G. Conflict of Interest Questionnaire.

H. Proposal Affidavit (Signature Page).

I. Attach your entities sample Contract, if applicable, for the County's review and consideration. This should include any additional terms or conditions. The County is not required to use the sample Contract submitted.

2.3 TRANSMITTAL LETTER

The Respondent should submit a Transmittal Letter that provides the following information:

A. Name and address of individual or business entity submitting the Proposal.

B. Respondent's type of business entity (i.e., Corporation, General Partnership, Limited Partnership, LLC, etc.). See Section 3.5, Signature of Respondent, for more information.

C. Place of incorporation or organization, if applicable.

D. Name and location of major offices and other facilities that relate to the Respondent performance under the terms of this RFP.

E. Name, physical address, email address, business and fax number of the Respondent's principal contact person regarding all contractual matters relating to this RFP.

F. The Respondent's Federal Employer Identification Number.

G. A commitment by the Respondent to provide the services required by the County;

H. A statement that the Proposal is valid for the time specified on page three (3), under the section named *Prices Good for*, of this Proposal packet. Any Proposal containing a term of less than the required amount, may at the County's sole discretion, be rejected as non-responsive.

I. If the Proposal being submitted will have an effect on air quality for the County (as it relates to any state, federal, or voluntary air quality standard), then the Respondent is encouraged to provide information in narrative indicating the anticipated air quality impact. See Section 4.40, Air Quality for more information.

The Transmittal Letter should be signed by a person legally authorized to bind the Respondent to its representations in the Transmittal Letter and the Proposal. In the case of a joint Proposal, each party must sign the Transmittal Letter.

2.4 EXECUTIVE SUMMARY

The Respondent should provide an Executive Summary of its Proposal that asserts that the Respondent is providing in its response all of the requirements of this RFP. The Executive Summary should not include any information concerning the cost of the Proposal, but instead must represent a full and concise summary of the contents of the Proposal. It is recommended the Executive Summary include the following information:

A. Identify any goods and/or services that are provided beyond those specifically requested. If the Respondent is providing services and/or goods that do not meet the specific requirements of this RFP, but in the opinion of the Respondent are equivalent or superior to those specifically requested, any such differences should be noted in the Executive Summary. However, the Respondent must realize that failure to provide the goods and/or services specifically required, at the County's sole discretion, may result in disqualification of the Proposal.

B. Indicate why the Respondent believes that it is the most qualified Respondent to provide the services described in this RFP. The Successful Respondent must demonstrate extensive experience and understanding of the intent of this project. The Respondent should describe in detail the current and historical experience the Respondent and its subcontractors have that would be relevant to completing the project. References must contain the name of key personnel and telephone numbers for each contact, as described in Section 3.14, References.

C. Briefly state why the Respondent believes its proposed goods and/or services best meet the County's needs and RFP requirements, and the Respondent also should concisely describe any additional features, aspects, or advantages of its goods and/or services in any relevant area not covered elsewhere in its Proposal.

2.5 CONFLICT OF INTEREST

No public official shall have interest in a contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code, Title 5, Subtitle C, Chapter 171, as amended.

As of January 1, 2006, all Respondents are responsible for complying with Local Government Code, Title 5, Subtitle C, Chapter 176. Additional information may be obtained from the County's website at the following link:

http://www.wilco.org/CountyDepartments/Purchasing/ConflictofInterestDisclosure/tabid/689/language/en-US/Default.aspx

Each Respondent must disclose any existing or potential conflict of interest relative to the performance of the requirements of this RFP. **Examples of potential conflicts of interest may include an existing business or personal relationship between the Respondent, its principal, or any affiliate or subcontractor with the County or any other entity or person involved in any way with the project that is subject to this RFP**. Similarly, any personal or business relationship between the Respondent, the principals, or any affiliate or subcontractor with any employee, or official of the County or its suppliers must be disclosed. Any such relationship that might be perceived or represented as a conflict must be disclosed. Failure to disclose any such relationship or reveal personal relationships with the County employees or officials may be cause for termination.

The County will decide if an actual or perceived conflict should result in Proposal disqualification.

By submitting a Proposal in response to this RFP, all Respondents affirm they have not given, nor intend to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a the County public servant or any employee, official or representative of same, in connection with this procurement.

Each Respondent must provide a Conflict of Interest Statement with their Proposal Package. Package may be deemed incomplete without this form.

2.6 CERTIFICATE OF INTERESTED PARTIES – FORM 1295

As of January 1, 2016, all Respondents are responsible for complying with the Texas Government Code, Section 2252.908. The law states that the County may not enter into certain contracts with a Respondent unless the Respondent submits a disclosure of interested parties to the County at the time the Respondent submits the signed contract. The law applies only to a contract of the County on or after January 1, 2016 that either:

A. Requires an action or vote by the Commissioners Court before the contract may be signed (all contracts that fall under the jurisdiction of the Commissioners Court approval, such as contracts resulting from an Initiation for Bid (IFB), RFP, Request for Qualifications (RFQ), etc., excluding,

but not limited to, certain Juvenile Service contracts, contracts funded with Sheriff's seized fun monies, etc.); or

B. Has a value of at least $1,000,000.

By January 1, 2016, the Texas Ethics Commission will make available on its website, a new filing application that must be used to file Form 1295. Information regarding how to use the filing application is available on the Texas Ethics Commission website at the following link:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

A Respondent must:

A. Use the online application to process the required information on Form 1295.

B. Print a copy of the form which will contain a unique certification number.

C. An authorized agent of the Respondent must sign the printed copy of the form.

D. Have the form notarized.

E. File the completed Form 1295 and certification of filing (scanning and emailing form is sufficient) with Williamson County Purchasing Agent at the time the signed Contract is submitted for approval.

After the Commissioners Court award of the contract, the County shall notify the Texas Ethics Commission, using the Texas Ethics Commission's filing application, of the receipt of the filed Form 1295 and certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The Texas Ethics Commission will post the completed Form 1295 to its website within seven business days after receiving notice from the County.

2.7 PROPOSAL SUBMITTAL DEADLINE

The Proposal is due no later than the submittal date and time set forth in the Public Announcement and General Information listed in this RFP package. Contents of each Proposal shall be submitted in accordance with this RFP.

2.8 ETHICS

The Respondent shall not accept or offer gifts or anything of value, nor enter into any business arrangement with any employee, official or agent of the County.

2.9 DELIVERY OF PROPOSALS

The County uses BidSync to distribute and receive bids and Proposals. It is preferred that Proposals be submitted electronically through BidSync; however, Respondents can submit a hard copy.

Refer to www.bidsync.com for further information on how to submit electronically.

If mailed or delivered in person, Proposal and Proposal Addenda are to be delivered in sealed envelope on or before the submittal deadline, as noted in the Public Announcement and General Information listed in this RFP package, to:

Williamson County Purchasing Department

Attn: **Proposal Name and Number**
901 South Austin Avenue
Georgetown, Texas 78626

Also, all Respondents should list their Name and Address, and the Date of the Proposal opening on the outside of the box or envelope and note "Sealed Proposal Enclosed." Williamson County will not accept any Proposals after the submittal deadline, and shall return such Proposals unopened to the Respondent. The County will not accept any responsibility for Proposals being delivered by third party carriers.

Proposals will be opened publicly; however, in a manner to avoid public disclosure of contents, only names of Respondents will be read aloud: no pricing will be announced at the opening.

SECTION 3 - INSTRUCTIONS AND GENERAL REQUIREMENTS

3.1 INSTRUCTIONS

Read this document carefully, and follow all instructions and requirements. All Respondents are responsible for fulfilling all requirements and specifications. Be sure to have a clear understanding of this RFP.

General requirements apply to all advertised RFPs; however, these may be superseded, in whole or in part, by the proposal specifications, Addenda and modifications issued as a part of this RFP. Be sure your Proposal package is complete.

3.2 AMBIGUITY, CONFLICT, OR OTHER ERRORS IN THIS RFP

If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in this RFP, the Respondent shall immediately notify the County Purchasing Department of such error in writing and request modification or clarification of the document.

Modifications will be made by issuing Addenda. If the Respondent fails to notify the County prior to the date and time fixed for submission of Proposals of an error or ambiguity in the RFP known to the Respondent, or an error or ambiguity that reasonably should have been known to the Respondent, then the Respondent shall be deemed to have waived the error or ambiguity or its later resolution.

The County may also modify the RFP, no later than forty-eight (48) hours prior to the date and time fixed for submission of Proposals, by issuance of an Addendum. All Addenda will be numbered consecutively, beginning with one (1).

3.3 NOTIFICATION OF MOST CURRENT ADDRESS

All Respondents in receipt of this RFP shall notify the Williamson County Purchasing Department of any address changes, contact person changes, and/or telephone number changes no later than forty-eight (48) hours prior to the date and time fixed for submission of Proposals.

3.4 SIGNATURE OF RESPONDENT

A Transmittal Letter, which shall be considered an integral part of the Proposal as stated in Section 2.3, Transmittal Letter, shall be signed by an individual who is authorized to bind the Respondent contractually.

A. If the Respondent is a Corporation or Limited Liability Company, the legal name of the Corporation or Limited Liability Company shall be provided together with the signature of the officer or officers authorized to sign on behalf of such entity.

B. If the Respondent is a General Partnership, the true name of the firm shall be provided with the signature of each partner authorized to sign.

C. If the Respondent is a Limited Partnership, the name of the Limited Partner's General Partner shall be provided with the signature of the officer authorized to sign on behalf of the General Partner.

D. If the Respondent is a Sole Proprietor(s) (individual), each Sole Proprietor(s) shall sign.

E. If signature is by an agent, other than the Sole Proprietor(s) or an officer of a Corporation, Limited

Liability Company, General Partner or a member of a General Partnership, a power of attorney equivalent document must be submitted to the Williamson County Purchasing Department.

3.5 ASSUMED BUSINESS NAME

If the Respondent operates business under an Assumed Business Name, the Respondent must have file with the Williamson County Clerk a current Assumed Name Certificate and provide a file marked copy of same prior to contract award.

3.6 ECONOMY OF PRESENTATION

Proposals should not contain promotional or display materials, except as they may directly answer in whole or in part questions contained in the RFP. Such exhibits shall be clearly marked with the applicable reference number of the question in the RFP. Proposals must address the technical requirements as specified in the RFP. All questions posed by the RFP must be answered concisely and clearly. Proposals that do not address each criterion may be, at the sole discretion of the County, rejected and not considered.

3.7 PROPOSAL OBLIGATION

The contents of the RFP, Proposal, and any clarification thereof submitted by the Successful Respondent shall become part of the contractual obligation and incorporated by reference into the Contract and any Ensuing Agreement(s).

3.8 COMPLIANCE WITH RFP SPECIFICATIONS

It is intended that this RFP describe the requirements and the Proposal format in sufficient detail to secure comparable Proposal. Failure to comply with all provisions of the RFP may, at the sole discretion of the County, result in disqualification.

3.9 EVALUATION

The County reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFP process) that might affect the County's judgment as to the appropriateness of award to the best evaluated Respondent. This information may be appended to the Proposal evaluation process results. Information on a Respondent from reliable sources, and not within the Respondent Proposal, may also be noted and made part of the evaluation file. The County shall have sole discretion for determining the reliability of the source. The County reserves the right to conduct written and/or oral discussions/interviews after the Proposal opening. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award that is in the best interest of the County.

3.10 WITHDRAWAL OF PROPOSAL

The Respondent may withdraw its Proposal by submitting a written request with the company letterhead and the signature of an authorized individual, as described in Section 3.4, Signature of Respondent, to the Williamson County Purchasing Department any time prior to the submission deadline.

The Respondent may submit a new Proposal prior to the deadline. Alterations of the Proposal in any manner will not be considered if submitted after the deadline. Withdrawal of a Proposal after the deadline will be subject to written approval of the Williamson County Purchasing Agent.

3.11 RESPONSIBILITY

It is expected that a Respondent will be able to affirmatively demonstrate responsibility. A prospective Respondent should be able to meet the following requirements:

A. Have adequate financial resources, or the ability to obtain such resources as required;
B. Be able to comply with the required or proposed delivery schedule;
C. Have a satisfactory record of performance that can be determined thru references provided; and
D. Be otherwise qualified and eligible to receive an award.

The County may request representation and other information sufficient to determine the Respondent ability to meet these minimum standards listed above.

3.12 PURCHASE ORDERS

If required by the Williamson County Purchasing Department, a purchase order(s) may be generated to the Successful Respondent for goods and/or services. If a purchase order is issued, the purchase order number must appear on all itemized invoices and/or requests for payment.

3.13 SILENCE OF SPECIFICATIONS

The apparent silence of any RFP specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

3.14 REFERENCES

Respondents shall furnish a list of contracts where similar responsibilities and goods and/or services have been required and/or performed for the past five (5) years, to include names, titles, phone numbers and email addresses of reference contacts, contract numbers and dates of performance.

Also, Respondents shall include a list of any contracts that have been cancelled or terminated within the last five (5) years, along with an explanation of the cancellation and the names, email address and phone number of a reference person with that institution.

The County may contact some or all of the references in order to determine the Respondent performance record on work similar to that described in this RFP. The County reserves the right to contact references other than those provided in the response and to use the information gained from them in the evaluation process.

References should be provided in accordance with this RFP. Proposal may not be deemed complete without the inclusion of requested references.

SECTION 4 - TERMS AND CONDITIONS

4.1 VENUE AND GOVERNING LAW

The Respondent hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this RFP, the Contract and any Ensuing Agreement(s), shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this RFP, the Contract and any Ensuing Agreement(s) is governed by the laws of the United States, this RFP, the Contract and any Ensuing Agreement(s) shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

4.2 INCORPORATION BY REFERENCE AND PRECEDENCE

A. The Contract shall be derived from the RFP and its Addenda (if applicable), and the Respondent Proposal. In the event of a dispute under the Contract, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence:

   1. The RFP and its Addenda (if applicable); and

   2. The Respondent's Proposal.

B. In the event the County requires that an Ensuing Agreement be executed following award and a dispute arises between the terms and conditions of the Ensuing Agreement, the RFP and its Addenda (if applicable), and the Respondent's Proposal, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence:

   1. The terms and conditions of the Ensuing Agreement;

   2. The RFP and its Addenda; and

   3. The Respondent's Proposal.

4.3 OWNERSHIP OF PROPOSAL

Each Proposal shall become the property of the County upon submittal and will not be returned to Respondents unless received after the submittal deadline.

4.4 DISQUALIFICATION OF RESPONDENT

Upon signing and submittal of the Proposal, a Respondent offering to sell supplies, materials, services, or equipment to the County, certifies that the Respondent has not violated the antitrust laws of the State of Texas codified in Business & Commerce Code, Section 15.01, or the Federal Antitrust Laws, and has not communicated directly or indirectly the offer made to any competitor or any other person engaged such line of business. Any or all Proposals may be rejected if the County believes that collusion exists among the Respondents.

4.5 FUNDING

The County intends to budget and make sufficient funds available and authorize funds for expenditure to finance the costs of the Contract. All Respondents understand and agree that the County's payment of

amounts under the Contract shall be contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to make payments under this Contract.

4.6 ASSIGNMENT, SUCCESSORS AND ASSIGNS

The Successful Respondent may not assign, sell, or otherwise transfer the Contract or any other rights or interests obtained under the Contract without written permission of the Williamson County the Commissioners Court. The Contract and any Ensuing Agreement(s) shall be binding upon and inure to the benefit of the contracting parties hereto and their respective successors and permitted assigns.

4.7 IMPLIED REQUIREMENTS

Products or services not specifically described or required in the RFP, but are necessary to provide the functional capabilities described by the Respondent, shall be implied and deemed to be included in the Proposal.

4.8 TERMINATION

A. **Termination for Cause:** The County reserves the right to terminate the Contract and/or any Ensuing Agreement(s) for default if the Successful Respondent breaches any of the Proposal specifications, terms and conditions, including warranties of the Respondent, if any, or if the Successful Respondent becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies the County may have at law or equity or as may otherwise be provided hereunder. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all other requirements to the County's satisfaction, and/or to meet all other obligations and requirements.

B. **Termination for Convenience:** The County may terminate the Contract and/or any Ensuing Agreement(s) for convenience and without cause or further liability, upon no less than thirty (30) calendar days written notice to the Successful Respondent. The County reserves the right to extend this period if it is in the best interest of the County. In the event the County exercises its right to terminate without cause, it is understood and agreed that only the amounts due to the Successful Respondent for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for the County's termination for convenience.

4.9 NON-PERFORMANCE

It is the objective of the County to obtain complete and satisfactory performance of the requirements set forth herein. In addition to any other remedies available at law, in equity or that may be set out herein, failure to perform may result in a deduction of payment equal to the amount of the goods and/or services that were not provided and/or performed to the County's satisfaction.

In the event of such non-performance, the County shall have the right, but shall not be obligated, to complete the services itself or by others and/or purchase the goods from other sources. If the County elects to acquire the goods or perform the services itself or by others, pursuant to the foregoing, the Successful Respondent shall reimburse the County, within ten (10) calendar days of demand, for all costs incurred by the County (including, without limitation, applicable, general, and administrative expenses, and field overhead, and the cost of necessary equipment, materials, and field labor) in correcting the nonperformance which the Successful Respondent fails to meet pursuant to the requirements set out herein. In the event the Successful Respondent refuses to reimburse the County as set out in this provision, the County shall have the right to deduct such reimbursement amounts from any amounts that may be then owing or that may become owing in the future to the Successful Respondent.

4.10 PROPRIETARY INFORMATION AND THE TEXAS PUBLIC INFORMATION ACT

All material submitted to the County shall become public property and subject to the Texas Public Information Act upon receipt. If a Respondent does not desire proprietary information in the Proposal to be disclosed, each page must be clearly identified and marked proprietary at time of submittal or, more preferably, all proprietary information may be placed in a folder or appendix and be clearly identified and marked as being proprietary. Failure to clearly identify and mark information as being proprietary as set forth under this provision will result in all unmarked information being deemed non-proprietary and available to the public. For all information that has not been clearly identified and marked as proprietary by the Respondent, the County may choose to place such information on the County's website and/or a similar public database without obtaining any type of prior consent from the Respondent.

The County will, to the extent allowed by law, endeavor to protect from public disclosure the information that has been identified and marked as proprietary. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General.

To the extent, if any, that any provision in this RFP or in the Respondent's Proposal is in conflict with Texas Government Code, Chapter 552, as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood, and agreed, that the County, and its officers and employees, may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to the County as to whether or not the same are available to the public. It is further understood that that the County, and its officers and employees, shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that the County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to the County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

4.11 RIGHT TO AUDIT

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

4.12 TESTING AND INSPECTIONS

The County reserves the right to inspect and test equipment, supplies, materials and goods for quality and compliance with this RFP, and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the County can deem the Respondent to be in breach and terminate the Contract and/or any Ensuing Agreement(s).

4.13 PROPOSAL PREPARATION COSTS

The cost of developing Proposals is the sole responsibility of the Respondents and shall not be charged to the County. There is no expressed or implied obligation for the County to reimburse the Respondents for any expense incurred in preparing a Proposal in response to this RFP and the County will not reimburse the Respondents for such expenses.

4.14 INDEMNIFICATION

The Successful Respondent shall indemnify, defend and save harmless, the County, its officials, employees, agents and agent's employees from, and against, all claims, liability, and expenses including reasonable attorneys' fees, arising from activities of the Respondent, its agents, servants or employees, performed hereunder that result from the negligent act, error, or omission of the Respondent or any of the Respondent's agents, servants or employees, as well as all claims of loss or damage to the Respondent's and the County's property, equipment, and/or supplies.

Furthermore, the County, its officials, employees, agents and agents' employees shall not be liable for damages to the Successful Respondent arising from any act of any third party, including, but not limited to, theft. The Successful Respondent further agrees to indemnify, defend and save harmless, the County from its officials, employee, agents and agents' employees against all claims of whatever nature arising from any accident, injury, or damage whatsoever, caused to any person, or the property of any person, occurring in relation to the Successful Respondent's performance of any services requested hereunder during the term of the Contract and/or any Ensuing Agreement(s).

The Successful Respondent shall timely report all claims, demands, suits, actions, proceedings, liens or judgements to the County and shall, upon the receipt of any claim, demand, suit, action, proceeding, lien or judgement, not later than the fifteenth (15^{th}) day of each month; provide the County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of the County required by the Successful Respondent in the defense of each matter. The Successful Respondent's duty to defend, indemnify and hold the County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of the Contract and/or any Ensuing Agreement(s), unless otherwise agreed by the County in writing. The provisions of this section shall survive the termination of the Contract and shall remain in full force and effect with respect to all such matters no matter when they arise.

In the event of any dispute between the parties, as to whether a claim, demand, suit, action, proceeding, lien or judgement, that appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of the County, the Respondent shall nevertheless fully defend such claim, demand, suit or action, proceeding, lien or judgement, until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of the Respondent are not an issue in the matter.

The Successful Respondent's indemnification shall cover, and the Successful Respondent agrees to, indemnify the County, in the event the County is found to have been negligent for having selected the Successful Respondent to perform the work described in this request. The provision by the Successful Respondent of insurance shall not limit the liability of the Successful Respondent under the Contract and/or any Ensuing Agreement(s).

4.15 WAIVER OF SUBROGATION

The Successful Respondent and the Successful Respondent's insurance carrier waive any and all rights whatsoever with regard to subrogation against the County as an indirect party to any suit arising out of personal or property damages resulting from the Respondent's performance under this Contract and any Ensuing Agreement(s).

4.16 RELATIONSHIP OF THE PARTIES

The Successful Respondent shall be an independent contractor and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions herein which may appear to give the County the right to direct the Successful Respondent as to details of doing work herein covered, or to exercise a measure of control over the work, shall be deemed to mean that the Successful Respondent shall follow the desires of the County in the results of the work only. The County shall not retain or have the right to control the Successful Respondent's means, methods or

details pertaining to the Successful Respondent's performance of the work. The County and the Successful Respondent hereby agree and declare that the Successful Respondent is an independent contractor and as such meets the qualifications of an "Independent Contractor" under Texas Workers Compensation Act, Texas Labor Code, Section 406.141, that the Successful Respondent is not an employee of the County, and that the Successful Respondent and its employees, agents and subcontractors shall not be entitled to workers compensation coverage or any other type of insurance coverage held by the County.

4.17 SOLE PROVIDER

The Successful Respondent agrees and acknowledges that it shall not be considered a sole provider of the goods and/or services described herein and that the County may contract with other providers of such goods and/or services if the County deems, at its sole discretion, that multiple providers of the same goods and/or services will serve the best interest of the County.

4.18 FORCE MAJEURE

If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

4.19 SEVERABILITY

If any provision of this RFP, the Contract or any Ensuing Agreement(s) shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof, but rather the entire RFP, Contract or any Ensuing Agreement (s) will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this RFP, the Contract or any Ensuing Agreement(s) is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this RFP, the Contract or any Ensuing Agreement(s) and be deemed to be validated and enforceable.

4.20 EQUAL OPPORTUNITY

Neither party shall discriminate against any employee or applicant for employment because of race, color, sex, religion or national origin.

4.21 NOTICE

Any notice to be given shall be in writing and may be distributed by personal delivery, or by registered or certified mail, return receipt requested, addressed to the proper party, at the following address:

The County: Williamson County Purchasing Department
Attn: Purchasing Agent
901 South Austin Avenue
Georgetown, Texas 78626

The Respondent: Address set out in Respondent's Transmittal Letter

Notices given in accordance with this provision shall be effective upon (1) receipt by the party to which notice is given, or (2) on the third (3rd) calendar day following mailing, whichever occurs first.

4.22 SALES AND USE TAX EXEMPTION

The County is a body, corporate and politic, under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code, Section 151.309, as amended, and the services and/or goods subject hereof are being secured for use by the County.

4.23 COMPLIANCE WITH LAWS

The County and the Successful Respondent shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of the Contract and any Ensuing Agreement(s), including, without limitation, Workers' Compensation laws, salary and wage statutes and regulations, licensing laws and regulations. When required, the Successful Respondent shall furnish the County with certification of compliance with said laws, statues, ordinances, rules, regulations, orders, and decrees above specified.

4.24 INCORPORATION OF EXHIBITS, APPENDICES AND ATTACHMENTS

All of the Exhibits, Appendices and Attachments referred to herein are incorporated by reference as if set forth verbatim herein. Any conflicting terms in the Contract documents will be resolved at the sole discretion of the Commissioners Court.

4.25 NO WAIVER OF IMMUNITIES

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

4.26 NO WAIVER

The failure or delay of any party to enforce at any time or any period of time any of the provisions of this RFP, the Contract or any Ensuing Agreement(s) shall not constitute a present or future waiver of such provisions nor the right of either party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of or excuse for any other, different or subsequent breach.

4.27 CURRENT REVENUES

The obligations of the parties under the Contract and any Ensuing Agreement(s) do not constitute a general obligation or indebtedness of the County for which the County is obligated to levy, pledge, or collect any of taxation. It is understood and agreed that the County shall have the right to terminate the Contract and any Ensuing Agreement(s) at the end of any the County fiscal year if the governing body of the County does not appropriate sufficient funds as determined by the County's budget for the fiscal year in question. The County may effect such termination by giving written notice of termination to t Successful Respondent at the end of its then-current fiscal year.

4.28 BINDING EFFECT

This Contract and any Ensuing Agreement(s) shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

4.29 ASSIGNMENT

The Successful Respondent's interest and duties hereunder may not be assigned or delegated to a third party without the express written consent of the County.

4.30 SAFETY

The Successful Respondent is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with any services to be provided hereunder. The safety program shall comply with all applicable requirements of the current federal Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations.

4.31 GENERAL OBLIGATIONS AND RELIANCE

The Successful Respondent shall perform all services and/or provide all goods, as well as those reasonably inferable and necessary for completion and provision of services and/or goods required hereunder. The Successful Respondent shall keep the County informed of the progress and quality the services. The Successful Respondent agrees and acknowledges that the County is relying on the Successful Respondent's represented expertise and ability to provide the goods and/or services described herein. The Successful Respondent agrees to use its best efforts, skill, judgment, and abilities to perform its obligations in accordance with the highest standards used in the profession and to further the interests of the County in accordance with the County's requirements and procedures. The Successful Respondent's duties, as set forth herein, shall at no time be in any way diminished by reason of any approval by the County, nor shall the Successful Respondent be released from any liability reason of such approval by the County, it being understood that the County at all times is ultimately relying upon the Successful Respondent's skill and knowledge in performing the services and providing any goods required hereunder.

4.32 CONTRACTUAL DEVELOPMENT

The Commissioners Court may award the Contract on the basis of the initial Proposals received, without any further or additional discussions. Therefore, each initial Proposal should contain the Respondent best terms and offer. The contents of the RFP and the selected Proposal will become an integral part of the Contract, but may be modified, at Williamson County's sole discretion, by provisions of an Ensuing Agreement. Therefore, the Respondent must agree to inclusion in an Ensuing Agreement of t Proposal specifications, terms and conditions of this RFP. Williamson County may, at its discretion, opt to conduct further discussions with responsible offerors and request the highest ranked firm's Best and Final Offer (BAFO).

4.33 ENTIRE AGREEMENT

The Contract and any Ensuing Agreement(s) shall supersede all prior Agreements, written or oral between the Successful Respondent and the County and shall constitute the entire Agreement and understanding between the parties with respect to the services and/or goods to be provided. Each of the provisions herein shall be binding upon the parties and may not be waived, modified, amended or altered, except by writing signed by the Successful Respondent and the County.

4.34 SURVIVABILITY

All applicable agreements that were entered into between the Successful Respondent and the County, under the terms and conditions of the Contract and/or any Ensuing Agreement(s), shall survive the expiration or termination thereof for ninety (90) days unless a new contract has been awarded.

The County may exercise, by written notice to the Successful Respondent no later than ten (10) calendar days of the Contract expiration, this clause for emergency cases only.

4.35 PAYMENT

The County's payment for goods and services shall be governed by the Texas Government Code, Chapter 2251. An invoice shall be deemed overdue the thirty-first (31st) day after the later of the following:

A. The date the County receives the goods under the Contract;
B. The date the performance of the service under the Contract is completed; or
C. The date the Williamson County Auditor receives an invoice for the goods or services.

Interest charges for any overdue payments shall be paid by the County in accordance with Texas Government Code, Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of the County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one (1) percent and the prime rate published in the Wall Street Journal on the first (1st) day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

In the event that an error appears in an invoice submitted by the Successful Respondent, the County shall notify the Successful Respondent of the error not later than the twenty-first (21st) day after the date the County receives the invoice. If the error is resolved in favor of the Successful Respondent, the Successful Respondent shall be entitled to receive interest on the unpaid balance of the invoice submitted by the Successful Respondent beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of the County, the Successful Respondent shall submit a corrected invoice that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by the Texas Government Code, Chapter 2251, if the corrected invoice is not paid by the appropriate date.

As a minimum, invoices shall include:

A. Name, address, and telephone number of the Successful Respondent and similar information in the event the payment is to be made to a different address.

B. The County Contract, Purchase Order.

C. Identification of items or service as outlined in the Contract.

D. Quantity or quantities, applicable unit prices, total prices and total amount.

E. Any additional payment information which may be called for by the Contract.

Payment inquiries should be directed to the following address:

Williamson County Auditor's Office, Accounts Payable Department
Email: accountspayable@wilco.org
Phone: 512-943-1500

4.36 CONTRACTUAL FORMATION AND ENSUING AGREEMENT

The RFP and the Respondent's Proposal, when properly accepted by the Commissioners Court, shall constitute a Contract equally binding between the Successful Respondent and the County. The Successful Respondent may be required by Williamson County to sign an additional Agreement containing terms necessary to ensure compliance with the RFP and Respondent's Proposal.

4.37 LEGAL LIABILITY INFORMATION

The Successful Respondent shall disclose all legal liability information by listing any pending litigation anticipated litigation that your firm is involved in including, but not limited to, potential or actual legal matters with private parties and any local, state, federal or international governmental entities. The County reserves the right to consider legal liability information in the recommendation of any proposed contract to the Commissioners Court.

4.38 CONFIDENTIALITY

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

4.39 INCLEMENT WEATHER

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a Proposal submission deadline, the Proposal closing will automatically be postponed until the next business day the County is open. If inclement weather conditions or any other unforeseen event causes delays in carrier service operations, the County may issue an Addendum to all known Respondents interested in the project to extend the deadline. It will be the responsibility of the Respondent to notify the County of their interest in the project if these conditions are impacting their ability to turn in a submission within the stated deadline. The County reserves the right to make the final judgement call to extend any deadline.

4.40 AIR QUALITY

In determining the overall best Proposal, the County may, to the extent applicable, exercise the option granted to local governments under the Texas Local Government Code, Section 271.907.

This option allows the County to evaluate Proposals and give preference to goods and/or services of Respondent that demonstrates that the Respondent meets or exceeds any and all state or federal environmental standards, including voluntary standards, relating to air quality. If the Proposal being submitted will have an effect on air quality for the County (as it relates to any state, federal, or voluntary air quality standard), then the Respondent is encouraged to provide information in narrative indicating the anticipated air quality impact. All Respondents are expected to meet all mandated state and federal air quality standards.

4.41 COOPERATIVE PURCHASING PROGRAM

During the term of the Contract resulting from this RFP, the County would like to afford the same prices, terms and conditions to other political subdivisions or public entities. Another entity's participation in the Contract resulting from this RFP is subject to a properly authorized Purchasing Cooperative Inter-local Agreement (ILA) with the County. Any liability created by purchase orders issued against the Contract shall be the sole responsibility of the governmental agency placing the order.

4.42 CONFIDENTALITY

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

Additional Stipulations

1 Additional Stipulations

1.1 Award Process / Criteria

THIS RFP WILL BE AWARDED BASED ON OVERALL BEST VALUE FOR WILLIAMSON COUNTY.

The following criteria will be used to evaluate each proposals value based on the recommendation of an evaluation committee to be appointed by the Williamson County Purchasing Department.

Point Based Criteria

Points will be assigned to each respondent by the evaluation committee based on the following categories and point values. The respondent receiving the highest number of points will be awarded Primary Vendor and the respondent receiving the second highest number of points will be awarded Secondary Vendor.

- **Reputation (30 Points)**
  - *Respondents will be scored a maximum of 30 points on their reputation. Reputation of the respondents will be determined by a check of references provided. Williamson County reserves the right to use its own self as a reference when considering the criteria.*
- **Delivery Time (15 Points)**
  - *Respondents will be scored a maximum of 15 point on their stated delivery times.*
- **Meets Requirements (10 Points)**
  - *Respondents will be scored a maximum of 10 points on the requirements checklist.*
- **Quality of Goods & Services (10 Points)**
  - *Respondents will be scored a maximum of 10 points on quality of goods and services. Quality will be determined by the samples provided by respondents as requested in this RFP.*

- **Pricing (35 Points)**
    - *Points for pricing shall be determined by the following formula based on an average of the pricing provided on the attached pricing sheets. 35 maximum points for pricing x (lowest respondents price proposal amount/respondents price proposal amount) Lowest respondent will receive the maximum 35 points.*

1.2 Technical Contact

Jayme Jasso, Purchasing Specialist III, Williamson County Purchasing 901 S Austin Ave, Georgetown, Texas 78626 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 will serve as a liaison between the Williamson County Commissioners Court and the Successful Respondent(s).

1.3 Contract Term

The Successful Respondent(s) shall provide the goods and/or services described herein for an initial term of twelve (12) months, beginning August 10, 2017 and ending August 9, 2018.

1.4 Contract Extensions

At the end of the current fiscal year, the Commissioners Court reserves the right to extend this contract, by mutual agreement of both parties, as it deems to be in the best interest of the County. This extension will be in twelve (12) months increments for up to an additional twenty-four (24) months, with the terms and conditions remaining the same unless if requested by the successful respondent(s) and approved be the Commissioners Court, a price escalation at renewal time is awarded of no more than the consumer price index, All urban consumers (CPI-U), US City Average, all items, as published by the United States department of Labor, Bureau of Labor Statistics. The yearly increase in the CPI shall be the latest index published one hundred and eighty (180) days prior to the end of the contract year. The total period of this contract, including all extension will not exceed a maximum combined period of thirty-six (36) months. The extension of this contract is contingent on the appropriation of necessary funds by Commissioners Court for the fiscal year in question. Upon the failure of Commissioners Court to so appropriate in any year, the successful respondent(s) may elect to terminate this agreement, with no additional liability to the County. The County and successful respondent(s) agree that termination shall be the successful respondent's sole remedy under this circumstance.

1.5 Economic Adjustment

To the extent applicable to this RFP, the Successful respondent(s) may submit a request for a contract pricing adjustment for approval by the County if the respondent(s) can show just cause substantiating an adjustment. The requested adjustment must be for goods and/or services and in no way represent an increase in the respondent's profits, labor or other overhead. The respondent's request must include evidence in the form of a certified statement or affidavit from the supplier or manufacturer detailing the price adjustment, the effective date for the adjustment, and any other information requested by the Purchasing Department to verify the adjustment.

An adjustment request will not become effective until after approval of the Williamson County Commissioners Court. Until then, the original contract pricing will remain unchanged. If an issue regarding an adjustment request is not resolved, the Purchasing Department reserves the right to seek competition from other sources.

Any goods or services delivered by the Successful respondent(s) at a not agreed upon price are done so at the Successful Respondent's risk.

Pricing must remain firm for the first three (3) months of the initial contract period. A minimum period of three (3) months must elapse between adjustment requests.

1.6 ADDITIONAL REQUIREMENTS

TO BE CONSIDERED RESPONSIVE EACH RESPONDENT MUST HAVE COMPLETED THE FOLLOWING.

1. Attend mandatory pre-proposal conference and view each sample provided by Williamson County Departments. (Any proposals received by vendors who did not attend the mandatory pre-proposal will not be considered for award)

2. Must complete Price Sheet.

3. Must complete Questionnaire included with Price Sheet.

4. Must complete all other forms required by Williamson County. (See RFP documents for all required documents)

Specifications

WILLIAMSON COUNTY IS REQUESTING PROPOSALS FOR A FIRM FIXED PRICE ANNUAL CONTRACT FOR THE PURCHASE OF PRINTED MATERIALS.

Vendor(s) must receive a purchase order before accepting an order for services or supplies. Any invoices received without a purchase order will be subject to rejection of payment.

Purchase Order(s) from the Purchasing Department, accompanied by a sample(s) of the item(s), will be issued.

Specification may reference name brands and model numbers. It is not the intent of Williamson County to limit or restrict proposals but to establish the desired quality level of merchandise. Respondents may offer comparable items and the burden of proof rests with them; Williamson County shall act as sole judge in determining quality and acceptability of items offered.

All deliveries are to be made F.O.B. to Williamson County (various buildings, inside delivery), during regular working days, Monday through Friday, and during regular working hours 8:00 a.m. through 12:00 noon or 1:00 p.m. through 5:00 p.m., unless otherwise requested.

The attached price sheet provides examples of the printing, expected to be needed, during this contract.

Over-runs in excess of 10% of the original order will not be accepted. Respondents must clearly state any over-run charges in the section provided on the attached questionnaire.

Definitions of terms used throughout the RFP are as follows:

Letter – 8.5” x 11”, Legal – 8.5” x 14”, ½ Letter – 8.5” x 5.5”, ¼ Letter – 4.25” x 5.5”

2 Part NCR – White / Canary, 3 Part NCR – White / Canary / Pink

Proofs must be provided to the end user after the order is placed and approved by the end user before the order is ran. Respondent must clearly state any proof charges in the section provided on the attached questionnaire, including any additional charges that may apply to press proofs.

Typeset charges, setup charges, shipping charges, and any other charges not specified must be clearly stated in the section provided on the attached questionnaire.

All respondents will be required to submit samples. A sample of each type of document listed under the “Standard Documents” price list is required.

Award of this RFP does not guarantee that all Williamson County purchases will be made exclusive to awarded vendor(s). Williamson County reserves the right to purchase using any and all legal methods.

ITEM		500	1,000	2,500	5,000
1	**ENVELOPES** *Plain Bond Paper, 20lb White*				
	#10 Regular, Printed Return Address One Color Two Color				
	#10 Self-Seal, Printed Return Address One Color Two Color				
	#10 Security Tint, Printed Return Address One Color Two Color				
	#10 Window, Printed Return Address One Color Two Color				
	#10 Window / Secuirty Tint, Printed Return Address One Color Two Color				
	#10 Window / Self-Seal / Security Tint, Printed Return Address One Color Two Color				
	#9 Regular, Printed Return Address One Color Two Color				
	#9 Window, Printed Return Address One Color Two Color				

1	**ENVELOPES 25% COTTON** *25% Cotton Paper (e.g. Gilbert), 20lb White*	**500**	**1,000**	**2,500**	
	#10 Regular, Printed Return Address One Color Two Color				
2	**LETTERHEAD** *Plain Bond Paper, 24lb White, Letter Size*	**500**	**1,000**		
	One Color, Black Ink, w/ Seal or Logo Two Color, w/ Seal or Logo Three Color, w/ Seal or Logo Four Color, w/ Seal or Logo				
2	**LETTERHEAD 25% COTTON** *25% Cotton Paper (e.g. Gilbert), 24lb White*	**500**	**1,000**		
	One Color, Black Ink, w/ Seal or Logo Two Color, w/ Seal or Logo Three Color, w/ Seal or Logo Four Color, w/ Seal or Logo				
3	**COUNTY STANDARD FORMS**	**500**	**1,000**	**2,500**	**5,000**
	Letter, One Side, One Color Letter, One Side, Two Color Letter, One Side, Three Color Letter, Two Side, One Color Letter, Two Side, Two Color Letter, Two Side, Three Color Legal, One Side, One Color Legal, One Side, Two Color Legal, One Side, Three Color Legal, Two Side, One Color Legal, Two Side, Two Color Legal, Two Side, Three Color 1/2 Letter, One Side, One Color 1/2 Letter, One Side, Two Color 1/2 Letter, One Side, Three Color 2 Part NCR, Letter Size, One Color 2 Part NCR, Legal Size, One Color				

2 Part NCR, 1/2 Letter Size, One Color
2 Part NCR, 1/4 Letter Size, One Color
3 Part NCR, Letter Size, One Color
3 Part NCR, Legal Size, One Color
3 Part NCR, 1/2 Letter Size, One Color
3 Part NCR, 1/4 Letter Size, One Color
Bound Reciepts, Letter, 3 To A Page, 3 Part NCR

ITEM		500	1,000	2,500	5,000
BUD - 001	**Budget In Brief Brochure** *100# Glossy White Cover - 8.5" x 14"* *Ink 4/4 - Double Parallel Fold*				
CON2 - 002	**Warrant Card** *Yellow Card Stock - 8.5" x 5.5"* *Two Sided*				
CON2 - 003	**Constable 2 Door Hangers** *Yellow/Pink Card Stock - 4.25" x 11"* *Two Sided W/ Door Hanger Cut Out*				
CJ - 006	**Resolution Paper** *100% Cotton Linen Bond Paper - 8.5" x 14"* *Printed Black Ink*				
PIO - 008	**Comment Card - PIO** *White Postcard* *Two Sided Black Ink*				
PIO - 009	**Downtown Map** *8.5" x 11" Full Color*				

	One Side Print				
PIO - 010	**Wilcounty Line Directory** *11" x 17" Full Color* *Two Side Print W/ Fold*				
VET - 011	**Veterans Services Brochure** *8.5" x 11" Glossy Paper* *Two Side Print Full Color W/ Fold*				
JUV - 012	**Juvenile Services Annual Report** *Full Color Book 8.5" x 11"* *Twin Loop Wire Bound*				
JP3-013	**Pre-Warrant Notice - 15 day (pink)** *Postcard 4x5* *Two sided Print*				
JP3-014	**Pre-Warrant Notice - 5 day (orange)** *Postcard 4x5* *Two sided Print*				
JP3-015	**Warrant For Your Arrest (yellow)** *Postcard 4x5* *Two sided Print*				
DCLERK-016	**Official Jury Summons** *8.5" x 11" Card Self Sealing* *Two Sided Print w/ Fold*				
ELECT-017	**Affidavit of Provisional Voter** *11.5" x 5" Green Envelope* *Two Sided Print*				

ELECT-018	**To the Voter Registrar (Prcnt 4)** *15" x 10" Envelope (Grey)* *One Sided Print*	☐	☐	☐	☐
ELECT-019	**To the Voter Registrar (Prcnt 3)** *15" x 10" Envelope (Pink)* *One Sided Print*	☐	☐	☐	☐
ELECT-020	**To the Voter Registrar (Prcnt 2)** *15" x 10" Envelope (Yellow)* *One Sided Print*	☐	☐	☐	☐
ELECT-021	**Election Day Training Booklet** *8.5" x 11" (Pink cover)* *Staple Bound Booklet*	☐	☐	☐	☐
TAX-022	**PROPERTY TAX STATEMENT** *8.5" x 11" Perforated paper* *Two sided Print (w/ watermarks)*	☐	☐	☐	☐
AUD-023	**PAFR** *8.5" x 11" Glossy Photo Cover* *Staple Bound Booklet*	☐	☐	☐	☐
AUD-024	**CAFR** *Black with cutout - 8.5" x 11"* *Spiral Bound Booklet with tabbed Sections*	☐	☐	☐	☐

CHECK LIST FOR REQUIREMENTS

PRINTING SERVICES FOR WILLIAMSON COUNTY
RFP 1705-167

Bid may not be deemed complete without the inclusion of requested material below. These required forms should be attached to the line item. Please use this document as a check list for you to make sure you have completed this Bid Package.

☐	Transmittal Letter
☐	Samples
☐	Conflict of Interest Form (completed and signed)
☐	References
☐	1295 Form
☐	Proposal Affidavit
☐	Price Sheet & Questionnaire – Proposal Response

WILLIAMSON COUNTY PRINTING SERVICES

RFP # 1705-167

VENDOR QUESTIONAIRE

1. What is your approximate delivery time?

   _____

2. Please list any typeset, proof, or additional charges that may be charged on an order:

   _____

   _____

   _____

3. Press proofs may sometimes be requested by Williamson County departments. We recommend these be provided at no charge to the end users. Can you provide press proofs at no charge if requested?

   ☐ Yes ☐ No

4. Please list any additional services (with cost of service) you may be able to provide Williamson County.

   _____

   _____

   _____

   _____

   _____

   _____

PROPOSAL AFFIDAVIT

This form must be completed, signed, notarized and returned with Proposal package

The undersigned certifies that the RFP and the Respondent's Proposal have been carefully reviewed and are submitted as correct and final. Respondent further certifies and agrees to furnish any and/or all goods and/or services upon which prices are extended at the price Proposal, and upon the conditions contained in the RFP.

I hereby certify that the foregoing Proposal has not been prepared in collusion with any other Respondent or other person or persons engaged in the same line of business prior to the official opening of this Proposal. Further, I certify that the Respondent is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities Proposal on, or to influence any person or persons to submit a Proposal or not to submit a Proposal thereon."

Name of Respondent:	
Address of Respondent:	
Email:	
Telephone:	
Printed Name of Person Submitting Affidavit:	
Signature of Person Submitting Affidavit:	

Cooperative Purchasing Program

Check one of the following options below. A non-affirmative Proposal will in no way have a negative impact on the County's evaluation of the Proposal.

☐	I will offer the quoted prices to all authorized entities during the term of the County's Contract.
☐	I will not offer the quoted prices to all authorized entities.

If no box is checked, the Respondent agrees to make best efforts in good faith to offer the quoted prices to all authorized entities.

BEFORE ME, the undersigned authority, a Notary Public, personally appeared _____ (*Name of Signer*), who after being by me duly sworn, did depose and say: "I, _____ (*Name of Signer*) am a duly authorized officer of/agent for _____ (*Name of Respondent*) and have been duly authorized to execute the foregoing on behalf of the said _____ (*Name of Respondent*).

SUBSCRIBED AND SWORN to before me by the above-named _____

on this the _____ day of _____, 20_____.

_____

Notary Public in and for

The State of _____

The County of _____

SIGNATURE AND NOTARY NOT REQUIRED IF COMPLETING IN BIDSYNC ELECTRONICALLY.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

Form CIQ

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person doing business with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.**

4 **Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.**

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

Form CIQ
Page 2

5 **Name of local government officer with whom filer has affiliation or business relationship.**
(Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each affiliation or business relationship.

6. Describe any other affiliation or business relationship that might cause conflict of interest:

7

Signature of person doing business with the governmental entity	Date

Signature not required if completing in BIDSYNC electronically.

Proposal References

List the last three (3) companies or governmental agencies, where the same or similar goods and/or services as contained in this RFP package, were recently provided by Respondent.

Reference 1

Client Name: Location:

Contact Name: Title:

Phone: E-mail

Contract Date To: Contract Date From: Contract Value: $

Scope of Work:

Reference 2

Client Name: Location:

Contact Name: Title:

Phone: E-mail

Contract Date To: Contract Date From: Contract Value: $

Scope of Work:

Reference 3

Client Name: Location:

Contact Name: Title:

Phone: E-mail

Contract Date To: Contract Date From: Contract Value: $

Scope of Work:

Question and Answers for Bid #1705-167 - Printing Services

Overall Bid Questions
There are no questions associated with this bid.

Commissioners Court - Regular Session **33.**

Meeting Date: 06/13/2017

TAB Products LLC

Submitted By: Jayme Jasso, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving the agreement between TAB Products Co. LLC and Williamson County ITS for Records Shelving and Storage Systems services per DIR contract DIR-TSO-2606.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

TAB contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	06/08/2017 10:09 AM
Form Started By: Jayme Jasso		Started On: 06/08/2017 09:19 AM
Final Approval Date: 06/08/2017		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

SERVICES CONTRACT
FOR MOVING STORAGE BOXES & ORGANIZING
OF TAB PRODUCTS
RECORDS SHELVING & STORAGE SYSTEM
(DIR-TSO-2606)

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to Tex. Const. art. XI, § 7, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS CONTRACT is made and entered into by and between **Williamson County, Texas** (hereinafter "The County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **TAB Products Co. LLC, 2301 W. Anderson Lane, Suite S, Austin, TX 78757** (hereinafter "Service Provider"). The County agrees to engage Service Provider as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

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

A. Fee proposal dated June 1, 2017, which is marked as Exhibit "A" and incorporated herein as if copied in full; and

B. Required insurance certificates.

Should The County choose to add services in addition to those described in above, such additional services shall be described in a separate written amendment to this Contract wherein the additional services shall be described and the parties shall set forth the amount of compensation to be paid by The County for the additional services. Service Provider shall not begin any additional services and The County shall not be obligated to pay for any additional services unless a written amendment to this Contract has been signed by both parties.

II.

No Agency Relationship & Indemnification: It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with The County, nor shall Service Provider hold himself out as an agent or official representative of The County unless expressly authorized to do so by a majority of the Williamson County Commissioners Court. Service Provider shall be considered an independent contractor for the purpose of this agreement and shall in no manner incur any expense or liability on behalf of The County other than what may be expressly allowed under this agreement. The County will not be liable for any loss, cost, expense or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the services being provided. Service Provider agrees to indemnify, hold harmless, and defend The County against any claim, demand, loss, injury, damages, action, or liability of any kind against The County resulting from any services Service Provider perform on behalf of The County.

III.

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

IV.

No Assignment: Service Provider may not assign this contract.

V.

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

VI.

Consideration and Compensation: Service Provider will be compensated based on the attached Fee Proposals:

A. Fee proposal dated June 1, 2017, which is marked as Exhibit "A" and incorporated herein as if copied in full; and

B. Required insurance certificates.

The not-to-exceed amount under this agreement is $11,753.75, unless amended by a change order and approved by the Williamson County Commissioners Court. Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of The County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

VI.

Insurance: Service Provider shall provide and maintain, until the services covered in this Contract is completed and accepted by The County, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to The County and name The County as an additional insured.

	Type of Coverage	**Limits of Liability**
a.	Worker's Compensation	Statutory
b.	Employer's Liability	
	Bodily Injury by Accident	$500,000 Ea. Accident
	Bodily Injury by Disease	$500,000 Ea. Employee
	Bodily Injury by Disease	$500,000 Policy Limit

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

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability (*including premises, completed operations and contractual*)	$1,000,000	$1,000,000
Aggregate policy limits:		$2,000,000

d. Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury (including death)	$1,000,000	$1,000,000
Property damage	$1,000,000	$1,000,000
Aggregate policy limits		No aggregate limit

Service Provider, as an independent contractor, meets the qualifications of an "Independent Contractor" under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, and must provide its employees, agents and sub-subcontractors worker's compensation coverage. Contactor shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by The County.

Upon execution of this Contract, Service Provider shall provide The County with insurance certificates evidencing compliance with the insurance requirements of this Contract.

VIII.

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND

LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE SERVICE PROVIDER, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. SERVICE PROVIDER HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF SERVICE PROVIDER OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

IX.

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

X.

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

XI.

Termination: This agreement may be terminated at any time at the option of either party, without *future or prospective* liability for performance upon giving thirty (30) days written notice thereof.

XII.

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

XIII.

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

XIV.

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

XV.

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

XVI.

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

WITNESS the signatures of all parties in duplicate originals this the 6th day of June, 2017.

WILLIAMSON COUNTY:

Authorized Signature

SERVICE PROVIDER: TAB Products Co, LLC

Authorized Signature

Exhibit "A"

(TAB fee proposal dated 6/1/17 and incorporated herein as if copied in full)

TAB

Space Planning Consultations, File Conversions and Relocations
Bar-Code Tracking Systems and Color Label Systems
Records and Document Management Software
Color-Coded Filing and Custom Folders
High Density Mobile Storage Systems

Williamson County Georgetown
Record Storage Warehouse

DATE: 6-1-17
QUOTATION #:

EMAIL: rdrouin@tab.com
CELL: 512.633.2446

Attn: Tammy McCulley, 512-943-1455

IN RESPONSE TO YOUR INQUIRY, WE SUBMIT THE FOLLOWING QUOTATION:

QUANTITY	DESCRIPTION	EACH	PRICE
1 Lot	**Labor to move 6500 storage file boxes off the wide span shelving onto the new mobile shelving. We will put in straight box order as labeled on the outside of the box.**		
	The total dollar amount includes the rental of a light weight mechanical scissor lift		
	NET INVESTMENT TO CLIENT AFTER DISCOUNT		**$11,753.75**
	Tammy, thank you for this opportunity – we really appreciate your business.		

TERMS: Net 30	**F.O.B.: Destination**	**EST. SHIP DATE: 5-10 days**
PREPARED BY: ***Rene' Drouin***		**ACCEPTED BY:**

PRICE HONORED FOR 60 **DAYS**

CONFIDENTIALITY NOTICE: This page and the accompanying documents contain information for a specific individual and purpose. This information is private and protected by law. Any disclosure, copying or distribution is strictly prohibited.

WILLIAMSON COUNTY
1848
Randy Barker, CPPO, CPPB
Purchasing Director/Agent

Certificate of Interested Parties (Form 1295)

(Revised 02/21/2017)

IFB#, RFP#, RFQ# or Contract/Agreement#: _____

Service Description/Contract Name: _____

Vendor Name: _____

Your contract is being recommended to the Williamson County Commissioners Court for approval as a future agenda item.

The Texas Legislature passed HB1295 in their last legislative session which added Section 2252.908 to the Texas Government Code that now requires that a governmental entity receive a **Certificate of Interested Parties Texas Ethics Commission (Form 1295)** before entering into a contract (new, amended, extended or renewed) that

(1) Requires an action or vote by the Commissioners Court (all contracts that fall under the jurisdiction of Commissioners Court approval such as contracts resulting from an IFB, RFP, RFQ etc. excluding but not limited to certain Juvenile Services contracts, contracts funded with Sheriff's seized funds monies etc.) before the contract may be signed. **A new filing must be completed for each awarded contract (new, amended, extended or renewed) requiring Commissioners' Court approval.**

(2) Has a value of at least $1 million.

Accordingly, we are needing your assistance in complying with the new Form 1295 requirements.

Note: Since the majority of contracts with Williamson County require approval by the Commissioners Court, this form will most likely be required in order to approve and execute your contract.

Williamson County Purchasing Department
901 South Austin Avenue
Georgetown, Texas 78626
Phone: 512-943-3553
www.wilco.org/purchasing

WILLIAMSON COUNTY
1848
Randy Barker, CPPO, CPPB
Purchasing Director/Agent

As of January 1, 2016, Respondents are responsible for complying with this law.

Per the direction of the Texas Legislature, the Texas Ethics Commission made available on its website a new filing process that must be used to file Form 1295. Information regarding how to use the filing process 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:

(1) Use the online application to process the required information on Form 1295;
(2) Print a copy of the form which will contain a unique certification number;
(3) An authorized agent of the Respondent must sign the printed copy of the form;
(4) Have the form **notarized;** and
(5) The completed Form 1295 and certification of filing must be filed (scanning and emailing form is sufficient) with Williamson County at the time the signed contract is submitted for Commissioners Court approval.

If you haven't already done so, your first step in completing Form 1295 will be to create an account. For assistance on how to register and how to complete Form 1295, we would highly encourage you to watch the short "Logging In the First Time– Business User" and "How to Create a Certificate" videos that are posted on the website noted above. In additional there are several other links on the website posted above that may be helpful to you in understanding and completing Form 1295.

Williamson County's guidance in completing Form 1295 is as follows (Please note this is not legal advice):

(1) Who is the contract with – click "Other Governmental Entity"
(2) Agency/Entity Name – Williamson County, Texas
(3) Contract ID Number - enter the Contract# specified at the top of this email. If no number was specified, please put 'N/A'.
(4) Who is the Signature of officer administering oath (the entire bottom line of the form) – the Notary.

With regards to listing your entity's Interested Parties, the Ethics Commission defines the terms controlling interest and intermediary interest is as follows:

"Controlling interest"– means:

(1) An ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent;
(2) Membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or

WILLIAMSON COUNTY
1848
Randy Barker, CPPO, CPPB
Purchasing Director/Agent

(3) Service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers.

"**Intermediary interest**" means, a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:

(1) Receives compensation from the business entity for the person's participation;
(2) Communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and
(3) Is not an employee of the business entity.

Your help is appreciated in completing and returning Form 1295 at your earliest convenience. Any delay in returning this form will result in delay of approval and/or award of the contract. If this form is not returned, Williamson County will not proceed with the approval and/or award of the contract.

WILLIAMSON COUNTY
1848
Randy Barker, CPPO, CPPB
Purchasing Director/Agent

EXAMPLE ONLY

CERTIFICATE OF INTERESTED PARTIES FORM 1295

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

OFFICE USE ONLY

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
[fill in the requested business entity information]

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.
[fill in with contract number listed at the top of this email]

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
See Section 2252 908 of the Texas Government Code Sections 46.1, 46.3, and 46.5 of Title 1 of the Texas Administrative Code, and the Texas Ethics Commission website			

5 Check only if there is NO Interested Party. ☐

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

Sign and notarize the form before submitting to Purchasing Agent's Office

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20__, to certify which, witness my hand and seal of office.

[Signature of Notary] [Name of Notary]

Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

Form provided by Texas Ethics Commission www.ethics.state.tx.us Adopted 10/5/2015

EXAMPLE

Our goal is to serve the public, the county organization, and our suppliers efficiently, professionally, and ethically.

Williamson County Purchasing Department
901 South Austin Avenue
Georgetown, Texas 78626
Phone: 512-943-3553
www.wilco.org/purchasing

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2017-219525

Date Filed:
06/06/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
TAB Products Co, LLC
Mayville, WI United States

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
06-01-17
Move Storage file boxes

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Streblow, Betsy	Mayville, WI United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

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

CHERI A FALK
Notary Public
State of Wisconsin

Betsy S
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Betsy Streblow VP of Client Svcs, this the 6th day of June, 20 17, to certify which, witness my hand and seal of office.

Cheri A. Falk — Signature of officer administering oath
Cheri A. Falk — Printed name of officer administering oath
Customer Support Mgr — Title of officer administering oath

Commissioners Court - Regular Session **34.**

Meeting Date: 06/13/2017

Economic Development

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Executive Session

Information

Agenda Item

Discussion regarding economic development negotiations pursuant to Texas Government Code, Section 551.087:
a) Business prospect(s) that may locate or expand within Williamson County.
b) Discuss Pearson Road District.
c) Discuss North Woods Road District.
d) Project Columbus Balbo
e) Mega Site

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	06/08/2017 11:33 AM
Form Started By: Charlie Crossfield		Started On: 06/08/2017 10:38 AM
Final Approval Date: 06/08/2017		

Commissioners Court - Regular Session **35.**

Meeting Date: 06/13/2017

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.
x) Discuss Lost River and Cedar Hollow low water crossing.
y) Discuss Somerset Road Districts No. 3 & 4 reimbursements for acquisition & construction of Reagan Blvd.

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.
k) Discuss possible sale or exchange of property at 350 Exchange Boulevard, Hutto, Texas

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

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	06/08/2017 11:33 AM
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