

NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONER'S COURT
JULY 25TH, 2017
9:30 A.M.

The Commissioner's Court of Williamson County, Texas will meet in regular session in the Commissioner's Courtroom, 710 Main Street, in Georgetown, Texas to consider the following items:

1. Review and approval of minutes.
2. Consider noting in minutes any off right-of-way work on any County road done by Road & Bridge Division.
3. Hear County Auditor concerning invoices, bills, Quick Check Report, wire transfers and electronic payments submitted for payment and take appropriate action including, but not limited to approval for payment provided said items are found by the County Auditor to be legal obligations of the county.
4. Citizen comments. Except when public hearings are scheduled for later in the meeting, this will be the only opportunity for citizen input. The Court invites comments on any matter affecting the county, whether on the Agenda or not. Speakers should limit their comments to three minutes. Note that the members of the Court may not comment at the meeting about matters that are not on the agenda.

CONSENT AGENDA

The Consent Agenda includes non-controversial and routine items that the Court may act on with one single vote. The Judge or a Commissioner may pull any item from the consent agenda in order that the court discuss and act upon it individually as part of the Regular Agenda.
(Items 5 – 21)

5. Discuss, consider and take appropriate action on a line item transfer for Constable Pct 1

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0551.005730	Radio Equipment >\$5000	3500.00
To	0100.0551.003005	Office Furniture	3500.00

6. Discuss, consider, and take appropriate action on a line item transfer for Justice of the Peace, Precinct #4.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0454.004190	Autopsies	\$11,900.00
To	0100.0454.004192	Autopsies/Transportation	\$11,900.00

7. Discuss, consider and take appropriate action on a line item transfer for Non – Departmental.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0409.004998	Contingencies	\$10,419.22
To	0100.0409.004604	PYMTS to TIF/TIRZ	\$10,419.22

8. Discuss, consider and take appropriate action on a line item transfer for Debt Service.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0600.0600.006901	Debt Defeasance	\$40,339.00
To	0600.0600.004604	PYMTS to TIF/TIRZ	\$40,339.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0560.004210	Internet/Email Service	\$13,000.00
From	0100.0560.005000	Capital Outlay > \$5,000	\$6,000.00
From	0100.0560.003008	Law Enforcement Equipment	\$5,000.00
To	0100.0560.004100	Professional Services	\$24,000.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0409-004998	Contingencies	\$140,000.00
To	0100-0560-001110	Overtime	\$140,000.00

11. Discuss, consider and take appropriate action on approving compensation changes, position titles changes, position grade changes and any corresponding line item transfers.
12. Discuss, consider and take any appropriate action regarding approval or ratification of monthly Treasurer's Report on Williamson County Finances for June 2017 pursuant to Texas Local Government Code §114.026.
13. Discuss, consider and take appropriate action on authorizing the disposal of various county assets through auction including (51) Monitors, (29) Motorola Assets, (1) 2001 4700 Tymco Sweeper Truck, (1) 2006 Ford Crown Vic (see attached lists) pursuant to Tx. Local Gov't Code 263.152.
14. Discuss, consider and take appropriate action on accepting a donation to Williamson County Juvenile Services from Industrial Rigging Service of Austin in the amount of \$200.00.
15. Discuss, consider and take appropriate action to accept a donation of portable canvas outdoor chairs for the Sheriff's Office from Michael Stein of the Abadak Company

16. Discuss, consider and take appropriate action to accept a donation of ballistic body armor plates and plate carriers for the Sheriff's Office from Marilie Walker.
17. Receive and acknowledge Work Authorization No. 2 under Williamson County Contract for Engineering Services between Cobb Fendley & Associates, Inc. and Williamson County dated February 10, 2015 for On Call Utility Coordination and Relocation Services for Road & Bridge for Williamson County Road and Bridge.
18. Receive and acknowledge Supplemental Work Authorization No. 2 under Williamson County Contract between Freese and Nichols, Inc. and Williamson County dated April 07, 2016 for Engineering Design Services for the repair of San Gabriel Ranch Road. This supplemental is to increase the maximum amount payable to \$551,106.00.
19. Discuss, consider, and take appropriate action on approval of the preliminary plat for the Georgetown Hill subdivision - Pct 3
20. Discuss, consider, and take appropriate action on approval of the preliminary plat for the LSRWA subdivision - Pct 3
21. Discuss, consider, and take appropriate action on approval of the preliminary plat for the Shell West Reserve subdivision - Pct 3

REGULAR AGENDA

22. Discuss and take appropriate action on recognition of Andrea "Andi" Schiele, Criminal Court Coordinator for Judge Bill Gravell, as recipient of the 2017 Clerk of the Year Award presented by the Justice of the Peace and Constable's Association of Texas.
23. Discuss, consider and take appropriate action on recognizing Williamson County EMS Captain Danny Johns as the recipient of the CARES (Cardiac Arrest Registry to Enhance Survival) Excellence Award.
24. Discuss, consider and take appropriate action on the Department of Infrastructure projects and issues update.
25. Discuss, consider, and take appropriate action regarding the Standard Utility Agreement with Frontier Communication for utility relocations on the Ronald Reagan at IH 35 Bridge Replacement Project, a Road Bond Project in Commissioner Precinct 3.
26. Discuss, consider, and take appropriate action regarding the Utility Agreement with Atmos Energy for utility relocations on the CR 110 Middle Project, a Road Bond Project in Commissioner Precinct 4.
27. Discuss, consider and take appropriate action on an Amendment No. 2 to Williamson County Contract for Engineering Design Services for the repair of San Gabriel Ranch Road, being dated April 7, 2016, (the "Contract") by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Freese and Nichols, Inc. (the "Engineer").
28. Discuss, consider and take appropriate action on a Real Estate Contract with Mustang Self Sotrage, LLC for right of way needed on CR 110 Middle (Parcel 4M).
29. Discuss, consider and take appropriate action on a Letter Agreement with the Leschber Family Trust for donating needed right of way for the the expansion along CR 234 and CR 146.

30. Discuss, consider and take appropriate action on an Interlocal Agreement Between the Texas Department of Motor Vehicles and Williamson County to conduct and participate in a County Scofflaw Program for Williamson County.
31. Discuss, consider and take appropriate action on a Memorandum of Understanding Between Williamson County and McCreary, Veselka, Bragg and Allen, P.C. (MVBA) setting forth the roles and responsibilities in relation to MVBA's assistance with Williamson County's Scofflaw Program.
32. Discuss, consider and take appropriate action on the Interlocal Cooperation Agreement for the Procurement of Consulting Services Related to the Assessment of Fair Housing between the City of Austin, City of Round Rock, City of Pflugerville, Travis County and local area Housing Authorities.
33. Discuss, consider and take appropriate action on approving the affiliation agreement between Williamson County EMS and Seton Family of Hospitals d/b/a Dell Children's Medical Center.
34. Discuss, consider and take appropriate action on second renewal contract amendment with Constable Precinct Two and the Texas Workforce Commission, Contract Number 2916PEN010, with an effective date of September 1, 2017 and end date of August 31, 2018.
35. Discuss, consider and take appropriate action to terminate software and collection-related services contract for Williamson County Justice of the Peace, Pct. 1 with I-Plow.com, LLC and authorize County Judge to sign notice of termination.
36. Discuss, consider, and take appropriate action on awarding Aggregates Delivered-to-Site for a term of one (1) year to Industrial Asphalt & Aggregate, per the lowest responsive quote received, pursuant to Texas Local Gov't Code, Section 262.0225(d) and Section 262.0245.
37. Discuss, consider, and take appropriate action on approving Supplemental Agreement #1 between Brinkley Sargent Wiginton Architects, Inc. and Williamson County for architect and engineering services in the not-to-exceed-amount of \$13,532.00, and authorizing the execution of the agreement.
38. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for Wilco Annex & Children's Advocacy Center Fog Seal, under IFB # 1707-173.
39. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for Aggregate and Materials Hauling Services, under IFB # 1707-177.
40. Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed proposals for Interpretive Planning & Exhibits for the River Ranch County Park Interpretive Center, under RFP # 1707-176.
41. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues for the County Sheriff:

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.364100	Insurance Reimbursements	\$42,505.47

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

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0560.005700	Vehicles > \$5,000	\$42,505.47

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)."

43. 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
 - f) Texas State Gold Depository
44. 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 N. 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 Easement interests for the Brushy Creek Trail Project.
 - k) Discuss acquisition of property located at NEC of Toll 130 and Gattis School Rd.
 - l) Discuss the acquisition of a drainage easement for CR 108.
 - m) Discuss easement acquisitions from San Gabriel River Ranch Subdivision.
 - n) Discuss the acquisition of real property for CR 258.
 - o) Discuss the acquisition of real property for Seward Junction SE Loop.
 - p) Discuss the acquisition of real property for US 183.
 - q) Discuss the acquisition of real property for Hairy Man Rd.
 - r) Discuss the acquisition of real property for SW Bypass.
 - s) Discuss the acquisition of real property for Crossroad Acres.
 - t) Discuss proposed acquisition of real property on CR 138.
 - u) Discuss proposed acquisition of real property at Highland Springs Lane.
 - v) Discuss Somerset Road Districts No. 3 & 4 reimbursements for acquisition & construction of Reagan Blvd.

- x) Discuss the acquisition of real property- Condra Funeral Home- Taylor, Texas
- y) Discuss the acquisition of real property- S&D Plumbing- Taylor, Texas
- z) Discuss the acquisition of Real Estate for Tower Site.

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 possible sale or exchange of property at 350 Exchange Boulevard, Hutto, Texas
- j) Discuss possible sale of +/- 10 acres located on Chandler Road near the County Sheriff's Office Training Facility
- k) Discuss possible sale/disposition of a portion of CR 117.

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

- 45.** 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) Discuss proposed acquisition of property for SW 183 and SH 29 Loop
- l) Civil Action; American Stewards of Liberty, et al. v. Sally Jewell, et al., In the Western District Court, Western District of Texas, Austin Division
- m) Berry Springs Park and Preserve pipeline
- n) 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
Commissary and the Williamson County Sheriff, In the United States District Court for the Western District of Texas – Austin Division
- o) Law relating requests for the closure, abandonment or vacation of roadway(s) in the Woodland Park Subdivision.
- p) Requirements relating to grant of easement to Lone Star Regional Water Authority on Hwy 95
- q) Case No. 1:17-cv-00290, Rodney A. Hurdsman v. Williamson County Sheriff Deputies Pokluda et al, In The United States District Court For The Western District of Texas – Austin Division.
- r) Billing Adjustments – EMS

46. 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).
47. 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)

48. Discuss and take appropriate action concerning economic development.
49. Discuss and take appropriate action concerning real estate.
50. 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) Discuss proposed acquisition of property for SW 183 and SH 29 Loop
 - l) Civil Action; American Stewards of Liberty, et al. v. Sally Jewell, et al., In the Western District Court, Western District of Texas, Austin Division
 - m) Berry Springs Park and Preserve pipeline
 - n) 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
 - o) Law relating requests for the closure, abandonment or vacation of roadway(s) in the Woodland Park Subdivision.
 - p) Requirements relating to grant of easement to Lone Star Regional Water Authority on Hwy 95
 - q) Case No. 1:17-cv-00290, Rodney A. Hurdsmen v. Williamson County Sheriff Deputies Pokluda et al, In The United States District Court For The Western District of Texas – Austin Division.
 - r) Billing Adjustments – EMS
51. 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.
52. Comments from Commissioners.

- 53.** Discuss, consider and take appropriate action on an Interlocal Agreement between Williamson County and the City of Georgetown Regarding the Sharing of Costs to Design and Construct Certain Sections of the Georgetown Inner Loop.

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:** 07/25/2017

Line Item Transfer

Submitted By: Michael Pendley, Constable Pct. #1**Department:** Constable Pct. #1**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on a line item transfer for Constable Pct 1

Background

Moving money to purchase office furniture due to recent space changes.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0551.005730	Radio Equipment >\$5000	3500.00
To	0100.0551.003005	Office Furniture	3500.00

Attachments*No file(s) attached.*

Form Review**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Michael Pendley

Final Approval Date: 07/13/2017

Reviewed By

Wendy Coco

Ashlie Koenig

Date

07/13/2017 03:05 PM

07/13/2017 03:16 PM

Started On: 07/13/2017 02:58 PM

Commissioners Court - Regular Session**6.****Meeting Date:** 07/25/2017

Line Item Transfer

Submitted For: Judy Hobbs**Submitted By:** Jessica Schmidt, J.P. Pct. #4**Department:** J.P. Pct. #4**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider, and take appropriate action on a line item transfer for Justice of the Peace, Precinct #4.

Background

Autopsy transport funds have been exhausted for FY 17. We currently have several invoices to be paid and several more from this past week and on call weekend. The budget line item transfer from 01.0100.0454.004190 Autopsies to 01.0100.0454.004192 Autopsy Transportation is to cover the outstanding invoices and to get through the remainder of the year.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0454.004190	Autopsies	\$11,900.00
To	0100.0454.004192	Autopsies/Transportation	\$11,900.00

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Jessica Schmidt

Final Approval Date: 07/20/2017

Reviewed By

Wendy Coco

Ashlie Koenig

Date

07/20/2017 08:46 AM

07/20/2017 10:26 AM

Started On: 07/14/2017 09:12 PM

Commissioners Court - Regular Session**7.****Meeting Date:** 07/25/2017

Non-Departmental LIT 07-25-2017

Submitted For: Melanie Denny**Submitted By:** Angela Schmidt, County Auditor**Department:** County Auditor**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on a line item transfer for Non – Departmental.

Background

The county has three tax increment financing agreements with Georgetown, Leander and Taylor. Budget is based on preliminary assessed values in April. The certified values are not finalized until July. The certified values were higher than expected. Additional budget is needed to pay invoice per the agreement.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0409.004998	Contingencies	\$10,419.22
To	0100.0409.004604	PYMTS to TIF/TIRZ	\$10,419.22

Attachments*No file(s) attached.*

Form Review**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Angela Schmidt

Final Approval Date: 07/20/2017

Reviewed By

Wendy Coco

Ashlie Koenig

Date

07/20/2017 08:46 AM

07/20/2017 10:27 AM

Started On: 07/19/2017 01:48 PM

Commissioners Court - Regular Session**8.****Meeting Date:** 07/25/2017

Debt Service LIT 07-25-2017

Submitted For: Melanie Denny**Submitted By:** Angela Schmidt, County Auditor**Department:** County Auditor**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on a line item transfer for Debt Service.

Background

The county has three tax increment financing agreements with Georgetown, Leander and Taylor. Budget is based on preliminary assessed values in April. The certified values are not finalized until July. The certified values were higher than expected. Additional budget is needed to pay invoice per the agreement.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0600.0600.006901	Debt Defeasance	\$40,339.00
To	0600.0600.004604	PYMTS to TIF/TIRZ	\$40,339.00

Attachments*No file(s) attached.*

Form Review**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Angela Schmidt

Final Approval Date: 07/20/2017

Reviewed By

Wendy Coco

Ashlie Koenig

Date

07/20/2017 08:46 AM

07/20/2017 10:27 AM

Started On: 07/19/2017 01:52 PM

Commissioners Court - Regular Session**9.****Meeting Date:** 07/25/2017

Line Item Transfer for County Sheriff

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

Information**Agenda Item**

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

Background

On June 13, 2017, the Commissioners Court approved the Professional Services Agreement for Training and Traumatic Event Response for the Sheriff's Office between Williamson County and Tania Glenn & Associates, PA. This transfer will move the funding for these psychological services into the Professional Services line item.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0560.004210	Internet/Email Service	\$13,000.00
From	0100.0560.005000	Capital Outlay > \$5,000	\$6,000.00
From	0100.0560.003008	Law Enforcement Equipment	\$5,000.00
To	0100.0560.004100	Professional Services	\$24,000.00

Attachments*No file(s) attached.*

Form Review**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Starla Hall

Final Approval Date: 07/20/2017

Reviewed By

Wendy Coco

Ashlie Koenig

Date

07/20/2017 11:36 AM

07/20/2017 11:40 AM

Started On: 07/20/2017 10:37 AM

Commissioners Court - Regular Session**10.****Meeting Date:** 07/25/2017

Line Item Transfer for County Sheriff Overtime

Submitted For: Julie Kiley**Submitted By:** Julie Kiley, County Auditor**Department:** County Auditor**Agenda Category:** Consent

Information**Agenda Item**

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

Background

Working with Sheriff's Office management this is the amount of funds needed to get through the remainder of the fiscal year for overtime.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0409-004998	Contingencies	\$140,000.00
To	0100-0560-001110	Overtime	\$140,000.00

Attachments*No file(s) attached.*

Form Review**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Julie Kiley

Final Approval Date: 07/20/2017

Reviewed By

Wendy Coco

Ashlie Koenig

Date

07/20/2017 11:48 AM

07/20/2017 11:50 AM

Started On: 07/20/2017 11:37 AM

Commissioners Court - Regular Session**11.****Meeting Date:** 07/25/2017

Compensation Items

Submitted For: Tara Raymore**Submitted By:** Kristy Sutton, Human Resources**Department:** Human Resources**Agenda Category:** Consent

Information**Agenda Item**

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

Background

See attached documentation for details.

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsComp Item

Form Review**Inbox**

Human Resources (Originator)

County Judge Exec Asst.

Form Started By: Kristy Sutton

Final Approval Date: 07/20/2017

Reviewed By

Kristy Sutton

Rebecca Clemons

Date

07/20/2017 12:43 PM

07/20/2017 12:47 PM

Started On: 07/20/2017 10:34 AM

Department	PCN	EE ID	Budget Amount	*Requested Amount	Change Amount	% Change	Reason for Change	Available Funds	Earliest Oracle Effective Date
County Court at Law 1	0698	02809	\$98,376.53	\$99,360.28960	\$983.76	1.00%	Merit	Unallocated	7/14/2017
County Court at Law 1	0697	10073	\$69,628.00	\$70,324.28	\$696.28	1.00%	Merit	Unallocated	7/14/2017
EMS	0839	Vacant	\$34,109.07	\$34,791.27	\$682.20	2.00%	increase vacant position salary; bring to minimum of grade	Unallocated	7/14/2017
Purchasing	1220	13786	\$52,499.98	\$53,024.92	\$524.94	1.00%	Merit	Unallocated	7/14/2017
Purchasing	1701	14104	\$47992.01	\$49431.76	\$1,439.75	3.00%	Merit	Unallocated	7/14/2017
Purchasing	1696	14126	\$38574.35	\$39731.58	\$1,157.23	3.00%	Merit	Unallocated	7/14/2017
Juvenile Grant	1025	Vacant	\$39,000.00	\$40,499.99	\$1,499.99	3.85%	increase vacant position salary	Unallocated	7/21/2017
Juvenile Grant	1031	Vacant	\$40,434.12	\$45,150.00	\$4,715.88	11.66%	increase vacant position salary	Unallocated	7/21/2017
Juvenile Grant	1036	13101	\$43,860.01	\$44,737.20	\$877.19	2.00%	Merit	Unallocated	7/28/2017
Juvenile Grant	1035	03437	\$51,398.04	\$51,912.04	\$514.00	1.00%	Merit	Unallocated	7/28/2017
Juvenile Grant	1034	13517	\$43,000.01	\$45,150.00	\$2,149.99	5.00%	Merit	Unallocated	7/28/2017
Juvenile Grant	1033	13229	\$40,419.39	\$40,823.58	\$404.19	1.00%	Merit	Unallocated	7/28/2017
Juvenile Grant	1049	13228	\$46,280.00	\$46,742.80	\$462.80	1.00%	Merit	Unallocated	7/28/2017
Juvenile Grant	1162	13100	\$50,440.00	\$50,944.40	\$504.40	1.00%	Merit	Unallocated	7/28/2017
Juvenile Grant	1664	11997	\$50,618.88	\$51,125.10	\$506.22	1.00%	Merit	Unallocated	7/28/2017
Juvenile Grant	1042	11912	\$41,126.13	\$41,537.39	\$411.26	1.00%	Merit	Unallocated	7/28/2017
Juvenile Grant	1044	11459	\$41,135.32	\$41,546.69	\$411.37	1.00%	Merit	Unallocated	7/28/2017
Juvenile Grant	1037	11067	\$47,999.96	\$48,479.95	\$479.99	1.00%	Merit	Unallocated	7/28/2017
Juvenile Grant	1038	10209	\$55,405.23	\$55,959.28	\$554.05	1.00%	Merit	Unallocated	7/28/2017
Juvenile Services	1150	11524	\$47,590.40	\$48,066.30	\$475.90	1.00%	Merit	Unallocated	7/28/2017
Juvenile Services	1129	13583	\$36,895.54	\$37,264.49	\$368.95	1.00%	Merit	Unallocated	7/28/2017
Juvenile Services	1084	13226	\$38,755.07	\$39,142.63	\$387.56	1.00%	Merit	Unallocated	7/28/2017
Juvenile Services	1155	12374	\$39,334.13	\$40,120.81	\$786.68	2.00%	Merit	Unallocated	7/28/2017
Juvenile Services	1173	12841	\$35,584.64	\$35,940.49	\$355.85	1.00%	Merit	Unallocated	7/28/2017
Juvenile Services	1076	13686	\$35,476.48	\$35,831.24	\$354.76	1.00%	Merit	Unallocated	7/28/2017
Juvenile Services	1146	13631	\$42,182.40	\$42,604.22	\$421.82	1.00%	Merit	Unallocated	7/28/2017
Juvenile Services	1087	10899	\$41,135.32	\$41,546.69	\$411.37	1.00%	Merit	Unallocated	7/28/2017
Juvenile Services	1082	13519	\$36,895.54	\$37,264.49	\$368.95	1.00%	Merit	Unallocated	7/28/2017
Juvenile Services	1175	12151	\$43,346.33	\$43,779.80	\$433.47	1.00%	Merit	Unallocated	7/28/2017
Juvenile Services	1157	13530	\$40,419.39	\$40,823.58	\$404.19	1.00%	Merit	Unallocated	7/28/2017
Juvenile Services	1093	11469	\$42,192.91	\$42,614.83	\$421.92	1.00%	Merit	Unallocated	7/28/2017
Juvenile Services	1174	03115	\$49,074.70	\$49,565.46	\$490.76	1.00%	Merit	Unallocated	7/28/2017
Juvenile Services	1051	11131	\$40,257.54	\$40,660.13	\$402.59	1.00%	Merit	Unallocated	7/28/2017
Juvenile Services	1135	12987	\$36,186.01	\$36,909.72	\$723.71	2.00%	Merit	Unallocated	7/28/2017

Department	PCN	EE ID	Budget Amount	*Requested Amount	Change Amount	% Change	Reason for Change	Available Funds	Earliest Oracle Effective Date
Juvenile Services	1105	14041	\$34,112.00	\$35,817.60	\$1,705.60	5.00%	Merit	Unallocated	7/28/2017
Juvenile Services	1086	12072	\$39,152.82	\$39,544.34	\$391.52	1.00%	Merit	Unallocated	7/28/2017
Juvenile Services	1152	13677	\$40,560.00	\$40,965.60	\$405.60	1.00%	Merit	Unallocated	7/28/2017
Juvenile Services	1050	04646	\$38,760.74	\$39,148.35	\$387.61	1.00%	Merit	Unallocated	7/28/2017
Juvenile Services	1095	12019	\$41,135.32	\$41,546.69	\$411.37	1.00%	Merit	Unallocated	7/28/2017
Juvenile Services	1132	3336	\$48,434.51	\$48,918.85	\$484.34	1.00%	Merit	Unallocated	7/28/2017
Juvenile Services	1091	11113	\$41,381.50	\$41,795.31	\$413.81	1.00%	Merit	Unallocated	7/28/2017
Juvenile Services	1056	10767	\$33,872.86	\$34,211.59	\$338.73	1.00%	Merit	Unallocated	7/28/2017
Juvenile Services	1121	14039	\$34,112.00	\$35,817.60	\$1,705.60	5.00%	Merit	Unallocated	7/28/2017
Juvenile Services	1096	13537	\$36,895.54	\$37,264.49	\$368.95	1.00%	Merit	Unallocated	7/28/2017
Juvenile Services	1123	14127	\$34,112.00	\$35,817.60	\$1,705.60	5.00%	Merit	Unallocated	7/28/2017
Juvenile Services	1054	05804	\$35,589.79	\$35,945.69	\$355.90	1.00%	Merit	Unallocated	7/28/2017
Juvenile Services	1149	05820	\$49,422.46	\$49,916.69	\$494.23	1.00%	Merit	Unallocated	7/28/2017
Juvenile Services	1064	14132	\$43,000.10	\$45,150.04	\$2,149.94	5.00%	Merit	Unallocated	7/28/2017
Juvenile Services	1120	05580	\$41,381.51	\$42,209.15	\$827.64	2.00%	Merit	Unallocated	7/28/2017
Juvenile Services	1159	13211	\$44,720.01	\$45,167.20	\$447.19	1.00%	Merit	Unallocated	7/28/2017
Juvenile Services	1109	05069	\$42,192.91	\$42,614.83	\$421.92	1.00%	Merit	Unallocated	7/28/2017
Juvenile Services	1163	12755	\$40,560.00	\$40,965.60	\$405.60	1.00%	Merit	Unallocated	7/28/2017
Juvenile Services	1134	13269	\$37,264.49	\$37,637.14	\$372.65	1.00%	Merit	Unallocated	7/28/2017
Juvenile Services	1066	13804	\$35,476.48	\$35,831.24	\$354.76	1.00%	Merit	Unallocated	7/28/2017
Juvenile Services	1092	12829	\$38,262.16	\$38,644.78	\$382.62	1.00%	Merit	Unallocated	7/28/2017
Juvenile Services	1078	11229	\$40,344.26	\$41,151.16	\$806.90	2.00%	Merit	Unallocated	7/28/2017
Juvenile Services	1106	13426	\$37,264.49	\$37,637.14	\$372.65	1.00%	Merit	Unallocated	7/28/2017
Juvenile Services	1137	05472	\$48,933.12	\$49,422.46	\$489.34	1.00%	Merit	Unallocated	7/28/2017
Juvenile Services	1700	12776	\$43,264.00	\$43,696.64	\$432.64	1.00%	Merit	Unallocated	7/28/2017
Juvenile Services	1116	13484	\$36,895.54	\$37,264.49	\$368.95	1.00%	Merit	Unallocated	7/28/2017
Juvenile Services	1130	13212	\$36,895.54	\$37,264.49	\$368.95	1.00%	Merit	Unallocated	7/28/2017
Juvenile Services	1055	11692	\$37,618.39	\$37,994.57	\$376.18	1.00%	Merit	Unallocated	7/28/2017
Juvenile Services	1147	13358	\$36,895.54	\$37,264.49	\$368.95	1.00%	Merit	Unallocated	7/28/2017
Juvenile Services	1032	13118	\$45,427.20	\$45,881.47	\$454.27	1.00%	Merit	Unallocated	7/28/2017
Juvenile Services	1119	13967	\$34,112.00	\$35,817.60	\$1,705.60	5.00%	Merit	Unallocated	7/28/2017
Juvenile Services	1112	13758	\$35,476.48	\$35,831.24	\$354.76	1.00%	Merit	Unallocated	7/28/2017
Juvenile Services	1075	13267	\$36,186.01	\$36,547.87	\$361.86	1.00%	Merit	Unallocated	7/28/2017
Juvenile Services	1074	13684	\$35,476.48	\$35,831.24	\$354.76	1.00%	Merit	Unallocated	7/28/2017
Juvenile Services	1118	12245	\$40,718.93	\$41,126.11	\$407.18	1.00%	Merit	Unallocated	7/28/2017
Juvenile Services	1094	13525	\$36,895.54	\$37,264.49	\$368.95	1.00%	Merit	Unallocated	7/28/2017

Department	PCN	EE ID	Budget Amount	*Requested Amount	Change Amount	% Change	Reason for Change	Available Funds	Earliest Oracle Effective Date
Juvenile Services	1131	12541	\$36,199.05	\$36,561.03	\$361.98	1.00%	Merit	Unallocated	7/28/2017
Juvenile Services	1073	11104	\$39,369.47	\$39,763.17	\$393.70	1.00%	Merit	Unallocated	7/28/2017
Juvenile Services	1115	14052	\$34,112.00	\$35,817.60	\$1,705.60	5.00%	Merit	Unallocated	7/28/2017
Juvenile Services	1158	13521	\$46,508.80	\$46,973.89	\$465.09	1.00%	Merit	Unallocated	7/28/2017
Juvenile Services	1085	11075	\$40,141.42	\$40,542.84	\$401.42	1.00%	Merit	Unallocated	7/28/2017
Juvenile Services	1160	12877	\$47,590.40	\$48,066.30	\$475.90	1.00%	Merit	Unallocated	7/28/2017
Juvenile Services	1107	13566	\$36,895.54	\$37,264.49	\$368.95	1.00%	Merit	Unallocated	7/28/2017
Juvenile Services	1058	13481	\$33,745.92	\$34,083.38	\$337.46	1.00%	Merit	Unallocated	7/28/2017
Juvenile Services	1053	12458	\$34,611.20	\$34,957.31	\$346.11	1.00%	Merit	Unallocated	7/28/2017
Juvenile Services	1139	12734	\$46,280.00	\$46,742.80	\$462.80	1.00%	Merit	Unallocated	7/28/2017
Juvenile Services	1083	13550	\$35,476.48	\$35,831.24	\$354.76	1.00%	Merit	Unallocated	7/28/2017
Juvenile Services	1101	04845	\$52,696.94	\$53,223.91	\$526.97	1.00%	Merit	Unallocated	7/28/2017
Juvenile Services	1099	12390	\$46,280.00	\$46,742.80	\$462.80	1.00%	Merit	Unallocated	7/28/2017
Juvenile Services	1052	11437	\$36,846.17	\$37,214.63	\$368.46	1.00%	Merit	Unallocated	7/28/2017
Juvenile Services	1110	05368	\$37,786.43	\$38,164.30	\$377.87	1.00%	Merit	Unallocated	7/28/2017
Juvenile Services	1138	10908	\$46,280.00	\$46,742.80	\$462.80	1.00%	Merit	Unallocated	7/28/2017
Juvenile Services	1057	11525	\$35,589.79	\$35,945.69	\$355.90	1.00%	Merit	Unallocated	7/28/2017
Juvenile Services	1077	14117	\$34,112.00	\$35,817.60	\$1,705.60	5.00%	Merit	Unallocated	7/28/2017
Juvenile Services	1178	11400	\$48,851.09	\$49,339.60	\$488.51	1.00%	Merit	Unallocated	7/28/2017
Juvenile Services	1133	05212	\$42,192.91	\$42,614.83	\$421.92	1.00%	Merit	Unallocated	7/28/2017
Juvenile Services	1100	10598	\$48,867.51	\$49,356.20	\$488.69	1.00%	Merit	Unallocated	7/28/2017
Juvenile Services	1059	04517	\$34,178.56	\$34,520.35	\$341.79	1.00%	Merit	Unallocated	7/28/2017
Juvenile Services	1179	05471	\$45,410.67	\$45,864.77	\$454.10	1.00%	Merit	Unallocated	7/28/2017
Juvenile Services	1026	14086	\$43,000.10	\$45,150.04	\$2,149.94	5.00%	Merit	Unallocated	7/28/2017
Juvenile Services	1154	12735	\$44,713.34	\$45,160.48	\$447.14	1.00%	Merit	Unallocated	7/28/2017
Juvenile Services	1125	13886	\$34,112.00	\$35,817.60	\$1,705.60	5.00%	Merit	Unallocated	7/28/2017
Juvenile Services	1088	10900	\$41,135.32	\$41,546.69	\$411.37	1.00%	Merit	Unallocated	7/28/2017
Juvenile Services	1117	13508	\$36,895.54	\$37,264.49	\$368.95	1.00%	Merit	Unallocated	7/28/2017
Juvenile Services	1140	03862	\$54,030.01	\$54,570.32	\$540.31	1.00%	Merit	Unallocated	7/28/2017
Juvenile Services	1079	13915	\$34,112.00	\$35,817.60	\$1,705.60	5.00%	Merit	Unallocated	7/28/2017
Juvenile Services	1113	13892	\$34,112.00	\$35,817.60	\$1,705.60	5.00%	Merit	Unallocated	7/28/2017
Juvenile Services	1153	13674	\$44,720.00	\$45,167.20	\$447.20	1.00%	Merit	Unallocated	7/28/2017
Juvenile Services	1098	11288	\$46,280.00	\$46,742.80	\$462.80	1.00%	Merit	Unallocated	7/28/2017
Juvenile Services	1080	13723	\$35,476.48	\$35,831.24	\$354.76	1.00%	Merit	Unallocated	7/28/2017
Juvenile Services	1070	13803	\$35,476.48	\$35,831.24	\$354.76	1.00%	Merit	Unallocated	7/28/2017

Department	PCN	EE ID	Budget Amount	*Requested Amount	Change Amount	% Change	Reason for Change	Available Funds	Earliest Oracle Effective Date
Juvenile Services	1067	10863	\$40,344.26	\$40,747.70	\$403.44	1.00%	Merit	Unallocated	7/28/2017
Juvenile Services	1172	05323	\$38,391.61	\$38,775.53	\$383.92	1.00%	Merit	Unallocated	7/28/2017

*Amount may vary slightly due to Oracle rounding

Commissioners Court - Regular Session**12.****Meeting Date:** 07/25/2017

June 2017 Treasurer's Report

Submitted For: David Heselmeyer**Submitted By:** David Heselmeyer, County Treasurer**Department:** County Treasurer**Agenda Category:** Consent

Information**Agenda Item**

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

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsTR Report 06-2017

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: David Heselmeyer

Final Approval Date: 07/19/2017

Reviewed By

Wendy Coco

Date

07/19/2017 07:57 AM

Started On: 07/18/2017 04:22 PM

TREASURER'S REPORT ON THE WILLIAMSON COUNTY FINANCES

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

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

IN ACCORDANCE with Section 114.026, Local Government Code, we the undersigned, constituting the entire Commissioners Court of said County, certify that on the _____ day of _____, 2017, at the Regular term of Court, we compared and examined the monthly report of D. SCOTT HESELMAYER, Treasurer of Williamson County, Texas, for **June 2017**, and finding the same correct, entered an order in the Minutes approving said Report, which states total cash and other assets on hand as \$480,120,547.40.

Dan A. Gattis, County Judge

Terry Cook, Commissioner Pct. 1

Cynthia Long, Commissioner Pct. 2

Valerie Covey, Commissioner Pct. 3

Larry Madsen, Commissioner Pct. 4

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

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

By: Deputy

AGENDA DATE _____ AGENDA NUMBER _____

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

Date: 13-JUL-17 16:05:46
Page: 1

Currency: USD
Entity=01 (Williamson County)

	Beginning Balance	Receipts	Disbursements	Ending Balance
General Operating				
Cash	(1,609,593.56)	127,688,238.46	129,978,536.03	(3,899,891.13)
Investments - TexPool	65,415,811.05	1,455,548.62	5,847,607.12	61,023,752.55
Investments	315,407,655.37	42,155,132.64	45,060,055.76	312,502,732.25
Investments - Logic	111,929,958.23	50,376,125.89	55,192,288.68	107,113,795.44
Total General Operating	491,143,831.09	221,675,045.61	236,078,487.59	476,740,389.11
Payroll Fund				
Cash	1,557,298.66	11,978,731.37	11,985,763.12	1,550,266.91
Total Payroll Fund	1,557,298.66	11,978,731.37	11,985,763.12	1,550,266.91
SO Commissary Fund				
Cash	1,322,516.78			1,322,516.78
Investments - Texpool	507,374.60			507,374.60
Total SO Commissary Fund	1,829,891.38			1,829,891.38
Grand Total	494,531,021.13	233,653,776.98	248,064,250.71	480,120,547.40
	=====	=====	=====	=====

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

Date: 13-JUL-17 16:05:47

Page: 1

Currency: USD
Entity=01 (Williamson County)

Object Fund	Beginning Balance	Receipts	Disbursements	Ending Balance
101000 0100 GENERAL FUND	(9,399,890.11)	54,146,957.01	57,734,446.19	(12,987,379.29)
101000 0200 ROAD & BRIDGE GENERAL FUND	844,165.18	3,949,879.92	4,928,672.24	(134,627.14)
101000 0205 RD & BRIDGE SPECIAL PROJECTS	(9,125.68)	1,000.00	500.00	(8,625.68)
101000 0231 CAMPO PERSONNEL FUND	(530,013.86)	112,691.41	97,353.48	(514,675.93)
101000 0250 PASS THRU FUNDING PROGRAM	(341.91)	7,953,666.67	7,954,008.78	(684.02)
101000 0313 WM-CITY OF HUTTO & HUTTO ISD	582,798.35			582,798.35
101000 0340 TOBACCO FUND	293,830.69	12,500.00	12,500.00	293,830.69
101000 0350 LAW LIBRARY FUND	25,254.14	39,082.60	27,790.37	36,546.37
101000 0353 JP #3 TEEN COURT PROGRAM	986.00		503.85	482.15
101000 0355 COURT REPORTER SERVICE FUND	107,683.66	18,671.30	13,870.65	112,484.31
101000 0360 COURTHOUSE SECURITY FUND	121,843.66	39,853.64	53,846.53	107,850.77
101000 0361 JP SECURITY FUND	134,200.67	2,934.31	1,504.14	135,630.84
101000 0364 PRETRIAL PREVENTION PROGRAMS	23,745.00	38,385.00	32,490.00	29,640.00
101000 0365 CHILD SAFETY FUND	62,077.15	111,736.97	56,014.17	117,799.95
101000 0366 CHILD ABUSE PREVENTION FUND	328.53	22.64	11.32	339.85
101000 0367 JP #3 TRUANCY PROGRAM FD	104,290.24	8,819.20	6,462.53	106,646.91
101000 0368 JP #2 TRUANCY PROGRAM FD	72,860.82	1,691.52	845.76	73,706.58
101000 0369 JP #4 TRUANCY PROGRAM FD	96,320.73	4,819.50	2,409.75	98,730.48
101000 0370 ALTERNATE DISPUTE RESOLUTION FUND	82,428.48	3,734.16	1,871.58	84,291.06
101000 0371 JUV DELIQ PREV FD-GRAFFITI	8,169.67			8,169.67
101000 0372 JUSTICE COURT TECHNOLOGY FUND	(44,733.23)	11,815.69	11,259.32	(44,176.86)
101000 0373 JP #1 TRUANCY PROGRAM FD	28,404.55	888.74	439.44	28,853.85
101000 0374 CTY & DIST CT TECHNOLOGY FUND	80,061.04	1,758.28	879.14	80,940.18
101000 0375 ELECTION SRVS CONTRACT FD	256,837.20	21,517.56	20,159.31	258,195.45
101000 0376 SURPLUS ELECTIONS CONTRACT FUND	291,185.07		8,644.20	282,540.87
101000 0377 ELECTION CHAPTER 19 FUND			1,890.00	(1,890.00)
101000 0378 ELECTION HAVA - TITLE II	552,276.40			552,276.40
101000 0380 PROBATE COURT FUND	50,162.48	2,610.38	1,914.72	50,858.14
101000 0381 GUARDIANSHIP FUND	114,240.99	4,840.00	2,420.00	116,660.99
101000 0382 SPECIALITY COURTS FUND	130,220.32	1,592.00	781.00	131,031.32
101000 0384 RCDS ARCHIVE FUND - CO CLERK	343,596.91	107,370.00	105,598.60	345,368.31
101000 0385 RCDS MGMT/PRSRV FD-CO CLRK	586,555.13	224,248.42	168,545.83	642,257.72
101000 0386 RCDS MGMT/PRSRV FD-DIST CLRK	198,120.77	5,257.62	2,910.19	200,468.20
101000 0387 RCDS TECHNOLOGY FUND-DIST CLK	290,704.71	10,141.12	6,475.19	294,370.64
101000 0388 COURT RCDS PRESERVATION FUND	521,188.99	13,947.50	7,579.15	527,557.34
101000 0390 RCDS MGMT/PRSRV FD-CO WIDE	145,590.39	17,958.26	10,022.07	153,526.58
101000 0399 STATE AGENCY FUND	499,266.10	557,298.95	278,816.69	777,748.36
101000 0406 CO ATTY HOT CHECK FUND	17,697.48	2,936.82	1,468.41	19,165.89
101000 0407 D/A WELFARE FRAUD FUND	1,338.50			1,338.50
101000 0408 D/A ASSET FORFEITURES	127,766.92	11,336.52	6,662.01	132,441.43
101000 0410 CO SHRF ASSET FORFEITURES	487,575.23	80,687.84	43,365.26	524,897.81
101000 0490 EMPLOYEE FUND	61,345.86	1,164.32	701.40	61,808.78
101000 0503 OUT OF ST/ICE INMATE BILL FD		5,802,883.26	4,323,627.61	1,479,255.65
101000 0507 WC RADIO COMMUNICATION SYSTEM	259,457.75	97,703.96	73,497.49	283,664.22
101000 0508 WMSN CO CONSERVATION FUND	464,030.25	1,800.00	30,147.16	435,683.09
101000 0515 APPELLATE JUDICIAL SYS FD	3,432.47	6,507.78	6,693.86	3,246.39
101000 0545 REGIONAL ANIMAL SHELTER	335,581.77	46,290.18	134,533.72	247,338.23
101000 0546 REG ANIMAL SHELTER DONATION FUND	507,294.39	28,864.94	24,520.71	511,638.62

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

Date: 13-JUL-17 16:05:47

Page: 2

Currency: USD

Entity=01 (Williamson County)

Object Fund	Beginning Balance	Receipts	Disbursements	Ending Balance
101000 0571 JJAEP TIER II FUNDING	363,699.36		10,476.23	353,223.13
101000 0600 DEBT SERVICE-COUNTY WIDE	50,002.42	594,154.86	606,647.13	37,510.15
101000 0636 WC HISTORICAL COMMISSION PROGRAM FUND	6,918.72		192.49	6,726.23
101000 0777 CAPITAL PROJECTS FUND	(119,858.26)	50,218,631.30	49,626,574.95	472,198.09
101000 0831 831 CAMPO OPERATING	(435,723.92)	579,290.52	455,478.06	(311,911.46)
101000 0852 AVERY RANCH FUND	585.73	3,218.60	3,644.74	159.59
101000 0854 PEARSON PLACE RD DIST DEBT SERVICE FUND		768.20	768.20	
101000 0875 SO COMMISSARY FUND	1,322,516.78			1,322,516.78
101000 0880 PAYROLL FUND	1,557,298.66	11,978,731.37	11,985,763.12	1,550,266.91
101000 0882 FLEET MAINTENANCE	810,979.33	271,874.48	251,428.29	831,425.52
101000 0885 WSMN CO BENEFITS FUND	(438,841.17)	2,109,012.83	2,084,904.11	(414,732.45)
101000 0888 FIDUCIARY FUNDS	100,000.00			100,000.00
101000 0999 INDIRECT PROJECTS/GRANTS PD	(878,165.62)	403,421.68	739,768.01	(1,214,511.95)
Total Cash	1,270,221.88	139,666,969.83	141,964,299.15	(1,027,107.44)
151000 0100 GENERAL FUND	870.15	239.81		1,109.96
151000 0200 ROAD & BRIDGE GENERAL FUND	24,686.26	17.92		24,704.18
151000 0340 TOBACCO FUND	8,487.17	6.18		8,493.35
151000 0350 LAW LIBRARY FUND	303,398.91	219.87		303,618.78
151000 0355 COURT REPORTER SERVICE FUND	1,095,109.01	793.60		1,095,902.61
151000 0360 COURTHOUSE SECURITY FUND	128,646.77	93.25		128,740.02
151000 0365 CHILD SAFETY FUND	366,182.97	265.17	238.97	366,209.17
151000 0370 ALTERNATE DISPUTE RESOLUTION FUND	221,736.24	160.69		221,896.93
151000 0372 JUSTICE COURT TECHNOLOGY FUND	465,576.17	337.41		465,913.58
151000 0384 RCDS ARCHIVE FUND - CO CLERK	1,920,942.58	1,392.09		1,922,334.67
151000 0385 RCDS MGMT/PRSRV FD-CO CLRK	1,891,451.85	1,370.69		1,892,822.54
151000 0390 RCDS MGMT/PRSRV FD-CO WIDE	427,361.50	309.71		427,671.21
151000 0408 D/A ASSET FORFEITURES	123,801.81	89.69		123,891.50
151000 0410 CO SHRF ASSET FORFEITURES	357,219.32	258.87		357,478.19
151000 0508 WMSN CO CONSERVATION FUND	1,244,790.37	902.05		1,245,692.42
151000 0600 DEBT SERVICE-COUNTY WIDE	518,228.14	26,331.67	518,296.91	26,262.90
151000 0875 SO COMMISSARY FUND	507,374.60			507,374.60
151100 0100 GENERAL FUND	15,834,884.32	549,587.20	4,767,865.46	11,616,606.06
151100 0200 ROAD & BRIDGE GENERAL FUND	11,582,355.07	34,578.77		11,616,933.84
151100 0310 WM-FUTURE ENVIRONMENTAL LIAB	25,148.10	23.50		25,171.60
151100 0311 WM-MASTER SITE DEVELOPMENT	686,906.01	642.00		687,548.01
151100 0312 WM-COMMUNITY REC FACILITY	496,235.18	463.74		496,698.92
151100 0340 TOBACCO FUND	1,232,923.89	13,661.38		1,246,585.27
151100 0600 DEBT SERVICE-COUNTY WIDE	17,027,444.31	815,297.12	26,256.14	17,816,485.29
151100 0852 AVERY RANCH FUND	1,510,271.34	1,411.48		1,511,682.82
151100 0885 WSMN CO BENEFITS FUND	3,215,915.70	3,005.56		3,218,921.26
151160 0777 CAPITAL PROJECTS FUND	222,348.21	207.81		222,556.02
151161 0777 CAPITAL PROJECTS FUND	410,851.98	383.98		411,235.96
151162 0777 CAPITAL PROJECTS FUND	4,072,037.72	3,497.41	534,949.64	3,540,585.49
Total TexPool/TexPool Prime	65,923,185.65	1,455,548.62	5,847,607.12	61,531,127.15

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

Date: 13-JUL-17 16:05:47
Page: 3

Currency: USD
Entity=01 (Williamson County)

Object Fund	Beginning Balance	Receipts	Disbursements	Ending Balance
-----	-----	-----	-----	-----
152000 0100 GENERAL FUND	116,503,179.92	13,323,016.58	7,000,000.00	122,826,196.50
152000 0200 ROAD & BRIDGE GENERAL FUND	15,925,126.86	3,003,394.58	3,000,000.00	15,928,521.44
152000 0250 PASS THRU FUNDING PROGRAM	30,151,736.18	7,924,732.83	7,000,000.00	31,076,469.01
152000 0310 WM-FUTURE ENVIRONMENTAL LIAB	1,489,325.00	1,750.00		1,491,075.00
152000 0340 TOBACCO FUND	2,000,700.06		55.76	2,000,644.30
152000 0508 WMSN CO CONSERVATION FUND	1,492,015.73	558.45		1,492,574.18
152180 0777 CAPITAL PROJECTS FUND	110,958,349.73	9,935,139.87	15,060,000.00	105,833,489.60
152181 0777 CAPITAL PROJECTS FUND	19,951,965.30	4,965,394.40	10,000,000.00	14,917,359.70
152182 0777 CAPITAL PROJECTS FUND	16,935,256.59	3,001,145.93	3,000,000.00	16,936,402.52
	-----	-----	-----	-----
Total Investments	315,407,655.37	42,155,132.64	45,060,055.76	312,502,732.25
153500 0100 GENERAL FUND	25,351,223.07	27,982,787.94	34,661,778.86	18,672,232.15
153500 0250 PASS THRU FUNDING PROGRAM	10,961,623.60	44,597.44	918,666.67	10,087,554.37
153500 0854 PEARSON PLACE RD DIST DEBT SERVICE FUND	1,075,547.25	1,001.84	195.80	1,076,353.29
153780 0777 CAPITAL PROJECTS FUND	29,940,651.55	17,242,672.93	17,688,298.56	29,495,025.92
153781 0777 CAPITAL PROJECTS FUND	7,766,776.00	5,062,782.05	123,023.89	12,706,534.16
153782 0777 CAPITAL PROJECTS FUND	36,834,136.76	42,283.69	1,800,324.90	35,076,095.55
	-----	-----	-----	-----
Total Logic	111,929,958.23	50,376,125.89	55,192,288.68	107,113,795.44
Grand Total	494,531,021.13	233,653,776.98	248,064,250.71	480,120,547.40
	=====	=====	=====	=====

Commissioners Court - Regular Session**13.****Meeting Date:** 07/25/2017

Asset Auction 7/25/2017

Submitted By: Jayme Jasso, Purchasing**Department:** Purchasing**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on authorizing the disposal of various county assets through auction including (51) Monitors, (29) Motorola Assets, (1) 2001 4700 Tymco Sweeper Truck, (1) 2006 Ford Crown Vic (see attached lists) pursuant to Tx. Local Gov't Code 263.152.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments[Asset Auction 1](#)[Asset Auction 2](#)[Asset Auction 3](#)

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Jayme Jasso

Final Approval Date: 07/20/2017

Reviewed By

Wendy Coco

Date

07/20/2017 11:36 AM

Started On: 07/18/2017 03:28 PM






Williamson County

Asset Status Change Form

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

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

Asset List:

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

Parties involved:

FROM (Transferor Department): Williamson County Constable PCT 4

Transferor - Elected Official/Department Head/

Authorized Staff:

Contact Person:

Print Name

Print Name

Signature

Date

Phone Number

512-352-4183

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

Transferee - Elected Official/Department Head/

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

Contact Person:

Tony Hill

Print Name

5129433314

Phone Number

Print Name

Signature

Date

RECEIVED

JUL 11 2017

AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

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

Forward to County Auditor's Office

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

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

Williamson County

Asset Status Change Form

Print Form

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

- ☐ TRANSFER between 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)
46	Dell Computer Monitors			Working <input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>

Parties involved:

FROM (Transferor Department): Williamson County Sheriff's Office - Jail

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

Contact Person:

Print Name

Print Name

Signature

Date Phone Number

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

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

Contact Person:

Tony Hill

Print Name

5129433314

Date Phone Number

Print Name

Signature

RECEIVED

JUL 11 2017

AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

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Forward to County Auditor's Office

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

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

Williamson County

Asset Status Change Form

Print Form

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

- ☐ TRANSFER bet ween county departments
 ☐ TRADE-IN for new assets of similar type for the county
 ☐ DESTRUCTION due to Public Health / Safety
☒ SALE at the earliest auction *
 ☐ DONATION to a non-county entity

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
29	MOTOROLA ASSETS (VARIED SEE ATTACHED)	ITEMS RETURNED FROM MARBLE FALLS		Non-Working
				Non-Working

Parties involved:**FROM** (Transferor Department): WC WIRELESS COMMUNICATIONS DEPARTMENT**Transferor - Elected Official/Department Head/****Authorized Staff:****Contact Person:**

CATHERINE ROBERTS

CATHERINE ROBERTS

Print Name

Print Name

Signature

 5-23-17 +1 (512) 943-3575
 Date Phone Number
TO (Transferee Department/Auction/Trade-in/Donee): AUCTION**Transferee - Elected Official/Department Head/****Authorized Staff OR Donee - Representative:** (If being approved for Sale or Trade-in, no signature is necessary.)**Contact Person:**

RECEIVED

Print Name

Print Name

JUL 10 2017

Signature

 Date Phone Number
 AUDITOR'S OFFICE
 WILLIAMSON COUNTY, TEXAS

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

Forward to County Auditor's Office

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

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

800 MHz WILCO RADIOS
ON LOAN TO M.F.P.D.

<u>MOBILES</u>		
<u>MODEL</u>	<u>S/N</u>	<u>DATE OF RETURN</u>
MOTOROLA MCS 2000	623SBU2277	08/22/14
" " "	623SBU2207	08/22/14
" " "	623SBJ1467	08/22/14
<u>PORTABLES</u>		
MOTOROLA MTS 2000	466AYY2706	08/22/14
" "	466AWA4695	08/22/14
" "	466AWA4689	08/22/14
Dropped off @ MFAEMS - MARBLE FALLS.		
ON 08/22/14 @ 1405 by T. Young		
MFPD.		
TMY 402		

MOTOROLA	722ACE1558	MCS2000	MOBILE	800	RADIO RETURNED BY MARBLE FALLS (MARKED AS WILCO RADIO) RETURNING PARTY STATES THEY WERE USED BY MFEMS/ PD SINCE MID 2000'S, HANDED OVER BY PREVIOUS MANAGEMENT
MOTOROLA	722CCW0301	MCS2000	MOBILE	800	RADIO RETURNED BY MARBLE FALLS (MARKED AS WILCO RADIO) RETURNING PARTY STATES THEY WERE USED BY MFEMS/ PD SINCE MID 2000'S, HANDED OVER BY PREVIOUS MANAGEMENT
MOTOROLA	466AYY2706	MTS2000	PORTABLE	800	RADIO RETURNED BY MARBLE FALLS (MARKED AS WILCO RADIO) RETURNING PARTY STATES THEY WERE USED BY MFEMS/ PD SINCE MID 2000'S, HANDED OVER BY PREVIOUS MANAGEMENT Labeled WITH OLD WILCO ANALOG ID702986
MOTOROLA	466AWA4689	MTS2000	PORTABLE	800	RADIO RETURNED BY MARBLE FALLS (MARKED AS WILCO RADIO) RETURNING PARTY STATES THEY WERE USED BY MFEMS/ PD SINCE MID 2000'S, HANDED OVER BY PREVIOUS MANAGEMENT
MOTOROLA	466AWA4670	MTS2000	PORTABLE	800	RADIO RETURNED BY MARBLE FALLS (MARKED AS WILCO RADIO) RETURNING PARTY STATES THEY WERE USED BY MFEMS/ PD SINCE MID 2000'S, HANDED OVER BY PREVIOUS MANAGEMENT RADIO STILL WAS Labeled WITH WILCO ANALOG ID 701573
MOTOROLA	466AWA4695	MTS2000	PORTABLE	800	RADIO RETURNED BY MARBLE FALLS (MARKED AS WILCO RADIO) RETURNING PARTY STATES THEY WERE USED BY MFEMS/ PD SINCE MID 2000'S, HANDED OVER BY PREVIOUS MANAGEMENT
MOTOROLA	432CDC0093	MTS2000	PORTABLE	VHF	RADIO RETURNED BY MARBLE FALLS (MARKED AS WILCO RADIO) RETURNING PARTY STATES THEY WERE USED BY MFEMS/ PD SINCE MID 2000'S, HANDED OVER BY PREVIOUS MANAGEMENT, PREVIOUSLY MARKED BY WCEMS THEN CROSSED OUT MARKED W/ MFEMS Labeled WITH THE NAME "PARKER" INSIDE
MOTOROLA	466AXU2223	MTS2000	PORTABLE	800	RADIO RETURNED BY MARBLE FALLS (MARKED AS WILCO RADIO) RETURNING PARTY STATES THEY WERE USED BY MFEMS/ PD SINCE MID 2000'S, HANDED OVER BY PREVIOUS MANAGEMENT
MOTOROLA	466AVA2762	MTS2000	PORTABLE	800	RADIO RETURNED BY MARBLE FALLS (MARKED AS WILCO RADIO) RETURNING PARTY STATES THEY WERE USED BY MFEMS/ PD SINCE MID 2000'S, HANDED OVER BY PREVIOUS MANAGEMENT, RADIO Labeled WITH WILCO OLD ANALOG ID701633

MOTOROLA	466CDC0508	MTS2000	PORTABLE	800 WITH WILCO EMS 2846/ MD1 RADIO RETURNED BY MARBLE FALLS (MARKED AS WILCO RADIO) RETURNING PARTY STATES THEY WERE USED BY MFEMS/ PD SINCE MID 2000'S, HANDED OVER BY PREVIOUS MANAGEMENT, RADIO LABELED
MOTOROLA	466AAN2339	MTS2000	PORTABLE	800 WITH WILCO EMS 1824/2813 "KRIENKE RADIO RETURNED BY MARBLE FALLS (MARKED AS WILCO RADIO) RETURNING PARTY STATES THEY WERE USED BY MFEMS/ PD SINCE MID 2000'S, HANDED OVER BY PREVIOUS MANAGEMENT, RADIO LABELED
MOTOROLA	466AWA4634	MTS2000	PORTABLE	800 WITH WCSO ASSET TAG 01033/ AND WILCO ANALOG ID 701541 RADIO RETURNED BY MARBLE FALLS (MARKED AS WILCO RADIO) RETURNING PARTY STATES THEY WERE USED BY MFEMS/ PD SINCE MID 2000'S, HANDED OVER BY PREVIOUS MANAGEMENT, RADIO LABELED
MOTOROLA	466AXQ1680	MTS2000	PORTABLE	800 WITH WCSO ASSET TAG 00358/ AND WILCO ANALOG ID 701616 RADIO RETURNED BY MARBLE FALLS (MARKED AS WILCO RADIO) RETURNING PARTY STATES THEY WERE USED BY MFEMS/ PD SINCE MID 2000'S, HANDED OVER BY PREVIOUS MANAGEMENT, RADIO LABELED
MOTOROLA	NTN1173A	BATTERY FOR CHARGER	PORTABLE	W/POWER SUPPLY 2580162201 CLASS 2 TRANSFORMER
MOTOROLA	NTN1171A	BATTERY FOR CHARGER	PORTABLE	W/POWER SUPPLY 2580162201 CLASS 2 TRANSFORMER
MOTOROLA	NTN1171A	BATTERY FOR CHARGER	PORTABLE	W/POWER SUPPLY 2580162201 CLASS 2 TRANSFORMER
MOTOROLA	NTN1171A	BATTERY FOR CHARGER	PORTABLE	W/POWER SUPPLY 2580162201 CLASS 2 TRANSFORMER
MOTOROLA	NTN1171A	BATTERY FOR CHARGER	PORTABLE	POWER SUPPLY 2580162201 CLASS 2 TRANSFORMER

MOTOROLA	NMN6191C	SM		
			MICROPH FOR	
		ONE	PORTABLE	
		SM		
MOTOROLA	NMN6193C		MICROPH FOR	
		ONE	PORTABLE	
		SM		
MOTOROLA	PMMN4045A		MICROPH FOR	
		ONE	PORTABLE	
			MICROPH FOR	
MOTOROLA	HMN4069D		ONE	MOBILE
			MICROPH FOR	
		ONE	MOBILE	USED ON MCS2000
MOTOROLA	HMN4069D		ONE	MOBILE
			MICROPH FOR	
		ONE	MOBILE	USED ON MCS2000
MOTOROLA	HMN4069B		ONE	MOBILE
			MICROPH FOR	
		ONE	MOBILE	USED ON MCS2000
MOTOROLA	HMN4069D		ONE	MOBILE
			MICROPH FOR	
		ONE	MOBILE	USED ON MCS2000
MOTOROLA	HMN4069D		ONE	MOBILE
			MICROPH FOR	
		ONE	MOBILE	USED ON MCS2000
			BATTERY FOR	
			CHARGER BATTERIES	
MOTOROLA	NNTN1177D			3060665A04 POWER CORD (6) SLOT 12.5 VDC CHARGER
			BATTERY FOR	
			CHARGER BATTERIES	
MOTOROLA	NNTN1177D			3060665A04 POWER CORD (6) SLOT 12.5 VDC CHARGER

Vehicle Status Change

Reason for Status Change	NOT MECHANICALLY SOUND: see comments
Comments	MILEAGE 60765 TRANSMISSION FAILURE
Department	210 - Unified Road Systems
County VIN/Serial Number	1HTSCABN51H314893
Equipment/Door Number	USS0151
License Plate	1091755
Year	2001
Make	INTERNATIONAL--TYMCO SWEEPER TRUCK
Model	4700
Elected Official/Department Head/Authorized Staff Digital Signature	✓ Jeff Ivey 7/6/2017 2:28 PM
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
Fleet Comments	NEEDS TRANSMISSION REPAIR. COST EXCEEDS VALUE
Authorized Fleet Staff Digital Signature	✓ Kevin Teller 7/7/2017 8:50 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 7/11/2017 2:00 PM
To be completed by Auditor's Office	
Electronic Signature indicates the Vehicle Status Change has been reviewed and approved.	
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✓ Angela Schmidt 7/14/2017 9:00 AM
To be completed by Purchasing Department	
Fleet Comments	NEEDS TRANSMISSION REPAIR. COST EXCEEDS VALUE
Purchasing Department Signature Acknowledgement	✓ Jayme Jasso 7/18/2017 3:16 PM

Human Resources

Created by Williamson County Technology Services

Vehicle Status Change

Reason for Status Change	HIGH MILEAGE: List actual mileage in comments below
Comments	113,622
Department	560 - Sheriffs Office
County VIN/Serial Number	2FAFP71WX6X142597
Equipment/Door Number	SA0630
License Plate	1156649
Year	2006
Make	FORD
Model	CROWN VIC
Elected Official/Department Head/Authorized Staff Digital Signature	✓ James David 7/9/2017 5:16 PM
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 7/12/2017 3:16 PM
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 7/13/2017 8:59 AM
To be completed by Auditor's Office	
Electronic Signature indicates the Vehicle Status Change has been reviewed and approved.	
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✓ Angela Schmidt 7/14/2017 9:02 AM
To be completed by Purchasing Department	
Purchasing Department Signature Acknowledgement	✓ Jayme Jasso 7/18/2017 3:20 PM

Human Resources

Created by Williamson County Technology Services

Commissioners Court - Regular Session**14.****Meeting Date:** 07/25/2017

Donation for Juvenile Services

Submitted By: John Pelczar, Juvenile Services**Department:** Juvenile Services**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on accepting a donation to Williamson County Juvenile Services from Industrial Rigging Service of Austin in the amount of \$200.00.

Background

Industrial Rigging Service of Austin donated \$200.00 to Juvenile Services for the purchase of school supplies for youth.

Fiscal Impact

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

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: John Pelczar

Final Approval Date: 07/20/2017

Reviewed By

Wendy Coco

Date

07/20/2017 08:46 AM

Started On: 07/19/2017 03:47 PM

Commissioners Court - Regular Session**15.****Meeting Date:** 07/25/2017

Donation of portable canvas outdoor chairs for the Sheriff's Office from Abadak

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

Information**Agenda Item**

Discuss, consider and take appropriate action to accept a donation of portable canvas outdoor chairs for the Sheriff's Office from Michael Stein of the Abadak Company

Background

Michael Stein donated 10 portable canvas outdoor chairs to the Williamson County Sheriff's Office

Fiscal Impact

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

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Starla Hall

Final Approval Date: 07/20/2017

Reviewed By

Wendy Coco

Date

07/20/2017 11:36 AM

Started On: 07/20/2017 11:02 AM

Commissioners Court - Regular Session**16.****Meeting Date:** 07/25/2017

Donation of Ballistic body armor plates and carriers for Sheriff's Office from Marilie Walker

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

Information**Agenda Item**

Discuss, consider and take appropriate action to accept a donation of ballistic body armor plates and plate carriers for the Sheriff's Office from Marilie Walker.

Background

Ms. Marilie Walker donated 20 Hesco ballistic body armor plates (Model 4400) along with 10 Condor ballistic plate carriers to the Williamson County Sheriff's Office.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Starla Hall

Final Approval Date: 07/19/2017

Reviewed By

Wendy Coco

Date

07/19/2017 07:57 AM

Started On: 07/15/2017 05:49 PM

Commissioners Court - Regular Session**17.****Meeting Date:** 07/25/2017

Cobb Fendley WA2 On Call Utility Coordination and Relocation Services

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

Information**Agenda Item**

Receive and acknowledge Work Authorization No. 2 under Williamson County Contract for Engineering Services between Cobb Fendley & Associates, Inc. and Williamson County dated February 10, 2015 for On Call Utility Coordination and Relocation Services for Road & Bridge for Williamson County Road and Bridge.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsCobb Fendley - WA2

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Sarah Ramos

Final Approval Date: 07/17/2017

Reviewed By

Wendy Coco

Date

07/17/2017 03:06 PM

Started On: 07/17/2017 10:22 AM

WORK AUTHORIZATION NO. 2

PROJECT: On Call Utility Coordination and Relocation Services for Road & Bridge

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated **February 10, 2015** and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Cobb Fendley & Associates, Inc.** (the "Engineer").

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

Part 2. The maximum amount payable for services under this Work Authorization without modification is **\$50,000.00.**

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

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

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

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

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

EXECUTED this ____ day of _____, 20__.

ENGINEER:

Cobb, Fendley & Associates, Inc.

By: 
Signature

Melissa Horn

Printed Name

Principal

Title

COUNTY:

Williamson County, Texas

By: _____
Signature

Printed Name

Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

Attachment A - Services to be Provided by County

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

Attachment B - Services to be Provided by Engineer

Scope of Services provided by Cobb, Fendley & Associates, Inc. (the *Engineer*), involves utility coordination/ relocation services in Williamson County, Texas, (the County) as described below.

This scope includes the following major tasks:

1. UTILITY PROGRAM MANAGEMENT
2. PROJECT MANAGEMENT AND COORDINATION
3. UTILITY ADJUSTMENT COORDINATION
4. SUBSURFACE UTILITY ENGINEERING (SUE)
5. UTILITY ENGINEERING AND DESIGN
6. UTILITY CONSTRUCTION MANAGEMENT AND OBSERVATION
7. RESEARCH – UTILITY DATA COLLECTION (PLANNING)
8. FIELD SURVEYING
9. RIGHT-OF-WAY (ROW) COORDINATION
10. MISCELLANEOUS

Attachment C - Work Schedule

Work schedules will be developed as work (on call utility coordination/relocation services) are dispatched.

Attachment D - Fee Schedule
Cobb, Fendley & Associates, Inc.
Effective August 2014

<u>Classification</u>	<u>2014 Billing Rate</u>
Senior Engineer / Project Principal.....	\$225.00/HR
Project Manager.....	\$165.00/HR
Project Engineer III.....	\$150.00/HR
Project Engineer II.....	\$125.00/HR
Project Engineer I.....	\$105.00/HR
Senior Technician.....	\$120.00/HR
Technician III.....	\$105.00/HR
Technician II.....	\$95.00/HR
Technician I.....	\$75.00/HR
Licensed State Land Surveyor.....	\$200.00/HR
Registered Professional Land Surveyor.....	\$150.00/HR
4-Man Survey Crew.....	\$165.00/HR
3-Man Survey Crew.....	\$145.00/HR
2-Man Survey Crew.....	\$125.00/HR
1-Man Survey Crew.....	\$105.00/HR
Construction Manager.....	\$165.00/HR
Senior Field Construction Observer.....	\$105.00/HR
Field Construction Observer.....	\$90.00/HR
Senior Utility Specialist.....	\$135.00/HR
Utility Specialist.....	\$120.00/HR
GIS Manager.....	\$145.00/HR
GIS Analyst.....	\$95.00/HR
Right-of-Way Agent.....	\$125.00/HR
Clerical.....	\$65.00/HR
GPS.....	\$32.00/HR/Receiver

SUBSURFACE UTILITY ENGINEERING

Level C & D (Without Level B)	\$0.45/Foot
Level B – Designation (Without Level C & D)	\$1.47/Foot
Level A – Location (Non-Destructive Excavation):	
Vertical Depth:	
0 Ft. – 5 Ft.....	\$1,125/Hole
5 Ft. – 8 Ft.....	\$1,580/Hole
8 Ft. – 13 Ft.....	\$1,825/Hole
13 Ft. – 20 Ft.....	\$2,510/Hole
> 20 Ft.....	\$3,600/Hole
Ground Penetrating Radar.....	\$250/HR
SUE Technician (With Equipment).....	\$100/HR
Vacuum Excavation Truck with 2 Technicians.....	\$250/HR
Closed Circuit Television (CCTV) with 2 Technicians.....	\$265/HR
Traffic Control Officer	@ Cost
Traffic Control (Lane Closures, etc.).....	To Be Negotiated
Permits (Local, State, etc.).....	@ Cost
Designation & Traffic Control Vehicles.....	\$3.40/Mile
Location Vehicles.....	\$6.80/Mile

REIMBURSABLE EXPENSES

Consultant or Specialty Contractor (Outside Firm).....	@ Cost
Courier, Special Equipment Rental.....	@ Cost
Title Plant Charges.....	@ Cost
Other Misc. Expenses Related to the Project.....	@ Cost
In-House Reproduction:	
Copies (Up to 11" x 17")	\$0.15/Each
Color Prints (Up to 11" x 17").....	\$1.50/Each
Color Prints (Larger than 11" x 17").....	\$3.00/Sq. Ft.
Bond Prints (All Sizes).....	\$2.00/Each

Refer to Exhibit E – Williamson County Reimbursement Policy for all other allowable reimbursable expenses

Austin Spatial Technologies, LLC
Survey Services Standard Hourly Rate Schedule
Effective August 2014

<u>Classification</u>	<u>2014 Billing Rate</u>
Registered Land Surveyor.....	\$120.00/HR
Project Manager.....	\$95.00/HR
Sr. Cad Technician.....	\$85.00/HR
Survey Tech GPS Specialist.....	\$70.00/HR
3-Man Survey Crew.....	\$160.00/HR
2-Man Survey Crew.....	\$135.00/HR
All-terrain Vehicle.....	\$200.00/day
Special Equipment Rental.....	@ Cost

Commissioners Court - Regular Session**18.****Meeting Date:** 07/25/2017

Freese and Nichols Supplemental WA 2 to WA 1 for San Gabriel Ranch Road repair

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

Information**Agenda Item**

Receive and acknowledge Supplemental Work Authorization No. 2 under Williamson County Contract between Freese and Nichols, Inc. and Williamson County dated April 07, 2016 for Engineering Design Services for the repair of San Gabriel Ranch Road. This supplemental is to increase the maximum amount payable to \$551,106.00.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsSupplemental Work Authorization

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Sarah Ramos

Final Approval Date: 07/19/2017

Reviewed By

Wendy Coco

Date

07/19/2017 07:57 AM

Started On: 07/18/2017 12:58 PM

**SUPPLEMENTAL WORK AUTHORIZATION NO. 2
TO
WORK AUTHORIZATION NO. 1**

**WILLIAMSON COUNTY PROJECT:
Engineering Design Services for the repair of San Gabriel Ranch Road**

This Supplemental Work Authorization No. 2 to Work Authorization No. 1 is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated April 07, 2016 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Freese and Nichols, Inc. (the "Engineer").

WHEREAS, the County and the Engineer executed Work Authorization No. 1 dated effective April 12, 2016 (the "Work Authorization");

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

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

AGREEMENT

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

- I. The Services to be Provided by the Engineer that were set out in the original Attachment "B" of the Work Authorization are hereby amended, changed and modified as shown in the attached revised Attachment "B".
- II. The maximum amount payable for services under the Work Authorization is hereby increased from \$533,524.00 to \$551,106.00.
- III. The revised Work Schedule is attached hereto as Attachment "C".
- IV. The revised Fee Schedule is attached hereto as Attachment "D".

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

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

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

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

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

EXECUTED this ____ day of _____, 20__.

ENGINEER:

By: _____

Signature

Victor M. Vasquez

Printed Name

Principal

Title

7-14-17

Date

COUNTY:

By: _____

Signature

Dan Gattis

Printed Name

County Judge

Title

Date

LIST OF ATTACHMENTS

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

Attachment B - Services to be Provided by Engineer

FNI will provide the following services related to the relocation of the existing waterline, in addition to the current contract scope:

1. Document Review- FNI will review as-builts for the existing 6-inch waterline as well as the proposed San Gabriel Ranch Road Dam Removal design documents.
2. Coordination with Aqua Texas – FNI will coordinate with Aqua Texas on preferences for design and installation of the waterline in San Gabriel Ranch Road including suspension from the proposed San Gabriel Ranch Road bridge.
3. 90% Design Document Preparation – FNI will produce 90% plans and specifications to be included in the San Gabriel Ranch Road Dam Removal design package. The design documents will be for buried and aerial pipe (suspended from the bridge).
4. Issued for Bid Design Document Preparation – FNI will incorporate comments from Williamson County and Aqua Texas into the 90% design documents and finalize plans and specifications for the waterline.
5. Opinion of Probable Construction Cost (OPCC) – FNI will provide an OPCC for the waterline relocation based on quantities established in the design documents.
6. Bid Phase Services – FNI will respond to questions during the bid phase related to the waterline relocation.

FNI assumes the following related to design services associated with the waterline relocation:

1. The length of waterline will not exceed 600 LF.
2. Aqua Texas will provide as-builts for the existing waterline.
3. Aqua Texas will provide standard details and specifications that they would like included in the design documents.
4. There will be no addenda provided for the waterline relocation during the bid phase.

Attachment C - Work Schedule (see attached schedule)

San Gabriel Ranch Road Dam Removal
Waterline Relocation Design Schedule

ID	Task Name	Duration	Start	Finish	Jun 11, '17	Jun 18, '17	Jun 25, '17	Jul 2, '17	Jul 9, '17	Jul 16, '17	Jul 23, '17
1	Notice to Proceed	0 days	Mon 6/12/17	Mon 6/12/17	S M T W T F S	S M T W T F S	S M T W T F S	S M T W T F S	S M T W T F S	S M T W T F S	S M T W T F S
2	90% Document Preparation	10 days	Mon 6/12/17	Fri 6/23/17	← 6/12						
3	90% Submittal	0 days	Fri 6/23/17	Fri 6/23/17			6/23				
4	County and Aqua Review	10 days	Mon 6/26/17	Fri 7/7/17							
5	Issued for Bid Document Preparation	10 days	Mon 7/10/17	Fri 7/21/17							
6	Issued for Bid Submittal	0 days	Fri 7/21/17	Fri 7/21/17							7/21

Task	External Milestone	Manual Summary Rollup
Split	Inactive Task	Manual Summary
Milestone	Inactive Milestone	Start-only
Summary	Inactive Summary	Finish-only
Project Summary	Manual Task	Deadline
External Tasks	Duration-only	Progress

Project: SGRR Waterline Schedule
Date: Fri 6/9/17

Attachment D - Fee Schedule (see attached cost breakdown)

Project Fee Summary	
Basic Services	17,582
Special Services	-
Total Project	17,582

[illegible][illegible][illegible]

Commissioners Court - Regular Session**19.****Meeting Date:** 07/25/2017

Discuss consider and take appropriate action on approval of the preliminary plat for the Georgetown Hill subdivision - Pct 3

Submitted For: Terron Evertson**Submitted By:** Katheryn Cromwell, Unified Road System**Department:** Unified Road System**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider, and take appropriate action on approval of the preliminary plat for the Georgetown Hill subdivision - Pct 3

Background

This preliminary plat consists of three single family lots and no new public roads.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Georgetown Hill Prelim

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Katheryn Cromwell

Final Approval Date: 07/20/2017

Reviewed By

Wendy Coco

Date

07/20/2017 10:30 AM

Started On: 07/20/2017 10:01 AM

Commissioners Court - Regular Session**20.****Meeting Date:** 07/25/2017

Discuss consider and take appropriate action on approval of the preliminary plat for the LSRWA subdivision - Pct 3

Submitted For: Terron Evertson**Submitted By:** Katheryn Cromwell, Unified Road System**Department:** Unified Road System**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider, and take appropriate action on approval of the preliminary plat for the LSRWA subdivision - Pct 3

Background

This preliminary plat consists of a single one-acre lot, with no new roads.

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsLSRWA Prelim

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Katheryn Cromwell

Final Approval Date: 07/20/2017

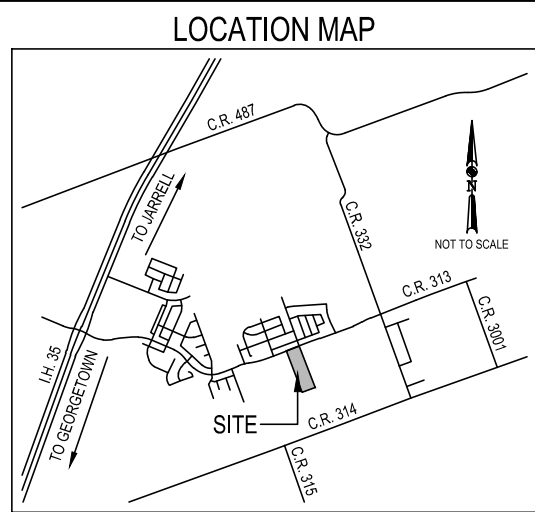
Reviewed By

Wendy Coco

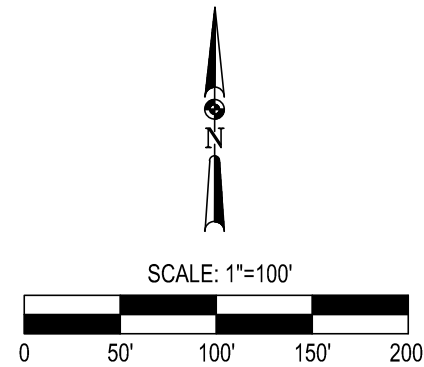
Date

07/20/2017 10:30 AM

Started On: 07/20/2017 10:13 AM



PRELIMINARY PLAT FOR LSRWA STANDPIPE SITE



NOTES:

- 1) FIELD WORK PERFORMED ON: NOVEMBER 04, 2016
- 2) BASIS OF BEARING: WAS ESTABLISHED USING THE TRIMBLE VRS NETWORK, NAD83, TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, 4203, US SURVEY FOOT, GRID.
- 3) THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT. THEREFORE ALL SETBACKS, EASEMENTS, ENCUMBRANCES AND RESTRICTIONS MAY NOT BE SHOWN HEREON. THE SURVEYOR DID NOT COMPLETE AN ABSTRACT OF TITLE.
- 4) BEARINGS AND DISTANCES SHOWN HEREON WITHIN PARENTHESIS ARE RECORD CALLS PER DOCUMENT NO. 2007033683, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS.
- 5) THE SUBJECT PROPERTY IS LOCATED IN ZONE "X", ACCORDING TO THE FEMA MAP # 48491C0150E, WITH AN EFFECTIVE DATE OF SEPTEMBER 28, 2008.
- 6) THERE WAS NO WATER WELL OR ON-SITE SEWAGE-FACILITY FOUND TO EXIST ON THE SUBJECT PROPERTY AT THE TIME THIS SURVEY WAS CONDUCTED. PLEASE REFER TO THE WILLIAMSON COUNTY AND CITIES HEALTH DISTRICT FOR ALL ON-SITE SEWAGE-FACILITY REGULATIONS.

LEGEND

P.O.B. POINT OF BEGINNING
⊙ CALCULATED POINT
● FOUND 1/2" IRON ROD
○ SET 1/2" IRON ROD WITH A RED "MATKIN-HOOVER ENG. & SURVEY" PLASTIC CAP

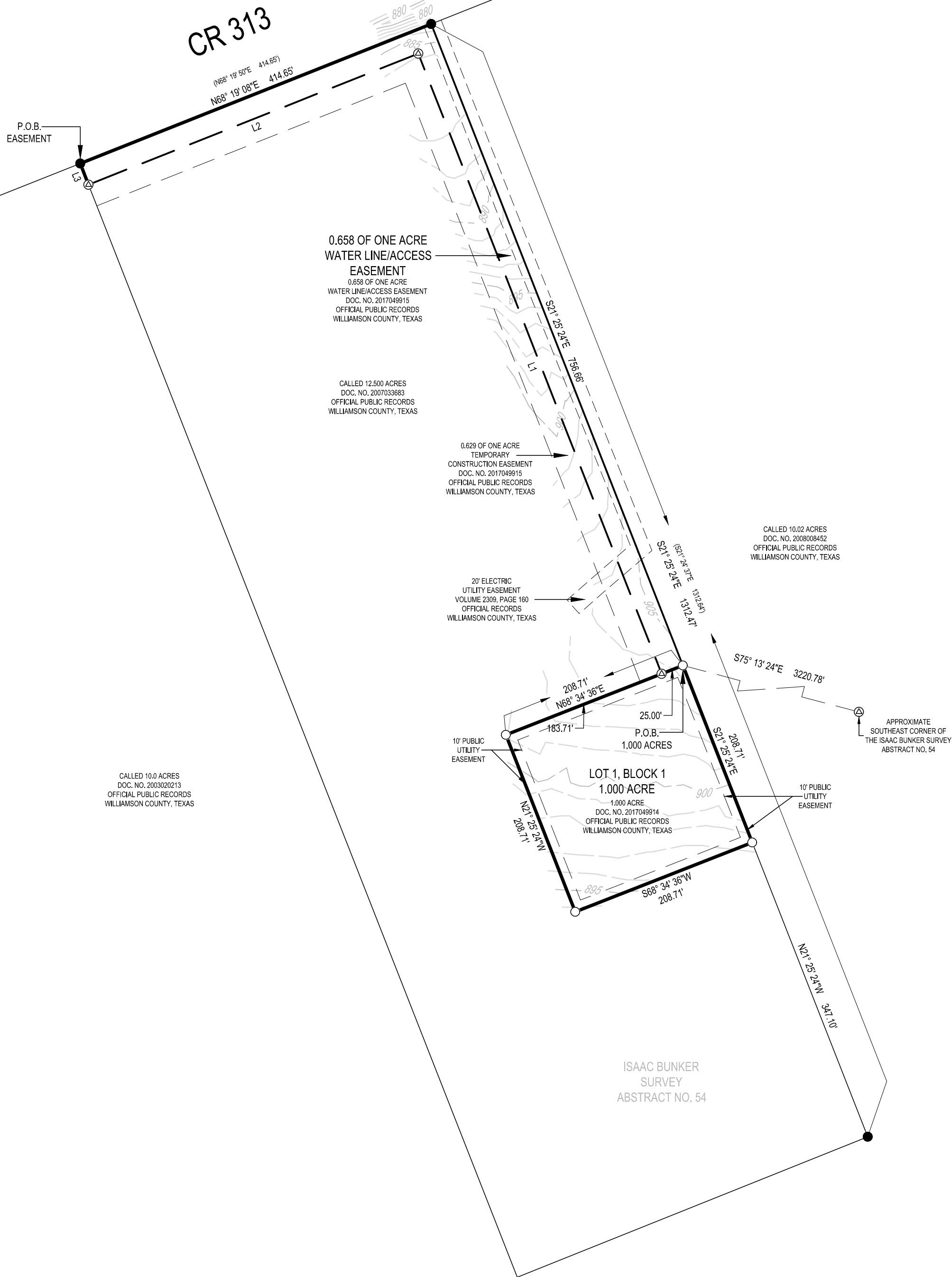
BEING A 1.000 ACRE TRACT OF LAND LOCATED IN THE ISAAC BUNKER SURVEY, ABSTRACT NO. 54, WILLIAMSON COUNTY, TEXAS, AND BEING THAT CERTAIN 1.000 ACRE TRACT RECORDED IN DOCUMENT NO. 2017049914, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 1.000 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD WITH A RED "MATKIN-HOOVER ENG. & SURVEY" PLASTIC CAP SET FOR NORTH CORNER IN THE NORTHEAST BOUNDARY LINE OF A CALLED 12.50 ACRE TRACT, RECORDED IN DOCUMENT NO. 2007033683, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, THE SOUTHWEST BOUNDARY LINE OF A CALLED 10.02 ACRE TRACT RECORDED IN DOCUMENT NO. 2008008452, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID POINT BEARS S 21° 25' 24" E, A DISTANCE OF 756.66' FROM THE NORTH CORNER OF THE CALLED 12.50 ACRE TRACT, THE WEST CORNER OF CORNER OF THE CALLED 10.02 ACRE TRACT, SAID POINT BEING IN THE SOUTHEAST RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 313;

- (1) THENCE, S 21° 25' 24" E, WITH THE NORTHEAST BOUNDARY LINE OF THE CALLED 12.50 ACRE TRACT, THE NORTHEAST BOUNDARY LINE OF THE HEREIN DESCRIBED TRACT, THE SOUTHWEST BOUNDARY LINE OF THE CALLED 10.02 ACRE TRACT, A DISTANCE OF 208.71' (S 21° 24' 37" E, RECORD) TO A 1/2" IRON ROD WITH A RED "MATKIN-HOOVER ENG. & SURVEY" PLASTIC CAP SET FOR EAST CORNER;
- (2) THENCE, DEPARTING THE NORTHEAST BOUNDARY LINE OF THE CALLED 12.50 ACRE TRACT, THE SOUTHWEST BOUNDARY LINE OF THE CALLED 10.02 ACRE TRACT, SEVERING THE CALLED 12.50 ACRE TRACT, WITH THE SOUTHEAST, SOUTHWEST, AND NORTHWEST BOUNDARY LINES OF THE HEREIN DESCRIBED TRACT, THE FOLLOWING COURSES AND DISTANCES:
 - a. S 68° 34' 36" W, 208.71' TO A 1/2" IRON ROD WITH A RED "MATKIN-HOOVER ENG. & SURVEY" PLASTIC CAP SET FOR SOUTH CORNER;
 - b. N 21° 25' 24" W, 208.71' TO A 1/2" IRON ROD WITH A RED "MATKIN-HOOVER ENG. & SURVEY" PLASTIC CAP SET FOR WEST CORNER;
 - c. N 68° 34' 36" E, 208.71' TO THE POINT OF BEGINNING AND CONTAINING 1.000 ACRE OF LAND.

NOTE: THE BASIS OF BEARING WAS ESTABLISHED USING THE TRIMBLE VRS NETWORK, NAD (83), TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, 4203, US SURVEY FOOT, GRID. A SURVEY PLAT WAS PREPARED BY A SEPARATE DOCUMENT.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N21° 25' 24" W	731.54'
L2	S68° 19' 08" W	389.64'
L3	N21° 25' 48" W	25.00'



OWNER(S):
LONE STAR REGIONAL WATER AUTHORITY
C/O J. TOM RAY
P.O. BOX 554
JARRELL, TEXAS 76537
(512) 375-2423

SURVEYOR:
MATKIN HOOVER
C/O JEFF BOERNER, R.P.L.S.
8 SPENCER ROAD, SUITE 100
BOERNE, TEXAS 78006
(830) 249-0600
JBOERNER@MATKINHOOVER.COM

AGENT/ENGINEER:
MATKIN HOOVER
C/O GARRETT D. KELLER, P.E.
3305 SHELL ROAD, SUITE 100
GEORGETOWN, TEXAS 78628
OFF: (512) 868-2244
GKELLER@MATKINHOOVER.COM

MATKINHOOVER
ENGINEERING
& SURVEYING
P.O. BOX 54
8 SPENCER ROAD SUITE 100
BOERNE, TEXAS 78006
OFFICE: 830.249.0600 FAX: 830.249.0099
TEXAS REGISTERED ENGINEERING FIRM F-004512
TEXAS REGISTERED SURVEYING FIRM F-10024000
CIVIL ENGINEERS SURVEYORS LAND PLANNERS CONSTRUCTION MANAGERS CONSULTANTS

DATE: JUNE 2017
MHES JOB NO. - 2900.00

NOTES:

1. NO LOT IN THIS SUBDIVISION IS ENCRACHED BY ANY SPECIAL FLOOD HAZARD AREAS INUNDATED BY 100 YEAR FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY BOUNDARY MAP, (FLOOD INSURANCE RATE MAP), COMMUNITY PANEL NO.48491C0275E SEPTEMBER 26, 2008 (REVISED 1/11/2010) FOR WILLIAMSON COUNTY, TEXAS. 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 FLOOD PLAIN BOUNDARIES IN THIS AREA.
2. ELECTRIC SERVICE PROVIDED BY ONCORE.
3. 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.
4. ALL PUBLIC UTILITY EASEMENTS ARE FOR UTILITY IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO ELECTRIC, TELEPHONE AND/OR CATV LINES AND APPURTENANCES.
5. GRANTOR HEREBY AGREES TO DEDICATE TO THE PUBLIC A UTILITY EASEMENT AND/OR UTILITY RIGHT-OF-WAY ON THIS PLAT FOR UTILITY PURPOSES.
6. UNLESS OTHERWISE NOTED, ALL CORNERS, ANGLES AND POINTS OF CURVATURE ARE MARKED WITH A SET 1/2" IRON ROD WITH A RED "MATKIN-HOOVER ENG." PLASTIC CAP.
7. BASIS OF BEARING: WAS ESTABLISHED USING THE TRIMBLE VRS NETWORK, NAD 83 TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, 4203, US SURVEY FOOT, GRID.
8. THE LANDOWNER ASSUMES ALL RISKS ASSOCIATED WITH IMPROVEMENTS LOCATED IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS. BY PLACING ANYTHING IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS, THE LANDOWNER INDEMNIFIES AND HOLDS THE COUNTY, ITS OFFICERS, AND EMPLOYEES HARMLESS FROM ANY LIABILITY OWING TO PROPERTY DEFECTS OR NEGLIGENCE NOT ATTRIBUTABLE TO THEM AND ACKNOWLEDGES THAT THE IMPROVEMENTS MAY BE REMOVED BY THE COUNTY AND THAT THE OWNER OF THE IMPROVEMENT SHALL BE RESPONSIBLE FOR THE RELOCATION AND/OR REPLACEMENT OF THE IMPROVEMENT.
9. IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL, AND LOCAL LAWS AND REGULATIONS RELATING TO THE PLATTING AND DEVELOPMENT OF THE PROPERTY. THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOOD PLAIN DATA, IN PARTICULAR, MAY CHANGE DEPENDING ON SUBSEQUENT DEVELOPMENT. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE STREETS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.
10. ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THE PLAT ARE FREE OF LIENS. REQUIRED RELEASE OF LIENS SHALL BE PROVIDED TO THE COMMISSIONERS' COURT.
11. THE MINIMUM LOWEST FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING, OR ONE FOOT ABOVE THE BFE, WHICHEVER IS HIGHER.
12. NO LOT DEVELOPMENT IS PROPOSED WITH THIS PLAT.
13. LOT 1 BLOCK 1 IS NOT FOR RESIDENTIAL USE.
14. LOT 1 BLOCK 1 SHALL NOT BE FURTHER SUBDIVIDED.

STATE OF TEXAS)
COUNTY OF WILLIAMSON)

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND

REGISTERED PROFESSIONAL LAND SURVEYOR
JEFF BOERNER, R.P.L.S.

STATE OF TEXAS)
COUNTY OF WILLIAMSON)

I HEREBY CERTIFY THAT RECOGNIZED ENGINEERING PRACTICES AND STANDARDS WERE USED IN THE PREPARATION OF THIS FINAL PLAT AND IN THE DESIGN OF SITE IMPROVEMENT STRUCTURES AND WERE ACCOMPLISHED UNDER MY DIRECT SUPERVISION TO CONFORM TO ALL REQUIREMENTS OF THE WILLIAMSON COUNTY DEVELOPMENT RULES AND REGULATIONS. NO PART OF THIS TRACT IS LOCATED WITHIN EDWARDS AQUIFER CONTRIBUTING ZONE NOR THE RECHARGE ZONE.

LICENSED PROFESSIONAL ENGINEER
GARRETT D. KELLER, PE

PRELIMINARY PLAT FOR LSRWA STANDPIPE SITE

BEING A 1.000 ACRE TRACT OF LAND LOCATED IN THE ISAAC BUNKER SURVEY, ABSTRACT NO. 54 IN WILLIAMSON COUNTY, TEXAS, SAID 1.000 ACRE TRACT BEING THAT CERTAIN 1.000 ACRE TRACT RECORDED IN DOCUMENT NO. 2017049914, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

A 0.658 OF ONE ACRE WATER LINE EASEMENT LOCATED IN THE ISAAC BUNKER SURVEY, ABSTRACT NO. 54 IN WILLIAMSON COUNTY, TEXAS, SAID 0.434 OF ONE ACRE WATER LINE EASEMENT BEING RECORDED IN DOCUMENT NO. 2017049915, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

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

I, J. TOM RAY, REPRESENTATIVE OF LONE STAR REGIONAL WATER AUTHORITY, SOLE OWNER OF A 1.000 ACRE TRACT OF LAND LOCATED IN THE ISAAC BUNKER SURVEY, ABSTRACT NO. 54 IN WILLIAMSON COUNTY, TEXAS, SAID 1.000 ACRE TRACT BEING THAT CERTAIN 1.000 ACRE TRACT RECORDED IN DOCUMENT NO. 2017049914, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS AND A 0.658 OF ONE ACRE WATER LINE EASEMENT LOCATED IN THE ISAAC BUNKER SURVEY, ABSTRACT NO. 54 IN WILLIAMSON COUNTY, TEXAS, SAID 0.434 OF ONE ACRE WATER LINE EASEMENT BEING RECORDED IN DOCUMENT NO. 2017049915, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS AND DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THE CERTAIN TRACT OF LAND, AND DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE, AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS HIGHLAND OVERLOOK .

TO CERTIFY WHICH, WITNESS BY MY HAND THIS ____ DAY OF _____, 2017.

C/O: J. TOM RAY
LONE STAR REGIONAL WATER AUTHORITY
P.O. BOX 554
JARRELL, TX 76537

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED _____, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THIS FOREGOING INSTRUMENT.

GIVEN UNDER MY SIGN AND SEAL OF OFFICE THIS ____ DAY OF _____, 2017.

NOTARY PUBLIC STATE OF TEXAS
MY COMMISSION EXPIRES ON: _____

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

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

DATED THIS ____ DAY OF _____, 2017.

BY:

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

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

I, _____, CLERK OF THE COUNTY OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE ____ DAY OF _____, 2017, A.D., AT ____ O'CLOCK ____ M., AND DULY RECORDED THIS THE ____ DAY OF _____, 2017, AD, AT ____ O'CLOCK ____ M., IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY IN DOCUMENT NO. _____.

TO CERTIFY WHICH, WITNESS MY HAND AND DEAL 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

OWNER(S):
LONE STAR REGIONAL WATER AUTHORITY
C/O J. TOM RAY
P.O. BOX 554
JARRELL, TEXAS 76537
(512) 375-2423

SURVEYOR:
MATKIN HOOVER
C/O JEFF BOERNER, R.P.L.S.
8 SPENCER ROAD, SUITE 100
BOERNE, TEXAS 78006
(830) 249-0600
JBOERNER@MATKINHOOVER.COM

AGENT/ENGINEER:
MATKIN HOOVER
C/O GARRETT D. KELLER, P.E.
3305 SHELL ROAD, SUITE 100
GEORGETOWN, TEXAS 78628
OFF: (512) 868-2244
GKELLER@MATKINHOOVER.COM

MATKINHOOVER

P.O. BOX 54
8 SPENCER ROAD SUITE 100
BOERNE, TEXAS 78006
OFFICE: 830.249.0600 FAX: 830.249.0099
TEXAS REGISTERED ENGINEERING FIRM F-004512
TEXAS REGISTERED SURVEYING FIRM F-10024000
CIVIL ENGINEERS SURVEYORS LAND PLANNERS CONSTRUCTION MANAGERS CONSULTANTS

**ENGINEERING
& SURVEYING**

DATE: JUNE 2017
MHES JOB NO. - 2900.00

Commissioners Court - Regular Session**21.****Meeting Date:** 07/25/2017

Discuss consider and take appropriate action on approval of the preliminary plat for the Shell West Reserve subdivision Pct 3

Submitted For: Terron Evertson**Submitted By:** Katheryn Cromwell, Unified Road System**Department:** Unified Road System**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider, and take appropriate action on approval of the preliminary plat for the Shell West Reserve subdivision - Pct 3

Background

This preliminary plat consists of three single family lots and no new public roads

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Shell West Reserve Prelim

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Katheryn Cromwell

Final Approval Date: 07/20/2017

Reviewed By

Wendy Coco

Date

07/20/2017 10:30 AM

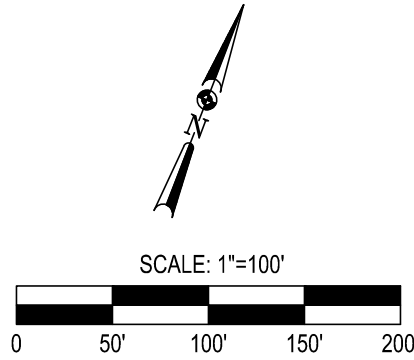
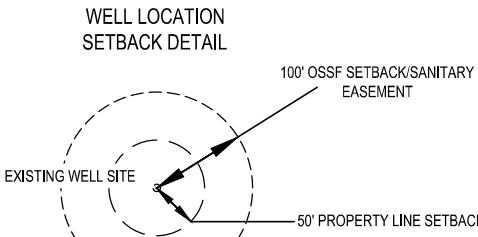
Started On: 07/20/2017 10:20 AM

PRELIMINARY PLAT SHELL WEST RESERVE

BEING A 32.989 ACRE TRACT OF LAND, LOCATED IN THE WILLIAM ROBERTS SURVEY NO. 4, ABSTRACT NO. 524, WILLIAMSON COUNTY, TEXAS, SAID 32.989 ACRE TRACT BEING ALL OF THAT CERTAIN 17.979 ACRE TRACT RECORDED IN DOCUMENT NO. 2016073186, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, ALL OF THAT CERTAIN 0.866 ACRE TRACT RECORDED IN DOCUMENT NO. 2015075981, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, THE REMAINDER OF A CALLED 5.001 ACRE TRACT RECORDED IN DOCUMENT NO. 2015008221, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, ALL OF A CALLED 0.850 ACRE TRACT RECORDED I DOCUMENT NO. 2015075982, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS AND ALL OF A CALLED 9.15 ACRE TRACT RECORDED IN DOCUMTN ON. 2014102556, OFFICIAL PUBIC RECORDS, WILLIAMSON COUNTY, TEXAS; SAID 32.989 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

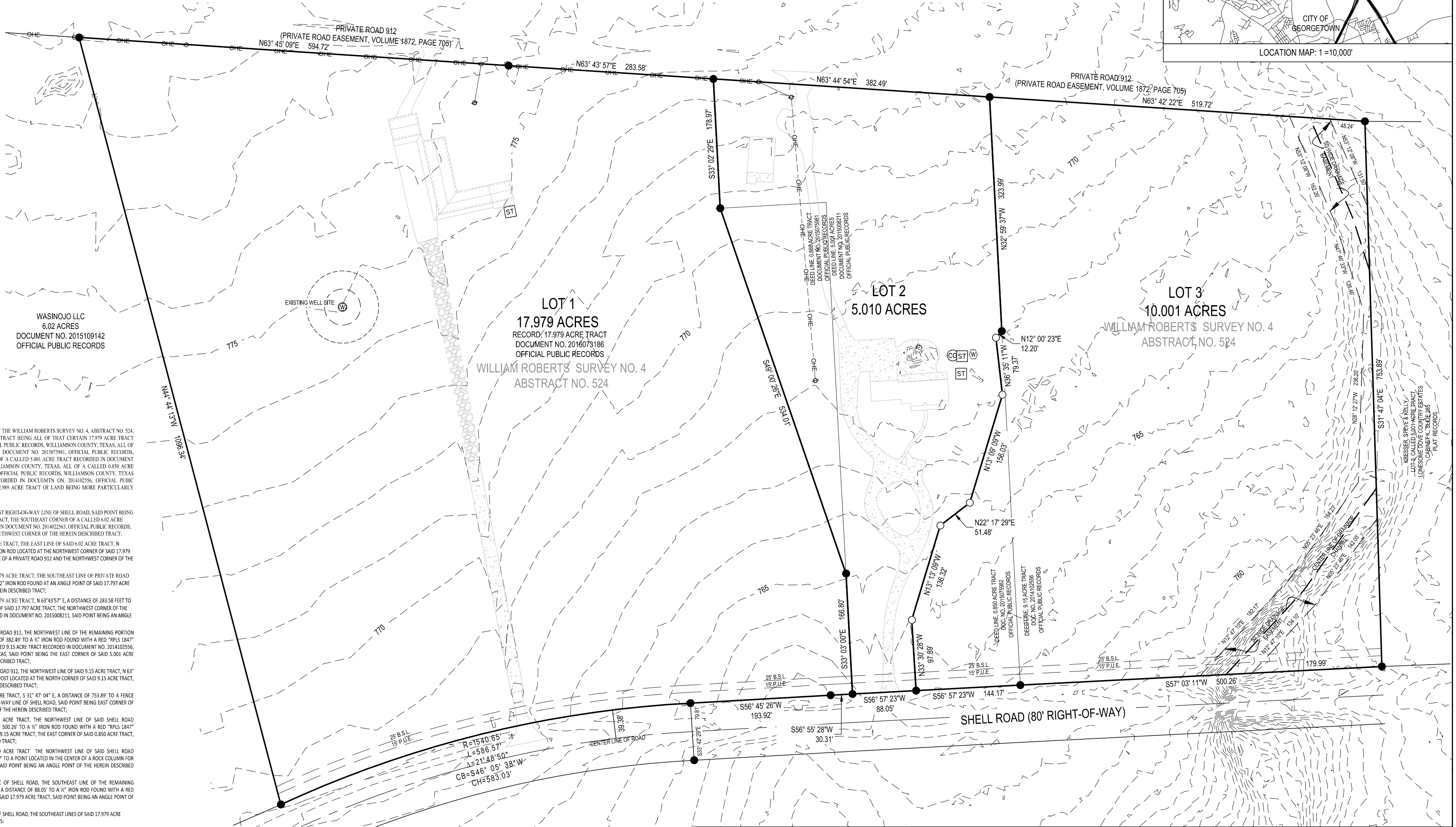
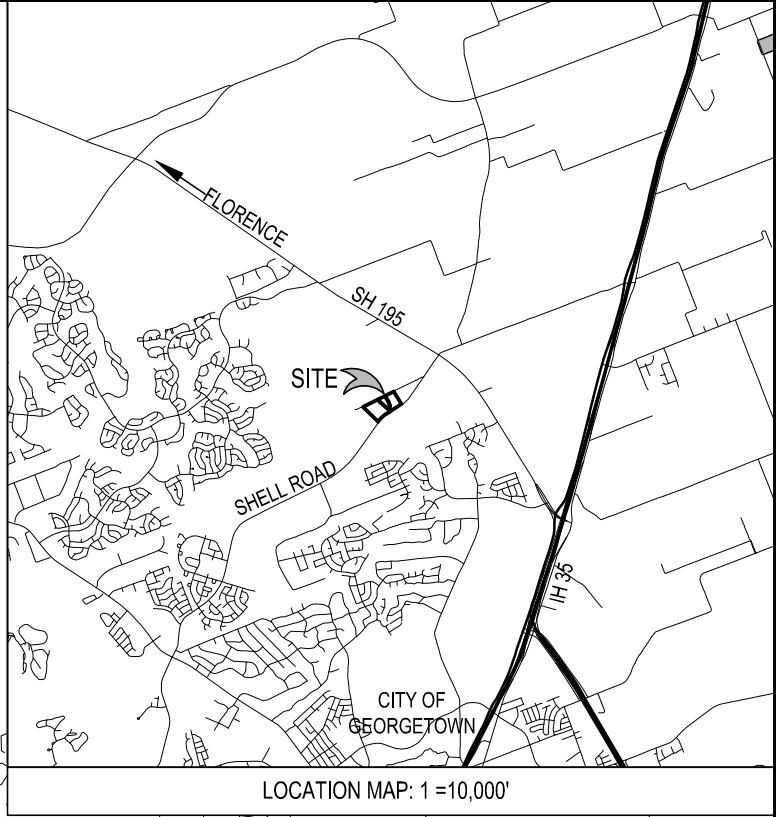
NOTES:
1) FIELD WORK PERFORMED ON: APRIL, 2017
2) BASIS OF BEARING: NAD 83, TEXAS CENTRAL ZONE, STATE PLANNED
3) THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT, THEREFORE ALL SETBACKS, EASEMENTS, ENCUMBRANCES AND RESTRICTIONS MAY NOT BE SHOWN HEREON, THE SURVEYOR DID NOT COMPLETE AN ABSTRACT OF TITLE.

FEMA FLOOD ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP FOR WILLIAMSON COUNTY, TEXAS, MAP NUMBER 48491C0285E, EFFECTIVE DATE SEPTEMBER 26, 2008, THIS PROPERTY LIES IN ZONE X, WHICH IS DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE 500 YEAR FLOOD PLAIN. THE NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP IS FOR USE IN ADMINISTERING THE NATIONAL FLOOD INSURANCE PROGRAM IT DOES NOT NECESSARILY IDENTIFY ALL AREAS SUBJECT TO FLOODING, PARTICULARLY FROM LOCAL DRAINAGE SOURCES OF SMALL SIZE, OR ALL PLANIMETRIC FEATURES OUTSIDE SPECIAL FLOOD HAZARD AREAS. THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR STRUCTURES LOCATED THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. THE FLOOD HAZARD AREA IS SUBJECT TO CHANGE AS DETAILED STUDIES OCCUR AND/OR WATERSHED OR CHANNEL CONDITIONS CHANGE. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.



LEGEND

(W) WELL
(ST) SEPTIC TANK
(CS) SANITARY SEWER CLEANOUT



FIELD NOTES FOR A 32.989 ACRE TRACT OF LAND:

BEING A 32.989 ACRE TRACT OF LAND, LOCATED IN THE WILLIAM ROBERTS SURVEY NO. 4, ABSTRACT NO. 524, WILLIAMSON COUNTY, TEXAS, SAID 32.989 ACRE TRACT BEING ALL OF THAT CERTAIN 17.979 ACRE TRACT RECORDED IN DOCUMENT NO. 2016073186, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, ALL OF THAT CERTAIN 0.866 ACRE TRACT RECORDED IN DOCUMENT NO. 2015075981, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, THE REMAINDER OF A CALLED 5.001 ACRE TRACT RECORDED IN DOCUMENT NO. 2015008221, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, ALL OF A CALLED 0.850 ACRE TRACT RECORDED I DOCUMENT NO. 2015075982, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS AND ALL OF A CALLED 9.15 ACRE TRACT RECORDED IN DOCUMTN ON. 2014102556, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS; SAID 32.989 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD FOUND IN THE WEST RIGHT-OF-WAY LINE OF SHELL ROAD, SAID POINT BEING THE SOUTHWEST CORNER OF SAID 17.979 ACRE TRACT, THE SOUTHEAST CORNER OF A CALLED 0.866 ACRE TRACT CONVEYED TO WASINOJO LLC, RECORDED IN DOCUMENT NO. 2016022643, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS AND BEING THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, WITH THE WEST LINE OF SAID 17.979 ACRE TRACT, THE EAST LINE OF SAID 0.866 ACRE TRACT, N 44°44'13" W, A DISTANCE OF 1096.34 FEET TO A 1/2" IRON ROD LOCATED AT THE NORTHWEST CORNER OF SAID 17.979 ACRE TRACT, SAID POINT BEING IN THE SOUTHEAST LINE OF A PRIVATE ROAD 912 AND THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, WITH THE NORTHWEST LINE OF SAID 17.979 ACRE TRACT, THE SOUTHEAST LINE OF PRIVATE ROAD 912, N 63°45'09" E, A DISTANCE OF 594.72 FEET TO A 1/2" IRON ROD FOUND AT AN ANGLE POINT OF SAID 17.979 ACRE TRACT, SAID POINT BEING AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;

THENCE, WITH THE NORTHWEST LINE OF SAID 17.979 ACRE TRACT, N 63°43'57" E, A DISTANCE OF 283.58 FEET TO A 1/2" IRON ROD FOUND AT THE NORTHEAST CORNER OF SAID 17.979 ACRE TRACT, THE NORTHWEST CORNER OF THE REMAINING PORTION OF A CALLED 5.001 ACRE TRACT RECORDED IN DOCUMENT NO. 2015008221, SAID POINT BEING AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;

THENCE, WITH THE SOUTHEAST LINE OF SAID PRIVATE ROAD 912, THE NORTHWEST LINE OF THE REMAINING PORTION SAID 5.010 ACRE TRACT, N 63°44'54" E, A DISTANCE OF 382.49' TO A 1/2" IRON ROD FOUND WITH A RED "RPLS 1847" PLASTIC CAP LOCATED AT THE WEST CORNER OF A CALLED 9.15 ACRE TRACT RECORDED IN DOCUMENT NO. 2014102556, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, SAID POINT BEING THE EAST CORNER OF SAID 5.001 ACRE TRACT AND BEING AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;

THENCE, WITH THE SOUTHEAST LINE OF SAID PRIVATE ROAD 912, THE NORTHWEST LINE OF SAID 9.15 ACRE TRACT, N 63°42'22" E, A DISTANCE OF 519.72' TO A FENCE CORNER POST LOCATED AT THE NORTH CORNER OF SAID 9.15 ACRE TRACT, SAID POINT BEING THE NORTH CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, WITH THE NORTHEAST LINE OF SAID 9.15 ACRE TRACT, S 31°47'04" E, A DISTANCE OF 753.89' TO A FENCE CORNER POST LOCATED IN THE NORTHWEST RIGHT-OF-WAY LINE OF SHELL ROAD, SAID POINT BEING THE EAST CORNER OF SAID 9.15 ACRE TRACT, AND BEING THE EAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, WITH THE SOUTHEAST LINE OF SAID 9.15 ACRE TRACT, THE NORTHWEST LINE OF SAID SHELL ROAD RIGHT-OF-WAY LINE, S 57°03'11" W, A DISTANCE OF 500.26' TO A 1/2" IRON ROD FOUND WITH A RED "RPLS 1847" PLASTIC CAP LOCATED AT THE SOUTH CORNER OF SAID 9.15 ACRE TRACT, THE EAST CORNER OF SAID 0.850 ACRE TRACT, AND BEING AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;

THENCE, WITH THE SOUTHEAST LINE OF SAID 0.850 ACRE TRACT, THE NORTHWEST LINE OF SAID SHELL ROAD RIGHT-OF-WAY, S 56°57'23" W, A DISTANCE OF 144.17' TO A POINT LOCATED IN THE CENTER OF A ROCK COLUMN FOR A SOUTHWEST CORNER OF SAID 0.850 ACRE TRACT, SAID POINT BEING AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;

THENCE, WITH THE NORTHWEST RIGHT-OF-WAY LINE OF SHELL ROAD, THE SOUTHEAST LINE OF THE REMAINING PORTION OF SAID 5.001 ACRE TRACT, S 55°57'23" W, A DISTANCE OF 88.05' TO A 1/2" IRON ROD FOUND WITH A RED "RPLS" PLASTIC CAP LOCATED AT THE EAST CORNER OF SAID 17.979 ACRE TRACT, SAID POINT BEING AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;

THENCE, WITH THE NORTHWEST RIGHT-OF-WAY LINE OF SHELL ROAD, THE SOUTHEAST LINES OF SAID 17.979 ACRE TRACT THE FOLLOWING THREE COURSES AND DISTANCES:

S 56°55'28" W, A DISTANCE OF 30.31 FEET TO A 1/2" IRON ROD FOUND FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;

S 55°45'25" W, A DISTANCE OF 193.92 FEET TO A FENCE CORNER POST FOUND AT THE BEGINNING OF A CURVE TO THE LEFT CONTAINING A RADIUS OF 1540.65', AN INTERIOR ANGLE OF 21°48'50", A CHORD BEARING S 46°05'38" W, AND A CHORD DISTANCE OF 583.03';

THENCE, ALONG SAID CURVE TO THE AN ARC LENGTH OF 586.57' TO THE POINT OF BEGINNING CONTAINING 32.989 ACRES.

ENGINEER MATKIN HOOVER ENGINEERING 8 SPENCER ROAD, SUITE 100 GEORGETOWN, TEXAS, 78606 830-249-0600	OWNER/AGENT LOT 1 GARY HALL AND KAY HALL 3305 SHELL ROAD GEORGETOWN, TEXAS, 78628 512-299-3445	OWNER/AGENT LOT 2 REGAN LANDRETH 3305 SHELL ROAD GEORGETOWN, TEXAS, 78628 512-801-2291	OWNER/AGENT LOT 3 GARY HALL, KAY HALL, KORI HALL, COLE HALL 3305 SHELL ROAD GEORGETOWN, TEXAS, 78628 512-299-3445	QUICK INC. LAND SURVEYING FIRM NUMBER: 10194104 OFFICE: 3305 SHELL ROAD, SUITE 100, GEORGETOWN, TX, 78628 PHONE: 512-815-4860 MAILING ADDRESS: 4000 WILLIAMS DR, SUITE 210, BOX 228, GEORGETOWN, TX, 78633	REVISION DATE: JUNE 28, 2017 JOB NO. 17-2063 SHEET 1 OF 2
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NOTES:

1. ACREAGE OF SUBDIVISION = 32.989 ACRES. THE OVERALL AVERAGE DENSITY OF LOTS IN THIS SUBDIVISION IS 10.996 AC/LOT.
2. NO LOT IN THIS SUBDIVISION IS ENCROACHED BY ANY SPECIAL FLOOD HAZARD AREAS INUNDATED BY 100 YEAR FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY BOUNDARY MAP, (FLOOD INSURANCE RATE MAP), COMMUNITY PANEL NO.48491C0275E SEPTEMBER 26, 2008 (REVISED 1/11/2010) FOR WILLIAMSON COUNTY, TEXAS. 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 FLOOD PLAIN BOUNDARIES IN THIS AREA.
3. WATER SERVICE FOR THIS SUBDIVISION MAY BE PROVIDED BY ONSITE WELLS OR GEORGETOWN UTILITY SYSTEMS.
4. SEWER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY ONSITE SEWAGE FACILITIES.
5. ELECTRIC SERVICE PROVIDED BY PEDERNALES ELECTRIC COMPANY (PEC).
6. RURAL MAILBOXES SHALL BE SET THREE FEET FROM THE EDGE OF THE PAVEMENT OR BEHIND CURBS, WHEN USED. ALL MAILBOXES WITHIN COUNTY ARTERIAL RIGHT-OF-WAY SHALL MEET THE CURRENT TXDOT STANDARDS. ANY MAILBOX THAT DOES NOT MEET THIS REQUIREMENT MAY BE REMOVED BY WILLIAMSON COUNTY.
7. ALL PUBLIC UTILITY EASEMENTS ARE FOR UTILITY IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO ELECTRIC, TELEPHONE, WATER, SEWER AND/OR CATV LINES AND APPURTENANCES.
8. GRANTOR HEREBY AGREES TO DEDICATE TO THE PUBLIC A UTILITY EASEMENT AND/OR UTILITY RIGHT-OF-WAY ON THIS PLAT FOR UTILITY PURPOSES.
9. UNLESS OTHERWISE NOTED, ALL CORNERS, ANGLES AND POINTS OF CURVATURE ARE MARKED WITH A SET 1/2" IRON ROD WITH A RED "QUICK, INC. RPLS #6447" PLASTIC CAP.
10. BASIS OF BEARING: WAS ESTABLISHED USING THE TRIMBLE VRS NETWORK, NAD 83 TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, 4203, US SURVEY FOOT, GRID.
11. THE LANDOWNER ASSUMES ALL RISKS ASSOCIATED WITH IMPROVEMENTS LOCATED IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS. BY PLACING ANYTHING IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS, THE LANDOWNER INDEMNIFIES AND HOLDS THE COUNTY, ITS OFFICERS, AND EMPLOYEES HARMLESS FROM ANY LIABILITY OWING TO PROPERTY DEFECTS OR NEGLIGENCE NOT ATTRIBUTABLE TO THEM AND ACKNOWLEDGES THAT THE IMPROVEMENTS MAY BE REMOVED BY THE COUNTY AND THAT THE OWNER OF THE IMPROVEMENT SHALL BE RESPONSIBLE FOR THE RELOCATION AND/OR REPLACEMENT OF THE IMPROVEMENT.
12. 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 THE PROPERTY. THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOOD PLAIN DATA, IN PARTICULAR, MAY CHANGE DEPENDING ON SUBSEQUENT DEVELOPMENT. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE STREETS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.
13. ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THE PLAT ARE FREE OF LIENS. REQUIRED RELEASE OF LIENS SHALL BE PROVIDED TO THE COMMISSIONERS' COURT.
14. THE MINIMUM LOWEST FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING, OR ONE FOOT ABOVE THE BFE, WHICHEVER IS HIGHER.
15. ALL LOT OWNERS IN THIS SUBDIVISION WHOSE LOT IS SERVED BY A SEPTIC SYSTEM SHALL BE REQUIRED TO OBTAIN A PERMIT FROM THE WILLIAMSON COUNTY AND CITIES HEALTH DISTRICT PRIOR TO CONSTRUCTION. THE SUBDIVISION DEVELOPER WILL BE HELD RESPONSIBLE TO NOTIFY BUILDERS AND LOT OWNERS OF THIS REQUIREMENT.
16. NO LOT DEVELOPMENT IS PROPOSED WITH THIS PLAT.

STATE OF TEXAS)
COUNTY OF WILLIAMSON)

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND

(PRELIMINARY, NOT TO BE RECORDED)
REGISTERED PROFESSIONAL LAND SURVEYOR
TRAVIS QUICKSALL, R.P.L.S.

STATE OF TEXAS)
COUNTY OF WILLIAMSON)

I HEREBY CERTIFY THAT RECOGNIZED ENGINEERING PRACTICES AND STANDARDS WERE USED IN THE PREPARATION OF THIS FINAL PLAT AND IN THE DESIGN OF SITE IMPROVEMENT STRUCTURES AND WERE ACCOMPLISHED UNDER MY DIRECT SUPERVISION TO CONFORM TO ALL REQUIREMENTS OF THE WILLIAMSON COUNTY DEVELOPMENT RULES AND REGULATIONS. THIS TRACT IS LOCATED WITHIN EDWARDS AQUIFER RECHARGE ZONE.

(PRELIMINARY, NOT TO BE RECORDED)
LICENSED PROFESSIONAL ENGINEER
GARRETT D. KELLER, PE

PRELIMINARY PLAT FOR SHELL WEST RESERVE

BEING A 32.989 ACRE TRACT OF LAND, LOCATED IN WILLIAM ROBERTS SURVEY NO. 4, ABSTRACT NO. 524, WILLIAMSON COUNTY, TEXAS, SAID 32.989 ACRE TRACT BEING ALL OF THAT CERTAIN 17.979 ACRE TRACT RECORDED IN DOCUMENT NO. 2016073186, OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS, ALL OF 0.866 ACRE TRACT RECORDED IN DOCUMENT NO. 2015075981, OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS, THE REMAINDER OF A CALLED 5.001 ACRE TRACT RECORDED IN DOCUMENT NO. 2015008221, OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS, ALL OF A CALLED 0.850 ACRE TRACT RECORDED IN DOCUMENT NO. 2015075982, OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS AND ALL OF A CALLED 9.15 ACRE TRACT RECORDED IN DOCUMENT NO. 2014102556 OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS.

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

WE, GARY & KAY HALL, OWNERS OF THE CERTAIN 17.979 ACRE TRACT RECORDED IN DOCUMENT NO. 2016073186, OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS, ALL OF A CALLED 0.850 ACRE TRACT RECORDED IN DOCUMENT NO. 2015075982, OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS AND ALL OF A CALLED 9.15 ACRE TRACT RECORDED IN DOCUMENT NO. 2014102556 OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS, AND DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THE CERTAIN TRACT OF LAND, AND DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE, AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS SHELL WEST RESERVE .

TO CERTIFY WHICH, WITNESS BY MY HAND THIS ____ DAY OF _____, 2017.

OWNER GARY HALL
P.O. BOX 902
GEORGETOWN, TX 78628

OWNER KAY HALL
P.O. BOX 902
GEORGETOWN, TX 78628

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED _____, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THIS FOREGOING INSTRUMENT.

GIVEN UNDER MY SIGN AND SEAL OF OFFICE THIS ____ DAY OF _____, 2017.

NOTARY PUBLIC STATE OF TEXAS
MY COMMISSION EXPIRES ON: _____

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

WE, PAUL & REGAN LANDRETH, OWNERS OF ALL OF 0.866 ACRE TRACT RECORDED IN DOCUMENT NO. 2015075981, OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS, THE REMAINDER OF A CALLED 5.001 ACRE TRACT RECORDED IN DOCUMENT NO. 2015008221, OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS, AND DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THE CERTAIN TRACT OF LAND, AND DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE, AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS SHELL WEST RESERVE .

TO CERTIFY WHICH, WITNESS BY MY HAND THIS ____ DAY OF _____, 2017.

OWNER PAUL LANDRETH
3309 SHELL RD
GEORGETOWN, TX 78633

OWNER REGAN LANDRETH
3309 SHELL RD
GEORGETOWN, TX 78633

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED _____, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THIS FOREGOING INSTRUMENT.

GIVEN UNDER MY SIGN AND SEAL OF OFFICE THIS ____ DAY OF _____, 2017.

NOTARY PUBLIC STATE OF TEXAS
MY COMMISSION EXPIRES ON: _____

OWNER(S):

GARY & KAY HALL
P.O. BOX 902
GEORGETOWN, TEXAS 78628
(512) 299-3445

SURVEYOR:

QUICK INC.
C/O TRAVIS QUICKSALL, R.P.L.S.
3303 SHELL ROAD SUITE 4
GEORGETOWN, TEXAS 78628
OFF: (512) 915-4950
TQUICKSALL@QUICK-INC.NET

AGENT/ENGINEER:

MATKIN HOOVER
C/O GARRETT D. KELLER, P.E.
3303 SHELL ROAD, SUITE 3
GEORGETOWN, TEXAS 78628
OFF: (512) 868-2244
GKELLER@MATKINHOOVER.COM

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

WE, COLE & KORI HALL, OWNERS OF ALL OF A CALLED 0.850 ACRE TRACT RECORDED IN DOCUMENT NO. 2015075982, OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS AND ALL OF A CALLED 9.15 ACRE TRACT RECORDED IN DOCUMENT NO. 2014102556 OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS, AND DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THE CERTAIN TRACT OF LAND, AND DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE, AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS SHELL WEST RESERVE .

TO CERTIFY WHICH, WITNESS BY MY HAND THIS ____ DAY OF _____, 2017.

OWNER COLE HALL
P.O. BOX 902
GEORGETOWN, TX 78628

OWNER KORI HALL
P.O. BOX 902
GEORGETOWN, TX 78628

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED _____, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THIS FOREGOING INSTRUMENT.

GIVEN UNDER MY SIGN AND SEAL OF OFFICE THIS ____ DAY OF _____, 2017.

NOTARY PUBLIC STATE OF TEXAS
MY COMMISSION EXPIRES ON: _____

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

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

DATE

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

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

DATED THIS ____ DAY OF _____, 2017.

BY:

DAN A. GATTIS, COUNTY JUDGE
WILLIAMSON COUNTY, TEXAS

DATE

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

I, _____, CLERK OF THE COUNTY OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE ____ DAY OF _____, 2017, A.D., AT ____ O'CLOCK ____ M., AND DULY RECORDED THIS THE ____ DAY OF _____, 2017, AD, AT ____ O'CLOCK ____ M., IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY IN DOCUMENT NO. _____.

TO CERTIFY WHICH, WITNESS MY HAND AND DEAL 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

MATKINHOOVER

ENGINEERING & SURVEYING

P.O. BOX 54
8 SPENCER ROAD SUITE 100
BOERNE, TEXAS 78006
OFFICE: 830.249.0600 FAX: 830.249.0099
TEXAS REGISTERED ENGINEERING FIRM F-004512
TEXAS REGISTERED SURVEYING FIRM F-10024000
CIVIL ENGINEERS SURVEYORS LAND PLANNERS CONSTRUCTION MANAGERS CONSULTANTS

DATE: MAY 2017
MHES JOB NO. - 2682.03

Commissioners Court - Regular Session**22.****Meeting Date:** 07/25/2017

Recognize Andrea "Andi" Schiele as Recipient of the 2017 Justice of the Peace and Constable's Association of Texas Clerk of the Year Award

Submitted By: Melissa Goins, J.P. Pct. #3**Department:** J.P. Pct. #3**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss and take appropriate action on recognition of Andrea "Andi" Schiele, Criminal Court Coordinator for Judge Bill Gravell, as recipient of the 2017 Clerk of the Year Award presented by the Justice of the Peace and Constable's Association of Texas.

Background

Andrea "Andi" Schiele, Criminal Court Administrator for Justice of the Peace, Bill Gravell Jr., received the 2017 Clerk of the Year Award presented by the Justice of the Peace and Constable's Association during their recent annual conference held in Austin. The JPCA Clerk of the Year Award is given to an individual for outstanding performance, commitment and dedication that require exemplary performance or actions that rise above the standard. Throughout the State, great variety and diversity exists in the manner and style that duties are performed and annually the Association takes the opportunity to publicly acknowledge individuals who are nominated by their peers and selected by a committee to be chosen as representative of the best of the best for each group. Ms. Schiele has worked for Williamson County for approximately 9 1/2 years. Andrea is an active member of the Justice of the Peace & Constable's Association, Central Texas Justice of the Peace & Constable's Association and the Governmental Collectors Association of Texas.

Andrea consistently goes out of her way to make a difference in the lives of customers and co-workers, modeling professionalism as well as compassion and kindness. She welcomes challenges, as they become an opportunity to find better and innovative ways to improve processes and build working relationships.

Andrea's greatest joy is spending time with her family and fiancée, Mike D'Elia. She has two daughters, Lauren, Katie and her husband, Michael also the family pet, Maggie. Lauren resides in Georgetown, while Katie and Michael serve our country in the US Army and are stationed at Joint Base Lewis-McChord (JBLM), Washington. They are in 2-2 8-1 Cavalry Unit. Katie is a private (PV2) with 10 months of service as a combat medic and certified EMT. Michael is a Specialist (Spc) with over 3 years of service as a Cav. Scout. Lauren is currently employed with Hobby Lobby but has goals and ambitions to work for Disney. In her spare time, Andrea enjoys going to the gym, photography, reading and listening to music.

Fiscal Impact

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

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.
Form Started By: Melissa Goins

Reviewed By

Wendy Coco

Date

07/10/2017 10:11 AM
Started On: 07/07/2017 01:06 PM

Commissioners Court - Regular Session**23.****Meeting Date:** 07/25/2017

Danny Johns CARES Recognition

Submitted By: Michael Knipstein, EMS**Department:** EMS**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on recognizing Williamson County EMS Captain Danny Johns as the recipient of the CARES (Cardiac Arrest Registry to Enhance Survival) Excellence Award.

Background

CARES is a nationwide registry that allows communities to compare patient populations, treatments and outcomes with the goal of identifying opportunities to improve quality of care. Out of 66 individual CARES communities and 19 statewide registries only 8 people nationwide were selected for this award. Danny was recognized by CARES for his commitment to measuring out-of-hospital data for Williamson County EMS so that we can find ways to improve emergency cardiac care.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Michael Knipstein

Final Approval Date: 07/10/2017

Reviewed By

Wendy Coco

Date

07/10/2017 10:07 AM

Started On: 07/10/2017 07:44 AM

Commissioners Court - Regular Session**24.****Meeting Date:** 07/25/2017

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

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

Information**Agenda Item**

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

Background

Fiscal Impact

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

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Lydia Linden

Final Approval Date: 06/21/2017

Reviewed By

Wendy Coco

Date

06/21/2017 03:46 PM

Started On: 06/21/2017 02:22 PM

Commissioners Court - Regular Session**25.****Meeting Date:** 07/25/2017

Ronald Reagan Blvd at IH 35 Frontier Utility Agreement

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

Information**Agenda Item**

Discuss, consider, and take appropriate action regarding the Standard Utility Agreement with Frontier Communication for utility relocations on the Ronald Reagan at IH 35 Bridge Replacement Project, a Road Bond Project in Commissioner Precinct 3.

Background

Frontier Communication has existing facilities in conflict with Ronald Reagan at the IH 35 Bridge Replacement. The Standard Utility Agreement for the relocations is for a total amount of \$24,072.50. Frontier is 100% eligible for reimbursement. The total anticipated reimbursement to Frontier by the County is \$24,072.50 (100% of \$24,072.50).

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsReagan at IH 35 Frontier Utility Agreement

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Dawn Haggard

Final Approval Date: 07/20/2017

Reviewed By

Wendy Coco

Date

07/20/2017 11:36 AM

Started On: 07/17/2017 05:30 PM

STANDARD UTILITY AGREEMENT

County: Williamson

Project No.: _____

Highway Project Letting Date: October 2018

Highway: IH-35 at Ronald Reagan Boulevard

From: At Theon Road (Ronald Reagan Blvd)

To:

This Agreement by and between Williamson, ("**County**"), and Frontier Communications, ("**Utility**"), acting by and through its duly authorized representative, shall be effective on the date of approval and execution by and on behalf of the **County**.

WHEREAS, the **County** has deemed it necessary to make certain highway improvements as designated by the **County** and within the limits of the highway as indicated above;

WHEREAS, the proposed highway improvements will necessitate the adjustment, removal, and/or relocation of certain facilities of **Utility** as indicated in the following statement of work: 400 linear feet of SL50X24. 250' of cooper cable to be direct buried and place to 2 telephone peds. 150' of slack to be placed in telephone peds; and more specifically shown in **Utility's** plans, specifications and estimated costs, which are attached hereto as Attachment "A".

WHEREAS, the **County** will participate in the costs of the adjustment, removal, and/or relocation of certain facilities to the extent as may be eligible for **County** participation.

WHEREAS, the **County**, upon receipt of evidence it deems sufficient, acknowledges **Utility's** interest in certain lands and/or facilities that entitle it to reimbursement for the adjustment, removal, and relocation of certain of its facilities located upon the lands as indicated in the statement of work above.

NOW, THEREFORE, BE IT AGREED:

The **County** will pay to **Utility** the costs incurred in adjustment, removal, and/or relocation of **Utility's** facilities up to the amount said costs may be eligible for **County** participation.

The **County** and **Utility** agree that all conduct under this agreement, including but not limited to the adjustment, removal and relocation of the facility, the development and reimbursement of costs, any environmental requirements, and retention of records will be in accordance with 23 CFR 645, Subparts A & B and all other applicable federal and state laws, rules and regulations. **Utility** agrees to supply, upon request by the **County**, proof of compliance with the aforementioned laws, rules and regulations prior to the commencement of construction.

The **Utility** agrees to develop relocation or adjustment costs by accumulating actual direct and related indirect costs in accordance with a work order accounting procedure prescribed by the **County**, or may, with the **County's** approval, accumulate actual direct and related indirect costs in accordance with an established accounting procedure developed by **Utility**. Bills for work hereunder will be submitted to the **County** not later than 90 days after completion of the work.

When requested, the **County** will make intermediate payments at not less than monthly intervals to **Utility** when properly billed and such payments will not exceed 80 percent (80%) of the eligible cost as shown in each such billing. In addition, the **County** will make a payment, before audit, which will bring the total percentage paid to the **Utility** up to the 90% eligible cost. Intermediate payments shall not be construed as final payment for any items included in the intermediate payment.

Upon execution of this agreement by both parties hereto, the **County** will, by written notice, authorize the **Utility** to perform such work diligently, and to conclude said adjustment, removal, or relocation by the stated completion date. The completion date shall be extended for delays caused by events outside **Utility's** control, including an event of Force Majeure, which shall include a strike, war or act of war (whether an actual declaration of war is made or not), insurrection, riot, act of public enemy, accident, fire, flood or other act of God, sabotage, or other events, interference by the **County** or any other party with **Utility's** ability to proceed with the relocation, or any

The **County** will, upon satisfactory completion of the relocation or adjustment and upon receipt of final billing prepared in an approved form and manner, make payment in the amount of 90 percent (90%) of the eligible costs as shown in the final billing prior to audit and after such audit shall make an additional final payment totaling the reimbursement amount found eligible for **County** reimbursement.

Unless an item below is stricken and initialed by the **County and Utility**, this agreement in its entirety consists of the following:

1. Standard Utility Agreement;
2. Plans, Specifications, and Estimated Costs (Attachment "A");
3. Utility's Schedule of Work and Estimated Date of Completion (Attachment "B");
4. Eligibility Ratio (Attachment "C");
5. Betterment Calculation and Estimates (Attachment "D");
6. Proof of Property Interest – ROW-U-1A(Wilco) (Attachment "E");
7. Copy of Approved TxDOT Online Installation Permit (Attachment "F"); and
8. Inclusion in Highway Construction Contract (if applicable) (Attachment "I").

All attachments are included herein as if fully set forth. In the event it is determined that a substantial change from the statement of work contained in this agreement is required, reimbursement therefore shall be limited to costs covered by a modification or amendment of this agreement or a written change or extra work order approved by the **County and Utility**.

This agreement is subject to cancellation by the **County** at any time up to the date that work under this agreement has been authorized and that such cancellation will not create any liability on the part of the **County**.

The State and/or County Auditor may conduct an audit or investigation of any entity receiving funds from the **County** directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

The **Utility** by execution of this agreement does not waive any of the rights which **Utility** may have within the limits of the law.

It is expressly understood that the **Utility** conducts the adjustment, removal, or relocation at its own risk, and that the **County** makes no warranties or representations regarding the existence or location of utilities currently within its right of way.

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party represented.

UTILITY

WILLIAMSON COUNTY

Utility: Frontier Communications
Name of Utility

By: _____
Authorized Signature

By: 
Authorized Signature

Print or Type Name

Kevin Moseley
Print or Type Name

Title: _____

Title: Manager

Date: _____

Date: 4/6/17

Attachment A
Plans, Specifications, and Estimated Costs



7/13/2017

5210300

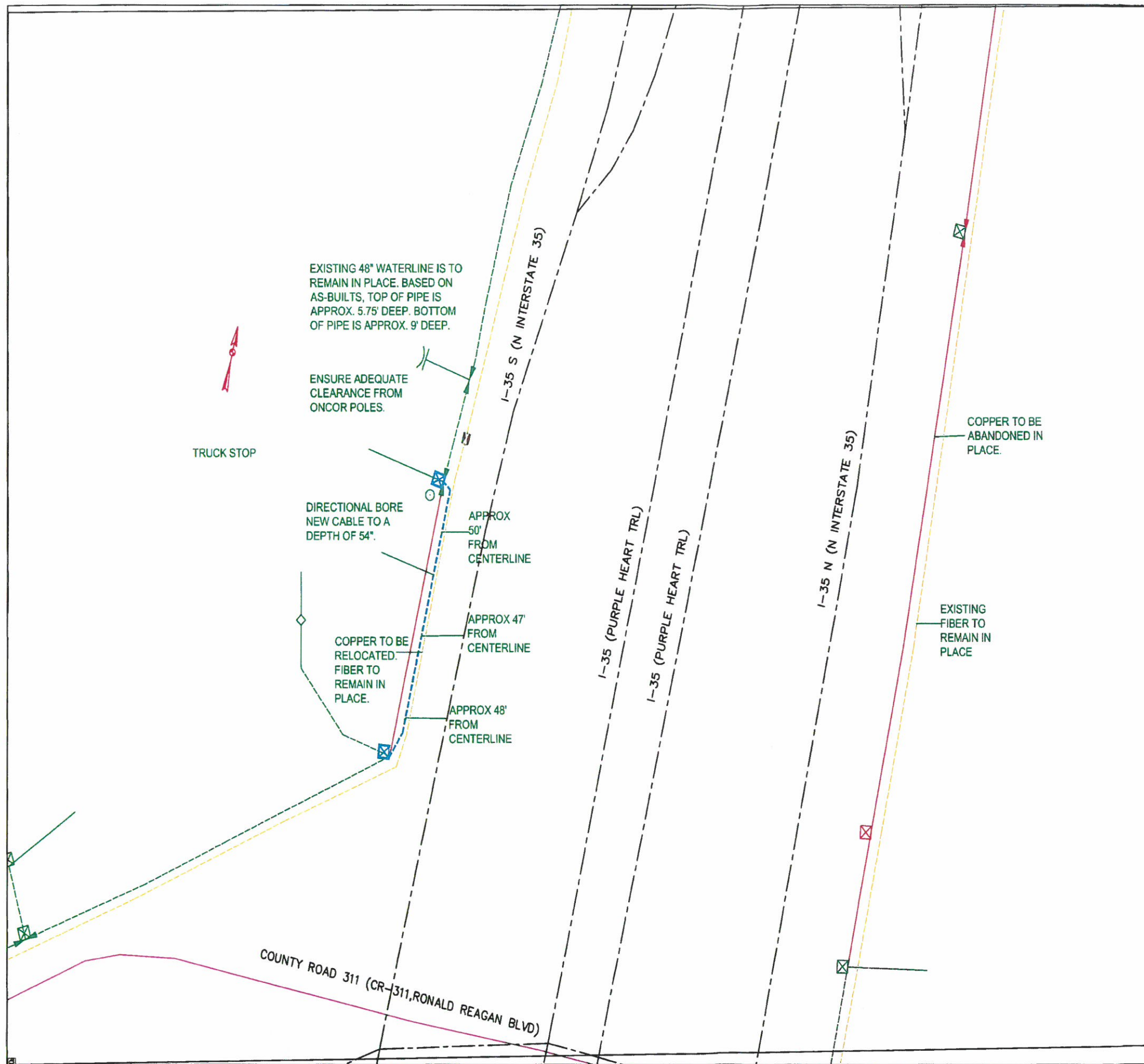
Exchange: Jarrell
 70426-JRRLTXXA


Project Name: Ronald Reagan @ IH 35, Phase I
 U Number

MATERIALS	UNITS	QTY	PER FOOT	TOTALS	REMARKS
AL50X24	Feet	400	1.242	\$ 496.80	
6" Ped	Each	2	80.85	\$ 161.70	

LABOR	UNITS	QTY	HOURLY RATE	TOTALS	REMARKS
Engineering Labor	Hours	80	\$124.80	\$ 9,984.00	
Splicing Labor	Hours	32	\$105.63	\$ 3,380.00	
Inspector	EA	1	\$99.00	\$ 99.00	
Contractor	Bid			\$ 9,951.00	

Contractor's Breakdown					
Place Cable	Feet	400	\$23.688750	\$ 9,475.50	
Place Peds	Each	2	\$237.75	\$ 475.50	\$ 9,951.00
TOTAL ESTIMATED COST FOR CUSTOMER				\$ 24,072.50	





frontier
Communications

RR 35 FTR RELO

PROJECT NUMBER:		C.O. AREA:	
DRAWN DATE:		EXCH. CODE:	
ENGR: Steve Wolff	CNTY:	PHONE: 512-863-2744	FILE:
SCALE: 1"=100'	TAX DISTRICT:	DWG	OF
TWNSHP:	RNG:	SEC:	

Attachment B

Utility's Schedule of Work and Estimated Date of Completion

Estimated Start Date: 10/28/2016

Estimated Completion Date: 11/22/2016

Attachment C

Eligibility Ratio

See Attachment "H" for proof of property interest, which is established at 100 % eligible.

Attachment D

Betterment Calculation and Estimates

Betterment does not exist in this agreement.

Attachment E

Proof of Property Interest

On Interstate highways, Texas Transportation Code section 203.092 provides that utility reimbursement for facility relocation is dependent upon whether the relocation cost are eligible for Federal participation. No proof of property interest is required because pursuant to current state and federal law, federal participation is 100% of all eligible cost.

Attachment F

Copy of Approved TXDOT Online Installation Permit

TxDOT Utility Installation Request System

Installation Request No.: AUS20170407102421

Thank you for submitting the installation request. This request is now under review at TxDOT.

Installation Owner: Frontier
Office Name: Georgetown
Applicant Name: Steve Wolff
Phone: 512-863-2745

Mobile:
Email: steve.w.wolff@ftr.com
Route: IH0035
Control Section: 001508

Approval Form
Online version 11/2005

APPROVAL

To Steve Wolff

Frontier

1700 Austin Ave

Georgetown, TX 78626

Date 5/17/2017

Application No. AUS20170407102421

District App. No. 012

Highway IH 0035

Control Section 001508

Maintenance Section Williamson Co Maintenance

County Williamson

TxDOT offers no objection to the location on the right-of-way of your proposed utility installation, as described by Notice of Proposed Utility Installation No. AUS20170407102421 (District Application No. 012) dated 5/17/2017 and accompanying documentation, except as noted below.

Not applicable

When installing utility lines on controlled access highways, your attention is directed to governing laws, especially to Texas Transportation Code, Title 6, Chapter 203, pertaining to Modernization of State Highways; Controlled Access Highways. Access for serving this installation shall be limited to access via (a) frontage roads where provided, (b) nearby or adjacent public roads or streets, (c) trails along or near the highway right-of-way lines, connecting only to an intersecting roads; from any one or all of which entry may be made to the outer portion of the highway right-of-way for normal service and maintenance operations. The Installation Owner's rights of access to the through-traffic roadways and ramps shall be subject to the same rules and regulations as apply to the general public except, however, if an emergency situation occurs and usual means of access for normal service operations will not permit the immediate action required by the Utility Installation Owner in making emergency repairs as required for the safety and welfare of the public, the Utility Owners shall have a temporary right of access to and from the through-traffic roadways and ramps as necessary to accomplish the required emergency repairs, provided TxDOT is immediately notified by the Utility Installation Owner when such repairs are initiated and adequate provision is made by the Utility Installation Owner for convenience and safety of highway traffic.

The installation shall not damage any part of the highway and adequate provisions must be made to cause minimum inconveniences to traffic and adjacent property owners. In the event the Installation Owner fails to comply with any or all of the requirements as set forth herein, the State may take such action as it deems appropriate to compel compliance.

It is expressly understood that the TxDOT does not purport, hereby, to grant any right, claim, title, or easement in or upon this highway; and it is further understood that the TxDOT may require the Installation Owner to relocate this line, subject to provisions of governing laws, by giving thirty (30) days written notice.

If construction has not started within six (6) months of the date of this approval, the approval will automatically expire and you will be required to submit a new application. You are also requested to notify this office prior to commencement of any routine or periodic maintenance which requires pruning of trees within the highway right-of-way, so that we may provide specifications for the extent and methods to govern in trimming, topping, tree balance, type of cuts, painting cuts and clean up. These specifications are intended to preserve our considerable investment in highway planting and beautification, by reducing damage due to trimming.

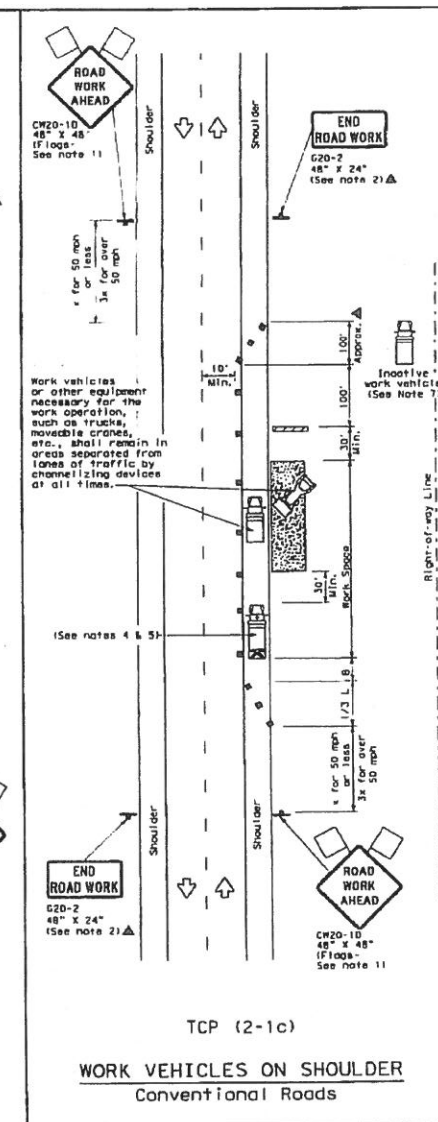
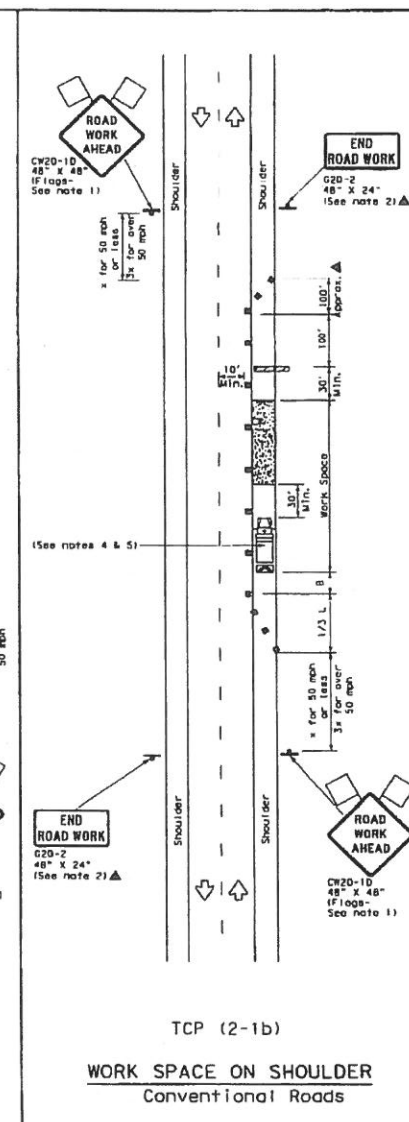
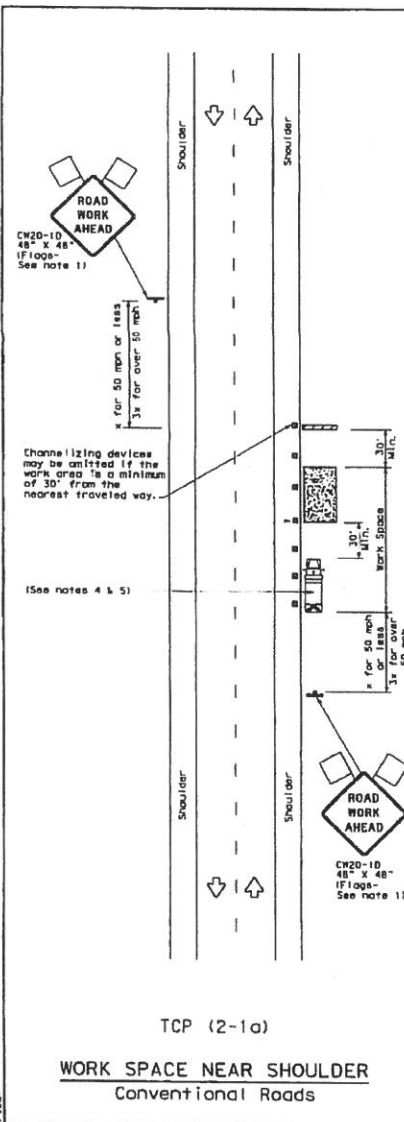
Special Provisions:
TCP 2-1 12

You are required to notify TxDOT 48 hours (2 business days) before you start construction to allow for proper inspection and coordination of work days and traffic control plans. Use the UIR website for the 48-hour notification. DO NOT start construction until you have coordinated the construction start date and inspection with TxDOT. You are also required to keep a copy of this Approval, the Notice of Proposed Installation, and any approved amendments at the job site at all times.

	Texas Department of Transportation
By	Tracy House
Title	Permit Coordinator
District	Austin

DISCLAIMER: The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by the Texas Department of Transportation for the use of this standard for any purpose other than that for which it was intended. The user assumes all liability for any use of this standard for any purpose other than that for which it was intended.

DATE: FILE:



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

Posted Speed M	Formula	Minimum Desirable Taper Lengths ft	Suggested Maximum Spacing of Channelizing Devices	Minimum Sign Spacing ft	Suggested Longitudinal Buffer Space ft
30	150'	150'	30'	120'	90'
35	150'	150'	30'	120'	90'
40	205'	205'	35'	160'	120'
45	265'	265'	40'	240'	155'
50	450'	450'	45'	300'	195'
55	550'	550'	50'	400'	240'
60	600'	600'	55'	400'	295'
65	650'	650'	60'	400'	350'
70	700'	700'	65'	400'	410'
75	750'	750'	70'	400'	475'

* 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	LONG TERM STATIONARY
	✓	✓	✓

GENERAL NOTES

- Flags attached to signs where shown, are REQUIRED.
- All traffic control devices illustrated are REQUIRED, except those indicated with the triangle symbol may be omitted when stated in the plans, or for routine maintenance work, when approved by the Engineer.
- Stockpiles of material should be placed a minimum of 30 feet from nearest traveled way.
- Shadow Vehicle with TMA and high intensity rotating, flashing, oscillating or strobe lights. A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of work exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
- Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect a wider work space.
- See TCPIS-1 for shoulder work on divided highways, expressways and freeways.
- Inactive work vehicles or other equipment should be parked near the right-of-way line and not parked on the paved shoulder.
- CW21-5 "SHOULDER WORK" signs may be used in place of CW21-10 "ROAD WORK AHEAD" signs for shoulder work on conventional roadways.

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 CONVENTIONAL ROAD SHOULDER WORK

TCP (2-1)-12

REVISED	DATE	BY	CHKD	APPD
2-94	2-12			
1-97				
4-98				
1-01				

Utility Joint Use Agreement 80A

Agreement No. WC-JUA-UTILITY-IH35@RR BLVD- FRONTIER COMMUNICATIONS

THE STATE OF TEXAS}
COUNTY OF WILLIAMSON}

County: Williamson
Road Location: IH 35 at Ronald Reagan
Bldv.:

WHEREAS, Williamson County, hereinafter called the **County**, proposes to make certain roadway improvements on that section of the above indicated roadway; and

WHEREAS, Frontier Communications, hereinafter called the **Owner**, proposes to relocate certain of its facilities on, along or across, and within or over such limits of the roadway right of way as indicated on the plans attached, executed by **Owner** on the 6 day of April, 2017, or on location sketches attached hereto except as provided below;

NOW, THEREFORE, it is hereby mutually agreed that joint use for both roadway and utility purposes will be made of the area within the right of way limits as such area is defined and to the extent indicated on the aforementioned plans or sketches. Where **Owner** by reason of ownership within the area described above of an easement or fee title has the right to alter, modify or add to facilities presently located within the area described or construct additional facilities therein, such right is hereby retained, provided, however, if existing facilities are to be altered or modified or new facilities constructed within said area the **Owner** agrees to notify the **County** prior thereto, to furnish necessary sketches showing location, type of construction and methods to be used for protection of traffic, and if, in the sole opinion of the **County**, such alteration, modification or new construction will injure the roadway or endanger the traveling public using said roadway, the **County** shall have the right, after receipt of such notice, to prescribe such regulations and rules for the work proposed by **Owner** as the **County** deems necessary for the protection of the roadway facility and the traveling public using said roadway; provided further, however, that such regulations and rules shall not extend to the requiring of the placement of intended overhead lines underground or the routing of any lines outside of the area of joint usage above described.

In the event of an emergency, it being evident that immediate action is necessary for protection of the public health and safety and to minimize property damage and loss of investment, either party hereto may at their own responsibility and risk make necessary emergency repairs, notifying the other party hereto of this action as soon as is practical.

Participation in actual costs incurred by the **Owner** for any future adjustment, removal or relocation of utility facilities required by roadway construction shall be in accordance with this Agreement and the laws of the State of Texas. Except as expressly provided herein, (1) the **Owner's** rights of access to the through-traffic roadways and/or ramps shall be subject to the same rules and regulations as apply to the general public, and (2) the **Owner** and the **County**, by execution of this agreement, do not waive or relinquish any right which they may have under the law or Constitution of this State.

In the event the **Owner** fails to comply with the requirements as set out herein, the **County** may take such action, as it deems appropriate to compel compliance.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures.

Owner: Frontier Communications

Williamson County

Utility Name

By *Ken Maly*
Authorized Signature

By _____
Authorized Signature

Title: *Manager*

Title: Williamson County Judge

Date: *4/6/17*

Date: _____

Attachment I

Inclusion in Highway Construction Contract

"Not Applicable"

LETTER OF TRANSMITTAL

To: HNTB
101 East Old Settlers Blvd. Suite100
Round Rock, Texas 78664

Date: 07/13/2017
CobbFendley Job: 1703-011-01
Re: IH 35 at Ronald Reagan Blvd

Frontier's Utility Agreement

ATTENTION: Eddie Church 512-744-9082

WE ARE SENDING YOU THE FOLLOWING VIA: courier

☐ Prints

☒ Originals

☐ Other

QUANTITY	DESCRIPTION
5	Frontier's - Utility Agreement Package

Received

JUL 13 2017

PURPOSE OF TRANSMITTAL:

☒ For Approval

☐ For Your Use

☐ As Requested

☐ For Review & Comment

HNTB Corporation
Round Rock

Mr. Church:

Please see the attached Frontier's Utility Agreement Package for the above project. We have reviewed and approved Frontier's Utility Agreement Package in the amount of \$24,072.50.

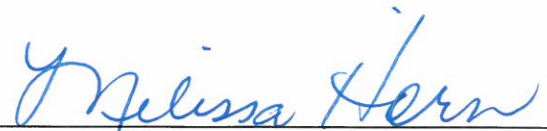
If you have any questions, please let me know.

Thank you,

Copy To File

Received By: _____
Date & Time: _____

SIGNED


Melissa Horn, Principal

Commissioners Court - Regular Session**26.****Meeting Date:** 07/25/2017

CR 110 Middle - Utility Agreement with Atmos Energy

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

Information**Agenda Item**

Discuss, consider, and take appropriate action regarding the Utility Agreement with Atmos Energy for utility relocations on the CR 110 Middle Project, a Road Bond Project in Commissioner Precinct 4.

Background

Atmos Energy has existing facilities in conflict with the CR 110 Middle Project. The Utility Agreement for the relocations is for a total amount of \$605,658.02. Atmos is 100% eligible for reimbursement. The total anticipated reimbursement to Atmos by the County is \$605,658.02 (100% of \$605,658.02).

Fiscal Impact

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

AttachmentsCR 110 Middle - Utility Agreement with Atmos Energy

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Dawn Haggard

Final Approval Date: 07/20/2017

Reviewed By

Wendy Coco

Date

07/20/2017 11:36 AM

Started On: 07/19/2017 11:59 AM

REIMBURSEMENT AGREEMENT

This Reimbursement Agreement ("Agreement") is made and entered into and effective the 28 day of June, 2017, by and between Atmos Energy Corporation (hereinafter referred to as "Utility"), and Williamson County, Texas, (hereinafter referred to as "County").

WITNESSETH:

WHEREAS, Utility is the owner of certain 4", 8" high pressure gas line crossing CR 110 Middle: (herein called Facilities).

WHEREAS, County desires to construct proposed CR 110 Middle: From 850' North of Limmer Loop to North of CR 107. (hereinafter called "Project") and make improvements to Project as shown on plans submitted to Utility;

WHEREAS, to accommodate the Project, County desires Utility to perform certain facility modification/relocation work herein referred to as the "Work" and described as follows:

- Atmos Energy relocation consist of: Installation of approximate 369' of 4" & 334' of 8" coated steel pipeline by approved open trench method.
- Atmos Energy relocation consist of: Installation of approximate 330' of 8" hd poly pipeline by approved open trench method.
- Atmos Energy relocation consist of: Installation of approximate 136' of 12" coated steel pipeline casing by approved open trench method.
- Upon completion of Project, Contractor will provide an as-built drawing of the relocation to the Utility and County.

WHEREAS, Utility, under the terms hereinafter stated, has evaluated the Project and is willing to perform Work to its Facilities to accommodate the Project, provided the County reimburses Utility for 100% of its eligible costs for labor and materials to do the Work.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, Utility agrees to perform the Work and permit the Project subject to the following terms and provisions:

1. County agrees that the description of the Work listed above contains a complete representation of the Work requested of Utility to accommodate the Project.
2. County shall, at its own expense, inspect the Work by Utility hereunder, to assure itself that the Work is being performed in compliance with the standards of County.
3. Though this agreement is based on the proposed "Good Faith Estimate" herein referred to as the "Estimate" listed below: (See Attachment "A" for detailed estimate)

Estimated 1,169 lf of gas line along with apparatus defined as Work = \$605,658.02

County agrees to bear 100% of the eligible costs incurred by Utility relating to the Work as referenced in attached estimate. Final eligible costs may be more or less than the Estimate, which shall

not be construed as a limitation of costs for such Work. County recognizes that Utility may use one or more contractors to perform the Work. Should the County delay or cancel the Project for any reason, County agrees to reimburse Utility for all associated costs, including but not limited to preliminary design, engineering, survey, material purchasing, contract labor, etc.

4. Upon completion of said Work, Utility shall make an accounting of final costs and provide County an invoice of the same. The final eligible cost may be greater or less than the Estimate and County shall be liable to Utility for 100% of the eligible final cost. After receipt and approval of invoice, County shall pay the full amount within 30 days.
5. County shall perform all operations and construction activities below or adjacent to the Facilities in a workmanlike and safe manner and in conformance with all applicable industry and governmental standards and conditions that may be imposed by Utility from time to time. No construction activity by County shall be performed under, across, or adjacent to the Facilities until the Work of Utility has been completed.
6. Notice shall be given to Utility by County, at least 48 hours in advance of commencement of any construction activity on or adjacent to the Facilities, excepting only cases of emergency. Said notice shall be given to Texas One-Call: 1-800-245-4545. In the event County breaches any of the terms, covenants or provisions of this Agreement and Utility commences litigation to enforce any provisions of this Agreement, the cost of attorneys' fees, interest and the attendant expenses will be payable to Utility by County upon demand.
7. To the fullest extent permitted by law, the County shall indemnify, save, hold harmless, and at Utility's option, defend Utility and its affiliated companies and their directors, officers, employees and agents from any and all claims, demands, cost (including reasonable attorney and expert witness fees and court costs), expenses, losses, causes of action (whether at law or in equity), fines, civil penalties, and administrative proceedings for injury or death to persons or damage or loss to property or other business losses, including those made or incurred by Utility or its directors, officers, employees, or agents and including environmental damage in any way arising from or connected with the existence, construction, operation, maintenance, removal or other operations arising out of the Work as described in this Agreement and the construction, operation and/or use of the Project by County, except those arising from Utility's sole negligence.
8. This Agreement supersedes every antecedent or concurrent oral and/or written declaration and/or understanding pertaining to the Work or construction activity by and between Utility and County.
9. As soon as possible after the document is prepared, Utility and County shall sign a Utility Joint Use Agreement and make a part hereof.

Unless an item below is stricken and initialed by the County and Utility, this agreement in its entirety consists of the following:

1. Utility Agreement - Wilco –U-35 – 100% County – Off System
2. Plans, Specification, and Estimated Costs (Attachment “A”)
3. Utility’s Schedule of Work and Estimated Date of Completion (Attachment “B”)
4. Eligibility Ratio (Attachment “C”)
5. Betterment Calculation and Estimates (Attachment “D”)
6. Proof of Property Interest – ROW-U-1A (Attachment “E”)
7. Wilco-U-80A – Joint Use Agreement (Attachment “F”)

IN WITNESS WHEREOF, we have hereunto set our hands on the day and year below.

UTILITY

Utility: Atmos Energy Corporation
Name of Utility

By: 
Jeffrey S. Knights

Jeffrey S. Knights
Print or Type Name

Title: VP Technical Services, Mid-Tex Division

Date: 6/28/17

WILLIAMSON COUNTY

By: _____
Authorized Signature

Dan A. Gattis
Print or Type Name

Title: Williamson County Judge

Date: _____

Attachment A

Plans, Specifications, and Estimated Costs

MATERIALS WITH STORES (ITEMS ORDERED THROUGH MCJUNKIN OR ON ATMOS POs)					
DESCRIPTION	SIZE	QTY	PRICE	UNIT	COST
PIPE ERW 8 X .322W CS FBE BEV DRL X42	8	360	\$ 25.00	FT	\$ 9,000.00
PIPE ERW 8 X .250W CS FBE BEV DRL X52	8	20	\$ 20.00	FT	\$ 400.00
8-INCH STEEL FITTINGS	8	4	\$ 155.00	EA	\$ 620.00
8-INCH STOPPLE FITTINGS	8	1	\$ 3,000.00	EA	\$ 3,000.00
PIPE ERW 4 X .237W CS FBE BEV DRL X42	4	400	\$ 10.00	FT	\$ 4,000.00
4-INCH STEEL FITTINGS	4	4	\$ 80.00	EA	\$ 320.00
4-INCH STOPPLE FITTINGS	4	1	\$ 1,500.00	EA	\$ 1,500.00
PIPE ERW 12 X .219W CS BARE BEV DRL X42	12	160	\$ 23.00	FT	\$ 3,680.00
PIPE POLY 8 PE 3408/PE 4710 YLW STRIPE SDR11 40FT	8	360	\$ 12.00	FT	\$ 4,320.00
8-INCH POLY FITTINGS	8	4	\$ 65.00	EA	\$ 260.00
2-INCH POLY BYPASS PIPING & FITTINGS	2	8	\$ 51.00	EA	\$ 408.00
Temporary Purge, Pressure Test & Load Assemblies, Wire, Caution Tap, Signage and Marker Balls		1	\$ 1,750.00	EA	\$ 1,750.00
MATERIALS WITH STORES SUBTOTAL					\$ 29,258.00
TAX (8.25%)					\$ 2,413.79
FREIGHT (2.5%)					\$ 731.45
MATERIALS WITH STORES TOTAL					\$ 32,403.24

LAND RIGHTS				
DESCRIPTION	QTY	PRICE	UNIT	COST
DAMAGES AND RESTORATION	-	\$ 0.75	Sq.Ft.	\$ -
LAND RIGHTS TOTAL				\$ -

COMPANY LABOR (TOTAL DIRECT CAPITAL LABOR)				
DESCRIPTION	QTY	PRICE	UNIT	COST
ENGINEERING	80	\$ 70	HR	\$ 5,600.00
FIELD OPERATIONS	160	\$ 50	HR	\$ 8,000.00
ENVIRONMENTAL	24	\$ 35	HR	\$ 840.00
RIGHT OF WAY AGENT	30	\$ 35	HR	\$ 1,050.00
FIELD CONSTRUCTION COORDINATOR (FCC)	240	\$ 35	HR	\$ 8,400.00
COMPANY LABOR TOTAL				\$ 23,890.00

CONTRACT LABOR				
DESCRIPTION	QTY	PRICE	UNIT	COST
CONTRACT ENGINEERING	188	\$ 95.50	HR	\$ 17,954.00
SURVEY CREW	40	\$ 150.00	HR	\$ 6,000.00
INSTALL 8-INCH STEEL PIPE VIA BORE/TRENCH	334	\$ 355.00	FT	\$ 118,570.00
INSTALL 4-INCH STEEL PIPE VIA BORE/TRENCH	369	\$ 265.00	FT	\$ 97,785.00
INSTALL 8-INCH POLY PIPE w/ 12-INCH STEEL CASING VIA BORE/TRENCH	330	\$ 260.00	FT	\$ 85,800.00
ABANDONMENT/REMOVAL	753	\$ 12.00	FT	\$ 9,036.00
STOPPLE INSTALLATION	2	\$ 4,500.00	EA	\$ 9,000.00
X-RAY CREW	5	\$ 1,500.00	DAY	\$ 7,500.00
CONSTRUCTION INSPECTOR (3RD PARTY)	80	\$ 85.00	HR	\$ 6,800.00
CONTRACT LABOR TOTAL				\$ 358,445.00
TAX (0.0%)				\$ -
CONTRACT LABOR TOTAL				\$ 358,445.00

OTHER COSTS				
DESCRIPTION	QTY	PRICE	UNIT	COST
COST OF GAS LOST (MCF)	1	\$ 9	EA	\$ 9.00
OTHER COSTS TOTAL				\$ 9.00

DIRECT COST OVERHEADS				
DESCRIPTION				COST
BENEFITS OVERHEADS(52.53% OF COMPANY LABOR)				\$ 12,549.42
STORES OVERHEADS(4.0% OF MATERIALS WITH STORES)				\$ 1,296.13
DIRECT OVERHEADS TOTAL				\$ 13,845.55

TOTAL DIRECT COSTS \$ 428,592.78

INDIRECT COSTS				
DESCRIPTION				COST
Corporate Overhead (Corp A&G, BU A&G, etc) (41.31%)				\$ 177,065.24
TOTAL INDIRECT COSTS				\$ 177,065.24

TOTAL DIRECT AND INDIRECT COSTS \$ 605,658.02

ESTIMATED TOTAL PROJECT COST (CAPITALIZED)	\$ 605,658.02
INCOME TAX ADJUSTMENT (0.0% OF PROJECT TOTAL)	\$ -
FRANCHISE FEE (0.0%)	\$ -

"THE PURPOSE OF THIS DRAWING IS TO RELOCATE ATMOS ENERGY PIPELINES ONLY."

WILLIAMSON COUNTY CR 110 MIDDLE

WILLIAMSON COUNTY (LIMITS: NORTH OF LIMMER LOOP TO NORTH OF CR 107)

MID-TEX PIPELINE RELOCATION

LEGEND

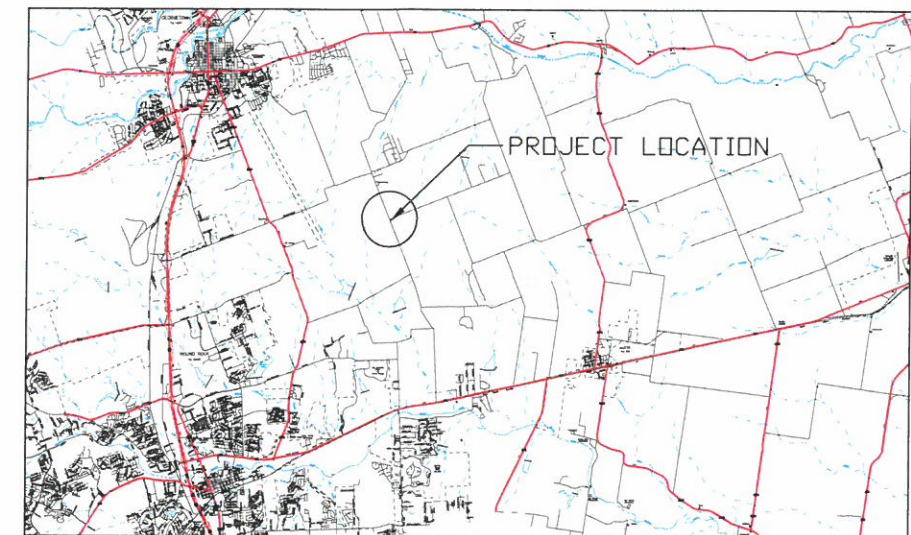
EXISTING ATMOS GAS
TO BE ABANDONED
TO BE REMOVED
PROPOSED 4" ATMOS STEEL
PROPOSED 8" ATMOS STEEL
PROPOSED 8" ATMOS POLY
PROPOSED ENCASED ATMOS POLY
PROPOSED 2" POLY BYPASS
EXISTING ROW
PROPOSED ROW

— GAS —
///GAS-EX-ABANDON///
- - - GAS - - -
4-GAS
8-GAS
8-GAS
8-GAS
2-GAS
ROW-EX
ROW-PROP

PIPE SUMMARY

INSTALL - 324' OF 8" STEEL (0.322 w.t.)
INSTALL - 10' OF 8" STEEL (0.250 w.t.)
INSTALL - 369' OF 4" STEEL
REMOVE - 260' OF 8" STEEL
REMOVE - 240' OF 4" STEEL
INSTALL - 330' OF 8" POLY
INSTALL - 136' OF 12" STEEL CASING
INSTALL - 31' OF 2" POLY BYPASS PIPING
REMOVE - 253' OF 8" POLY

KEY MAP



PIPE SPECIFICATIONS					DESIGN DATA								TESTING REQUIREMENTS						COATING SPECIFICATIONS	FIELD JOINT COATING	LONG SEAM TYPE	FIELD JOINT TYPE
MARK	DESCRIPTION	O.D. INCHES	WALL THICKNESS INCHES	PIPE GRADE	DESIGN CLASS	CLASS OR CWP/WOG	DESIGN PRESS. FOR ANSI RATING	DESIGN FACTOR USED	P.S.I.G. @ 100% S.M.Y.S.	MAX DESIGN PRESSURE ALLOWED (PSIG)	DESIGN MAOP (PSIG)	INTERNAL HOOP STRESS % SMYS	TEST PRESSURE RATIO (PSIG)	MINIMUM TEST PRESSURE (PSIG)	MAXIMUM TEST PRESSURE (PSIG)	TEST DURATION (HOURS)	TEST MEDIUM	X-RAY %				
A	PIPE	8.625	0.322	X52	3	N/A	N/A	0.50	3882	1941	800	20.6	3.3	2640	2740	8	WATER	100	FBE - 15 MIL	2-PART EPOXY	ERW	WELDED
B	PIPE	8.625	0.250	X52	3	N/A	N/A	0.50	3014	1507	800	26.5	3.3	2640	2740	8	WATER	100	FBE - 15 MIL	2-PART EPOXY	ERW	WELDED
C	PIPE	4.500	0.237	X42	3	N/A	N/A	0.50	4424	2212	400	9.0	3.3	1320	1420	8	WATER	100	FBE - 15 MIL	2-PART EPOXY	ERW	WELDED
D	FITTING	8.625	0.322	X52	3	N/A	N/A	0.50	3882	1941	800	20.6	3.3	2640	2740	8	WATER	100	FBE - 15 MIL	2-PART EPOXY	ERW	WELDED
E	FITTING	4.500	0.237	X42	3	N/A	N/A	0.50	4424	2212	400	9.0	3.3	1320	1420	8	WATER	100	FBE - 15 MIL	2-PART EPOXY	ERW	WELDED
F	CASING	12.750	0.250	B	3	N/A	N/A	0.50	1372	686	N/A	0.0	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	ERW	WELDED

PIPE SPECIFICATIONS					DESIGN DATA					TESTING REQUIREMENTS				WELDING SPECIFICATIONS
MARK	DESCRIPTION	O.D. INCHES	SDR	PE GRADE	CLASS OR CWP/WOG	DESIGN FACTOR USED	P.S.I.G. @ 100% S.M.Y.S.	MAX DESIGN PRESSURE ALLOWED (PSIG)	DESIGN MAOP (PSIG)	TEST PRESSURE RATIO (PSIG)	TEST PRESSURE (PSIG)	TEST DURATION (HOURS)	TEST MEDIUM	FIELD JOINT TYPE
G	PIPE	8.625	11	PE3408	N/A	0.32	320	102	100	1.5	150	8	AIR	ELECTROFUSION
H	FITTING	8.625	11	PE3408	N/A	0.32	320	102	100	1.5	150	8	AIR	ELECTROFUSION

HALFF ASSOCIATES, INC.

PRELIMINARY - FOR INTERIM REVIEW ONLY

These documents are for Interim Review and not intended for Construction, Bidding, or Permit under the supervision of:

JARED L. CANUTESON 100108 F-15767 4-6-2017
PE# FIRM# Date

BY: DLECRY FILE: CR110 MIDDLE DESIGN

A	ISSUED FOR REVIEW	DL	1/31/2017	MW	JC											
B	DESIGN REVISIONS	DL	2/20/2017	MW	JC											
C	REVISIONS PER ATMOS COMMENTS	DL	3/9/2017	MW	JC											
D	TIE-IN REVISIONS	DL	4/6/2017		JC											
REV.	DESCRIPTION	BY	DATE	CHK'D	APP'D	REV.										

THIS DRAWING IS THE PROPERTY OF HALFF TRITEX, INC., RICHARDSON, TX AND IS NOT TO BE REPRODUCED OR USED FOR ANY OTHER PROJECT OR PURPOSE OTHER THAN THAT FOR WHICH IT IS INTENDED.



A WHOLLY-OWNED SUBSIDIARY OF HALFF ASSOCIATES, INC.



A/E: 080.54441
H/T: 16766



ATMOS ENERGY
CR110 MIDDLE RELOCATION
WILLIAMSON COUNTY, TEXAS

UPDATE DATE: 6-APR-17
SCALE: AS NOTED
DRAWING NUMBER:
COVER
SHT. 1 OF 5

Attachment B

Utility's Schedule of Work and Estimated Date of Completion

Estimated Start Date: Approx. 2 Weeks From NTP (Subject to Contractor Availability)

Estimated Completion Date: Approx. 3 Weeks Construction Duration

Attachment C

Eligibility Ratio

See Attachment "E" for proof of property interest, which is established at 100% eligible.

Attachment D

Betterment Calculation and Estimates

Betterment does not exist in this agreement.

Attachment E

Proof of Property Interest

Received

JUL 17 2017



HNTB Corporation
Round Rock

LETTER OF TRANSMITTAL

To: HNTB
101 E. Old Settlers Blvd., Suite 100
Round Rock, Texas 78664

Date: July 17, 2017

CF Project Number: 1703-011-01-42

Re: Williamson County

CR 110 Middle - Atmos

Atmos Energy Corporation

ATTENTION: Eddie Church 512-527-6723

WE ARE SENDING YOU THE FOLLOWING VIA: Hand Delivery

☐ Prints

☒ Originals

☐ Other

QUANTITY	DESCRIPTION
5	CR 100 Middle - Atmos Energy Corporation Utility Agreement Package

PURPOSE OF TRANSMITTAL:

☒ For Approval

☐ For Your Use

☐ As Requested

☐ For Review & Comment

REMARKS:

Eddie:

Please see the attached Atmos Energy Corporation's Utility Agreement for execution. We have reviewed and recommend execution of this package in the amount of \$605,658.02.

If you have any questions, please let me know.

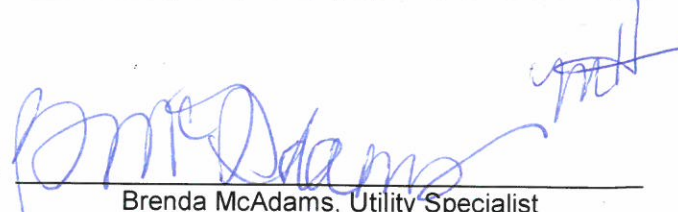
Thank you,
Brenda

Copy To File

Received By: _____

Date & Time: _____

SIGNED


Brenda McAdams, Utility Specialist

Commissioners Court - Regular Session**27.****Meeting Date:** 07/25/2017

Freese and Nichols Contract Amendment 2 San Gabriel Ranch Road repair

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

Information**Agenda Item**

Discuss, consider and take appropriate action on an Amendment No. 2 to Williamson County Contract for Engineering Design Services for the repair of San Gabriel Ranch Road, being dated April 7, 2016, (the "Contract") by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Freese and Nichols, Inc. (the "Engineer").

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments[Contract Amendment to PSA_No.2](#)

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Sarah Ramos

Final Approval Date: 07/19/2017

Reviewed By

Wendy Coco

Date

07/19/2017 07:57 AM

Started On: 07/18/2017 12:20 PM

CONTRACT AMENDMENT NO. 2
TO
WILLIAMSON COUNTY CONTRACT FOR
ENGINEERING SERVICES

WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT:
Engineering Design Services for the repair of San Gabriel Ranch Road ("Project")

THIS CONTRACT AMENDMENT NO. 2 to Williamson County Contract for Engineering Services is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Freese and Nichols, Inc. (the "Engineer") and becomes effective as of the date of the last party's execution below.

WHEREAS, the County and the Engineer executed the Williamson County Contract for Engineering Services dated effective April 07, 2016 (the "Contract");

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

WHEREAS, the "Compensation Cap" under Article 5 of the Contract limits the maximum amount payable under the Contract and such Compensation Cap needs to be increased to fund services in relation to the Project; and,

WHEREAS, it has become necessary to amend the Contract.

AGREEMENT

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

I. The original Compensation Cap under Article 5 of the Contract was increased pursuant to a prior Contract Amendment No. 1 from \$306,702.00 to \$575,083.00. The Compensation Cap pursuant to this Amendment No. 2 is hereby being increased from \$575,083.00 to \$592,665.00.

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

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

ENGINEER:

By: 
Signature

Víctor M. Vasquez
Printed Name

Principal
Title

7-14-17
Date

COUNTY:

By: _____
Signature

Printed Name

Title

Date

Commissioners Court - Regular Session**28.****Meeting Date:** 07/25/2017

CR 110 Middle- 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 Mustang Self Sotrage, LLC for right of way needed on CR 110 Middle (Parcel 4M).

Background

Fiscal Impact

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

Attachments[Mustang Contract](#)

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 07/20/2017

Reviewed By

Wendy Coco

Date

07/20/2017 09:52 AM

Started On: 07/20/2017 09:05 AM

REAL ESTATE CONTRACT
CR 110 Right of Way—Parcel 4M

THIS REAL ESTATE CONTRACT ("Contract") is made by MUSTANG SELF STORAGE, LLC (referred to in this Contract as "Seller") 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:

All of that certain 0.718 acre (31,260 Sq. Ft.) tract of land in the William Dunn Survey, Abstract No. 196, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein **(Parcel 4M)**;

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, any compensation for improvements, and any damage to the remaining property of Seller as a result of this conveyance, shall be the sum of ONE HUNDRED THIRTY THOUSAND and 00/100 Dollars (\$130,000.00).

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;

The Property herein is being conveyed to Purchaser under threat of condemnation.

**ARTICLE V
CLOSING
Closing Date**

5.01. The Closing shall be held at the office of Independence Title Company on or before August 31st, 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 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.

The Deed shall be in the form as shown in Exhibit "B" attached hereto and incorporated herein.

(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: (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.

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.

[signature page follows]

SELLER:

MUSTANG STORAGE, LLC

By: Kent Burkhardt

Its: Partner

Date: 07/13/2017

Address: 7525 CR 110

Round Rock, TX

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Dan A. Gattis
County Judge

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

Date: _____

EXHIBIT A

County: Williamson
Parcel : 4M
Highway: County Road 110

PROPERTY DESCRIPTION FOR PARCEL 4M

DESCRIPTION OF A 0.718 ACRE (31,260 SQUARE FOOT) TRACT OF LAND SITUATED IN THE WILLIAM DUNN SURVEY, ABSTRACT NO. 196 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 10.595 ACRE TRACT OF LAND CONVEYED TO MUSTANG SELF STORAGE, LLC BY INSTRUMENT RECORDED IN DOCUMENT NO. 2012082303 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.718 ACRE (31,260 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING FOR REFERENCE at a 1/2" iron rod found being the northeasterly corner of said 10.595 acre tract, same being an ell corner in the westerly boundary line of the remainder of that called 105.031 acre tract of land (portion of Exhibit "A", Tract 2), conveyed to SEDC DEVCO, INC. by instrument recorded in Document No. 2013084234 of the Official Public Records of Williamson County, Texas, said 105.031 acre tract, described in Tract 5, Exhibit "N" Document No. 2007070996 of the Official Public Records of Williamson County, Texas;

THENCE, with the northerly boundary line of said 10.595 acre tract, same being the westerly boundary line of said remainder of the 105.031 acre tract, S 68°23'10" W for a distance of 587.00 feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW" (Grid Coordinates determined as N=10181009.36, E=3154256.56) set 68.00 feet right of proposed County Road (C.R.) 110 Baseline Station 229+64.56, for the northeasterly corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, departing the westerly boundary line of said remainder of the 105.031 acre tract, with the proposed easterly Right-of-Way (ROW) line of C.R. 110, through the interior of said 10.595 acre tract, the following two (2) courses:

- 1) **S 21°24'44" E** for a distance of **279.63** feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW" set 68.00 feet right of proposed C.R. 110 Baseline Station 226+84.93, for a point of curvature to the right;
- 2) along said curve to the right, having a delta angle of **04°37'50"**, a radius of **5068.00** feet, an arc length of **409.60** feet and a chord which bears **S 19°05'49" E** for a distance of **409.49** feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW" set 68.00 feet right of proposed C.R. 110 Baseline Station 220+80.82, in the southerly boundary line of said 10.595 acre tract, same being in the northerly boundary line of that called 1.501 acre tract of land conveyed to Edwin Wilson and wife, Jennifer Wilson by instrument recorded in Document No. 2014050118 of the Official Public Records of Williamson County, Texas, for the southeasterly corner of the herein described tract;
- 3) **THENCE**, with the southerly boundary line of said 10.595 acre tract, same being the northerly boundary line of said 1.501 acre tract, **S 69°05'52" W** for a distance of **61.50** feet to a calculated point in the existing easterly ROW line of CR 110 (variable width ROW), being an ell corner in the westerly boundary line of said 10.595 acre tract, same being the northwesterly corner of said 1.501 acre tract, for the southwesterly corner of the herein described tract, and from which a 3/8" iron rod found bears **S 11°30'40" E** at a distance of 5.27 feet;

THENCE, departing said northerly boundary line of the 1.501 acre tract, with said existing easterly ROW line, same being said westerly boundary line of the 10.595 acre tract, the following four (4) courses:

- 4) **N 16°39'06" W** for a distance of **179.39** feet to a calculated point, for an angle point of the herein described tract, and from which a 1/2" iron rod found bears **S 03°41'36" W** at a distance of 5.47 feet;
- 5) **N 20°23'06" W** for a distance of **50.27** feet to a 1/2" iron rod found, for an ell corner;
- 6) **N 68°48'21" E** for a distance of **17.58** feet to a calculated point, for an ell corner;
- 7) **N 19°53'42" W** for a distance of **459.31** feet to a 1/2" iron rod with plastic cap stamped "Forest" found for an ell corner in said existing easterly ROW line, being the northwesterly corner of said 10.595 acre tract, same being the westerly boundary line of said remainder of the 105.031 acre tract, for the northwesterly corner of the herein described tract, and from which a 1/2" iron rod with plastic cap stamped "RJ Surveying" found for an ell corner in said existing easterly ROW line, same being an ell corner in the westerly boundary line of said remainder of the 105.031 acre tract, bears **S 68°23'10" W** at a distance of 19.38 feet;
- 8) **THENCE**, with said common boundary line, **N 68°23'10" E** for a distance of **32.51** feet to the **POINT OF BEGINNING**, containing 0.718 acres (31,260 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

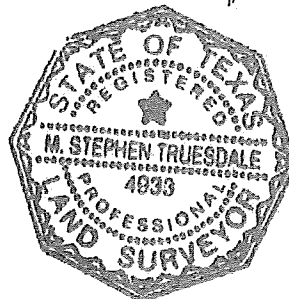
THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
 COUNTY OF WILLIAMSON §

That I, M. Stephen Truesdale, 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 under my direct supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

M. Stephen Truesdale
 M. Stephen Truesdale
 Registered Professional Land Surveyor No. 4933
 Licensed State Land Surveyor
 Inland Geodetics, LLC
 Firm Registration No: 100591-00
 1504 Chisholm Trail Road, Suite 103
 Round Rock, TX 78681

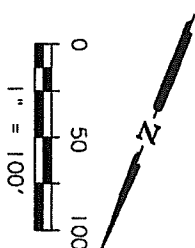
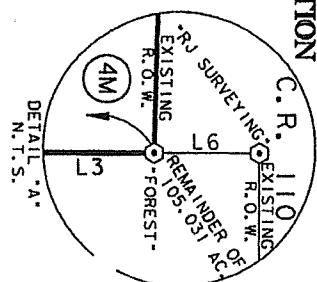
24 June 2016
 Date



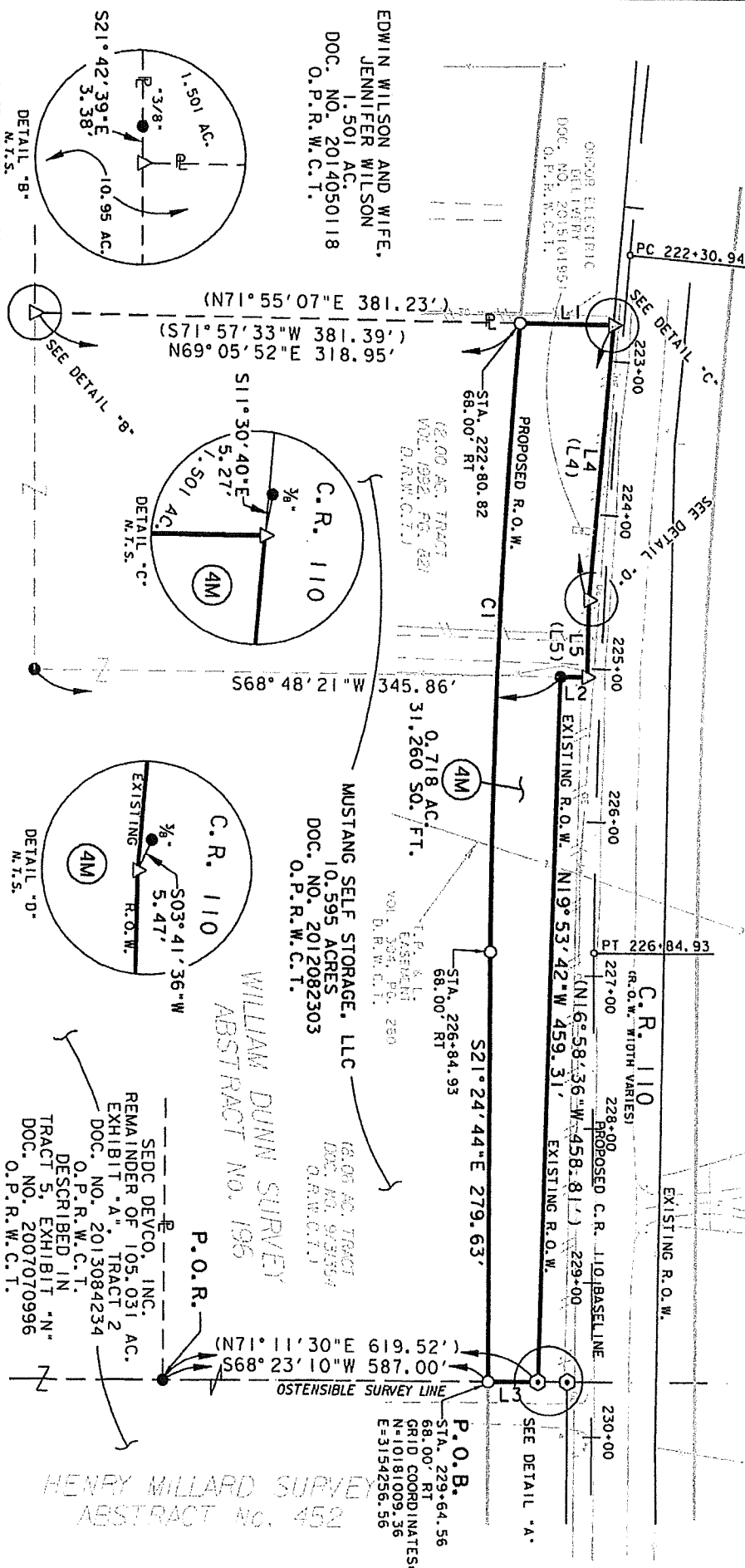
S:_KIMLEY HORN\CR 110\PARCELS\PARCEL 4M ROW

NUMBER	DIRECTION	DISTANCE
L1	S69°05'52"W	61.50'
L2	N68°48'21"E	17.58'
(L2)	(N71°37'10"E)	(14.56')
L3	N68°23'10"E	32.51'

NUMBER	DIRECTION	DISTANCE
L4	N16° 39' 06" W	179.39'
(L4)	(N14° 02' 17" W)	(179.55')
(L5)	(N12° 00' 55" W)	(54.09')
L5	N20° 23' 06" W	50.27'
L6	S68° 23' 10" W	19.38'




NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	04° 37' 50"	5068.00'	409.60'	409.49'	S 19° 05' 49" E



PARCEL PLAT SHOWING PROPERTY OF
MUSTANG SELF STORAGE, LLC

PARCEL 4M



**INLAND
GEODETICS, INC.**

PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD., STE. 103
ROUND ROCK, TX. 78681
PH. (512) 228-1120, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

SCALE
1" = 100'

PROJECT
CR 110

COUNTY
WILLIAMSON

LEGEND

PLAT TO ACCOMPANY PARCEL DESCRIPTION

■ TXDOT TYPE I CONCRETE MONUMENT FOUND

✱ FENCE CORNER POST FOUND

● 1/2" IRON ROD FOUND UNLESS NOTED

⊙ 1/2" IRON ROD FOUND W/PLASTIC CAP (AS NOTED)

⊕ COTTON GIN SPINDLE FOUND

⊙ 1/2" IRON PIPE FOUND UNLESS NOTED

✕ X CUT FOUND

▲ 60/D NAIL FOUND

△ CALCULATED POINT

○ 1/2" IRON ROD W/ ALUMINUM CAP

STAMPED "WILCO-ROW" SET
(UNLESS NOTED OTHERWISE)

Ⓔ PROPERTY LINE
() RECORD INFORMATION
- LINE BREAK

~ DENOTES COMMON OWNERSHIP

P.O.B. POINT OF BEGINNING

P.O.R. POINT OF REFERENCE

N.T.S. NOT TO SCALE

DEED RECORDS

WILLIAMSON COUNTY, TEXAS

OFFICIAL RECORDS

WILLIAMSON COUNTY, TEXAS

OFFICIAL PUBLIC RECORDS

WILLIAMSON COUNTY, TEXAS

PLAT RECORDS

WILLIAMSON COUNTY, TEXAS

1) All bearings shown hereon are based on grid bearing. All distances are surface distances. Coordinates are surface values based on the Texas State Plane Coordinate System, NAD 83, Central Zone using a combined surface adjustment factor of 1.00011.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE OF NO. 1608202-GTN, ISSUED BY STEWART TITLE GUARANTY COMPANY, EFFECTIVE DATE MARCH 02, 2016, ISSUE DATE MARCH 10, 2016.

10G. INCLUSION WITHIN THE UPPER BRUSHY CREEK WCID NO. 1A, SUBJECT TO.

H. EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY BY INSTRUMENT IN VOLUME 304, PAGE 260, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

I. EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY BY INSTRUMENT IN VOLUME 331, PAGE 338, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CANNOT BE LOCATED.

J. EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY BY INSTRUMENT IN VOLUME 439, PAGE 26, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CANNOT BE LOCATED.

K. EASEMENT GRANTED TO JONAH WATER SUPPLY CORPORATION BY INSTRUMENT IN VOLUME 563, PAGE 717, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION, CANNOT BE LOCATED.

L. EASEMENT GRANTED TO ONCOR ELECTRIC DELIVERY COMPANY BY INSTRUMENT IN DOCUMENT NO. 2015101951, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

M. Stephen Truesdale 24 June 2016

M. STEPHEN TRUESDALE DATE:

REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933

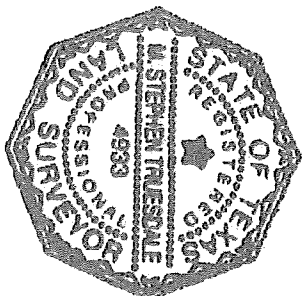
LICENSED STATE LAND SURVEYOR

INLAND GEODETICS, LLC

FIRM REGISTRATION NO. 100591-00

1504 CHISHOLM TRAIL ROAD, SUITE 103

ROUND ROCK, TX 78681



PARCEL PLAT SHOWING PROPERTY OF

MUSTANG SELF STORAGE, LLC

SCALE

1" = 100'

PROJECT

CR 110

COUNTY

WILLIAMSON

	ACRES	SQUARE FEET
ACQUISITION	0.718	31,260
CALC/DEED AREA	10.595	461,518
REMAINING AREA	9.877	430,258

PARCEL 4M

**INLAND
GEODETICS, LLC**

PROFESSIONAL LAND SURVEYORS

1504 CHISHOLM TRAIL RD, STE. 103

ROUND ROCK, TX 78681

PH. (512) 238-1200, FAX (512) 238-1251

FIRM REGISTRATION NO. 100591-00

EXHIBIT "B"

Parcel 4M

DEED

County Road 110 Right of Way

THE STATE OF TEXAS

§

COUNTY OF WILLIAMSON

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

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That MUSTANG STORAGE, LLC, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto WILLIAMSON COUNTY, TEXAS, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows:

All of that certain 0.718 acre (31,260 Sq. Ft.) tract of land in the William Dunn Survey, Abstract No. 196, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (Parcel 4M)

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the property described in said Exhibit "A", to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of CR 110.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the 13th day of July, 2017.

[signature pages follow]

GRANTOR:

MUSTANG STORAGE, LLC

By: Kent Burkhardt
Printed Name: Kent Burkhardt
Its: Partner

ACKNOWLEDGMENT

STATE OF TEXAS

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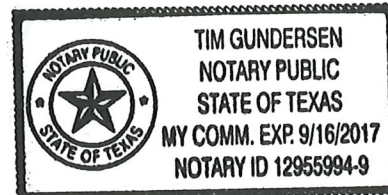
COUNTY OF WILLIAMSON

This instrument was acknowledged before me on this the 13 day of July, 2017 by Tim Gundersen, in the capacity and for the purposes and consideration recited therein.

[Signature]
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, P.C.
309 East Main
Round Rock, Texas 78664



GRANTEE'S MAILING ADDRESS:

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

AFTER RECORDING RETURN TO:

Commissioners Court - Regular Session**29.****Meeting Date:** 07/25/2017

Letter Agreement

Submitted For: Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on a Letter Agreement with the Leschber Family Trust for donating needed right of way for the the expansion along CR 234 and CR 146.

Background

Fiscal Impact

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

Attachments[Leschber Letter Agreement](#)

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 07/20/2017

Reviewed By

Wendy Coco

Date

07/20/2017 09:52 AM

Started On: 07/20/2017 09:10 AM

Sheets & Crossfield, P.C.

ATTORNEYS AT LAW

309 East Main Street • Round Rock, TX 78664-5246

Phone 512-255-8877 • fax 512-255-8986

May 15, 2017

Leschber Family Trust
Attn: Harlan L. and Vickie M. Leschber
1252 CR 234
Georgetown, Texas 78633

Re: Williamson County—County Roads 234 and 146

Dear Mr. and Mrs. Leschber:

Please allow this letter to set out my understanding regarding the agreement for your donation of the right of way to Williamson County ("County") for future transportation corridor expansion along County Roads 234 and 146 in the area of your property that you have been discussing with the County Road & Bridge department and our office.

In return for executing the enclosed deed, the County will pay you a total of \$38,511 to compensate you for the replacement of 7,002 feet of fencing (at \$5.50 per linear foot) along the boundary of your property at the new right of way.

If this meets with your understanding please execute the enclosed deed and this letter where indicated, and we will have this considered by the Commissioners Court and signed by the judge for payment to be processed as quickly as possible.

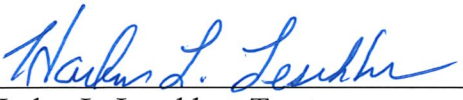
Please feel free to contact me at any time if you have any questions or concerns about these issues.

Very truly yours,



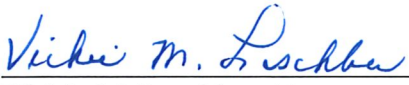
Brian J. Knowles
Sheets & Crossfield, P.C.

AGREED:
Leschber Family Trust



Harlan L. Leschber, Trustee

Date: 07-19-17



Vickie M. Leschber, Trustee

Date: 07-19-17

WILLIAMSON COUNTY, TEXAS

Dan A. Gattis
County Judge

Date: _____

Enclosure: Deed

DEED
CR 234 and CR 146 ROW

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

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

WHEREAS, Williamson County, Texas is authorized to purchase and receive land and such other property rights deemed necessary or convenient for the construction, expansion, enlargement, extension, improvement, or operation of a portion of County Roads 234 and 146 (the "Project") ; and,

WHEREAS, the purchase and/or receipt of the hereinafter-described premises has been deemed necessary or convenient for the construction, expansion, enlargement, extension, improvement, or operation of the Project; and,

WHEREAS, the undersigned Grantors desire to donate the hereinafter described Property to Williamson County, Texas as a charitable contribution under applicable federal income tax statutes and regulations for use as a dedicated public street and for public utilities; and

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That the Leschber Family Trust, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto WILLIAMSON COUNTY, TEXAS, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows (the "Property"):

All of that certain 1.86 acre tract of land, out of the Burrell Eaves Survey, Abstract No. 216, in Williamson County, Texas, and being a portion of that tract described as 113-1/8 acres in a General Warranty Deed to Harlan Lee Leschber and wife, Vickie Leschber, dated March 19, 2008 and recorded as Document Number 2008021818 of the Official Public Records of Williamson County, Texas, and also being a portion of that tract described as 113.8 acres in a General Warranty Deed to Harlan Lee Leschber and wife, Vickie Leschber, dated March 19, 2008 and recorded as Document Number 2008021819 of said Official Public Records, and being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein; and

All of that certain 1.80 acre tract of land, out of the Burrell Eaves Survey, Abstract No. 216, in Williamson County, Texas, and being a portion of that tract described as 113-1/8 acres in a General Warranty Deed to Harlan Lee Leschber and wife, Vickie Leschber, dated March 19, 2008 and recorded as Document Number 2008021818 of the Official Public Records of Williamson County, Texas, and being more fully described by metes and bounds in Exhibit "B", attached hereto and incorporated herein; and

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the property: None.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor donates the Property in an "as is" condition with no representations made or implied as to the quality, fitness, or condition of the Property by Grantor. Grantee is receiving the Property based solely on their inspection and is not relying on any representations made by Grantor. No representations of the use, fitness, size, quality or any other matters concerning the Property have been made by Grantor to Grantee. Grantor warrants only title to the Property as set forth in this Deed.

TO HAVE AND TO HOLD the premises herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantors do hereby bind ourselves, our heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantors, but not otherwise.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2017.

[signature page follows]

GRANTOR:

The Leschber Family Trust

Harlan L. Leschber

Harlan L. Leschber, Trustee

Vickie M. Leschber

Vickie M. Leschber, Trustee

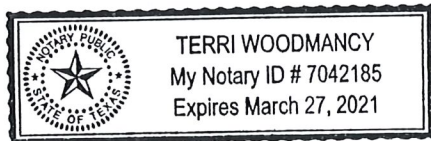
ACKNOWLEDGMENT

STATE OF TEXAS

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COUNTY OF WILLIAMSON

This instrument was acknowledged before me on this the 19 day of July, 2017 by Harlan L. Leschber, as Trustee of the Leschber Family Trust, in the capacity and for the purposes and consideration recited therein.



Terri Woodmancy
Notary Public, State of Texas

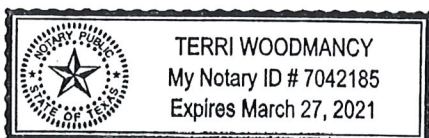
ACKNOWLEDGMENT

STATE OF TEXAS

§
§
§

COUNTY OF WILLIAMSON

This instrument was acknowledged before me on this the 19 day of July, 2017 by Vickie M. Leschber, as Trustee of the Leschber Family Trust, in the capacity and for the purposes and consideration recited therein.



Terri Woodmancy
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, P.C.
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:

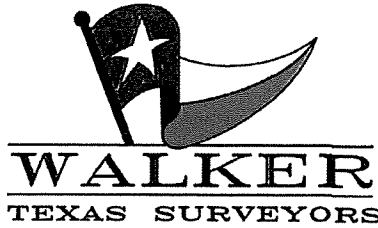
Williamson County, Texas
Attn: County Judge
710 Main Street, Suite 101
Georgetown, Texas 78626

AFTER RECORDING RETURN TO:

EXHIBIT A

WTS Job#075032

1.86 Acres



P. O. Box 324
Cedar Park, Texas 78630-0324
(512) 259-3361 Phone
TBPLS Firm #10103800

PERIMETER DESCRIPTION OF A 1.86 ACRE TRACT OF LAND, OUT OF THE BURRELL EAVES SURVEY, ABSTRACT No 216, IN WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF THAT TRACT DESCRIBED AS 113-1/8 ACRES IN A GENERAL WARRANTY DEED TO HARLAN LEE LESCHBER AND WIFE, VICKIE LESCHBER, DATED MARCH 19, 2008 AND RECORDED AS DOCUMENT NUMBER 2008021818 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND ALSO BEING A PORTION OF THAT TRACT DESCRIBED AS 113.8 ACRES IN A GENERAL WARRANTY DEED TO HARLAN LEE LESCHBER AND WIFE, VICKIE LESCHBER, DATED MARCH 19, 2008 AND RECORDED AS DOCUMENT NUMBER 2008021819 OF SAID OFFICIAL PUBLIC RECORDS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING: at a calculated point in the fenced east margin of County Road 234, and also being in the south margin of County Road 146 for the occupied northwest corner of said 113-1/8 acre Leschber tract and this tract,

THENCE: N 68°42'43" E 9.35 feet with the south margin of County Road 146, and with the north occupied line of said 113-1/8 acre Leschber tract to a 1/2 inch iron rod with plastic cap inscribed "WALKER 5283" set for the northeast corner of this tract;

THENCE: across said 113-1/8 acre tract with the following four (4) courses:

1. 765.26 feet with a curve to the right, having a radius of 5045.00 feet and a chord that bears S 07°26'05" W 764.52 feet to a 1/2 inch iron rod with plastic cap inscribed "WALKER 5283" set,
2. S 14°19'12" W 211.69 feet to a 1/2 inch iron rod with plastic cap inscribed "WALKER 5283" set,
3. S 17°01'00" W 129.04 feet to a 1/2 inch iron rod with plastic cap inscribed "WALKER 5283" set,
4. S 13°24'59" W at 430.94 feet crossing into said 113.8 acre Leschber tract, and continuing for a total distance of 461.66 feet to a 1/2 inch iron rod with plastic cap inscribed "WALKER 5283" set,

THENCE: continuing across said 113.8 acre Leschber tract with the following three (3) courses:

1. S 11°46'49" W 138.05 feet to a 1/2 inch iron rod with plastic cap inscribed "WALKER 5283" set,
2. S 08°28'01" W 1286.20 feet to a 1/2 inch iron rod with plastic cap inscribed "WALKER 5283" set,
3. S 01°30'47" W 249.14 feet to a 1/2 inch iron rod with plastic cap inscribed "WALKER 5283" set in the north line of that certain tract described as 106 acres in a deed to Ed Ilse, dated September 8, 1913 and recorded in Volume 160, Page 190 of the Deed Records of Williamson County, Texas, for the southeast corner of this tract;

THENCE: S 68°24'05" W 25.75 feet with the south line of said 113.8 acre Leschber tract, and with the north line of said Ilse tract to a calculated point in the east margin of County Road 234 for the southwest corner of this tract, for reference a 3/4" I.D. pipe found for the most westerly southwest corner of said Ilse tract bears S 05°50'10" E 21.04 feet;

THENCE: N 02°58'03" W 23.40 feet with the east margin of County Road 234 to a fence corner post found;

THENCE: with the east margin of County Road 234, and with the west line of said 113.8 acre Leschber tract, as occupied and fenced upon the ground, the following six (6) courses:

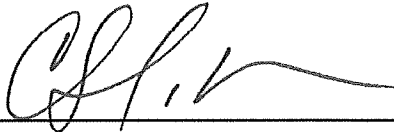
1. N 00°43'38" E 102.92 feet to a fence corner post found,
2. N 02°05'07" E 125.72 feet to a fence corner post found,
3. N 07°11'06" E 183.26 feet to a fence corner post found,
4. N 07°57'15" E 265.03 feet to a fence corner post found,
5. N 08°37'16" E 613.97 feet to a fence corner post found;
6. N 09°42'11" E at 384.59 feet passing the northwest corner of said 113.8 acre Leschber tract, and continuing with the west line of said 113-1/8 acre Leschber tract, as occupied and fenced upon the ground, for at total distance of 393.55 feet to a fence corner post found;

THENCE: continuing with the west line of said 113-1/8 acre Leschber tract, as occupied and fenced upon the ground, the following seven (7) courses:

1. N 13°53'27" E 353.22 feet to a fence corner post found,
2. N 17°31'31" E 225.34 feet to a fence corner post found,
3. N 13°53'50" E 343.21 feet to a fence corner post found,
4. N 07°43'23" E 306.40 feet to a fence corner post found,
5. N 06°07'47" E 211.62 feet to a fence corner post found,
6. N 06°06'36" E 62.13 feet to a fence corner post found,

7. N 10°29'11" E 40.88 feet to the Point of Beginning.

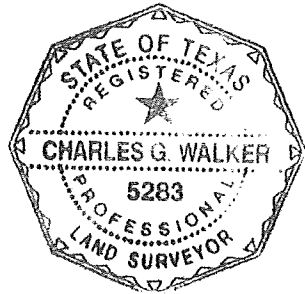
Bearings cited hereon based on grid north Texas State Plane Coordinate System Central Zone (NAD83). This perimeter description is a part of and accompanies a sketch of this survey. Surveyed under the direction and supervision of the undersigned:



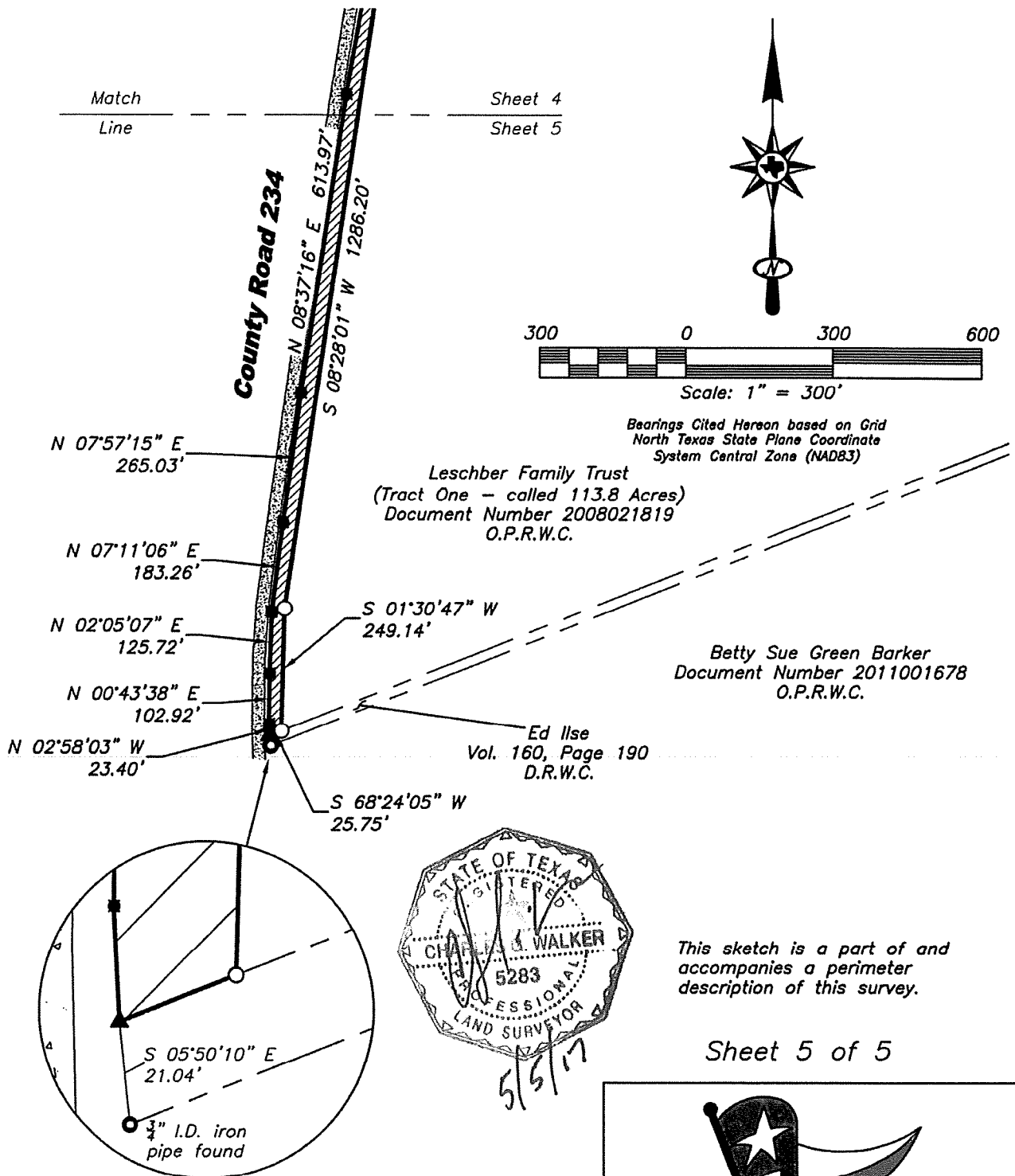
Charles G. Walker
R.P.L.S. Number 5283

5/5/17

May 5, 2017 = Date of Field Survey



**Sketch to Accompany Field Notes for
1.86 Acres out of the Burrell Eaves Survey
Abstract No. 216, Williamson County, Texas**



- fence corner post found
 - 1/2 inch iron pin with yellow cap
inscribed "WALKER 5283" set
 - ▲ calculated point
- D.R.W.C. Deed Records Williamson County
O.P.R.W.C. Official Public Records Williamson County

WALKER
TEXAS SURVEYORS

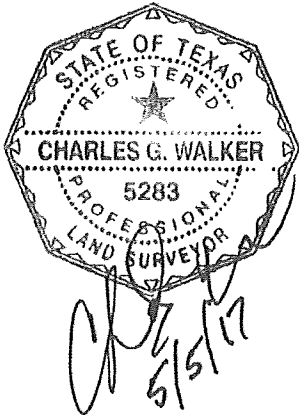
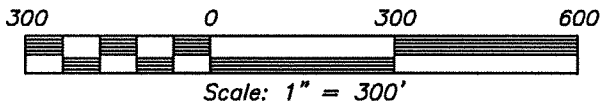
P.O. Box 324
Cedar Park, Texas 78630-0324
Phone (512) 259-3361
TBPLS Firm #10103800

Job #075032

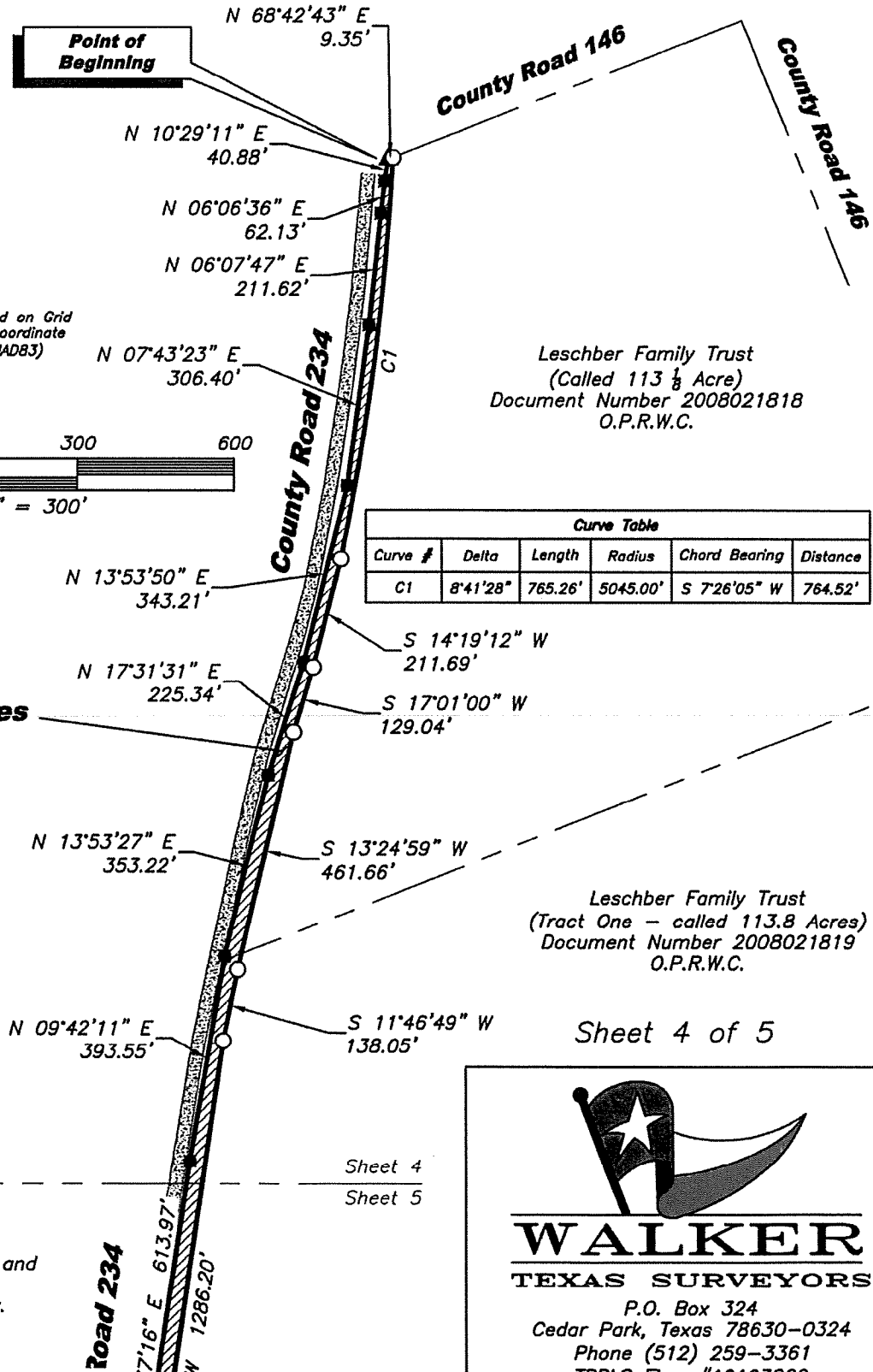
**Sketch to Accompany Field Notes for
1.86 Acres out of the Burrell Eaves Survey
Abstract No. 216, Williamson County, Texas**



Bearings Cited Hereon based on Grid
North Texas State Plane Coordinate
System Central Zone (NAD83)



1.86 Acres



Leschber Family Trust
(Called 113 1/8 Acre)
Document Number 2008021818
O.P.R.W.C.

Curve Table					
Curve #	Delta	Length	Radius	Chord Bearing	Distance
C1	8°41'28"	765.26'	5045.00'	S 7°26'05" W	764.52'

Leschber Family Trust
(Tract One - called 113.8 Acres)
Document Number 2008021819
O.P.R.W.C.

Sheet 4 of 5

This sketch is a part of and
accompanies a perimeter
description of this survey.

WALKER
TEXAS SURVEYORS

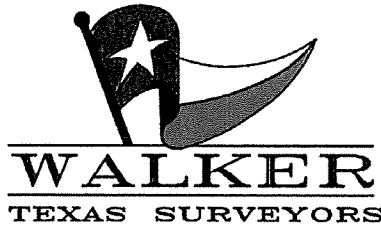
P.O. Box 324
Cedar Park, Texas 78630-0324
Phone (512) 259-3361
TBPLS Firm #10103800

Job #075032

EXHIBIT B

WTS Job#075032

1.80 Acres



P. O. Box 324
Cedar Park, Texas 78630-0324
(512) 259-3361 Phone
TBPLS Firm #10103800

PERIMETER DESCRIPTION OF A 1.80 ACRE TRACT OF LAND, OUT OF THE BURRELL EAVES SURVEY, ABSTRACT No 216, IN WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF THAT TRACT DESCRIBED AS 113-1/8 ACRES IN A GENERAL WARRANTY DEED TO HARLAN LEE LESCHBER AND WIFE, VICKIE LESCHBER, DATED MARCH 19, 2008 AND RECORDED AS DOCUMENT NUMBER 2008021818 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING: at a fence corner post found in the westerly margin of County Road 146, and in the north line of that certain tract described as 139.75 acres in a deed to J. A. Andres dated June 6, 1933 and recorded in Volume 266, Page 170 of the Deed Records of Williamson County, Texas, for the most easterly corner of said Leschber tract and this tract;

THENCE: S 69°09'52" W 20.76 feet with the north line of said J. A. Andres tract to a 1/2 inch iron rod with plastic cap inscribed "WALKER 5283" set, from which a fence corner post found for the northwest corner of said J.A. Andres tract, and an interior ell corner of said Leschber tract bears S 69°09'52" W 69.09 feet;

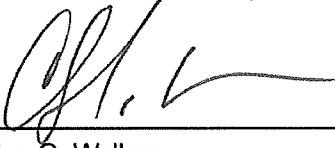
THENCE: over and across said Leschber tract the following four (4) courses:

1. N 21°50'07" W 1136.06 feet to a 1/2 inch iron rod with plastic cap inscribed "WALKER 5283" set,
2. N 66°40'15" W 49.36 feet to a 1/2 inch iron rod with plastic cap inscribed "WALKER 5283" set,
3. S 68°29'37" W 2575.12 feet to a 1/2 inch iron rod with plastic cap inscribed "WALKER 5283" set for the most westerly southwest corner of this tract,
4. N 21°54'41" W 18.14 feet to a calculated point in the westerly margin of County Road 146;

THENCE: N 68°23'18" E with the southerly margin of County Road 146, and a northerly line of said Leschber tract, at 38.55 feet joining a fence, and continuing along or near said fence for a total distance of 2629.97 feet to a calculated point for the northeast corner of said Leschber tract and this tract;

THENCE: S 21°52'09 E 1194.08 feet with the westerly margin of County Road 146, and along or near a fence with the east line of said Leschber tract, to the Point of Beginning.

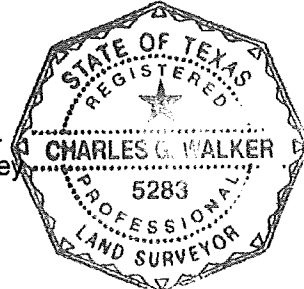
Bearings cited hereon based on grid north Texas State Plane Coordinate System Central Zone (NAD83). This perimeter description is a part of and accompanies a sketch of this survey. Surveyed under the direction and supervision of the undersigned:



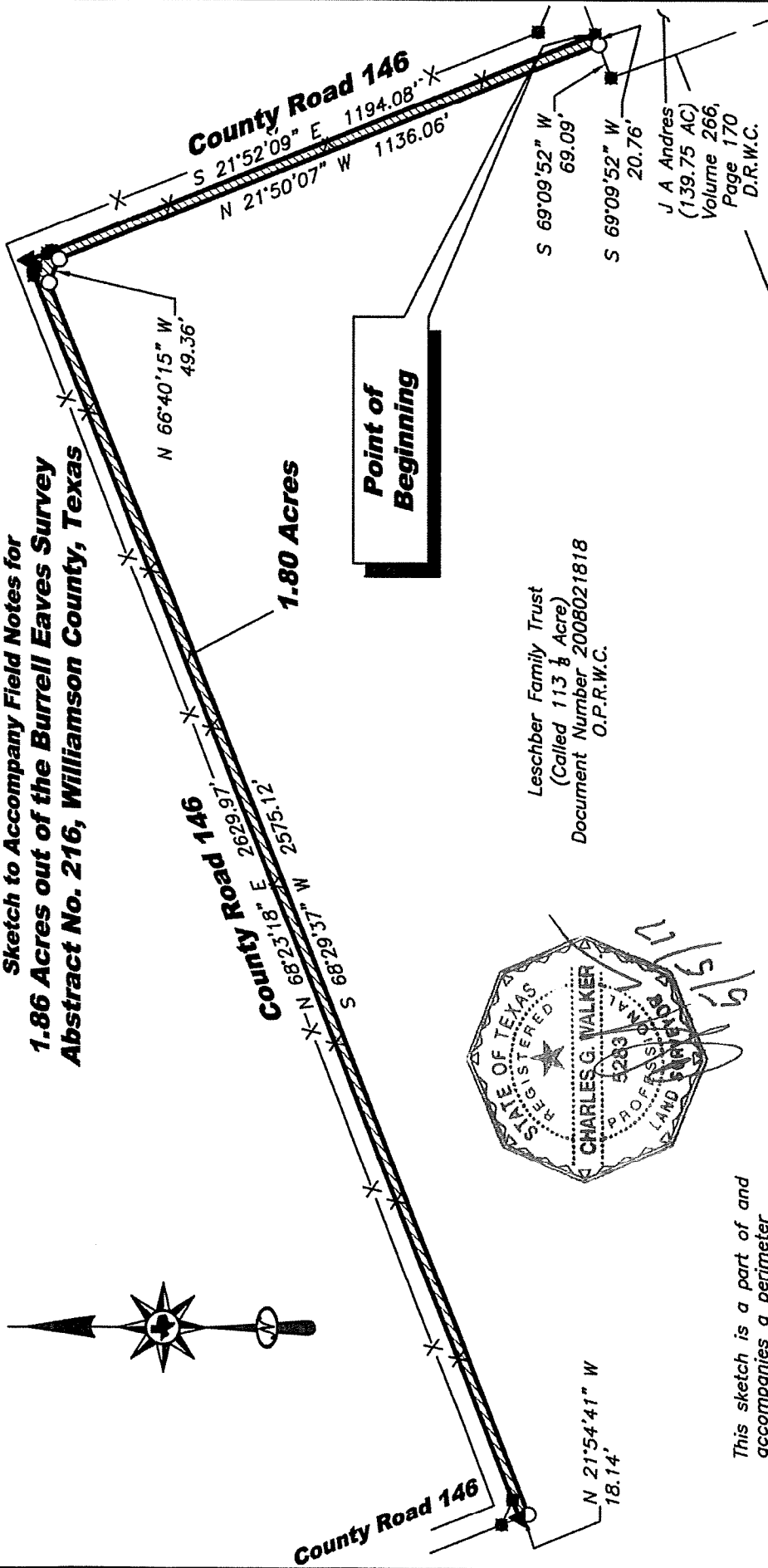
Charles G. Walker
R.P.L.S. Number 5283

5/5/17

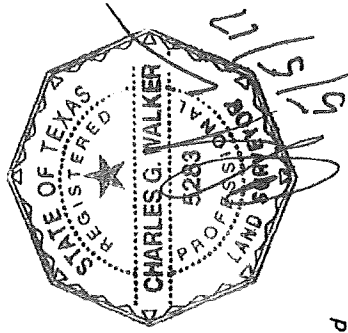
May 5, 2017 = Date of Field Survey



**Sketch to Accompany Field Notes for
1.86 Acres out of the Burrell Eaves Survey
Abstract No. 216, Williamson County, Texas**

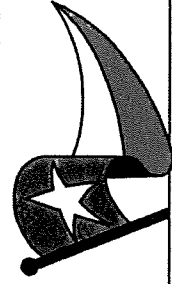


Leschber Family Trust
(Called 113 1/2 Acre)
Document Number 2008021818
O.P.R.W.C.



This sketch is a part of and
accompanies a perimeter
description of this survey.

Sheet 3 of 3



WALKER
TEXAS SURVEYORS

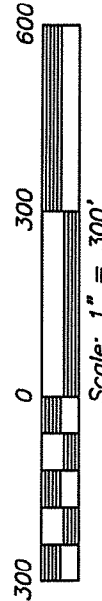
P.O. Box 324
Cedar Park, Texas 78630-0324
Phone (512) 259-3361
TBPLS Firm #10103800

Job #075032

fence corner post found
1/2 inch iron pin with yellow cap
inscribed "WALKER 5283" set
calculated point
wire fence

Deed Records Williamson County
Official Public Records Williamson County

■ O ▲ -X-
D.R.W.C.
O.P.R.W.C.



Bearings Cited Hereon based on Grid
North Texas State Plane Coordinate
System Central Zone (NAD83)

Commissioners Court - Regular Session**30.****Meeting Date:** 07/25/2017

TxDMV Scofflaw

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

Information**Agenda Item**

Discuss, consider and take appropriate action on an Interlocal Agreement Between the Texas Department of Motor Vehicles and Williamson County to conduct and participate in a County Scofflaw Program for Williamson County.

Background

A County Scofflaw Program allows a county to submit data to the Technology Support Branch (TSB) of the Texas Department of Motor Vehicles (DMV) relating to defendants who have outstanding warrants after failing to appear or failing to pay a fine on a traffic citation. Once the Scofflaw code is placed on the defendants vehicle registration by the DMV, a renewal of registration will not be permitted until the case is resolved.

Fiscal Impact

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

Attachments[TxDMV ILA Scofflaw Program](#)

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Hal Hawes

Final Approval Date: 07/19/2017

Reviewed By

Wendy Coco

Date

07/19/2017 07:57 AM

Started On: 07/18/2017 09:44 AM

STATE OF TEXAS §
COUNTY OF TRAVIS §

INTERLOCAL AGREEMENT

THIS CONTRACT is entered into by the Contracting Parties under Government Code, Chapter 791.

I. CONTRACTING PARTIES:

The Texas Department of Motor Vehicles (TxDMV)
Williamson County (Local Government)

II. **PURPOSE:** Scofflaw Services contract for marking Texas Motor Vehicle Registration Records.

III. **STATEMENT OF SERVICES TO BE PERFORMED:** TxDMV will undertake and carry out services described in **Attachment A**, Scope of Services.

IV. **CONTRACT PAYMENT:** Contract payment shall conform to the provisions of **Attachment B**, Budget.

V. **TERM OF CONTRACT:** This contract begins when fully executed by both parties and terminates five years from the date this contract is executed by the state, or when otherwise terminated as provided in **Attachment C**, Article 5 of this Agreement.

VI. LEGAL AUTHORITY:

THE PARTIES certify that the services provided under this contract are services that are properly within the legal authority of the Contracting Parties.

TxDMV further certifies that it has the authority to perform the services by authority granted in Section 502.010 of the Texas Transportation Code.

The governing body, by resolution or ordinance, dated July 25, 2017, has authorized the Local Government to obtain the services described in **Attachment A**.

This contract incorporates the provisions of **Attachment A**, Scope of Services, **Attachment B**, Budget, **Attachment C**, General Terms and Conditions, **Attachment D**, Resolution or Ordinance, **Attachment E**, Contact Information, **Attachment F**, Account Information and **Attachment G**, County Scofflaw Input File Requirements.

Williamson County, Texas (Name of Local Government)

By _____ Date _____

AUTHORIZED SIGNATURE

Dan A. Gattis

TYPED OR PRINTED NAME AND TITLE

Title

County Judge

FOR THE STATE OF TEXAS

Executed for the Executive Director and approved by the Texas Department of Motor Vehicles Board for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Department of Motor Vehicles Board.

By _____ Date _____
Director, Vehicle Title and

Registration Division
Texas Department of Motor Vehicles

ATTACHMENT A
Scope of Services

TxDMV will:

1. Place "flags" on vehicle records based on submission data received from Local Government containing "flag" request codes.

A flagged record will cause:

- A. A "scofflaw" remark will be displayed on inquiry devices as part of the vehicle record when an inquiry is made on a "flagged" record.
 - B. The Registration renewal notices to be printed with a "scofflaw" remark so the Local Government may deny registration.
2. Remove "flags" from vehicle records based on submission data received from Local Government "clear" request codes.
 3. Provide a report to Local Government showing successful "flag" and "clear" counts and errors after completion of the computer run.
 4. Return to Local Government bad or corrupted data with no further action by TxDMV.

Local Government shall:

1. Provide CD-ROMs or e-mail attachments in accordance to TxDMV specifications (see attachment G), to TxDMV, for computer runs for flagging of vehicle records ("flag") and removal of flags ("clear"). CD-ROMs shall be labeled externally with the type of run to be made ("flag" and/or "clear") and the number of logical records.
2. Provide information contained on CD-ROMs or e-mail attachments with the county number, vehicle identification number (VIN), registration plate number, and "flag" or "clear" code.
3. Submit CD-ROMs or e-mail attachments to TxDMV from a single source within the Local Government, as approved by the commissioner's court.
4. Understand that submission of CD-ROMs or e-mail attachments to TxDMV constitutes a certification that the Local Government has notified owners of vehicles whose records appear on the CD-ROMs or e-mail attachments that past due fines, fees, or taxes are owed to the Local Government.
5. Submit an application to establish the method of payment (see Attachment F), and establish an account prior to submitting requests for flagging of vehicle records.
6. Comply to and in accordance with Texas Transportation Code Title 7, Subtitle A, Chapter 501, Section 501.147, in which the Local Government shall honor the vehicle transfer notice. If a date exists in the "vehsolddate" (Vehicle Sold Date) field, a transfer notice has been submitted; therefore the registered owner on this record is no longer subject to civil and criminal liability on and after the vehicle sold date.

ATTACHMENT B

Budget

Fees for file submission and transactions shall be submitted to TxDMV in accordance with 43 TAC Chapter 207.

Payments should be made to the following address:

Texas Department of Motor Vehicles
Administrative Services Division
PO Box 5020
Austin, TX 78763-5020

A. If the Local Government chooses to submit their input file via CD-ROM, the attached "Account Information" form must be completed. The applicable payment shall be made each time a request to place or remove "flags" from motor vehicle records are submitted to TxDMV ("Pay Upon Request Account").

B. As an alternative, if the Local Government chooses to send their input file as an e-mail attachment, the attached "Account Information" form must be completed. The Local Government shall establish a non-interest bearing escrow account ("Prepaid Account") with TxDMV. Upon agreement between the Local Government, TxDMV and payment of applicable fees, as described below, TxDMV will establish an account in the name of the Local Government. Charges shall be deducted from the escrow account until the balance of that account reaches the minimum required balance for the Local Government, as determined by TxDMV and provided herein.

A deposit of at least \$500.00 must be maintained in a non-interest bearing escrow account. This initial deposit is to cover estimated service use. The escrow account shall be established with TxDMV prior to placing or removing "flags" from motor vehicle records for the Local Government. Payment of the deposit shall be made by check or warrant, payable to the "Texas Department of Motor Vehicles" and is due upon execution of this contract. The \$500.00 minimum balance to be maintained in the escrow account may increase depending on established monthly usage by the Local Government. When it becomes necessary to increase the Local Government's escrow account minimum balance, as determined by TxDMV, the Local Government agrees to pay the sum in increments of \$500.00. This additional funding is payable within fifteen (15) days from receipt of notification from TxDMV.

TxDMV will provide a statement to the Local Government which indicates the remaining balance in the Local Government's escrow account.

If the balance in the non-interest bearing escrow account falls below the \$500.00 minimum balance, TxDMV may suspend placing or removing "flags" from motor vehicle records for the Local Government until such time as a deposit is made by the Local Government, in an amount sufficient to increase the balance in the escrow account to the \$500.00 minimum balance.

ATTACHMENT C

General Terms and Conditions

Article 1. Amendments

This contract may only be amended by written agreement executed by both parties before the contract is terminated.

Article 2. Conflicts Between Agreements

If the terms of this contract conflict with the terms of any other contract between the parties, the most recent contract shall prevail.

Article 3. Disputes

TxDMV will be responsible for the settlement of all contractual and administrative issues.

Article 4. Ownership of Equipment

Except to the extent that a specific provision of this contract states to the contrary, all equipment purchased by TxDMV under this contract shall be owned by TxDMV.

Article 5. Termination

This contract may be terminated by mutual written agreement, or 30 days after either party gives notice to the other party, whichever occurs first.

Article 6. Gratuities

Any person who is doing business with or who reasonably speaking may do business with TxDMV under this contract may not make any offer of benefits, gifts, or favors to employees of TxDMV.

Article 7. Responsibilities of the Parties

Each party acknowledges that it is not an agent, servant, or employee of the other party. Each party is responsible for its own acts and deeds and for those of its agents, servants, or employees.

Article 8. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations and with the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement.

Article 9. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

ATTACHMENT D

Resolution or Ordinance

On the 25th day of July, 20 17, the Williamson County
Commissioner's Court passed Resolution No. _____, hereinafter identified by
reference, authorizing the County's participation in the Program.

ATTACHMENT E

Contact Information

Technical assistance regarding the placing and removing of "flags" from motor vehicle records or information regarding payments for your account may be obtained by contacting the Administrative Services Division, Technology Support Branch, at (512) 465-7590 or (512) 465-7950 (Monday through Friday 8:00 AM - 5:00 PM).

ATTACHMENT F
ACCOUNT INFORMATION

ADMINISTRATIVE SERVICES DIVISION 4000 JACKSON AVENUE, AUSTIN, TEXAS 78731-6007 PLEASE PRINT OR TYPE		Contract Number <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <small>For Department Use Only</small>
<p style="text-align: center;">Type of Account Requested:</p> <div style="display: flex; justify-content: space-around;">"Prepaid" Account"Pay On Request" Account</div>		
DATE: ATTN: <small>(Name and Telephone Number of Person Responsible For Account)</small>		
ACCOUNT NAME:		
BILLING ADDRESS: P.O. Box 1310 Round Rock, TX 78680		
ATTENTION: <small>(Name and Mailing Address of the Person Responsible for Sending and Receiving Files.)</small>		
MAILING ADDRESS: Steven Whigham P.O. Box 1310 Round Rock, TX 78680		
E-MAIL ADDRESS: <small>(For Output File Returns By E-mail)</small> swhigham@mvmalaw.com		
BUSINESS TELEPHONE NUMBER: 512-323-3275		BUSINESS FAX NUMBER: 512-323-3210
<i>For Department Use Only</i>		
<div style="display: flex; justify-content: space-between;"><div>Escrow Amount _____</div><div>Date Agreement Signed _____</div></div> <div style="display: flex; justify-content: space-between; margin-top: 20px;"><div style="text-align: center;"><u>Account Terminated/Canceled</u> Non-Payment User Request</div><div style="text-align: center;">Account Number</div></div>		

ATTACHMENT G

COUNTY SCOFFLAW INPUT FILE REQUIREMENTS

There are two processes available within the RTS COUNTY SCOFFLAW processing program. The available processes are:

"F" – Flag	(set COUNTY SCOFFLAW data)
"C" – Clear	(lift COUNTY SCOFFLAW data)

The following input file format is required for both of the above two processes.

INPUT:			
OFCISSUANCENO	3 bytes	Position 1– 3	/*County Number
VIN	22 bytes	Position 4–25	/*Vehicle Identification Number
PLTNO	7 bytes	Position 26–32	/*License Plate Number
DOCNO	17 bytes	Position 33–49	/*Title Document Number (Not required, if unknown, leave blank)
CODE	1 byte	Position 50	/*F = Flag /*C = Clear
FILLER	30 bytes	Position 51–80	
TOTAL	80 bytes		

Note: Both "flag" and "clear" requests require OFCISSUANCENO (County Number), VIN (Vehicle Identification Number), PLTNO (Plate Number), and CODE ("Flag" or "Clear").

Commissioners Court - Regular Session**31.****Meeting Date:** 07/25/2017

MOU with MVBA

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

Information**Agenda Item**

Discuss, consider and take appropriate action on a Memorandum of Understanding Between Williamson County and McCreary, Veselka, Bragg and Allen, P.C. (MVBA) setting forth the roles and responsibilities in relation to MVBA's assistance with Williamson County's Scofflaw Program.

Background

The County has contracted with MVBA for the collection of delinquent justice court fines and fees. To further enhance their efforts, MVBA will assist the County with the implementation of the Scofflaw Program. The County will provide delinquent cases to MVBA and provide the necessary updates to MVBA to allow for the removal of the appropriate registration codes. MVBA will conduct the Scofflaw Program on behalf of the County as part of the delinquent collection process. MVBA will provide the funds necessary to post the required bond with Texas Department of Motor Vehicles (DMV) and pay all costs associated with the file submissions required for inquiry, flagging and clearances. MVBA will timely submit the appropriate files to DMV to match the defendant and the appropriate vehicle, to code the appropriate registration record and to clear the appropriate records. MVBA will provide the County with the information concerning the successful submissions to DMV. This information will be available on the Justice Court's Web Access or in a list submitted to the County.

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsMOU MVBA Scofflaw Program

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Hal Hawes

Final Approval Date: 07/19/2017

Reviewed By

Wendy Coco

Date

07/19/2017 07:57 AM

Started On: 07/18/2017 09:47 AM

**MEMORANDUM OF UNDERSTANDING
BETWEEN
WILLIAMSON COUNTY, TEXAS
AND
McCREARY, VESELKA, BRAGG AND ALLEN, P.C.**

I. PARTIES

THIS MEMORANDUM OF UNDERSTANDING is made and entered into by and between the **WILLIAMSON COUNTY, TEXAS** acting herein by and through its governing body, hereinafter styled, "**County**" and **McCREARY, VESELKA, BRAGG, AND ALLEN, P.C.**, hereinafter styled "**MVBA**."

II. PURPOSE

To clearly identify the roles and responsibilities of each party required for MVBA to assist with the County's participation in the Scofflaw Program or Vehicle Registration Denial Program, as outlined in the Texas Transportation Code Sec. 502.010 (commonly known as County Scofflaw).

III. SCOPE OF WORK

The County has contracted with MVBA for the collection of delinquent justice court fines and fees. To further enhance their efforts, MVBA will assist the County with the implementation of the Scofflaw Program. This program allows a County to submit data to the Technology Support Branch (TSB) of the Texas Department of Motor Vehicles (DMV) relating to defendants who have outstanding warrants after failing to appear or failing to pay a fine on a traffic citation. Once the Scofflaw code is placed on the defendants vehicle registration by the DMV a renewal of registration will not be permitted until the case is resolved.

IT IS UNDERSTOOD AND AGREED THAT:

THE COUNTY AGREES TO enter into the necessary contract with the DMV, subject to DMV's approval and in accordance to Texas Government Code, Sec. 791. The County will provide delinquent cases to MVBA and provide the necessary updates to MVBA to allow for the removal of the appropriate registration codes.

MVBA AGREES TO conduct the Scofflaw program on behalf of the County as part of the delinquent collection process. MVBA will provide the funds necessary to post the required bond with DMV and pay all costs associated with the file submissions required for inquiry, flagging and clearances. MVBA will timely submit the appropriate files to DMV to match the defendant and the appropriate vehicle, to code the appropriate registration record and to clear the appropriate records. MVBA will provide the County with the information concerning the successful submissions to DMV. This information will be available on the Court's Web Access or in a list submitted to the County.

IV. TERM OF MEMORANDUM OF UNDERSTANDING;

The term of this agreement begins on the date of execution by both parties below and will remain in force for the duration of the Contract for the Collection of Delinquent Justice Court Fines and Fees executed January 18, 2011; provided, however, either County or MVBA may terminate this Memorandum of Understanding, for convenience and without cause, upon thirty (30) day's written notice to the other party.

V. SIGNATURES

The County has authorized by order heretofore passed and duly recorded in its minutes the chief executive officer to execute this Memorandum of Understanding.

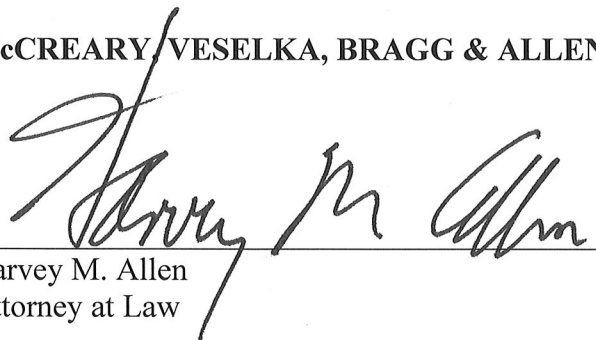
This Memorandum of Understanding may be executed in any number of counterparts, and each counterpart shall be deemed an original for all purposes. Signed facsimiles shall be binding and enforceable.

WITNESS the signatures of all parties hereto this, the 25 day of July, A.D. 2017.

WILLIAMSON COUNTY, TEXAS

County Judge

McCREARY, VESELKA, BRAGG & ALLEN, P.C.



Harvey M. Allen
Attorney at Law

Commissioners Court - Regular Session**32.****Meeting Date:** 07/25/2017

Interlocal Cooperation Agreement for the Procurement of Consulting Services Related to an Assessment of Fair Housing

Submitted By: Sally Bardwell, HUD Grants**Department:** HUD Grants**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on the Interlocal Cooperation Agreement for the Procurement of Consulting Services Related to the Assessment of Fair Housing between the City of Austin, City of Round Rock, City of Pflugerville, Travis County and local area Housing Authorities.

Background**What is the Assessment of Fair Housing (AFH)?**

The Affirmatively Furthering Fair Housing (AFFH) rule requires certain program participants to perform an Assessment of Fair Housing (AFH) using the HUD-provided Assessment Tool designed for use by a particular type of program participant. The AFH is an analysis of fair housing issues and contributing factors in a program participant's jurisdiction and region that results in goals that the program participant sets forth to achieve over the program participant's subsequent planning cycle. The AFH is replacing the Analysis of Impediments to Fair Housing Choice planning process.

Under the AFFH rule, the "AFH" (also referred to in the rule as an "assessment") means the analysis undertaken pursuant to 24 C.F.R. § 5.154 that includes an analysis of fair housing data, an assessment of fair housing issues and contributing factors, and an identification of fair housing priorities and goals, and is conducted and submitted to HUD using the Assessment Tool. The AFH may be conducted and submitted by an individual program participant (individual AFH), or may be a single AFH conducted and submitted by two or more program participants (joint AFH) or two or more program participants, where at least two of which are Consolidated Plan program participants (regional AFH). 24 C.F.R. § 5.152 provides more information.

Program participants conduct the AFH using an Assessment Tool, HUD-provided data, local data, and local knowledge, including the views and recommendations of members of the community and other interested parties. The Assessment Tool consists of a series of directions and questions designed to focus program participants' analyses on key fair housing issues and contributing factors. Program participants will submit completed AFHs to HUD for review via a web-based User Interface. HUD will review each AFH to determine whether the program participant has met the requirements for providing its analysis, assessment, prioritization, and goal setting, as set forth in the rule.

An accepted AFH is a required prerequisite to acceptance of a program participant's Consolidated Plan or 5-year Public Housing Agency (PHA) plan.

Why should I conduct a regional or joint Assessment of Fair Housing (AFH) instead of an individual AFH?

Program participants are strongly encouraged to work together to conduct and submit a joint or regional AFH. Not only do many fair housing issues cross jurisdictional boundaries, but all program participants will be required to conduct a regional analysis whether or not they choose to work with regional partners. Working regionally may help program participants ensure that their goals are consistent and collaborative, thereby making their goals more likely to be effective. Furthermore, there may be resource savings and less duplication of effort by working with partners. The rule provides flexibility to encourage such collaborations, including the alignment of planning processes. The provision of the new Affirmatively Furthering Fair Housing (AFFH) rule on joint and regional Assessment of Fair Housing is located at 24 C.F.R. § 5.156.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Interlocal Agreement

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Sally Bardwell

Final Approval Date: 07/20/2017

Reviewed By

Wendy Coco

Date

07/20/2017 09:52 AM

Started On: 07/19/2017 03:49 PM

INTERLOCAL COOPERATION AGREEMENT
FOR THE PROCUREMENT OF CONSULTING SERVICES RELATED TO
AN ASSESSMENT OF FAIR HOUSING
BY AND AMONG

**CITY OF AUSTIN, TEXAS, CITY OF ROUND ROCK, TEXAS, CITY OF
PFLUGERVILLE, TEXAS, TRAVIS COUNTY, TEXAS, WILLIAMSON
COUNTY, TEXAS, HOUSING AUTHORITY OF THE CITY OF AUSTIN,
HOUSING AUTHORITY OF THE CITY OF GEORGETOWN, HOUSING
AUTHORITY OF THE CITY OF ROUND ROCK, HOUSING AUTHORITY OF
THE CITY OF TAYLOR, AND HOUSING AUTHORITY OF TRAVIS COUNTY**

This **INTERLOCAL COOPERATION AGREEMENT FOR THE PROCUREMENT OF CONSULTING SERVICES RELATED TO AN ASSESSMENT OF FAIR HOUSING BY AND AMONG CITY OF AUSTIN, TEXAS, CITY OF ROUND ROCK, TEXAS, CITY OF PFLUGERVILLE, TEXAS, TRAVIS COUNTY, TEXAS, WILLIAMSON COUNTY, TEXAS, HOUSING AUTHORITY OF THE CITY OF AUSTIN, HOUSING AUTHORITY OF THE CITY OF GEORGETOWN, HOUSING AUTHORITY OF THE CITY OF ROUND ROCK, HOUSING AUTHORITY OF THE CITY OF TAYLOR, AND HOUSING AUTHORITY OF TRAVIS COUNTY** (the "**Agreement**") is entered into by the following parties: the City of Austin, Texas, a municipal corporation and political subdivision of the state of Texas ("**Austin**"), the City of Round Rock, Texas, a municipal corporation and political subdivision of the state of Texas ("**Round Rock**"), the City of Pflugerville, Texas, a municipal corporation and political subdivision of the state of Texas ("**Pflugerville**"), Travis County, Texas, a political subdivision of the State of Texas ("**Travis County**"), Williamson County, Texas, a political subdivision of the State of Texas ("**Williamson County**"), the Housing Authority of the City of Austin ("**Austin HA**"), the Housing Authority of the City of Georgetown ("**Georgetown HA**"), the Housing Authority of the City of Round Rock ("**Round Rock HA**"), the Housing Authority of the City of Taylor ("**Taylor HA**"), and the Housing Authority of Travis County ("**Travis County HA**"). Collectively, Austin, Round Rock, Pflugerville, Travis County, Williamson County, Austin HA, Georgetown HA, Round Rock HA, Taylor HA, and Travis County HA shall be referred to as the "**Parties**," individually a "**Party**."

RECITALS

Some of the Parties are participants in the federal Community Development Block Grant Program (the "**CDBG Program**") in the greater Austin area. Some of the Parties are administrators of the federal housing and/or Housing Choice Voucher (HCV) programs in the greater Austin area. From its inception, the Fair Housing Act and subsequent laws reaffirming its principles not only prohibited discrimination but also imposed a duty to affirmatively further fair housing on participants in the CDBG Program and administrators of the federal public housing and/or HCV program. The requirements to affirmatively

further fair housing are found at 24 CFR §§5.150 through 5.180 and direct program participants to submit an Assessment of Fair Housing to the United States Department of Housing and Urban Development (the “HUD”). The final rule establishes an integrated assessment and planning process to give program participants more effective means to affirmatively further the purposes of the Fair Housing Act.

The Assessment (defined below) is intended to inform and guide participants’ goal setting, priorities and strategies to fulfill their duty of affirmatively furthering fair housing. The Assessment is also intended to encourage joint and regional collaborations in identifying and addressing cross-jurisdictional housing challenges. For the purpose of evaluating fair housing issues and contributing factors, the Parties’ have identified Austin as the lead entity for the consultant procurement process and contractual management of one regional Assessment for the greater Austin area.

The Parties have the authority to enter into this Agreement through Texas Constitution, Article 3, Sec. 64, and "The Interlocal Cooperation Act," Texas Government Code, Chapter 791.

The Parties desire to combine their purchasing efforts in order to achieve greater efficiency and cost-savings to all entities; to minimize duplication and maximize efficiency by coordinating their efforts; and to eliminate multiple government solicitations and reduce related expenses.

Travis County and Williamson County have the authority to provide for the care of indigents and other qualified recipients (TEX. LOC. GOV'T. CODE, Sec. 81.028, and other statutes) and to provide for public health, education and information services (Texas Health and Safety Code Chapters 121 and 122, and other statutes) and desire to further those services through the information to be collected under the Assessment, thus achieving a public purpose.

Texas Local Government Code, Chapter 392 authorizes housing authorities established by municipalities and counties to enter into this Agreement.

In consideration of the agreements, covenants and payments set forth in this Agreement, the sufficiency of which are acknowledged, the Parties mutually agree to the following terms and conditions.

AGREEMENT

1.0 DEFINITIONS. In this Agreement,

1.01 **"Agreement Term"** means the Initial Term and/or any subsequent Renewal Term(s) or other period of time designated in writing as an Agreement Term by the Parties.

1.02 **"Austin Council"** means the City Council of the City of Austin.

1.03 **"Austin Department"** means Austin's Neighborhood Housing and Community Development Department or successor department or office.

1.04 **"Austin Purchasing Officer"** means Austin's Purchasing Office Officer, or the officer's successor or designee.

1.05 **"Austin Risk Manager"** means Austin's Risk Manager, or the manager's successor or designee.

1.06 **"Bid Specifications"** means the documents prepared by the City to solicit consultant(s) from whom to purchase services under this Agreement.

1.07 **"Travis Commissioners Court"** means the Commissioners Court of Travis County.

1.08 **"Consultant"** means the individual/company providing goods or services related to the Assessment under a contract entered into pursuant to this Agreement.

1.09 **"Fiscal Year"** means that time period which begins October 1 and ends on the next following September 30.

1.10 **"Assessment"** means the completion of the work described in this Agreement, including Austin's costs to procure the Consultant and administer the Consultant contract and this Agreement, and costs of the specific services provided and fees paid or payable in the contract with the Consultant.

1.11 **"Representative"** means each Parties' initially or subsequently authorized representative assigned by an authorized official of each Party to serve as the single point of contact to coordinate procurement of the Consultant with the Austin Department; individually, a **"Representative."**

2.0 TERM

2.01 **Agreement Term**. This Agreement will commence when executed by all Parties, and terminate on the earlier of (a) HUD's acceptance of the Assessment, or (b) **31 August 2019**.

3.0 ADMINISTRATION AND SUPPORT

3.01 **Administration and Issuance of Solicitation**. The Parties agree that Austin will be the Party issuing the solicitation and entering into the contract for the Assessment with the Consultant. The Austin's procurement policies and procedures will apply to this procurement. Austin designates the Austin Department as the department

responsible for Austin's administration of this Agreement and all matters pertaining to this Agreement.

3.02 **Insurance.** The Parties acknowledge and agree that each Party is self-insured and will cover the needs of each Party respectively, pursuant to applicable generally accepted business standards. Each Party shall require all subcontractors providing services under this Agreement to have insurance coverage sufficient to cover the needs of the Parties and/or subcontractor pursuant to applicable generally accepted business standards. Austin's Risk Manager will determine and review the insurance requirements of any Consultant.

4.0 SCOPE OF AGREEMENT

4.01 **Purpose.** The Parties agree to work cooperatively to develop the terms of a mutually agreed Request for Qualifications which will be released and processed by Austin to procure the Consultant services necessary to perform the Assessment described in this Agreement in order to achieve cost savings and efficiencies by eliminating multiple government solicitations and reducing administrative and overhead costs of both suppliers and Parties. The Parties agree that the Assessment will provide information necessary for all Parties to better provide the services and activities which each entity is authorized to provide. The Assessment will meet all requirements set forth in the Fair Housing Act, as amended, the regulations of the act, the Affirmatively Furthering Fair Housing Rule released in 2015, and any other HUD guidelines.

4.02 **Applicable Law.** All procurement under this Agreement shall be conducted in accordance with all applicable statutes, ordinances, rules and regulations and policies that govern Austin's procurement practices.

4.03 Solicitation.

4.03.1 **Coordination.** Each Representatives will coordinate all procurement efforts under this Agreement with the Austin Department, primarily focused on the development of the Scope of Work.

4.03.2 **Notice.** The Austin Department shall provide the Representatives with notice of the initiation of the procurement process with sufficient time for each Representative to respond with input as to the particular procurement.

4.03.3 Information.

(a) **Opportunity to Provide Information.** Upon reasonable request by a Representative, and subject to convenience, each Representative shall have the opportunity to make available and provide information and requirements relating to the procurement which is the subject of this Agreement to the Austin Department upon notice that such procurement has been initiated.

(b) **Review.** Each Representative shall have the opportunity to review and comment on any procurement documents, including the Scope of Work, prior to release. Austin must not release any bid document until all Representatives have approved the content in writing. Parties will be given the opportunity to review and approve the final document, including all attachments, prior to release of the bid document, to ensure that all appropriate provisions required by each Representative have been included.

4.03.4 **Issuance Procedure.** Austin shall coordinate all procurement processes through the Austin Purchasing Officer, including the posting of advertisements and receiving of all responses. Copies of any advertisements and other related documents shall be provided to each Party in a timely manner.

4.03.5 **Review of Response(s).** The Austin Department shall provide opportunity for each Representative to have input concerning responses to the procurement issuance and final award of contract(s) as a result of that procurement process. Each Representative may assign one staff person to participate on the evaluation committee to determine the Consultant selected and in the negotiations of the final contract. Austin must not award a contract under this Agreement until all Representatives have agreed in writing on the Consultant to be awarded the contract and the terms of that contract.

4.03.6 **Materials and Publications.** The Parties agree that any publications or other materials produced pursuant to this Agreement and the resulting Assessment will be jointly owned by all Parties. All Parties and the Consultant will comply with the applicable standard patent rights clauses in 37 Code of Federal Regulations, Section 401.13 or Federal Acquisition Regulations, Section 52.227.1. All reports, charts, schedules, or other materials submitted by Consultant under the terms of this Agreement, and all work performed under this Agreement shall be the property of all Parties. Any Party may publish the results of this Agreement performance at their own expense. Any publication or other use shall include acknowledgement of any support received from the other Parties and the appropriate reference to any copyright. Subject to rights of third parties and compliance with confidentiality or privacy laws, each Party hereby grants the other Parties an irrevocable, non-exclusive, non-transferable and royalty-free license to use, reproduce, publish, revise and make disposition of, prepare derivative works from, distribute to the public, to perform and display publicly, for or on behalf of that Party according to law, any material (including software) that may be developed as part of the work under this Agreement, provided that it is an original work of authorship under the U. S. Copyright Act.

4.04 **Assessment Costs and Payment.**

4.04.1 **Joint Costs.** Parties agree to share the costs for the Assessment's Consultant fees as stated more particularly below. Each Party will make payments

of those costs from current revenues available to each Party. The Parties agree that the total cost of the Assessment will not exceed **TWO HUNDRED NINETY-THREE THOUSAND AND NO/100 DOLLARS (\$293,000.00)**, with each Party paying a specific prorated amount based on the percentages and not to exceed the maximum amounts which are both set forth in Section 4.04.2.

4.04.2 Share of Total Costs. Each Party is obligated to pay the following amounts:

4.04.2.1 City of Austin Costs. Austin agrees to pay the lessor of: (i) **25.6%** of the total actual costs of the Assessment, or (ii) **SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$75,000.00)**.

4.04.2.2 City of Pflugerville Costs. Subject to Section 4.04.1 above, Pflugerville agrees to reimburse Austin the lessor of: (i) **8.5%** of the total actual costs of the Assessment, or (ii) **TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00)**.

4.04.2.3 City of Round Rock Costs. Subject to Section 4.04.1 above, Round Rock agrees to reimburse Austin the lessor of: (i) **8.5%** of the total actual costs of the Assessment, or (ii) **TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00)**.

4.04.2.4 Travis County Costs. Subject to Section 4.04.1 above, Travis County agrees to reimburse Austin the lessor of: (i) **20.5%** of the total actual costs of the Assessment, or (ii) **SIXTY THOUSAND AND NO/100 DOLLARS (\$60,000.00)**.

4.04.2.5 Williamson County Costs. Subject to Section 4.04.1 above, Williamson County agrees to reimburse Austin the lessor of: (i) **11.9%** of the total actual costs of the Assessment, or (ii) **THIRTY-FIVE THOUSAND AND NO/100 DOLLARS (\$35,000.00)**.

4.04.2.6 Housing Authority of the City of Austin Costs. Subject to Section 4.04.1 above, Austin HA agrees to reimburse Austin the lessor of: (i) **11.9%** of the total actual costs of the Assessment, or (ii) **THIRTY-FIVE THOUSAND AND NO/100 DOLLARS (\$35,000.00)**.

4.04.2.7 Housing Authority of City of Georgetown Costs. Subject to Section 4.04.1 above, Georgetown HA agrees to reimburse Austin the lessor of: (i) **1.7%** of the total actual costs of the Assessment, or (ii) **FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00)**.

4.04.2.8 Housing Authority of City of Round Rock Costs. Subject to Section 4.04.1 above, Round Rock HA agrees to reimburse Austin the

lessor of: (i) **1.0%** of the total actual costs of the Assessment, or (ii) **THREE THOUSAND AND NO/100 DOLLARS (\$3,000.00)**.

4.04.2.9 Housing Authority of City of Taylor Costs. Subject to Section 4.04.1 above, Taylor HA agrees to reimburse Austin the lessor of: (i) **1.7%** of the total actual costs of the Assessment, or (ii) **FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00)**.

4.04.2.10 Housing Authority of Travis County Costs. Subject to Section 4.04.1 above, Travis County HA agrees to reimburse Austin the lessor of: (i) **8.5%** of the total actual costs of the Assessment, or (ii) **TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00)**.

4.04.3 Payment. Each Party shall make payments for a final invoice for performance of governmental functions and services under this Agreement and the resulting Consultant contract from current revenue funds available to each Party and set aside for this purpose. The Parties agree that the payment made under this Contract is in an amount that will fairly compensate Austin for services provided, either directly by Austin or indirectly by subcontract. Each Party will pay Austin within forty-five (45) calendar days of receipt of a full and complete invoice for services provided by Austin and Consultant under this Agreement.

4.04.4 Invoice Content. The invoice will show, at a minimum:

- (i) total costs billed by Consultant,
- (ii) Austin's services provided related to those costs,
- (iii) amount paid or obligated to be paid by Austin; and
- (iv) amount due from each Party based on the prorated percentage share each Party is obligated to pay, subject to each Party's maximum payment amount, all as set forth in Section 4.04.2 of this Agreement.

4.05 **Monitoring**. Each Party shall allow the regular monitoring of operation of any services provided pursuant to this Agreement by the other Parties; and each Party shall have the right to conduct periodic on-site monitoring of the other's compliance with the terms of this Agreement. Monitoring by any Party shall be accomplished with as little disruption to the operation of the other Party as possible. After any monitoring visit, a written report may be provided if any deficiencies are noted, with provision for correction of such deficiencies within thirty (30) calendar days of receipt of such notice.

5.0 RETENTION AND ACCESSIBILITY OF RECORDS

5.01 **Austin Retention**. Unless otherwise specified herein, Austin shall maintain all fiscal records and documentation for all expenditures pertaining to this Agreement in a readily available state and location until an audit in conformance with generally accepted accounting principles and procedures for governmental organizations is completed and all

questions arising from it are resolved satisfactorily or four (4) years from after the end of the Agreement period, whichever occurs later.

5.02 **Access.** Subject to applicable laws, Austin shall give the other Parties, or any Party's duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by Austin pertaining to this Agreement at reasonable times and for reasonable periods. These rights to access shall continue as long as the records are retained by Austin.

5.03 **Representatives to Contract.** An authorized official of each Party must deliver within thirty (30) calendar days following execution of this Agreement in writing to the Austin Department the name, title, and contact information of the Party's Representative. The Austin Department upon receipt will distribute to all Parties an initial or updated list of the Parties and the contact information for each Parties' Representative.

5.04 **Access/Claims.**

5.04.1 **Notice.** If there is any incident in which claims are made against any Party or Party's employee, as a result of the activities performed under this Agreement, the Party against whom the claim is made shall give each Representative or their designees full and reasonable access to and the right to examine documentation related to this matter at reasonable times and for reasonable periods with these rights to access continuing until all claims are resolved or three years after the termination of this Agreement, whichever is later.

5.04.2 **Address.** The address for notice provided under this Section 5.05 shall be delivered either personally or by mail and shall be directly sent to the address set forth in Section 11.0 of this Agreement.

5.05 **Exclusions.** The Parties agree that the terms of Section 5.0, "Retention and Accessibility of Records," and Section 6.0, "Audit," specifically exclude the required disclosure by any Party of confidential information, including attorney work product and/or attorney/client communication.

6.0 AUDIT

6.01 **Audit.** Except as otherwise provided herein, each Party has the right to conduct a financial and compliance audit of the performance of this Agreement on an annual basis. Austin agrees to permit any other Party or its authorized representative, or any authorized representative of any other governmental agency with a direct interest in services provided under this Agreement, to audit the records that relate to this Agreement and to obtain and make available for inspection, audit or reproduction any documents, materials, or information necessary to facilitate such audit. Austin shall take whatever action is appropriate to facilitate the performance of any audits conducted pursuant to this Agreement. This includes, to the extent such detail will properly reflect, all costs: direct and indirect costs of labor, material, equipment, supplies, and services and all other costs and expenses of whatever nature for which reimbursement is claimed under provisions of this Agreement or services provided under this Agreement. Austin agrees to provide other Parties or authorized representatives and representatives from any governmental agency related to Grant funds full and complete access to all records related to Grant activities as necessary to complete any audits required or requested pursuant to the Grant terms.

7.0 INDEPENDENT ENTITY AND ACKNOWLEDGEMENT OF RESPONSIBILITIES

7.01 **Independent Entities.** The Parties expressly acknowledge and agree that each Party is an independent entity and each assumes all the rights, obligations, and liabilities applicable to it as an independent entity. No employee of any Party shall be considered an employee, agent, or representative of any other Party or gain any rights against any other Party pursuant to any other Party's personnel policies. The relationship of the Parties under this Agreement is not and shall not be construed or interpreted to be a partnership, joint enterprise or joint venture. No Party shall have the authority to make any statements, representations or commitments of any kind, or to take any action which shall be binding on the other Parties or which shall hold itself out to be binding on the other Parties.

7.02 **Responsibilities.** No Party shall be liable for any claims, damages or attorney fees arising from any negligence or unlawful acts of any other Party or other Party's employees in relation to this Agreement. Parties acknowledge that each entity is otherwise responsible for any claims or losses from personal injury or death or property damages that were caused by the acts or omissions of that entity, its agents, employees, or representatives in the performance of the services and activities under this Agreement; and that each entity will be responsible for the handling of the portion of any claim which is based solely on the assertion that a policy of that entity is illegal or unenforceable in any way.

7.03 **Claims Notification.** If any claim, or other action, including proceedings before an administrative agency, is made or brought by any person, firm, corporation, or other entity against any Party; the party against whom the claim or other action is made shall give written notice to the other Parties of the claim, or other action within three (3) working days after being notified of it or the threat of it. Such notice shall include the name and address of the person, firm, corporation or other entity that made or threatened to make a claim, or that instituted or

threatened to institute any type of action or proceeding; the basis of the claim, action or proceeding; the court or administrative tribunal, if any, where the claim, action or proceeding was instituted; and the name or names of any person against whom this claim is being made or threatened. This written notice shall be given in the manner provided in Section 11.0 of this Agreement. Except as otherwise directed, the party against whom the claim has been made shall furnish to the other party copies of all pertinent papers received by that party with respect to these claims or actions.

8.0 TERMINATION

8.01 **Termination**. Unless otherwise specified herein, any Party shall have the right to terminate its participation in this Agreement, in whole or in part, at any time before the date of termination for the following reasons:

8.01.1 During a Party's budget planning and adoption process, a Party fails to provide funding for the Agreement during the next Agreement period;

8.01.2 A party fails to comply with any term or condition of this Agreement;

8.01.3 Grant funding upon which services under this Agreement are being provided ceases to be available to any Party.

8.01.4 A Party is unable to conform to changes required by federal, state or local laws or regulations.

8.02 **Mutual Termination**. The parties have the right to terminate this Agreement when the Parties agree that the continuation of the activities funded under this Agreement would not produce beneficial results commensurate with the further expenditure of funds; provided that all Parties agree, in writing, upon the termination conditions, including the effective date of the termination and, in the case of partial termination, the portion of the contract to be terminated.

8.03 **Termination Procedure**. In the case of termination based on Section 8.01.1, 8.01.3, or 8.01.4 and at least thirty (30) calendar days prior to the effective date of termination, the Party seeking termination shall notify the other Parties of the reasons for termination, the effective date of termination, and, in the case of a partial termination, the portion of the agreement to be terminated. In the case of termination based on Section 8.01.2, if any Party defaults in the performance of its obligations (including compliance with any covenants) under this Agreement and such default is not cured within thirty (30) calendar days of the receipt of written notice thereof, then the non-defaulting Parties shall have the right (in addition to any other rights that it may have) by further written notice to terminate the Agreement on any future date that is not less than thirty (30) calendar days from the date of that further notice.

8.04 **Rights Surviving Termination**. If any Party terminates this Agreement in whole or in part, Austin has the right to receive payment for all purchases provided before the date of termination and not previously paid.

8.05 **Right to Assurance.** Whenever one Party to this Agreement in good faith has reason to question another Party's intent to perform, the demanding Party may demand that the other Party provide written assurance of its intent to perform. In the event a demand is made under this Section 8.05, and the other Party gives no such written assurance within thirty (30) calendar days of receipt of the written notice of such demand, the demanding Party may treat this failure as an anticipatory repudiation of this Agreement.

9.0 MISCELLANEOUS PROVISIONS

9.01 **Civil Rights/ADA Compliance.** Each Party shall provide, or contract to provide, all services and activities under this Agreement in compliance with the Constitutions of the United States and Texas and with all applicable federal, state and local orders, laws, regulations, rules, policies and certifications governing any activities undertaken during the performance of this Agreement including, but not limited to: Title VI of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, Public Law 93-1122, Section 504 (29 U.S.C., Section 794), the provisions of the Americans With Disabilities Act of 1990, Public Law 101-336 [S.933], Chapter 73, Texas Administrative Code, Section 85.113 (relating to workplace and confidentiality guidelines regarding AIDS and HIV), and the Health Insurance Portability and Accountability Act of 1996 (HIPAA). No Party shall discriminate against any employee, applicant for employment, or Client based on race, religion, color, sex, national origin, age or handicapped condition.

9.02 **Non-Waiver.** No payment, act or omission by a Party may constitute or be construed as a waiver of any breach or default of any other Party which then exists or may subsequently exist. The failure of any Party to exercise any right or privilege granted in this Agreement shall not be construed as a waiver of that right or privilege.

9.03 **Reservation of Rights and Remedies.** All rights of each Party under this Agreement are specifically reserved and any payment, act or omission shall not impair or prejudice any remedy or belonging right to each Party under it. Any right or remedy in this Agreement shall not preclude the exercise of any other right or remedy under this Agreement or under any law, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

9.04 **Binding Agreement.** This Agreement shall be binding upon the successors, assigns, administrators, and legal representatives of the parties to this Agreement.

9.05 **Entire Agreement.** All oral and written agreements between the Parties to this Agreement relating to the subject matter of this Agreement that were made prior to the execution of this Agreement have been reduced to writing and are contained in this Agreement.

9.06 **Law and Venue.** This Agreement is governed by the laws of the State of Texas. Venue for any dispute arising out of this Agreement will lie in the appropriate courts of Travis County, Texas.

9.07 **Severability.** If any portion of this Agreement is ruled invalid by a court of competent jurisdiction, the remainder of it shall remain valid and binding, and shall continue to have full force and effect and shall in no way be impaired or invalidated by that holding.

9.08 **Political Activity.** No Party shall use any of the performance under this Agreement or any portion of the Agreement funds for any activity related to the result of an election for public office or any election, or the passage or defeat of any legislative measure. This prohibition shall not be construed to prevent any official or employee of any Party from furnishing to any member of its governing body upon request or to any other local or state official or employee, or to any citizen, information in the hands of the employee or official not considered under law to be confidential. No funds paid under this Agreement may be used directly or indirectly to hire employees or in any other way fund or support candidates for the legislative, executive or judicial branches of a governmental body.

9.09 **Sectarian Activity.** Each Party shall ensure that activities performed under this Agreement shall be carried on in a manner free from religious influence. No Party shall execute any agreement with any primarily religious organization to receive Agreement funds unless the agreement includes provisions to effectuate this assurance. No Party's selection of a subcontractor or expenditure of funds under this Agreement is an endorsement of the subcontractor's charitable or religious character, practices or expressions. No expenditures have as their objective the funding of sectarian worship, instruction or proselytization. Each Party agrees to be bound by the provisions of Section 702 of the Civil Rights Act [42 U.S.C., Section 2000E-1(a)] regarding employment practices and Section 104 of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (8 U.S.C., Section 604a) regarding additional rights and responsibilities for charitable and faith-based providers of social services, assisted individuals and providers of such services.

9.10 **Publicity.** When appropriate, each Party shall publicize the services and activities of other Parties under this Agreement. In any publicity prepared or distributed by or for each Party, the multi-party funding through this Agreement shall be mentioned as having made the project possible.

9.11 **Interpretational Guidelines**

9.11.1 **Computation of Time.** When any period of time is stated in this Agreement, the time shall be computed to exclude the first day and include the last day of the period. If the last day of any period falls on a Saturday, Sunday or a day that any Party has declared a holiday for its employees these days shall be omitted from the computation.

9.11.2 **Number and Gender.** Words of any gender in this Agreement shall be construed to include any other gender and words in either number shall be construed to include the other unless the context in the Agreement clearly requires otherwise.

9.11.3 **Headings.** The headings at the beginning of the various provisions of this Agreement have been included only to make it easier to locate the subject matter covered by that section or subsection and are not to be used in construing this Agreement.

9.12 **Compliance With Applicable Law.** In the performance of the services required of each Party pursuant to this Agreement, each Party agrees to comply with all applicable federal, state, county and city statutes, ordinances, rules and regulations.

9.13 **Immunity or Defense.** It is expressly understood and agreed by all Parties that neither the execution of this Agreement, nor any conduct of any Representative, shall be considered to waive, nor shall it be deemed to have waived, any immunity or defense that would otherwise be available to that Party against claims arising in the exercise of its governmental powers and functions, nor shall it be considered a waiver of sovereign immunity to suit. It is understood and agreed that a decision by one Party to waive immunity or to compensate a claim for which immunity would have been a defense and would have operated to prevent payment does not operate as a waiver or decision to compensate by the other Parties; nor will such action by one Party operate to incur any expense or charge to the other Parties.

9.14 **Agreement Limitation.** This Agreement sets out the agreements and obligations between the Parties only, and does not obligate any Party to any other Party's subcontractors or to any third party. This Agreement creates no third party beneficiary rights.

9.15 **Survival of Conditions.** Applicable provisions of this Agreement shall survive beyond termination or expiration of this Agreement until full and complete compliance with all aspects of these provisions has been achieved where the Parties have expressly agreed that those provisions should survive any such termination or expiration or where those provisions remain to be performed or by their nature would be intended to be applicable following any such termination or expiration.

9.16 **Dispute Resolution/Mediation.** Initial disputes and unresolved questions or issues of any Party shall initially be presented by submission in writing to the interested Party. If satisfactory resolution cannot be achieved between the Parties within a reasonable time, and should mediation be acceptable to both Parties in resolving a dispute arising under this Agreement, the Parties agree to use the Dispute Resolution Center of Austin, Texas, as the provider of mediators for mediation as described in the TEX. CIV. PRAC. AND REM. CODE, Section 154.023. Unless all Parties to the dispute are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in TEX. CIV. PRAC. AND REM. CODE, Sec. 154.073, unless all Parties to the dispute agree, in writing, to waive the confidentiality.

9.17 **Public Purpose.** By execution of this Agreement, the governing bodies of the Parties hereby find that the needs to be addressed by the services to be provided under the terms of this Agreement and specifically set forth in the attached Work Statements, constitute a significant public concern impacting members of the population which the Parties serve. The governing bodies further find that the provision of services to be provided by Austin pursuant to

this Agreement will further the public purpose of addressing those health and human services issues, problems and needs identified in this Agreement for identified individuals.

10.0 AMENDMENTS

10.01 **Written Amendments.** Unless specifically provided otherwise in this Agreement, any change to the terms of this Agreement or any attachments to it shall be made in writing and signed by all Parties. It is acknowledged by each Party that no officer, agent, employee or representative of any Party has any authority to change the terms of this Agreement or any attachments to it unless expressly granted that authority by that Party's governing body

10.02 **Submission of Amendment.** Any Party shall submit all requests for alterations, additions or deletions of the terms of this Agreement or any attachment to it to the Austin Department, with a copy to the Representatives for consideration. Requests for alterations, additions or deletions of the terms of this Agreement by any Party shall be submitted to the Austin Department, with a copy to the Austin Purchasing Officer.

11.0 NOTICES

11.01 Any notice required or permitted to be given under this Agreement by one party to the others shall be in writing and shall be given and deemed to have been given immediately if delivered in person to the address set forth in this Section 11.0 for the Party to whom the notice is given, or on the third day following mailing if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the Party at the address hereinafter specified.

11.02 **Address.** The notice address for all Parties for all purposes under this Agreement is:

11.02.1 The address for Austin:
City of Austin
Purchasing Officer
P. O. Box 1088
Austin, Texas 78767-1088

11.02.2 The address for Pflugerville:
City of Pflugerville
Purchasing Officer
P.O. Box 589
Pflugerville, Texas 78691-0589

11.02.3 The address for Round Rock:

City of Round Rock
Purchasing Officer
221 East Main Street
Round Rock, Texas 78664

11.02.4 The address for Travis County:

Travis County, Texas
Purchasing Agent
P. O. Box 1748
Austin, Texas 78767

11.02.5 The address for Williamson County:

Williamson County, Texas
Purchasing Officer
710 South Main Street – Suite 101
Georgetown, Texas 78262

11.02.6 The address for the Austin HA:

Housing Authority of the City of Austin
Purchasing Director
1124 South IH-35
Austin, Texas 78704

11.02.7 The address for the Georgetown HA:

Georgetown Housing Authority
Attn: Executive Director/Nikki Brennan
P.O. Box 60
Georgetown, Texas 78627

11.02.8 The address for the Round Rock HA:

Housing Authority of the City of Round Rock
Purchasing Officer
1505 Lance Lane
Round Rock, Texas 78664

11.02.9 The address for the City of Taylor HA:

Housing Authority of the City of Taylor
Purchasing Officer
311-C East Seventh Street
Taylor, Texas 76574

11.02.10 The address for the Travis County HA:
Housing Authority of Travis County
Purchasing Officer
502 East Highland Mall Boulevard – Suite 106-B
Austin, Texas 78752

11.03 **Change of Address.** Each Party may change the address for notice to it by giving notice of the change in compliance with Section 11.0 and delivering a copy of the notice to the Austin Department for attachment to this Agreement no later than ten (10) working days after the effective date of the notice.

12.0 LEGAL AUTHORITY AND SIGNATORIES

12.01. Legal Authority to Enter Agreement.

12.01.1 Each Party guarantees that that Party possesses the legal authority to enter into this Agreement, receive funds authorized by this Agreement, and to perform the services each Party has obligated itself to perform under this Agreement. It is acknowledged by each Party that no Representative, officer, agent, employee or other representative of any Party has any authority to modify, alter or amend this Agreement unless expressly granted that authority by the appropriate governing body.

12.02 Signors.

12.02.1. The person or persons signing this Agreement on behalf of a Party, or representing themselves as signing this Agreement on behalf of a Party, do hereby warrant and guarantee that he, she or they have been duly authorized by the Party to sign this Agreement on behalf of the Party and to bind the Party validly and legally to all terms, performances, and provisions in this Agreement.

13.0 PROHIBITIONS

13.01 **Conflict of Interest.** In performing duties under this Agreement, employees of each Party must comply with the conflict of interest requirements and ethics provisions set forth in the Austin City Code, Article 4 (a copy of which has been provided to all Parties). All Parties shall comply with the conflict of interest provisions in Chapter 171 of the Texas Local Government Code and other applicable laws.

13.02 **Solicitation.** All Parties warrant that no persons or selling agency was or has been retained to solicit this Agreement upon an understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial selling agencies maintained by that Party to secure business. For breach or violation of this warranty, the non-breaching Party shall have the right to terminate this Agreement without liability, or, in its discretion, to, as applicable, add to or deduct from the Agreement price for

consideration, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

13.03 **Gratuities.** No Party's employees, officers or agents may solicit or accept gratuities, favors or anything of monetary value from subcontractors, potential subcontractors, or a potential Consultant.

13.04 **Nepotism.** Each Party agrees that they will comply with TEX. GOVERNMENT CODE ANN., Ch. 573, by ensuring that no officer, employee or member of the governing body of that Party shall vote or confirm the employment of any person related within the second degree by affinity or third degree by consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person.

14.0 ASSIGNABILITY

14.01 No party may assign any of the rights or duties created by this Agreement without the prior written approval of the other Parties. It is acknowledged by each Party that no officer, agency, employee or representative of any Party has any authority to grant such assignment unless expressly granted that authority by the appropriate governing body.

15.0 FORCE MAJEURE.

15.01 No Party shall be financially liable to the other Parties for delays or failures to perform under the Agreement where such failure is caused by force majeure (i.e. those causes generally recognized under Texas law as constituting impossible conditions). Such delays or failures to perform shall extend the period of performance until these exigencies have been removed. The Party seeking to avail itself of this clause shall notify the other Parties in the manner set forth in Section 11.0 within five (5) working days or otherwise waive the right as a defense, unless notification is impractical under the circumstances, in which case notification shall be done in as timely a manner as possible. Each Party agrees that breach of this provision entitles each Party to reduce or stop payments or immediately terminate this Agreement.

EXECUTED in duplicate originals effective the date of the last Party to execute this Agreement.

Austin:

City of Austin, Texas

By: _____

Name: _____

Title: _____

Date: ____/____/2017

APPROVED AS TO FORM:

CITY OF AUSTIN, TEXAS

LAW DEPARTMENT

By: _____

Name: James M. Williams, Sr.

Title: Assistant City Attorney

Round Rock:

City of Round Rock, Texas

By: _____

Name: _____

Title: _____

Date: ____/____/2017

Pflugerville:

City of Pflugerville, Texas

By: _____

Name: _____

Title: _____

Date: ____/____/2017

APPROVED AS TO FORM:

By: _____

Name: George Hyde, City Attorney

Denton Navarro Rocha Bernal Hyde & Zech, PC

Travis County:

Travis County, Texas

By: _____

Name: _____

Title: _____

Date: ____/____/2017

Williamson County:

Williamson County, Texas

By: _____

Name: _____

Title: _____

Date: ____/____/2017

Austin HA:

Housing Authority of the City of Austin

By: _____

Name: Sylvia C. Blanco

Title: Executive Vice President

Date: ____/____/2017

Georgetown HA:

Housing Authority of the City of Georgetown

By: _____

Name: _____

Title: _____

Date: ____/____/2017

Round Rock HA:

Housing Authority of the City of Round Rock

By: _____

Name: _____

Title: _____

Date: ____/____/2017

Taylor HA:

Housing Authority of the City of Taylor

By: _____

Name: _____

Title: _____

Date: ____/____/2017

Travis County HA:

Housing Authority of Travis County

By: _____

Name: _____

Title: _____

Date: ____/____/2017

Commissioners Court - Regular Session**33.****Meeting Date:** 07/25/2017

Dell Children's Affiliation Agreement

Submitted By: Michael Knipstein, EMS**Department:** EMS**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on approving the affiliation agreement between Williamson County EMS and Seton Family of Hospitals d/b/a Dell Children's Medical Center.

Background

This affiliation agreement allows Williamson County EMS employees to observe and participate in training at Dell Children's Medical Center. This allows WCEMS paramedics to gain knowledge and experience in the assessment and treatment of pediatric patients. The agreement has been reviewed by Williamson County legal.

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsDell-WC Agreement

Form Review**Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Michael Knipstein

Final Approval Date: 07/20/2017

Reviewed By

Hal Hawes

Wendy Coco

Date

07/20/2017 09:39 AM

07/20/2017 03:13 PM

Started On: 07/20/2017 08:36 AM

**AFFILIATION AGREEMENT FOR
EMERGENCY MEDICAL SERVICES PROFESSIONALS**

THIS AFFILIATION AGREEMENT FOR EMERGENCY MEDICAL SERVICES PROFESSIONALS, effective the 1st day of July, 2017 (the "Effective Date") is made by and between the Williamson County Emergency Medical Services ("Williamson County EMS") and Seton Family of Hospitals d/b/a Dell Children's Medical Center ("Seton").

WHEREAS, Williamson County EMS has established an approved professional Emergency Medical Services ("EMS") program (the "Program") of special training in preparation for the certification of individuals (the "EMS Trainees") as EMS professionals and for the provision of training to entities providing EMS (the "EMS Providers"); and

WHEREAS, the Program requires ongoing pediatric clinical experiences to ensure pediatric clinical competencies of EMS Trainees and EMS Providers; and

WHEREAS, the Program requires clinical facilities where the EMS Trainees can obtain the clinical learning experiences required in the curriculum; and

WHEREAS, the Program requires clinical facilities where EMS Providers can obtain additional pediatric clinical experiences; and

WHEREAS, Seton has an appropriate clinical facility for EMS Trainees and EMS Providers to obtain clinical learning experience at Dell Children's Medical Center (the "Facility"); and

NOW, THEREFORE, in consideration of the mutual promises herein, Williamson County EMS and Seton agree as follows:

1. Responsibilities of Seton. Seton will:

- a. Allow the EMS Trainees and EMS Providers to observe and participate in training at the Facility at the following levels: EMT Basic, Advance EMT, and EMT-Paramedic Professional EMS;
- b. Appoint an employee at the Facility to serve as Seton and the Facility's representative (the "Facility Representative") to coordinate with Program representatives; and
- c. Provide feedback and complete an evaluation on the performance of each EMS Trainee and EMS provider who participates in the Program.

2. Responsibilities of Williamson County EMS. Williamson County EMS will:

- a. Submit the names of potential EMS Trainees and EMS Providers to the Facility. All submitted names shall be for individuals who have satisfactorily completed those portions of Williamson County EMS' curriculum necessary for the individuals to safely and competently participate in the Program. Seton shall

have the right to reject any individual as an EMS Trainee or EMS Provider if the credentials, skills, or health status of any individual is not sufficient or suited for the EMS Trainee or EMS Provider to participate in the Program; and

- b. Provide the Facility Representative with the Program learning objectives related to the EMS Trainee and EMS Providers; and
- c. Designate an employee as its representative (the "Program Representative") to coordinate with the Facility Representative with regard to the Program. In the event the Program Representative becomes unacceptable to Facility and Facility so notifies Williamson County EMS in writing, Williamson County EMS will appoint, within ten (10) days, a different Program Representative; and
- d. Provide information regarding the EMS Trainees and EMS Providers as requested by the Facility in accordance with applicable law and notify Facility in writing within five (5) calendar days of: (i) receipt of notice of the commencement of any investigation into (or regulatory action involving) any EMS Trainee's or EMS Provider's licensing, registration, or certification by the Texas Attorney General, the Office of Inspector General, the Justice Department, or any other entity of federal, state, or local government, or (ii) loss of any insurance coverage required hereunder.
- e. Williamson County EMS shall do the following for each EMS Trainee or EMS Provider prior to such EMS Trainee's or EMS Provider's participation in the Program:
 - i. Williamson County EMS shall perform a criminal background check on each EMS Trainee and EMS Providers and all of their personnel who will participate in the Program. Without the prior written consent of Seton, Williamson County EMS shall not allow any individual with a criminal history to participate in the Program.
 - ii. Williamson County EMS acknowledges Facility's special status as a health care provider, and Facility may request that Williamson County EMS provide Facility with proof of satisfactory health status for any EMS Trainee or EMS Provider or its on-site personnel. Williamson County EMS shall ensure each EMS Trainee's and EMS Provider's compliance with Seton's standards related to immunization and screening, as well as OSHA standards, CPR training, and current liability insurance coverage.
 - iii. Prior to any EMS Trainee's or EMS Provider's personnel's on-site placement at Facility, provide Seton with proof of the following for each individual:
 - 1) Current hepatitis B vaccinations or proof that these vaccinations were made available and rejected by the individual.

- 2) PPD within the three months immediately prior to the individual's on-site placement.
 - 3) Chest x-ray within the two years immediately prior to individual's on-site placement, if such individual has ever tested positive for tuberculosis.
 - 4) Measles vaccination for two dates, which must be after January 1, 1968, or positive titer.
 - 5) Mumps vaccination for one date, which must be after January 1, 1977, or a positive titer.
 - 6) Rubella vaccine or positive titer.
 - 7) Varicella (chicken pox) vaccination, titer, or a history of this disease.
- f. Take continuous action to ensure that the Program is based on current EMS/EMT/paramedic educational programs set forth by the Texas Department of State Health Services and is compliant with all applicable laws, rules, and regulations governing the practice of EMS/EMT/paramedic services.

3. Mutual Responsibilities of the Parties.

- a. **Confidentiality.** Williamson County EMS, the EMS Trainees and EMS Providers, and all of their employees, agents, and representatives agree to keep strictly confidential and hold in trust all confidential information of Seton and/or its patients and not disclose or reveal any confidential information to any third party without the express prior written consent of Seton. Williamson County EMS shall not disclose the terms of this Agreement to any person who is not a party to this Agreement, except as required by law or as authorized, in writing, by Seton. Unauthorized disclosure of confidential information or of the terms of this Agreement shall be a material breach of this Agreement and shall provide Seton with the option of pursuing remedies for breach, or, notwithstanding any other provision of this Agreement, immediately terminating this Agreement upon written notice to Williamson County EMS. Williamson County EMS and EMS Trainees and EMS Providers shall indemnify and hold Seton harmless against any and all claims related to Williamson County EMS' or any EMS Trainee's, or EMS Provider's breach of this Section.
- b. **HIPAA; HITECH; and Texas State Confidentiality Requirements.** The parties to this Agreement mutually agree to comply with: (1) the Health Information Technology for Economic and Clinical Health Act of 2009 (the "HITECH Act"); (2) the Administrative Simplification Provisions of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d ("HIPAA"), and any current and future regulations promulgated under the HITECH Act or HIPAA, including, without limitation, the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy

Regulations”), the federal security standards contained in 45 C.F.R. Parts 160, 162, and 164 (the “Federal Security Regulations”), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162; and (3) Texas state laws and regulations that govern or pertain to the confidentiality, privacy, security of, and electronic and transaction code sets pertaining to, information related to patients, including without limitation, the “Texas Medical Records Privacy Act” (codified at Texas Health & Safety Code Section 181); and the “Texas Identity Theft Enforcement & Protection Act” (codified at Texas Business & Commerce Code, Section 521), as amended from time to time. The parties agree not to use or further use or disclose any “Individually Identifiable Health Information” (“IIHI”) or “Protected Health Information” (“PHI”) (as those terms are defined by HIPAA), other than as permitted by applicable federal and state laws and regulations and the terms of this Agreement. The parties agree to make their internal practices, books, and records relating to the use and disclosure of PHI available to the Secretary of the Department of Health and Human Services (“DHHS”) to the extent required for determining compliance with federal and state laws and regulations.

4. Term and Termination. Term and Termination. This Agreement shall become effective when executed by both parties and shall continue in effect for an initial period of one (1) year. Thereafter, this Agreement shall automatically renew for additional one (1) year terms, unless sooner terminated as set forth herein. At any time, the parties may agree to terminate this Agreement in writing according to the terms and dates stipulated therein. In the event either party, at any time, gives to the other at least thirty (30) days’ prior written notice of intention to terminate, with or without cause, this Agreement shall terminate at the end of such thirty (30) days. In the event either party gives notice to the other that such other party has substantially defaulted in the performance of any material obligation under this Agreement, and such default shall not have been cured within ten (10) days following the giving of such notice, the party giving such notice shall have the right to immediately terminate this Agreement. Williamson County EMS agrees that Facility may remove any EMS Trainee or EMS Provider or its personnel if Facility determines that such action is in the best interest of the Facility.
5. Notices. All notices under this Agreement shall be in writing and delivered either by personal delivery, by United States certified mail (return receipt requested), or by commercial courier service (signature required for delivery), to the parties as follows:

SETON

Seton Family of Hospitals
1345 Philomena Street, Suite 267
Austin, Texas 78723
Attn: Contract Management

WILLIAMSON COUNTY EMS

303 MLK
Georgetown, Texas 78626
Attn: Mike Knipstein

Such notices shall be deemed given to a party when received by such party’s designated representative.

6. General Provisions.
 - a. Williamson County EMS’s EMS Trainees and EMS Providers and personnel

will be responsible for their own transportation, meals, laundry, and health care while participating in the Program.

- b. Facility shall not be charged for services performed by Williamson County EMS Trainees and EMS Providers or faculty members. Williamson County EMS shall not be responsible for the salaries or expenses of any Facility employees or staff associated with the Program.
- c. EMS Trainees and EMS Providers participating in the Program are not employees of Seton or Facility and shall not be entitled to Seton or Facility employee health benefits. Facility shall provide first aid to EMS Trainees and EMS Providers participating in the Program while at the Facility as necessary.
- d. Facility shall notify any Williamson County EMS, EMS Trainee, EMS Provider personnel, or faculty member of any instance in which Facility has reason to believe that the individual has been exposed to blood borne or airborne pathogens. Such notification shall be provided in a time frame sufficient to allow the individual to seek appropriate treatment for any potential exposure.
- e. Each EMS Trainee, EMS Provider and its personnel, and/or faculty member shall be responsible for all expenses and costs of healthcare treatment related to any exposure, injury, illness, or disease occurring as a result of or during their participation in the Program.
- f. This Affiliation Agreement constitutes the entire agreement between the parties with respect to the subject matter, and any prior or contemporaneous agreements, written or oral, are hereby superseded and of no further effect. No amendment to this Agreement shall be effective unless reduced to writing and signed by an authorized representative of each party.
- g. Williamson County EMS and Seton will comply with applicable federal, state, and local laws, ordinances, and regulations in the performance of this Agreement.
- h. The Program and all related activities shall be conducted in a manner that does not discriminate against any person on a basis prohibited by applicable law, including but not limited to: race, color, national origin, religion, sex, age, veteran status, or disability.
- i. Each party shall hold harmless, indemnify, and defend the other party from and against any and all claims, demands, actions, losses, costs, damages and expenses, including reasonable attorneys' fees, arising from or out of any negligent or willful acts or omissions of the indemnifying party, its officers, directors, employees, agents, or representatives, or any material breach of this Agreement by such parties, in connection with the performance of this Agreement. A party anticipating the need for indemnification pursuant to this section shall notify the other party in writing as soon as reasonably possible. The party requesting indemnification shall cooperate reasonably with the indemnifying party in all matters relating to the defense of any claim for which indemnification is requested or required. This indemnification and all indemnifications herein shall survive

the termination of this Agreement. With respect to Williamson County EMS, its agents for purposes of this indemnification provision shall include the EMS Trainees and EMS Providers and their personnel.

- j. The EMS Trainees and EMS Providers and their personnel and faculty members of Williamson County EMS shall comply with all applicable Facility and Seton medical staffs bylaws, rules, regulations, policies, procedures, and protocols, including without limitation, Seton's "Code of Conduct." Seton's policies and procedures and Seton's medical staff bylaws, rules and regulations, and policies are available on Seton's intranet website (at: <http://intranet/>), which can be accessed at each nursing station.
 - k. EMS Trainees, EMS Providers, and faculty members of Williamson County EMS shall acknowledge that Seton is bound by the "Ethical and Religious Directives for Catholic Healthcare Services" ("ERDs"), which are available on the Internet at: <http://www.usccb.org/about/doctrine/ethical-and-religious-directives/> and agree to abide by such ERDs while caring for patients at a Seton facility, including not engaging in the following activities: (i) direct abortions; and (ii) in vitro fertilization ("IVF") procedures involving the creation, cryo-preservation, and/or other destruction of "supernumerary" human embryos.
 - i. Each EMS Provider and its personnel participating in the Program shall maintain professional liability insurance coverage in amounts not less than US \$1,000,000 per occurrence and US \$3,000,000 annual aggregate and provide proof of such insurance to Facility upon request.
7. Amendments. This Agreement can be amended only by an instrument in writing signed by the parties. Amendments to this Agreement shall be effective as of the date stipulated therein.
 8. Assignment. No assignment of this Agreement or the rights and obligations hereunder shall be valid without the prior written consent of the non-assigning party, and any attempt to assign without such prior written consent shall be void.
 9. Entire Agreement. This Agreement contains the entire understanding of the parties and supersedes any prior written or oral agreements or understandings among them concerning the subject matter set forth above. There are no representations, warranties, covenants, promises, agreements, arrangements, or understandings, oral or written, express or implied among the parties hereto relating to the subject matter set forth above which have not been fully expressed herein.
 10. Fraud and Abuse Law and Texas Health & Safety Code. The parties enter into this Agreement with the intent of conducting their relationship in full compliance with applicable state, local, and federal law, including Medicare/Medicaid Anti-Fraud and Abuse Amendments and the Texas Health & Safety Code Illegal Remuneration Law. Notwithstanding any unanticipated effect on any of the provisions herein, neither party will intentionally conduct itself under the terms of this Agreement in a manner to constitute a violation of these or any other laws.

11. No Referral. Nothing contained in this Agreement shall require (directly or indirectly, explicitly or implicitly) any party to refer any patients to any other party or to use any other party's Facility as a precondition to receiving the benefits set forth herein.
12. No Third-Party Beneficiaries. No provision of this Agreement is intended to benefit any person or entity, including, but not limited to, any person who is not a party to this Agreement, nor shall any other person or entity not a party to this Agreement have any right to seek to enforce or recover any right or remedy with respect hereto.
13. Non-Waiver. No waiver by either of the parties hereto of any failure by the other party to keep or perform any provision, covenant or condition of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same, or any other provision, covenant or condition.
14. Post-Termination Obligations; Survival. The termination of this Agreement shall not relieve either party of any obligation pursuant to this Agreement which arose on or before the date of termination, and those sections of this Agreement which by their terms extend beyond termination or expiration of this Agreement shall survive and continue in full force and effect after the expiration of the term or any termination of this Agreement.
15. Relationship of Parties. In performing responsibilities pursuant to this Agreement, it is understood and agreed that both parties at all times acting as independent contractors and that the parties are not partners, joint-venturers, or in an employer-employee relationship with each other.
16. Severability. The provisions of this Agreement shall be considered severable from the remainder of this Agreement and in the event that any section, paragraph, or other provision should be determined to be unenforceable for any reason, the rest of this Agreement shall remain in full force and effect. If any provision is determined to be unenforceable, such provision shall be automatically modified so as to maintain, to the greatest extent possible without being unenforceable, the original intent and meaning of the provision.
17. Applicable Law. This Agreement shall be construed and governed according to the laws of the State of Texas, without giving effect to its conflict of law provisions. Any suit, action, or proceeding with respect to this Agreement, or any judgment entered by any court in respect thereof shall be brought in the Courts of the State of Texas, County of Travis or in the United States courts located in the state of Texas and the parties hereby submit to the non-exclusive jurisdiction of such courts for the purpose of any such suit, action, or proceeding.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have signed this Agreement to be effective as of the date set forth herein.

SETON FAMILY OF HOSPITALS

WILLIAMSON COUNTY EMS

By: Greg Hartman

By: _____

Name: Greg Hartman

Name: Judge Dan A. Gattis

Dated: 7.10.17

Dated: _____

Reviewed by Legal

Name BSU
Date 7/7/17

Commissioners Court - Regular Session**34.****Meeting Date:** 07/25/2017

Texas Workforce Commission

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

Information**Agenda Item**

Discuss, consider and take appropriate action on second renewal contract amendment with Constable Precinct Two and the Texas Workforce Commission, Contract Number 2916PEN010, with an effective date of September 1, 2017 and end date of August 31, 2018.

Background

This contract extension is the third and final in a three-year contract with the Texas Workforce Commission (TWC), allowing the Constable Precinct Two Office on-line access to information available in the TWC data base. This information is used to locate individuals who have outstanding civil process or criminal warrants. There is no price increase and the amount of \$1,500 has been budgeted for FY18.

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsTWC Contract Amendment

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Kathy Pierce

Final Approval Date: 07/17/2017

Reviewed By

Wendy Coco

Date

07/17/2017 03:06 PM

Started On: 07/17/2017 02:21 PM

Commissioners Court - Regular Session**35.****Meeting Date:** 07/25/2017

Consider Termination of I-Plow Contract

Submitted For: Dain Johnson**Submitted By:** Bonnie Sims, J.P. Pct. #1**Department:** J.P. Pct. #1**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action to terminate software and collection-related services contract for Williamson County Justice of the Peace, Pct. 1 with I-Plow.com, LLC and authorize County Judge to sign notice of termination.

Background

Vendor has verbally indicated to the Auditor's Office that they are fine with this termination and will not bill the county for this project, which was never completed.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments[Letter to County Judge](#)[Contract Termination](#)

Form Review**Inbox**

Hal Hawes
County Judge Exec Asst.
Form Started By: Bonnie Sims
Final Approval Date: 07/20/2017

Reviewed By

Hal Hawes
Wendy Coco

Date

07/19/2017 11:14 AM
07/20/2017 08:46 AM
Started On: 07/18/2017 04:03 PM



Justice Court

WILLIAMSON COUNTY, TEXAS

PRECINCT ONE

DAIN JOHNSON
JUSTICE OF THE PEACE

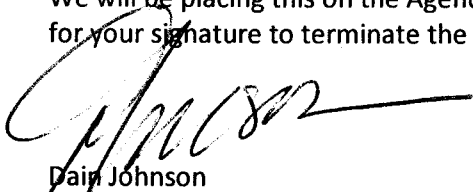
July 18, 2017

County Judge Dan Gattis
Williamson County Court House
Georgetown, Texas 78626

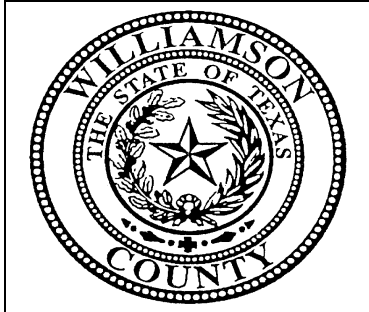
Ref: I-Plow

Judge Gattis, please accept this notice that we would like to end the contract with I-Plow.Com.LLC that was done in March 2017 of this year. The product does not meet the needs of our Court for the Collection Process, and it no longer needed. The process is very time consuming and my staff is doing the mail outs and phone calls that are required by OCA.

We will be placing this on the Agenda to have it considered to be terminated. A letter will be attached for your signature to terminate the lease agreement.



Dain Johnson
Justice of the Peace Pct. One
Williamson County, Texas



**OFFICE OF WILLIAMSON
COUNTY JUDGE**

710 MAIN STREET, SUITE 200
GEORGETOWN, TEXAS 78626
(512) 943-1550 PHONE ♦ (512) 943-1662 FAX

July 25, 2017

I-PLOW.COM, LLC
Attn: Mark W. Odom
3463 Magic Dr., Ste T-7
San Antonio, Texas 78229

***In re: Notice of Contract Termination;
(Williamson County JP, Pct. 1)***

To Whom It May Concern:

As you are aware, Williamson County Justice of the Peace, Pct. 1 is currently in a contract with your company for collections-related software and services. The end user has requested formal termination of this agreement from the Williamson County Commissioners Court, as the legislative body for the county, and termination has been formally granted. Pursuant to Paragraph II(a) of the original agreement, termination is authorized with a ninety (90) day notice.

Therefore, the purpose of this letter is to give you official notice that Williamson County elects to terminate the agreement between the parties, and such termination will be effective in ninety (90) calendar days, which is Tuesday, October 24, 2017. **To the extent necessary, please contact the Office of Justice of the Peace, Precinct 1 to facilitate process abandonment or termination details by calling (512) 244-8618.**

Thank you for your prompt attention and assistance in this regard.

Sincerely,

Hon. Dan Gattis
Williamson County Judge

cc: Hon. Dain Johnson
Williamson County Auditor's Office

DG/sos

Commissioners Court - Regular Session**36.****Meeting Date:** 07/25/2017

Exempting Aggregates On-Site Delivered From Competitive Bidding Requirement

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 Aggregates Delivered-to-Site for a term of one (1) year to Industrial Asphalt & Aggregate, per the lowest responsive quote received, pursuant to Texas Local Gov't Code, Section 262.0225(d) and Section 262.0245.

Background

An Aggregates solicitation was formally released under IFB # 1704-154 & IFB # 1705-163 and no bids were received for on-site-delivery. Texas Local Government Code Section 262.0225(d) and 262.045 allow the Purchasing Agent to recommend procedures for obtaining necessary items where no competitive bids are received. A recommendation was made to the Road & Bridge Department to solicit and obtain three (3) written quotes for this service, as originally bid out. Five (5) vendors were solicited and only one (1) responded to the request. This response was evaluated by the Road & Bridge Department in the same manner as if it had been received during the initial bid process. Based upon the evaluation the department is recommending award to Industrial Asphalt & Aggregate. Per policy this award is recommended for a term of one (1) year after which a new solicitation will be issued.

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsRecommendation Letter

Form Review**Inbox**

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Thomas Skiles
Final Approval Date: 07/20/2017

Reviewed By

Randy Barker
Wendy Coco

Date

07/20/2017 08:35 AM
07/20/2017 08:46 AM
Started On: 07/19/2017 07:46 AM



July 18, 2017

Mr. Randy Barker
Director/Purchasing Agent
901 S. Austin Ave.
Georgetown, Texas 78626

Subject: Recommendation for Aggregates for Delivery quote

After reviewing all the pertinent information, I recommend to the Williamson County Commissioner's Court that they award Industrial Asphalt and Aggregate as the primary vendor for Aggregates Item 1-3 Delivered to Site based on their quote.

I am requesting to purchase aggregate for delivery based on quotes after no competitive bids were received in accordance with TLGC 262.0225(d) and 262.045. We went out to bid twice for Aggregates and did not receive any bids on aggregates delivered to project site. We contacted 5 vendors who downloaded the bid from Bidsync and requested quotes. We only received one response and that was from Industrial Asphalt and Aggregate (quote attached).

The quotes for Items 1- 3 Delivered to Site show an increase in price of 18% - 22% price increase from 2014. This price increase corresponds to a reasonable increase of approximately 7% increase per year since 2014 the last time this contract was awarded (14IFB00230).

Please feel free to contact me if you have any questions or concerns.

Sincerely,

Doug Woodall, PE
Acting Director of Road and Bridge
Williamson County
3151 S.E. Inner Loop, Suite B
Georgetown, Texas 78626

Vendor: Industrial Asphalt and Aggregate
 Quote for: Aggregates Items 1-3
 Rates Expire: 1/1/2018

ITEM #	DESCRIPTION		UNIT	UNIT COST DELIVERED
1	Aggregate, TxDot Item 302, Type D, Grade 3	1000	TON	\$ 22.35
2	Aggregate, TxDot Item 302, Type D, Grade 4 MOD A	4500	TON	\$ 23.35
3	Aggregate, TxDot Item 302, Type D, Grade 4 MOD B	4500	TON	\$ 22.85

Commissioners Court - Regular Session**37.****Meeting Date:** 07/25/2017

Supplemental Agreement 1 to agreement for Architectural and Engineering Services Sheriff's office Training Center Project

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 approving Supplemental Agreement #1 between Brinkley Sargent Wiginton Architects, Inc. and Williamson County for architect and engineering services in the not-to-exceed-amount of \$13,532.00, and authorizing the execution of the agreement.

Background

Additional services include overseeing the design and coordination of a screen wall at the outdoor firing range to stop stray bullets below 8 feet. The A/E will work with the Construction Manager At-Risk for the project and Williamson County to select preferred design and material options.

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsSupplemental Agreement

Form Review**Inbox**

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Will Hutchinson
Final Approval Date: 07/20/2017

Reviewed By

Randy Barker
Wendy Coco

Date

07/20/2017 08:38 AM
07/20/2017 08:46 AM
Started On: 07/19/2017 09:59 AM

SUPPLEMENTAL AGREEMENT NO. 1 TO
AGREEMENT FOR ARCHITECTURAL AND
ENGINEERING SERVICES

WILLIAMSON COUNTY SHERIFF'S OFFICE
TRAINING CENTER PROJECT ("Project")

This Supplemental Agreement No. 1 to Agreement for Architectural and Engineering Services ("Supplemental Agreement No. 1") is by and between Brinkley Sargent Wiginton Architects, Inc. (the "A/E") and Williamson County, Texas, a political subdivision of the State of Texas, (the "County").

RECITALS

WHEREAS, the County and the A/E previously executed an Agreement for Architectural and Engineering Services (the "Agreement"), in November of 2015, wherein A/E agreed to perform certain professional architectural and engineering services in connection with the Williamson County Sheriff's Office Training Center Project ("Project");

WHEREAS, during the course of performing services, County determined a need to add a screen wall at the outdoor firing range that is 8' tall and approximately 2,000 linear feet, which will require additional professional architectural and engineering services that were not included in the original Basic Services of the Agreement;

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. 1 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 \$13,532.00.

III. Schedule

A/E will commence performance of the Additional Services immediately upon receipt of County's notice to proceed and shall perform the Additional Services in accordance with like services for the schedules set out in the Agreement.

IV. Terms of Agreement Control and Extent of Supplemental Agreement No. 1

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. 1, in duplicate, to be effective as of the date of the last party's execution below.

A/E:

Brinkley Sargent Wiginton Architects, Inc.

By: 

Printed Name: DENNY DOHERTY

Title: SENIOR PRINCIPAL

Date: JULY 5, 2017

COUNTY:

Williamson County, Texas

By: _____

Printed Name: _____

Title: _____

Date: _____, 20____

Exhibit "A"

Scope of Additional Services

A/E will provide the following Additional Services:

- Oversee the design and coordination of a screen wall at the outdoor firing range that is 8' tall and approximately 2,000 linear foot. The expectations is for the screen wall to stop a stray bullet below 8'.
- Develop conceptual design of options.
- Collaborate with CMAR & design team to select preferred option.
- Design and detailing of foundations and structural aspects of the wall.
- Produce drawings including plans, details and general notes for the wall (The layout of the wall and dimensional control will be provided by others).
- Review of shop drawings and RFI's as appropriate.
- Up to 3 site visits to observe progress and general conformance of construction with the construction documents.

Commissioners Court - Regular Session**38.****Meeting Date:** 07/25/2017

IFB 1701-173 Wilco Annex & Childrens Advocacy Center Fog Seal advertising

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 the Purchasing Agent to advertise and receive sealed bids for Wilco Annex & Children's Advocacy Center Fog Seal, under IFB # 1707-173.

Background

Williamson County is seeking qualified companies to provide materials, experienced fog seal (Polymer-Modified Emulsified Asphalt Surface Treatment), HMCL level-up, crack seal, and striping crews and equipment to resurface the Williamson County Annex and Children's Advocacy Center parking lots with an estimated budget of \$105,148.00.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments[bid packet](#)

Form Review**Inbox**

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Will Hutchinson
Final Approval Date: 07/20/2017

Reviewed By

Randy Barker
Wendy Coco

Date

07/20/2017 08:39 AM
07/20/2017 08:46 AM
Started On: 07/19/2017 12:44 PM

Solicitation 1707-173

Wilco Annex & Childrens Advocacy Center Fog Seal

Bid Designation: Public



Williamson County, Texas

Bid 1707-173

Wilco Annex & Childrens Advocacy Center Fog Seal

Bid Number	1707-173
Bid Title	Wilco Annex & Childrens Advocacy Center Fog Seal
Bid Start Date	In Held
Bid End Date	Aug 18, 2017 3:00:00 PM CDT
Question & Answer End Date	Aug 14, 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	Aug 9, 2017 1:00:00 PM CDT Attendance is optional Location: 3151 South East Inner Loop Georgetown, TX 78626
Bid Comments	Williamson County is seeking qualified companies to provide materials, experienced fog seal (Polymer-Modified Emulsified Asphalt Surface Treatment), HMCL level-up, crack seal, and striping crews and equipment to resurface the Williamson County Annex and Children's Advocacy Center parking lots detailed in the plans.

Item Response Form

Item 1707-173--01-01 - Attach Documents Here

Quantity 1 each

Prices are not requested for this item.

Delivery Location Williamson County, Texas

No Location Specified

Qty 1

Description
attach documents

Item 1707-173--01-02 - Total Bid Price

Quantity 1 lump sum

Unit Price

Delivery Location Williamson County, Texas

No Location Specified

Qty 1

Description

Total Bid Price

--



PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION

WILLIAMSON COUNTY PURCHASING DEPARTMENT SOLICITATION 1707-173

Wilco Annex & Childrens Advocacy Center Fog Seal

**BIDS MUST BE RECEIVED ON OR BEFORE:
Aug 18, 2017 3:00:00 PM CDT**

**BIDS WILL BE PUBLICLY OPENED:
Aug 18, 2017 3:00:00 PM CDT**

Notice is hereby given that sealed Bids for the above-mentioned goods and/or services will be accepted by the Williamson County Purchasing Department. Williamson County uses BidSync to distribute and receive bids. Specifications for this IFB may be obtained by registering at www.bidsync.com.

Williamson County prefers and requests electronic submittal of this Bid.

All electronic bids must be submitted via: www.bidsync.com

Electronic bids are requested, however paper bids will currently still be received, until further notice and may be mailed or delivered to the address listed below.

Bidders are strongly encouraged to carefully read this entire IFB.

All interested Bidders are invited to submit a Bid in accordance with the Instructions and General Requirements, Bid Format, Bid Specifications, and Definitions, Terms and Conditions stated in this IFB.

Please note that a complete package must be submitted choosing one of the above two methods. Split packages submitted will be considered “unresponsive” and will not be accepted or evaluated.

Williamson County will not accept any Bids received after the submittal deadline, and shall return such Bids unopened to the Bidder.

General Information:

- If mailed or delivered in person, Bids and Bid addenda are to be delivered in sealed envelope on or before the submittal deadline, as noted in the Public Announcement and General Information listed above for this IFB, to:

Williamson County Purchasing Department
Attn: **BID NAME AND NUMBER**
901 South Austin Avenue
Georgetown, Texas 78626

- Bidders should list the Bid Number, Bid Name, Name and Address of Bidder, and the Date of the Bid opening on the outside of the box or envelope and note "Sealed Bid Enclosed."
 - Bidder should submit one (1) original.
 - Williamson County will NOT be responsible for unmarked or improperly marked envelopes.
 - Williamson County will not accept any responsibility for Bids being delivered by third party carriers.
 - Facsimile transmittals will NOT be accepted.
- Bids will be opened publicly in a manner; however, to avoid public disclosure of contents only the names and of Bidders and prices will be read aloud.
 - All submitted questions with their answers will be posted and updated on www.bidsync.com.
 - It is the Bidder's responsibility to review all documents in BidSync, including any Addenda that may have been added after the document packet was originally released and posted.
 - Any Addenda and/or other information relevant to the IFB will be posted on www.bidsync.com.
 - The Williamson County Purchasing Department takes no responsibility to ensure any interested Bidder has obtained any outstanding addenda or additional information.



Williamson County – Invitation for Bid (IFB)

SECTION 1 - DEFINITIONS

Addendum/Addenda – means any written or graphic instruments issued by the County prior to the consideration of Bids which modify or interpret the Bid Documents by additions, deletions, clarifications, or corrections.

Agreement/Ensuing Agreement(s) – means the Successful Bidder may be required by the County to sign an additional Agreement containing terms necessary to ensure compliance with the IFB and the Bidder's Bid. Such Ensuing Agreement(s) shall contain the Bid specifications, terms and conditions that are derived from the IFB.

Bid Documents – means the Legal Notice, IFB including attachments, and any Addenda issued by the County prior to the consideration of any Bids.

Bid – means the completed and signed bid form, (sometimes referred to as the Price Sheet), and ALL required forms and documentation listed in the IFB package which have been submitted in accordance with the terms and conditions described in the IFB package. A Bid submitted in accordance with this IFB is irrevocable during the specified period for evaluation and acceptance of Bids unless a waiver is obtained from the Williamson County Purchasing Agent.

Bidder – means a person or entity who submits a Bid in response to this IFB.

Contract – means this IFB and the Bid of the Successful Bidder shall become a Contract between the Successful Bidder and the County once the Successful Bidder's Bid is properly accepted by the Williamson County Commissioners Court.

Commissioner's Court – means the Williamson County Commissioners Court.

County – means Williamson County, a political subdivision of the State of Texas.

Invitation for Bid (IFB) – means this document, together with the attachments thereto and any future Addenda issued by the County.

Successful Bidder – means the liable Bidder to whom the County intends to award the Contract.

SECTION 2 - BID FORMAT AND SUBMISSION

2.1 ORGANIZATION OF BID CONTENTS FOR SUBMITTAL

Each Bid should be organized and items submitted in the order described below:

- A. Transmittal Letter. Please see Section 2.3, Transmittal Letter, for more information.
- B. Price Sheet.
- C. Conflict of Interest Questionnaire. Please see Section 2.2, Conflict of Interest, for more information in regards to this. Please note that even if you deem there to be no Conflict of Interest, this signed questionnaire must be included in your package.
- D. References. Please see Section 3.15, References, for more information.
- E. Bid Affidavit.
- F. Form 1295. Please see Section 2.4, Certificate of Interested Parties – Form 1295.

2.2 CONFLICT OF INTEREST

No public official shall have interest in a Contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code, Title 5, Subtitle C, Chapter 171, as amended.

As of January 1, 2006, all Bidders are responsible for complying with Local Government Code, Title 5, Subtitle C, Chapter 176. Additional information may be obtained from the County's website at the following link:

<http://www.wilco.org/CountyDepartments/Purchasing/ConflictofInterestDisclosure/tabid/689/language/en-US/Default.aspx>

Each Bidder must disclose any existing or potential conflict of interest relative to the performance of the requirements of this IFB. **Examples of potential conflicts of interest may include an existing business or personal relationship between the Bidder, its principal, or any affiliate or subcontractor with the County or any other entity or person involved in any way with the project that is subject to this IFB.** Similarly, any personal or business relationship between the Bidder, the principals, or any affiliate or subcontractor with any employee, or official of the County or its suppliers must be disclosed. Any such relationship that might be perceived or represented as a conflict must be disclosed. Failure to disclose any such relationship or reveal personal relationships with the County employees or officials may be cause for termination.

The County will decide if an actual or perceived conflict should result in Bid disqualification.

By submitting a Bid in response to this IFB, all Bidders affirm they have not given, nor intend to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a the County public servant or any employee, official or representative of same, in connection with this procurement.

Each Bidder must provide a Conflict of Interest Statement with their Bid Package. Package may be deemed incomplete without this form.

2.3 TRANSMITTAL LETTER

The Bidder should submit a Transmittal Letter that provides the following information:

- A. Name and address of individual or business entity submitting the Bid.
- B. Name, physical address, email address, business and fax number of the Bidder's principal contact person regarding all contractual matters relating to this IFB.
- C. The Bid's Federal Employer Identification Number.
- D. If the Proposal being submitted will have an effect on air quality for the County (as it relates to any state, federal, or voluntary air quality standard), then the Respondent is encouraged to provide information in narrative indicating the anticipated air quality impact. See Section 4.36, Air Quality for more information.

2.4 CERTIFICATE OF INTERESTED PARTIES – FORM 1295

As of January 1, 2016, all Successful Bidders are responsible for complying with the Texas Government Code, Section 2252.908. The law states that the County may not enter into certain contracts with a Bidder unless the Bidder submits a disclosure of interested parties to the County at the time the Bidder submits the signed Contract. The law applies only to a Contract of the County on or after January 1, 2016 that either:

- A. Requires an action or vote by the Commissioners Court before the Contract may be signed (all contracts that fall under the jurisdiction of the Commissioners Court approval, such as contracts resulting from an Initiation for Bid (IFB), RFP, Request for Qualifications (RFQ), etc., excluding, but not limited to, certain Juvenile Service contracts, contracts funded with Sheriff's seized monies, etc.); or
- B. Has a value of at least \$1,000,000.

By January 1, 2016, the Texas Ethics Commission will make available on its website, a new filing application that must be used to file Form 1295. Information regarding how to use the filing application is available on the Texas Ethics Commission website at the following link:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

A Respondent must:

- A. Use the online application to process the required information on Form 1295.
- B. Print a copy of the form which will contain a unique certification number.
- C. An authorized agent of the Bidder must sign the printed copy of the form.
- D. Have the form notarized.
- E. File the completed Form 1295 and certification of filing (scanning and emailing form is sufficient) with Williamson County Purchasing Agent at the time the signed Contract is submitted for approval.

After the Commissioners Court award of the Contract, the County shall notify the Texas Ethics Commission, using the Texas Ethics Commission's filing application, of the receipt of the filed Form 1295 and certification of filing not later than the 30th day after the date the Contract binds all parties to the Contract. The Texas Ethics Commission will post the completed Form 1295 to its website within seven business days after receiving notice from the County.

2.5 ETHICS

The Bidder shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official or agent of the County.

2.6 BID SUBMITTAL DEADLINE

The Bid is due no later than the submittal date and time set forth in the Public Announcement and General Information listed in this IFB package. Contents of each Bid shall be submitted in accordance with this IFB.

2.7 DELIVERY OF BIDS

The County uses BidSync to distribute and receive Bids and proposals. It is preferred that Bids submitted electronically through BidSync; however, Bidders can submit a hard copy.

Refer to www.bidsync.com for further information on how to submit electronically.

If mailed or delivered in person, Bids and Bid Addenda are to be delivered in sealed envelope on or before the submittal deadline, as noted in the Public Announcement and General Information listed in this IFB package, to:

Williamson County Purchasing Department
Attn: **Bid Name and Number**
901 South Austin Avenue
Georgetown, Texas 78626

Also, all Bidders should list their Name and Address, and the Date of the Bid opening on the outside the box or envelope and note "Sealed Bid Enclosed." The County will not accept any Bids received after the submittal deadline, and shall return such Bids unopened to the Bidder. The County will not accept any responsibility for Bids being delivered by third party carriers.

Bids will be opened publically and the names of Bidders and pricing will be read aloud.

SECTION 3 - INSTRUCTIONS AND GENERAL REQUIREMENTS

3.1 INSTRUCTIONS

Read this document carefully, and follow all instructions and requirements. All Bidders are responsible for fulfilling all requirements and specifications. Be sure to have a clear understanding of this IFB.

General requirements apply to all advertised IFBs; however, these may be superseded, in whole or in part, by the bid specifications, Addenda and modifications issued as a part of this IFB. Be sure your Bid package is complete.

3.2 AMBIGUITY, CONFLICT, OR OTHER ERRORS IN THIS IFB

If a Bidder discovers any ambiguity, conflict, discrepancy, omission or other error in this IFB, the Bidder shall immediately notify the County Purchasing Department of such error in writing and request modification or clarification of the document.

Modifications will be made by issuing Addenda. If the Bidder fails to notify the County prior to the date and time fixed for submission of Bids of an error or ambiguity in the IFB known to the Bidder, or an error or ambiguity that reasonably should have been known to the Bidder, then the Bidder shall be deemed to have waived the error or ambiguity or its later resolution.

The County may also modify the IFB, no later than forty-eight (48) hours prior to the date and time fixed for submission of Bids, by issuance of an Addendum. All Addenda will be numbered consecutively, beginning with one (1).

3.3 NOTIFICATION OF MOST CURRENT ADDRESS

All Bidders in receipt of this IFB shall notify the Williamson County Purchasing Department of any address changes, contact person changes, and/or telephone number changes no later than forty-eight (48) hours prior to the date and time fixed for submission of Bids.

3.4 SIGNATURE OF BIDDER

- A. If the Bidder is a Corporation or Limited Liability Company, the legal name of the Corporation Limited Liability Company shall be provided together with the signature of the officer or officers authorized to sign on behalf of such entity.
- B. If the Bidder is a General Partnership, the true name of the firm shall be provided with the signature of each partner authorized to sign.
- C. If the Bidder is a Limited Partnership, the name of the Limited Partner's General Partner shall be provided with the signature of the officer authorized to sign on behalf of the General Partner.
- D. If the Bidder is a Sole Proprietor(s) (individual), each Sole Proprietor(s) shall sign.
- E. If signature is by an agent, other than the Sole Proprietor(s) or an officer of a Corporation, Limited Liability Company, General Partner or a member of a General Partnership, a power of attorney equivalent document must be submitted to the Williamson County Purchasing Department.

3.5 ASSUMED BUSINESS NAME

If the Bidder operates business under an Assumed Business Name, the Bidder must have on file with the

Williamson County Clerk a current Assumed Name Certificate and provide a file marked copy of same.

3.6 BID OBLIGATION

The contents of the IFB, Bid, and any clarification thereof submitted by the Successful Bidder shall become part of the contractual obligation and incorporated by reference into the Contract and any Ensuing Agreement(s).

3.7 COMPLIANCE WITH IFB SPECIFICATIONS

It is intended that this IFB describe the requirements and the Bid format in sufficient detail to secure comparable Bids. Failure to comply with all provisions of the IFB may, at the sole discretion of the County, result in disqualification.

3.8 WITHDRAWAL OF BID

The Bidder may withdraw its Bid by submitting a written request with the company letterhead and the signature of an authorized individual, as described in Section 3.4, Signature of Bidder, to the Williamson County Purchasing Department any time prior to the submission deadline.

The Bidder may submit a new Bid prior to the deadline. Alterations of the Bid in any manner will not be considered if submitted after the deadline. Withdrawal of a Bid after the deadline will be subject to written approval of the Williamson County Purchasing Agent.

3.9 EVALUATION AND AWARD

The County reserves the right to use all pertinent information (also learned from sources other than disclosed in the Bid process) that might affect the County's judgment as to the appropriateness of award to the lowest and best evaluated Bid. This information may be appended to the Bid evaluation process results. Information on a Bidder from reliable sources, and not within the Bidder's Bid, may also be noted and made part of the evaluation file. The County shall have sole discretion for determining the reliability of the source.

To ensure the proper and fair evaluation of a solicitation, the County prohibits unsolicited communication initiated by the Bidder to the County Official or Employee evaluating or considering the Bids prior to the time an award has been made. Unsolicited communication may be ground for disqualifying the offending Bidder from consideration or award of the solicitation, or any future solicitation.

Communication between the Bidder and the County will be initiated by the appropriate County Official Employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the solicitation.

The County intends to award a Contract to the most responsible and responsive Bidder whose Bid will be most advantageous to the County. In accordance with Texas Government Code and Local Government Code, the County may consider, to the extent allowed by law, the following:

- A. Price;
- B. The Bidder's experience and reputation;
- C. Quality of the Bidder's goods and/or services;
- D. The Bidder's safety record;
- E. The Bidder's proposed personnel;
- F. The Bidder's financial capabilities; and
- G. Any other relevant factors specifically listed in this IFB or authorized by law.

3.10 CONSIDERATION OF LOCATION OF PRINCIPAL OFFICE

Pursuant to Texas Local Government Code, Section 271.905, in purchasing any real property or personal property that is not affixed to real property, if the County receives one or more Bids from a Bidder whose principal place of business is in Williamson County and whose Bid is within three (3) percent of the lowest Bid price received by the County from a Bidder who is not a resident of Williamson County, the County may enter into a contract with:

- A. The lowest Bidder; or the Bidder whose principal place of business is in Williamson County if the Commissioners Court determines, in writing, that the local Bidder offers the County the best combination of contract price and additional economic development opportunities Williamson County created by the contract award, including the employment of residents Williamson County and increased tax revenues to Williamson County.

It is understood that the Commissioners Court of Williamson County, Texas, reserves the right to accept or reject any and/or all Bids for any or all goods and/or services covered in this IFB, and to waive informalities or defects in the Bid or to accept such Bid, if it shall deem to be in the best interest of the County.

Awards should be made approximately sixty (60) business days after the Bid opening date. Results may be obtained by viewing the Williamson County vendor portal at the following link:

<http://www.wilco.org/CountyDepartments/Purchasing/SearchforaPastBid/tabid/5213/language/en-US/Default.aspx>

3.11 RESPONSIBILITY

It is expected that a prospective Bidder will be able to affirmatively demonstrate responsibility. A prospective Bidder should be able to meet the following requirements:

- A. Have adequate financial resources, or the ability to obtain such resources as required;
- B. Be able to comply with the required or proposed delivery schedule;
- C. Have a satisfactory record of performance that can be determined thru references provided; and
- D. Be otherwise qualified and eligible to receive an award.

The County may request representation and other information sufficient to determine the Bidder's ability to meet these minimum standards listed above.

3.12 FIRM PRICING

For unit price items, all of the items listed are to be on a "per unit" basis, stating a firm price per unit or unit quantity of each item. The Bidder must submit a firm price that must be good from the date of Bid opening for the fixed period of time set out in this IFB. Unless the IFB expressly states otherwise, this period shall be until the end of the Initial Contract Period.

Bids which do not state a fixed price, or which are subject to change without notice, will not be considered. The Court may award a Contract for the period implied or expressly stated in the lowest and best Bid.

3.13 PURCHASE ORDERS

If required by the Williamson County Purchasing Department, a purchase order(s) may be generated to the Successful Bidder for goods and/or services. If a purchase order is issued, the purchase order number must appear on all itemized invoices and/or requests for payment.

3.14 SILENCE OF SPECIFICATIONS

The apparent silence of these specifications as to any detail or to the apparent omission from it of a

detailed description concerning any point, shall be regarded as meaning that only the best practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

3.15 REFERENCES

The County may require the Bidder to supply a list of at least three (3) references where like services and/or goods have been supplied by their firm within the past five (5) years, to include names, titles, phone numbers and email addresses of key personnel, and dates of performance.

The County may contact some or all of the references in order to determine the Respondent performance record on work similar to that described in this RFP. The County reserves the right to contact references other than those provided in the response and to use the information gained from them in the evaluation process.

References, if requested, should be provided in accordance with this IFB. Bid may not be deemed complete without the inclusion of requested references.

SECTION 4 - TERMS AND CONDITIONS

4.1 VENUE AND GOVERNING LAW

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

4.2 INCORPORATION BY REFERENCE AND PRECEDENCE

- A. The Contract shall be derived from the IFB and its Addenda (if applicable), and the Bidder's Bid. In the event of a dispute under the Contract, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence:
 - 1. The IFB and its Addenda (if applicable); and
 - 2. The Bidder's Bid.
- B. In the event the County requires that an Ensuing Agreement be executed following award and a dispute arises between the terms and conditions of the Ensuing Agreement, the IFB and its Addenda (if applicable), and the Bidder's Bid, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence:
 - 1. Terms and conditions of the Ensuing Agreement;
 - 2. The IFB its Addenda; and
 - 3. The Bidder's Bid.

4.3 OWNERSHIP OF BID

Each Bid shall become the property of the County upon submittal and will not be returned to Bidders unless received after the submittal deadline.

4.4 DISQUALIFICATION OF BIDDER

Upon signing and submittal of the Bid, a Bidder offering to sell supplies, materials, services, or equipment to the County, certifies that the Bidder has not violated the antitrust laws of the State of Texas codified in Business & Commerce Code, Section 15.01, or the Federal Antitrust Laws, and has not communicated directly or indirectly the offer made to any competitor or any other person engaged in such line of business. Any or all Bids may be rejected if the County believes that collusion exists among the Bidders.

4.5 FUNDING

The County intends to budget and make sufficient funds available and authorize funds for expenditure to finance the costs of the Contract. All Bidders understand and agree that the County's payment of amounts under the Contract shall be contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to make payments under this Contract.

4.6 ASSIGNMENT, SUCCESSORS AND ASSIGNS

The Successful Bidder may not assign, sell, or otherwise transfer the Contract or any other rights or interests obtained under the Contract without written permission of the Commissioners Court. The Contract and any Ensuing Agreement(s) shall be binding upon and inure to the benefit of the contracting parties hereto and their respective successors and permitted assigns.

4.7 IMPLIED REQUIREMENTS

Products or services not specifically described or required in the IFB, but are necessary to provide the functional capabilities described by the Bidder, shall be implied and deemed to be included in the Bid.

4.8 TERMINATION

- A. Termination for Cause:** The County reserves the right to terminate the Contract and/or any Ensuing Agreement(s) for default if the Successful Bidder breaches any of the Bid specifications, terms and conditions, including warranties of the Bidder, if any, or if the Successful Bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies the County may have at law or in equity or as may otherwise provided hereunder. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all other requirements to the County's satisfaction, and/or to meet all other obligations and requirements.
- B. Termination for Convenience:** The County may terminate the Contract and/or any Ensuing Agreement(s) for convenience and without cause or further liability, upon no less than thirty (30) calendar days written notice to the Successful Bidder. The County reserves the right to extend this period if it is in the best interest of the County. In the event the County exercises its right to terminate without cause, it is understood and agreed that only the amounts due to the Successful Bidder for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for the County termination for convenience.

4.9 NON-PERFORMANCE

It is the objective of the County to obtain complete and satisfactory performance of the requirements set forth herein. In addition to any other remedies available at law, in equity or that may be set out herein, failure to perform may result in a deduction of payment equal to the amount of the goods and/or services that were not provided and/or performed to the County's satisfaction.

In the event of such non-performance, the County shall have the right, but shall not be obligated, to complete the services itself or by others and/or purchase the goods from other sources. If the County elects to acquire the goods or perform the services itself or by others, pursuant to the foregoing, the Successful Bidder shall reimburse the County, within ten (10) calendar days of demand, for all costs incurred by the County (including, without limitation, applicable, general, and administrative expenses, and field overhead, and the cost of necessary equipment, materials, and field labor) in correcting the nonperformance which the Successful Bidder fails to meet pursuant to the requirements set out herein. In the event the Successful Bidder refuses to reimburse the County as set out in this provision, the County shall have the right to deduct such reimbursement amounts from any amounts that may be then owing or that may become owing in the future to the Successful Bidder.

4.10 PROPRIETARY INFORMATION AND THE TEXAS PUBLIC INFORMATION ACT

All material submitted to the County shall become public property and subject to the Texas Public Information Act upon receipt. If a Bidder does not desire proprietary information in the Bid to be

disclosed, each page must be clearly identified and marked proprietary at time of submittal or, more preferably, all proprietary information may be placed in a folder or appendix and be clearly identified and marked as being proprietary. Failure to clearly identify and mark information as being proprietary as set forth under this provision will result in all unmarked information being deemed non-proprietary and available to the public. For all information that has not been clearly identified and marked as proprietary by the Bidder, the County may choose to place such information on the County's website and/or a similar public database without obtaining any type of prior consent from the Bidder.

The County will, to the extent allowed by law, endeavor to protect from public disclosure the information that has been identified and marked as proprietary. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General.

To the extent, if any, that any provision in this IFB or in the Bidder's Bid is in conflict with Texas Government Code, Chapter 552, as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood, and agreed, that the County, and its officers and employees, may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to the County as to whether or not the same are available to the public. It is further understood that the County, and its officers and employees, shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that the County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to the County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

4.11 RIGHT TO AUDIT

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

4.12 TESTING AND INSPECTIONS

The County reserves the right to inspect and test equipment, supplies, materials and goods for quality and compliance with this IFB, and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the County can deem the Bidder to be in breach and terminate the Contract and/or any Ensuing Agreement(s).

4.13 BID PREPARATION COSTS

The cost of developing Bids is the sole responsibility of the Bidders and shall not be charged to the County. There is no expressed or implied obligation for the County to reimburse the Bidders for any expense incurred in preparing a Bid in response to this IFB and the County will not reimburse the Bidders for such expenses.

4.14 INDEMNIFICATION

The Successful Bidder shall indemnify, defend and save harmless, the County, its officials, employees, agents and agent's employees from, and against, all claims, liability, and expenses including reasonable attorneys' fees, arising from activities of the Bidder, its agents, servants or employees, performed

hereunder that result from the negligent act, error, or omission of the Bidder or any of the Bidder agents, servants or employees, as well as all claims of loss or damage to the Bidder's and the County property, equipment, and/or supplies.

Furthermore, the County, its officials, employees, agents and agents' employees shall not be liable for damages to the Successful Bidder arising from any act of any third party, including, but not limited to, theft. The Successful Bidder further agrees to indemnify, defend and save harmless, the County from its officials, employee, agents and agents' employees against all claims of whatever nature arising from any accident, injury, or damage whatsoever, caused to any person, or the property of any person, occurring in relation to the Successful Bidder's performance of any services requested hereunder during the term of the Contract and/or any Ensuing Agreement(s).

The Successful Bidder shall timely report all claims, demands, suits, actions, proceedings, liens or judgements to the County and shall, upon the receipt of any claim, demand, suit, action, proceeding, lien or judgement, not later than the fifteenth (15th) day of each month; provide the County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of the County required by the Successful Bidder in the defense of each matter. The Successful Bidder's duty to defend, indemnify and hold the County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of the Contract and/or any Ensuing Agreement(s), unless otherwise agreed by the County in writing. The provisions of this section shall survive the termination of the Contract and shall remain in full force and effect with respect to all such matters no matter when they arise.

In the event of any dispute between the parties, as to whether a claim, demand, suit, action, proceeding, lien or judgement, that appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of the County, the Bidder shall nevertheless fully defend such claim, demand, suit or action, proceeding, lien or judgement, until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of the Bidder are not an issue in the matter.

The Successful Bidder's indemnification shall cover, and the Successful Bidder agrees to, indemnify the County, in the event the County is found to have been negligent for having selected the Successful Bidder to perform the work described in this request. The provision by the Successful Bidder of insurance shall not limit the liability of the Successful Bidder under the Contract and/or any Ensuing Agreement(s).

4.15 WAIVER OF SUBROGATION

The Successful Bidder and the Successful Bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against the County as an indirect party to any suit arising out of personal or property damages resulting from the Bidder's performance under this Contract and any Ensuing Agreement(s).

4.16 RELATIONSHIP OF THE PARTIES

The Successful Bidder shall be an independent contractor and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions herein which may appear to give the County the right to direct the Successful Bidder as to details of doing work herein covered, or to exercise a measure of control over the work, shall be deemed to mean that the Successful Bidder shall follow the desires of the County in the results of the work only. The County shall not retain or have the right to control the Successful Bidder's means, methods or details pertaining to the Successful Bidder's performance of the work. The County and the Successful Bidder hereby agree and declare that the Successful Bidder is an independent contractor and as such meets the qualifications of an "Independent Contractor" under Texas Workers Compensation Act, Texas Labor Code, Section 406.141, that the Successful Bidder is not an employee of the County, and that the Successful Bidder and its employees, agents and subcontractors shall not be entitled to workers compensation coverage or any other type of insurance coverage held by the County.

4.17 SOLE PROVIDER

The Successful Bidder agrees and acknowledges that it shall not be considered a sole provider of the goods and/or services described herein and that the County may contract with other providers of such goods and/or services if the County deems, at its sole discretion, that multiple providers of the same goods and/or services will serve the best interest of the County.

4.18 FORCE MAJEURE

If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

4.19 SEVERABILITY

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

4.20 EQUAL OPPORTUNITY

Neither party shall discriminate against any employee or applicant for employment because of race, color, sex, religion or national origin.

4.21 NOTICE

Any notice to be given shall be in writing and may be distributed by personal delivery, or by registered or certified mail, return receipt requested, addressed to the proper party, at the following address:

The County: Williamson County Purchasing Department
Attn: Purchasing Agent
901 South Austin Avenue
Georgetown, Texas 78626

The Bidder: Address set out in Bidder's Transmittal Letter.

Notices given in accordance with this provision shall be effective upon (1) receipt by the party to which notice is given, or (2) on the third (3rd) calendar day following mailing, whichever occurs first.

4.22 SALES AND USE TAX EXEMPTION

The County is a body, corporate and politic, under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code, Section 151.309, as amended, and the services and/or goods subject hereof are being secured for use by the County.

4.23 COMPLIANCE WITH LAWS

The County and the Successful Bidder shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of the Contract and any Ensuing Agreement(s), including, without limitation, Workers' Compensation laws, salary and wage statutes and regulations, licensing laws and regulations. When required, the Successful Bidder shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

4.24 INCORPORATION OF EXHIBITS, APPENDICES AND ATTACHMENTS

All of the Exhibits, Appendices and Attachments referred to herein are incorporated by reference as if set forth verbatim herein. Any conflicting terms in the Contract documents will be resolved at the sole discretion of the Commissioners Court.

4.25 NO WAIVER OF IMMUNITIES

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

4.26 NO WAIVER

The failure or delay of any party to enforce at any time or any period of time any of the provisions of this IFB, the Contract or any Ensuing Agreement(s) shall not constitute a present or future waiver of such provisions nor the right of either party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of or excuse for any other, different or subsequent breach.

4.27 CURRENT REVENUES

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

4.28 FOB DESTINATION

To the extent applicable to this IFB, all of the items listed are to be Free On Board to final destination (FOB Destination) with all transportation charges if applicable to be included in the Bid, unless otherwise specified in the Invitation for Bids. The title and risk of loss of the goods shall not pass to the County until receipt and acceptance takes place at the FOB Destination point.

4.29 BINDING EFFECT

This Contract and any Ensuing Agreement(s) shall be binding upon and inure to the benefit of the parties

and their respective permitted assigns and successors.

4.30 ASSIGNMENT

The Successful Bidder's interest and duties hereunder may not be assigned or delegated to a third party without the express written consent of the County.

4.31 SAFETY

The Successful Bidder is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with any services to be provided hereunder. The safety program shall comply with all applicable requirements of the current federal Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations.

4.32 GENERAL OBLIGATIONS AND RELIANCE

The Successful Bidder shall perform all services and/or provide all goods, as well as those reasonably inferable and necessary for completion and provision of services and/or goods required hereunder. The Successful Bidder shall keep the County informed of the progress and quality of the services. The Successful Bidder agrees and acknowledges that the County is relying on the Successful Bidder's represented expertise and ability to provide the goods and/or services described herein. The Successful Bidder agrees to use its best efforts, skill, judgment, and abilities to perform its obligations in accordance with the highest standards used in the profession and to further the interests of the County accordance with the County's requirements and procedures. The Successful Bidder's duties, set forth herein, shall at no time be in any way diminished by reason of any approval by the County, nor shall the Successful Bidder be released from any liability by reason of such approval by the County, it being understood that the County at all times is ultimately relying upon the Successful Bidder's skill and knowledge in performing the services and providing any goods required hereunder.

4.33 ESTIMATED QUANTITIES

To the extent applicable to this IFB, the estimated quantity of each item listed in this IFB is only estimate; the actual quantity to be purchased may be more or less. The County is not obligated purchase any minimum amount, and the County may purchase any reasonable amount greater than the estimate for the same unit price. Any limit on quantities available must be stated expressly in the Bid.

4.34 CONTRACTUAL DEVELOPMENT

The contents of the IFB and the Successful Bidder's Bid will become an integral part of the Contract, but may be modified, at the County's sole discretion, by provisions of an Ensuing Agreement. Therefore, the Bidder must agree to an inclusion of an Ensuing Agreement of the Bid specifications, terms and conditions of this IFB. If an Ensuing Agreement is required under this IFB, information relative to the Agreement will be located in the Special Provisions Section of this IFB.

4.35 SURVIVABILITY

All applicable agreements that were entered into between the Successful Bidder and the County, under the terms and conditions of the Contract and/or any Ensuing Agreement(s), shall survive the expiration or termination thereof for ninety (90) days unless a new contract has been awarded.

The County may exercise, by written notice to the Successful Bidder no later than ten (10) calendar days of the Contract expiration, this clause for emergencies only.

4.36 AIR QUALITY

In determining the overall best Bid, the County may, to the extent applicable, exercise the option granted to local governments under the Texas Local Government Code, Section 271.907.

This option allows the County to evaluate Bids and give preference to goods and/or services of a Bidder that demonstrates that the Bidder meets or exceeds any and all state or federal environmental standards, including voluntary standards, relating to air quality. If the Bid being submitted will have an effect on air quality for the County (as it relates to any state, federal, or voluntary air quality standard), then the Bidder is encouraged to provide information in narrative indicating the anticipated air quality impact. All Bidders are expected to meet all mandated state and federal air quality standards.

4.37 ENTIRE AGREEMENT

The Contract and any Ensuing Agreement(s) shall supersede all prior Agreements, written or oral between the Successful Bidder and the County and shall constitute the entire Agreement and understanding between the parties with respect to the services and/or goods to be provided. Each of the provisions herein shall be binding upon the parties and may not be waived, modified, amended or altered, except by writing signed by the Successful Bidder and the County.

4.38 PAYMENT

The County's payment for goods and services shall be governed by the Texas Government Code, Chapter 2251. An invoice shall be deemed overdue the thirty-first (31st) day after the later of the following:

- A. The date the County receives the goods under the Contract;
- B. The date the performance of the service under the Contract is completed; or
- C. The date the Williamson County Auditor receives an invoice for the goods or services.

Interest charges for any overdue payments shall be paid by the County in accordance with Texas Government Code, Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of the County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one (1) percent, and the prime rate published in the Wall Street Journal on the first (1st) day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

In the event that an error appears in an invoice submitted by the Successful Bidder, the County shall notify the Successful Bidder of the error not later than the twenty-first (21st) day after the date the County receives the invoice. If the error is resolved in favor of the Successful Bidder, the Successful Bidder shall be entitled to receive interest on the unpaid balance of the invoice submitted by the Successful Bidder beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of the County, the Successful Bidder shall submit a corrected invoice that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by the Texas Government Code, Chapter 2251, if the corrected invoice is not paid by the appropriate date.

As a minimum, invoices shall include:

- A. Name, address, and telephone number of the Successful Bidder and similar information in the event the payment is to be made to a different address.
- B. The County Contract, Purchase Order.
- C. Identification of items or service as outlined in the Contract.
- D. Quantity or quantities, applicable unit prices, total prices and total amount.

E. Any additional payment information which may be called for by the Contract.

Payment inquiries should be directed to the following address:

Williamson County Auditor's Office, Accounts Payable Department
Email: accountspayable@wilco.org
Phone: 512-943-1500

4.39 CONTRACTUAL FORMATION AND ENSUING AGREEMENT

The IFB and the Bidder's Bid, when properly accepted by the Commissioners Court, shall constitute a Contract equally binding between the Successful Bidder and the County.

If an Ensuing Agreement is required by this IFB, that information will be provided in Special Provisions section of this IFB. The Successful Bidder shall be required to execute the Agreement at the Williamson County Purchasing Department approximately ten (10) calendar days after the Successful Bidder is notified of award. The Ensuing Agreement shall be in the same form as the Agreement which is attached to the end of this IFB. The only anticipated changes in the Ensuing Agreement will be to include additional exhibits, to fill in blanks to identify the Successful Bidder, and terms relating to the compensation, or to revise the Agreement to accommodate corrections, changes in the scope of services, or changes pursuant to Addenda issued. **Bidders should raise any questions regarding the terms of the Agreement in the form of written questions or submittals as described in the Public Announcement and General Information portion of this IFB.** Because the signed Ensuing Agreement will be substantively and substantially derived from the attached Agreement, each Bidder is urged to seek independent legal counsel as to any questions about the terms, conditions or provisions contained in the Agreement *before* submitting a Bid. Again, the attached Agreement, if applicable, contains important legal provisions and is considered part and parcel of this IFB. Failure or refusal to sign aforesaid Agreement shall be grounds for the County to revoke any award which has been issued, forfeit Bid security, if applicable, and select another Bidder.

4.40 COOPERATIVE PURCHASING PROGRAM

During the term of the Contract resulting from this IFB, the County would like to afford the same prices, terms and conditions to other political subdivisions or public entities. Another entity's participation in the Contract resulting from this IFB is subject to a properly authorized Purchasing Cooperative Inter-local Agreement with the County. Any liability created by purchase orders issued against the Contract shall be the sole responsibility of the governmental agency placing the order.

4.41 INSURANCE REQUIREMENTS

To the extent applicable Insurance information will appear in the Additional Stipulations section that is in this IFB Package.

4.42 BIDDERS BOND, WARRANTY BOND, PERFORMANCE AND PAYMENT BONDS

To the extent applicable Bond information will appear in the Additional Stipulations section that is in this IFB Package.

4.43 LEGAL LIABILITY INFORMATION

The Successful Bidder shall disclose all legal liability information by listing any pending litigation anticipated litigation that your firm is involved in including, but not limited to, potential or actual legal matters with private parties and any local, state, federal or international governmental entities. The County reserves the right to consider legal liability information in the recommendation of any proposed contract to the Commissioners Court.

4.44 INCLEMENT WEATHER

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a Bid submission deadline, the Bid closing will automatically be postponed until the next business day the County is open. If inclement weather conditions or any other unforeseen event causes delays in carrier service operations, the County may issue an Addendum to all known Bidders interested in the project to extend the deadline. It will be the responsibility of the Bidder to notify the County of their interest in the project if these conditions are impacting their ability to turn in a submission within the stated deadline. The County reserves the right to make the final judgement call to extend any deadline.

4.45 PREVAILING WAGE RATES

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

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

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

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

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

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

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

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

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

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

4.46 CONFIDENTIALITY

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



Additional Stipulations

1 Additional Stipulations

1.1 Introduction

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

1.2 Contract Administrator

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

1.3 Time for Performance

A time frame of twenty (20) days (fifteen (15) to substantial completion / twenty (20) 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.

Additional Stipulations - Bid

1.4 Performance and Payment Bonds

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

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

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

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

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

1.5 Bidder's Bonds

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

1.6 Warranty Bonds

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

Additional Stipulations - Bid

1.7 Insurance Requirements

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

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

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

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

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

The following coverage limits shall be required at a minimum:

- | | | | |
|----|--|------------------------|----------------|
| A. | Worker's Compensation | Statutory – Texas Law | |
| B. | Employer's Liability: | | |
| | Bodily Injury by Accident | \$500,000 Ea. Accident | |
| | Bodily Injury by Disease | \$500,000 Ea. Employee | |
| | Bodily Injury by Disease | \$500,000 Policy Limit | |
| C. | Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts: | | |
| | COVERAGE | PER PERSON | PER OCCURRENCE |
| | Comprehensive General Liability | \$1,000,000 | \$1,000,000 |
| | Aggregate policy limits: | \$1,000,000 | |

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

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

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

Additional Stipulations - Bid

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

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

Workers' Compensation Coverage Requirements

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

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

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

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

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

Additional Stipulations - Bid

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

Additional Stipulations - Bid

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

Additional Stipulations - Bid

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

GENERAL NOTES AND TECHNICAL SPECIFICATIONS

Definition of Terms

Fog Seal Season: October 1 through June 30.

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

Contractor: Successful bidder of the IFB.

Engineer: Williamson County Engineer, or designee.

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

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

TxDOT: Texas Department of Transportation

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

Gary Wilson
512-943-1636

General Notes

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

The Contractor will be given written Notice to Proceed on this project. This fog seal project shall begin within five (5) working days after such notification and shall continue for twenty (20) working days.

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

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

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

All accepted crack sealing will be measured by the linear foot and cold-laid level-up by the square yard.

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

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

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

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

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

Contractor shall remove dirt, dust, or other harmful material; blow dry dampened area; mask off manhole covers and water valves before sealing. This shall be considered subsidiary to item of polymer-modified emulsified asphalt surface treatment.

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

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

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

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

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

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

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

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

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

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

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

ITEM 334 - HOT-MIX COLD-LAID ASPHALT CONCRETE PAVEMENT (LEVEL-UP)

Before level-up operations, Williamson County will have inspector or designee identify areas for level-up application. Level-up assumed to be 2" thick and shall be placed before the polymer-modified emulsified asphalt surface treatment application and given sufficient time to cure.

Level-up operations may also include minor pot hole repair, which will be considered subsidiary to the pertinent items.

ITEM 502 - BARRICADES, SIGNS, AND TRAFFIC HANDLING

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

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

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

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

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

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

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

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

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

ITEM 666 – REFLECTORIZED PAVEMENT MARKINGS

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

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

ITEM 712 – JT / CRACK SEAL (HOT – POURED RUBBER)

Before crack sealing operations, Williamson County will have inspector or designee identify areas for crack seal application. Cracks assumed to be no more than 3" in depth. Crack seal shall be placed before the polymer-modified emulsified asphalt surface treatment application and given sufficient time to cure.

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.

() REFERENCE ITEMS USED ON THIS CONTRACT

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 334 HOT-MIX COLD-LAID ASPHALT CONCETE PAVEMENT (300) (320)
ITEM 500 MOBILIZATION
ITEM 502 BARRICADES, SIGNS, AND TRAFFIC HANDLING
ITEM 666 REFLECTORIZED PAVEMENT MARKINGS
ITEM 712 JT / CRACK SEAL (HOT – POURED RUBBER) (700)

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

SPECIAL SPECIFICATION ITEM XXXX POLYMER-MODIFIED EMULSIFIED ASPHALT SURFACE TREATMENT

SPECIAL SPECIFICATION ITEM XXXX
POLYMER-MODIFIED EMULSIFIED ASPHALT SURFACE TREATMENT

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

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

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

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

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

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

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

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

E. Technical Data. ASTM Test Methods:

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

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

F. Other Test Specifications.

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

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

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

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

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

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

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

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

XXXX.4 Construction.

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

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

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

2

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

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

E. Application.

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

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

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

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

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

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

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

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


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

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

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SUMMARY OF ESTIMATE QUANTITY				
ITEM	NO	DESCRIPTION	UNITS	QUANTITY
334	XXXX	HMCL ACP TY-D (LEVEL-UP)	SY	30
500	6001	MOBILIZATION	LS	1
666	6302	RE PM W/RET REQ TY I (W)4"(SLD)(090MIL)	LF	4538
666	6170	REFL PAV MRK TY II (W) 4" (SLD)	LF	4538
666	6223	RE PM TY II(ACC PRK)(WHT)(SYMBOL ONLY)	EA	4
668	6114	PRE PM TY C(ACC PRK)(BL&WH)(W/BORDR)SM	EA	10
666	6210	REFL PAV MRK TY II (Y) 6" (SLD)	LF	17
666	XXXX	REFL PAV MRK TY II (R) (SLD) 6"	LF	4247
666	XXXX	REFL PAV MRK TY II (RESERVED)(BLACK&WH)	EA	16
712	6009	JT / CRCK SEAL (HOT - POURED RUBBER)	LF	800
XXXX	XXXX	POLYMER-MODIFIED EMULSIFIED ASPHALT SURFACE TREATMENT	GAL	6674



NO.	REVISION	BY	DATE
		WILLIAMSON COUNTY DEPT. OF INFRASTRUCTURE	
SUMMARY OF ESTIMATE QUANTITY			
Designed:	MSW	3151 S.E. INNER LOOP, SUITE B GEORGETOWN, TEXAS 78626 512-943-3330 www.wilco.org	
Checked:	KQK		
Drawn:	MSW		
Checked:	KQK		
		SHEET NO. 2 OF 12	



LEGEND

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

NOTES:

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



ROW NUMBER	TYPICAL PARKING SPACE WIDTH (FT)	TYPICAL PARKING SPACE LENGTH (FT)	NUMBER OF TYPICAL SPACES	NUMBER OF HATCHED SPACES	NUMBER OF ACCESSIBLE PARKING SPACES	RESERVED PARKING SPACES (SEE DETAIL)
1	9.5	18	-	-	-	13
2	9.5	18	4	-	-	-
3	9	18	4	2	4	-
4	9.5	18	4	-	-	-
5	9	17	3	-	-	-
6	9	17	27	-	-	-
7	9.5	17	9	-	-	1
8	9.5	17	21	-	-	-
9A	9	18	4	-	-	-
TOTAL			76	2	4	14

NO.

REVISION

BY

DATE

W

WILLIAMSON COUNTY

DEPT. OF

INFRASTRUCTURE

1848

WILCO ANNEX

FOG SEAL AND STRIPING

Designed: MSW

Checked: KQK

Drawn: MSW

Checked: KQK

3151 S.E. INNER LOOP, SUITE B

GEORGETOWN, TEXAS 78626

512-943-3330

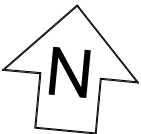
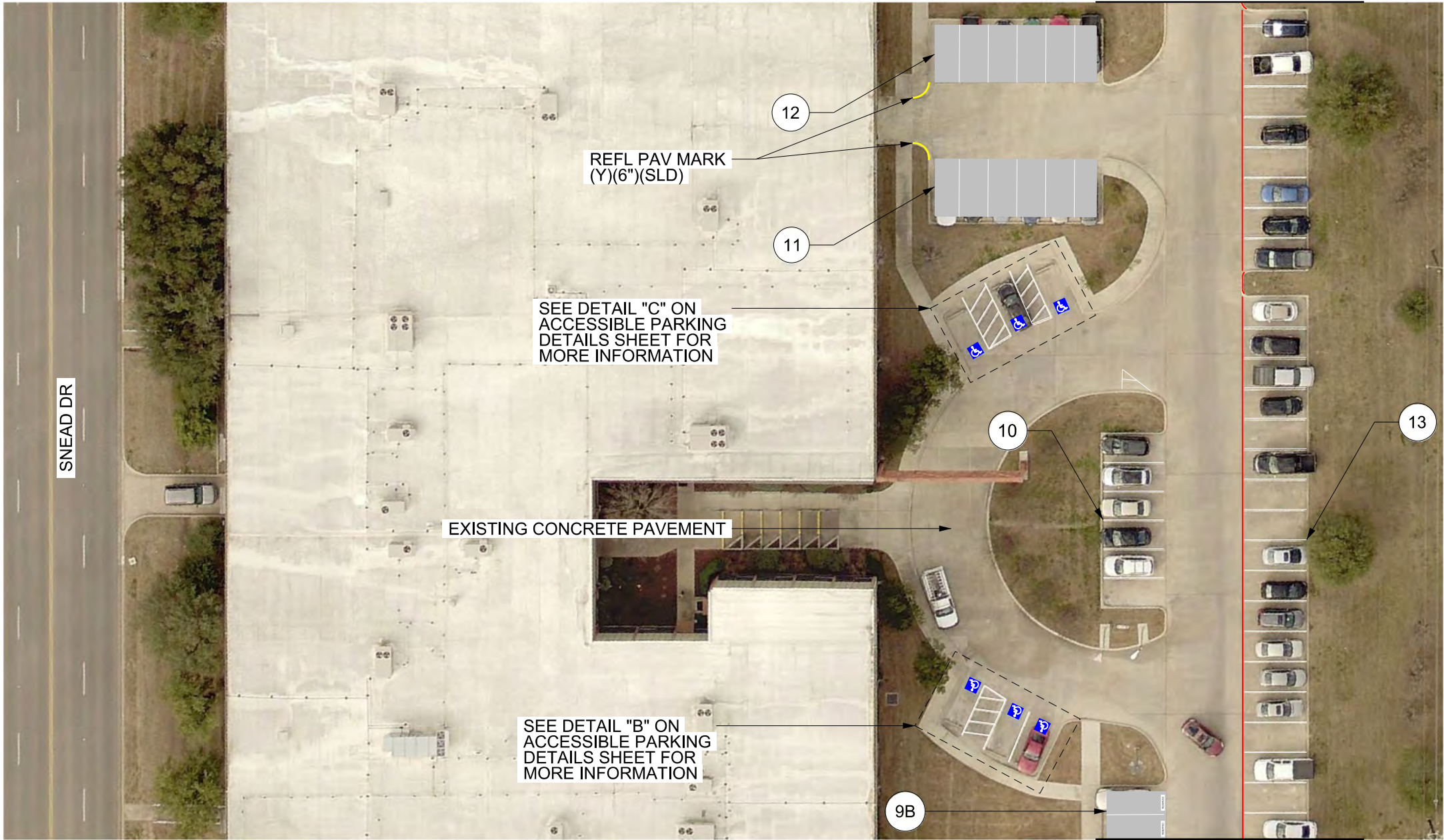
www.wilco.org

SHEET NO.

3

OF 12

p. 43



LEGEND

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

- NOTES:
- ALL DIMENSIONS ARE SHOWN TO THE CENTER OF THE DESIGNATED STRIPE.
 - ALL FINAL STRIPING SHALL BE THERMOPLASTIC, TYPE 1, EXCEPT FIRELANE STRIPING.
 - REFER TO ATTACHED STANDARD DRAWINGS FOR ADDITIONAL INFORMATION.
 - STRIPING ON CONCRETE SHALL MATCH AND COVER THE EXISTING STRIPING.

ROW NUMBER	TYPICAL PARKING SPACE WIDTH (FT)	TYPICAL PARKING SPACE LENGTH (FT)	NUMBER OF TYPICAL SPACES	NUMBER OF HATCHED SPACES	NUMBER OF ACCESSIBLE PARKING SPACES	RESERVED PARKING SPACES (SEE DETAIL)
9B	9	18	-	-	-	2
10	9	19	6	-	-	-
11	9	18	6	-	-	-
12	9	18	6	-	-	-
13	9.5	19.5	27	-	-	-
TOTAL			45	0	0	2

NO.

REVISION

BY

DATE

W

WILLIAMSON COUNTY

DEPT. OF

INFRASTRUCTURE

1848

WILCO ANNEX

FOG SEAL AND STRIPING

Designed: MSW

Checked: KQK

Drawn: MSW

Checked: KQK

3151 S.E. INNER LOOP, SUITE B

GEORGETOWN, TEXAS 78626

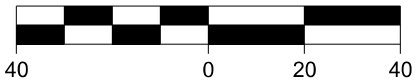
512-943-3330

www.wilco.org

SHEET NO.

4

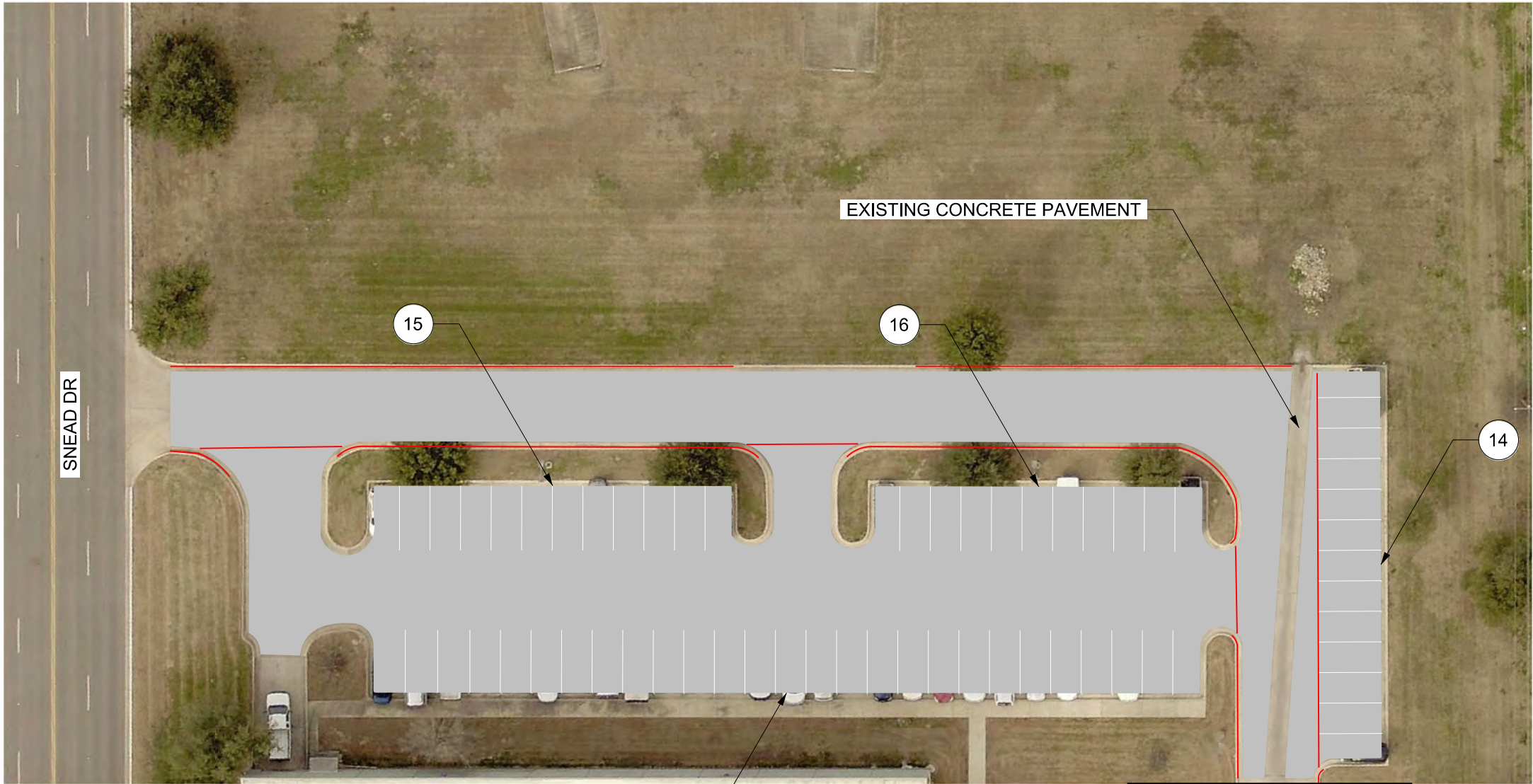
OF 12



LEGEND

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

- NOTES:
1. ALL DIMENSIONS ARE SHOWN TO THE CENTER OF THE DESIGNATED STRIPE.
 2. ALL FINAL STRIPING SHALL BE THERMOPLASTIC, TYPE 1, EXCEPT FIRELANE STRIPING.
 3. REFER TO ATTACHED STANDARD DRAWINGS FOR ADDITIONAL INFORMATION.
 4. STRIPING ON CONCRETE SHALL MATCH AND COVER THE EXISTING STRIPING.



ROW NUMBER	TYPICAL PARKING SPACE WIDTH (FT)	TYPICAL PARKING SPACE LENGTH (FT)	NUMBER OF TYPICAL SPACES	NUMBER OF HATCHED SPACES	NUMBER OF ACCESSIBLE PARKING SPACES
14	9	19	13	-	-
15	9	19	12	-	-
16	9	19	11	-	-
17	9	18.5	27	-	-
TOTAL			63	0	0

NO.

REVISION

BY

DATE

WILLIAMSON COUNTY

1848

WILLIAMSON COUNTY

DEPT. OF INFRASTRUCTURE

WILCO ANNEX

FOG SEAL AND STRIPING

Designed: MSW

Checked: KQK

Drawn: MSW

Checked: KQK

3151 S.E. INNER LOOP, SUITE B

GEORGETOWN, TEXAS 78626

512-943-3330

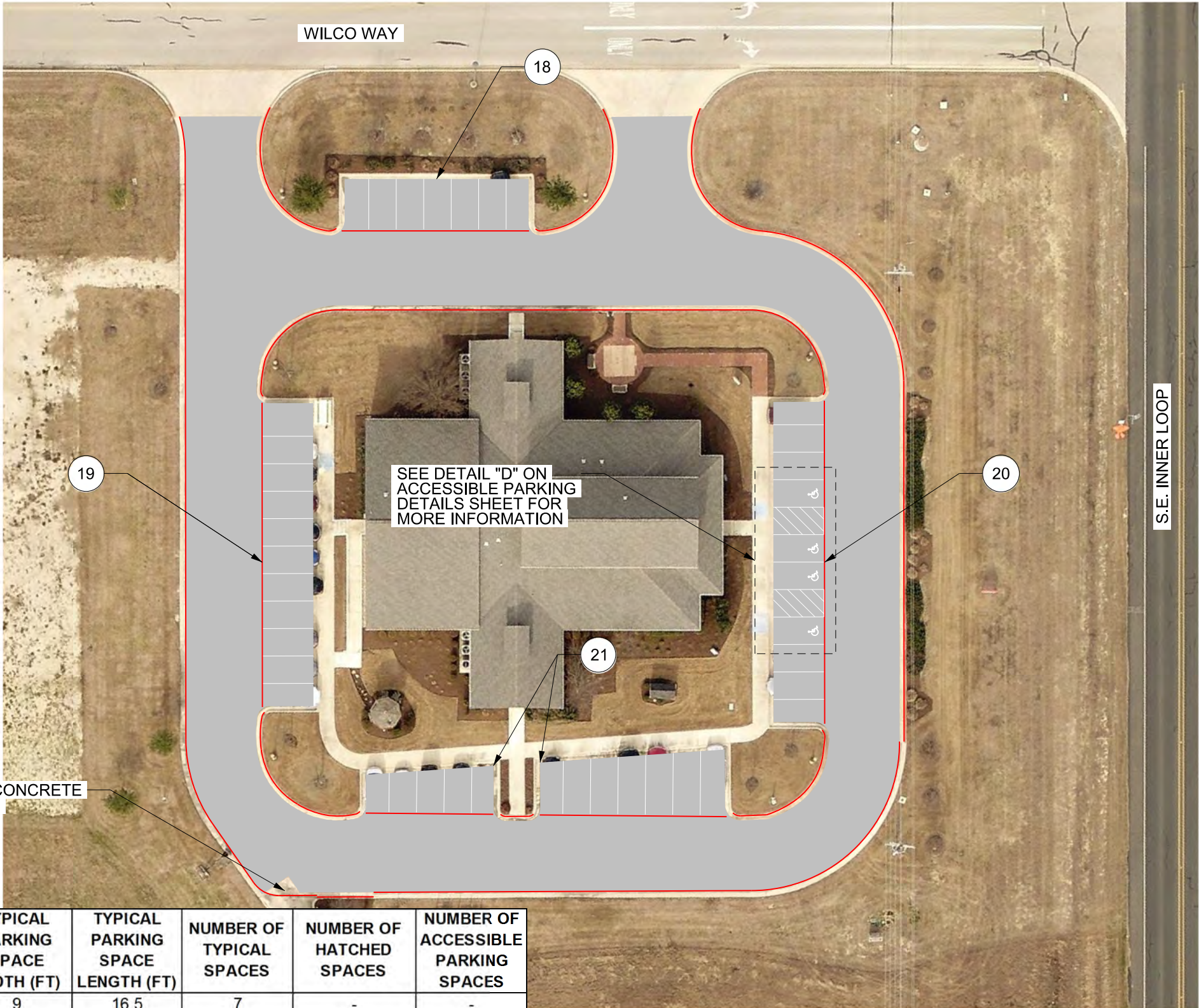
www.wilco.org

SHEET NO.

5

OF 12

p. 43



LEGEND

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

- NOTES:
1. ALL DIMENSIONS ARE SHOWN TO THE CENTER OF THE DESIGNATED STRIPE.
 2. ALL FINAL STRIPING SHALL BE THERMOPLASTIC, TYPE 1, EXCEPT FIRELANE STRIPING.
 3. REFER TO ATTACHED STANDARD DRAWINGS FOR ADDITIONAL INFORMATION.
 4. STRIPING ON CONCRETE SHALL MATCH AND COVER THE EXISTING STRIPING.

ROW NUMBER	TYPICAL PARKING SPACE WIDTH (FT)	TYPICAL PARKING SPACE LENGTH (FT)	NUMBER OF TYPICAL SPACES	NUMBER OF HATCHED SPACES	NUMBER OF ACCESSIBLE PARKING SPACES
18	9	16.5	7	-	-
19	9	16.5	11	-	-
20	9	16.5	6	2	4
21	9	VARIES	12	-	-
TOTAL			36	2	4

WILLIAMSON COUNTY

1848

WILLIAMSON COUNTY

DEPT. OF INFRASTRUCTURE

CHILDREN'S ADVOCACY CENTER
FOG SEAL AND STRIPING

Designed: MSW

Checked: KQK

Drawn: MSW

Checked: KQK

3151 S.E. INNER LOOP, SUITE B

GEORGETOWN, TEXAS 78626

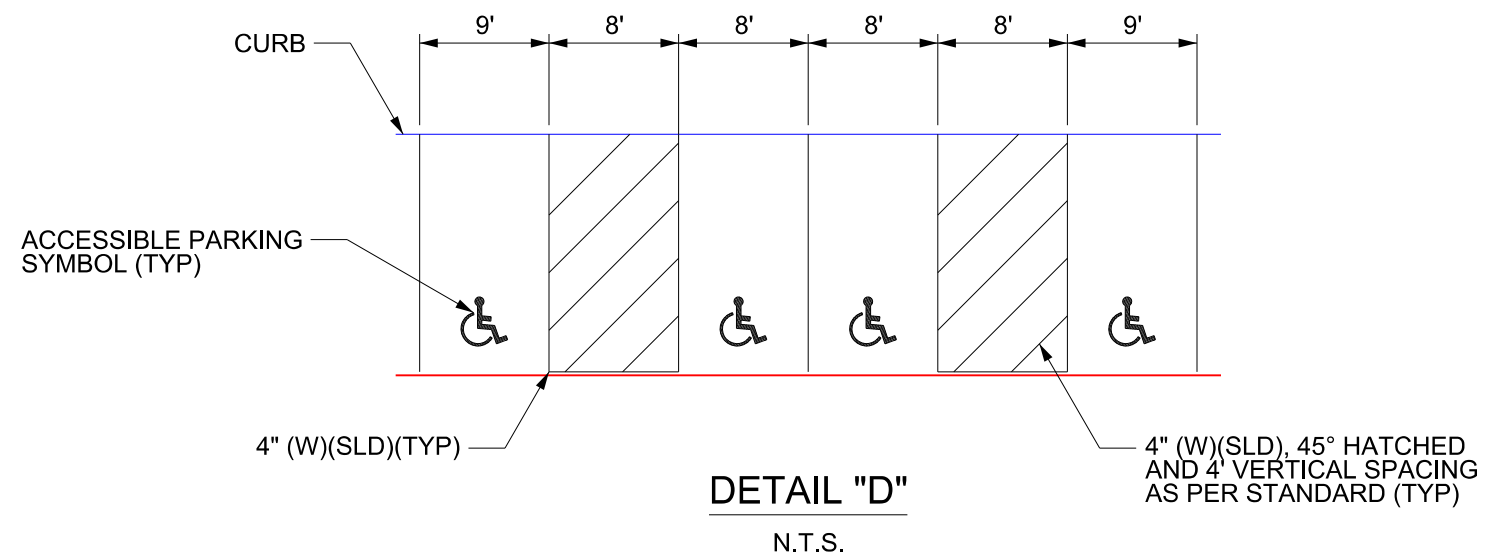
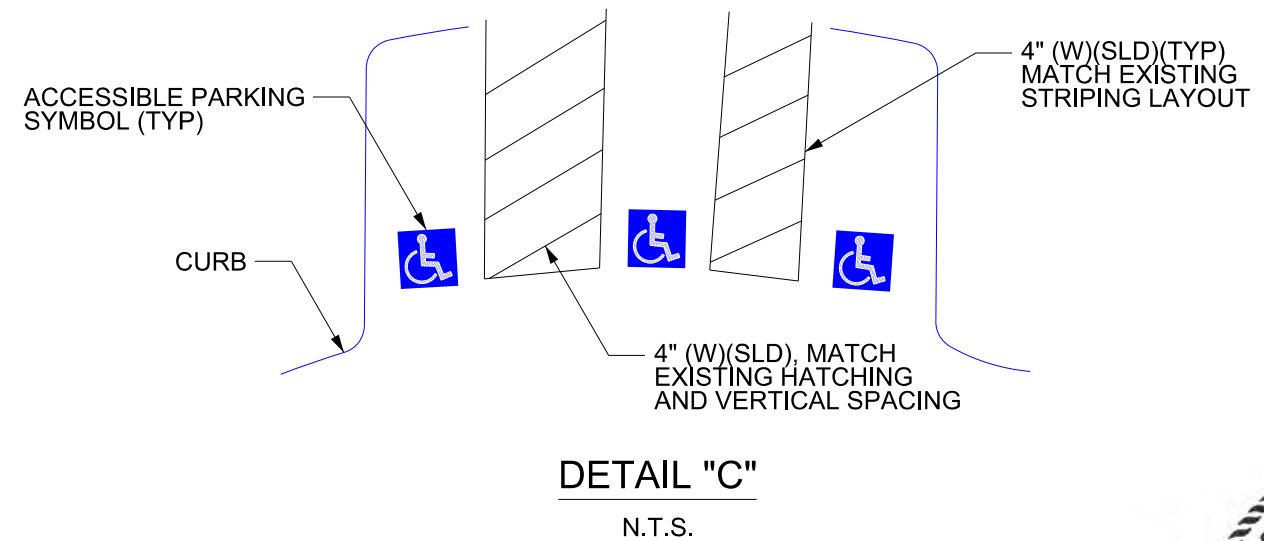
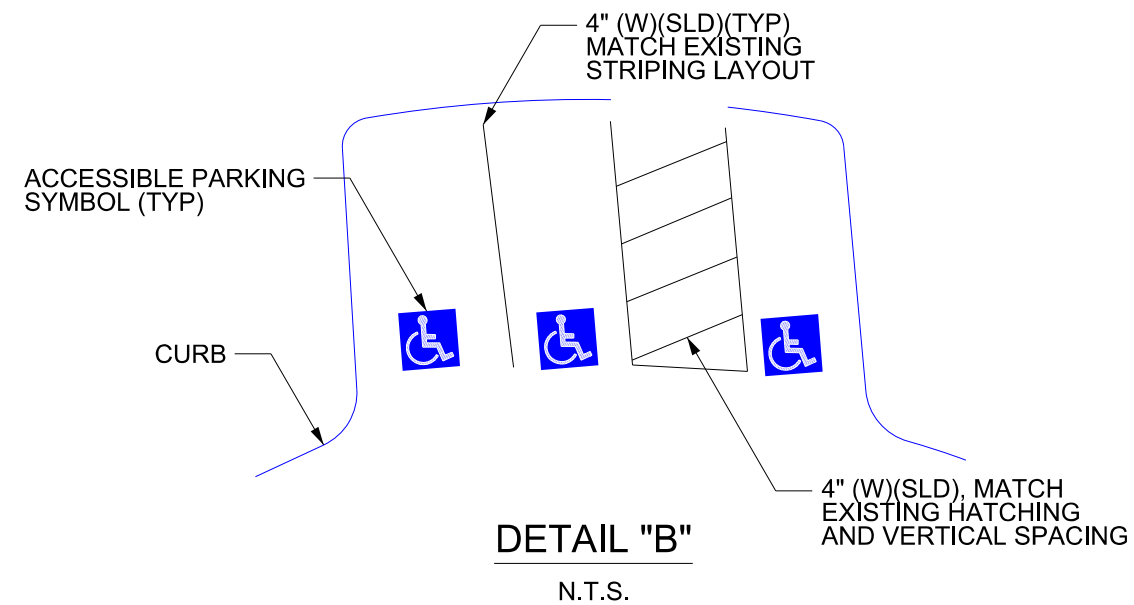
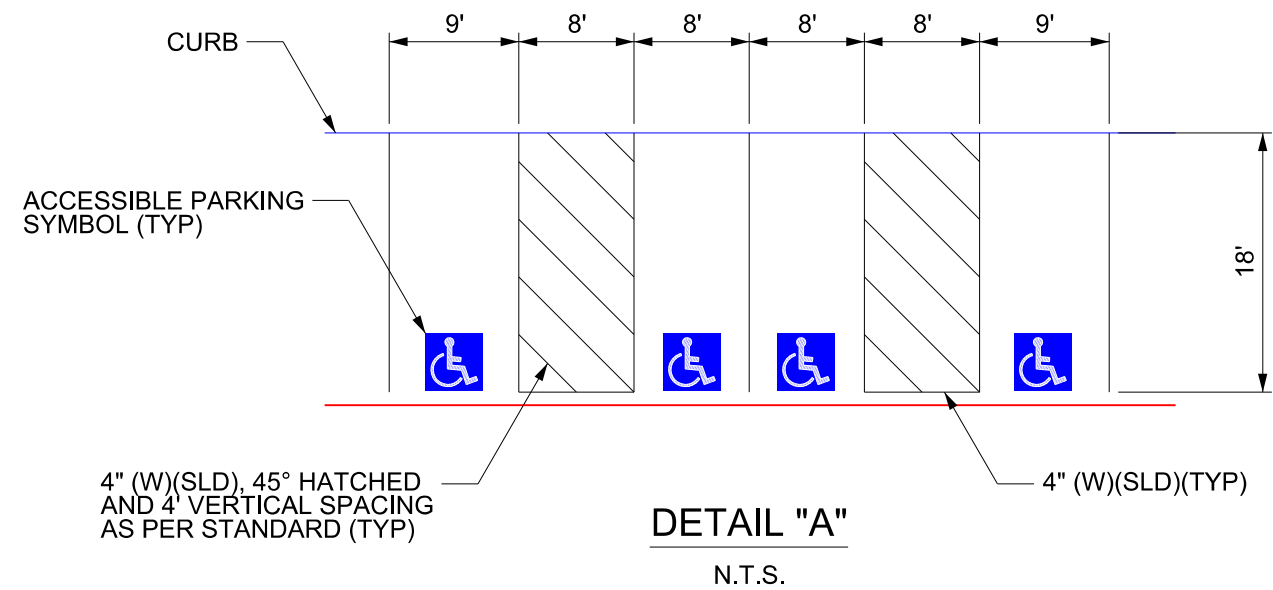
512-943-3330


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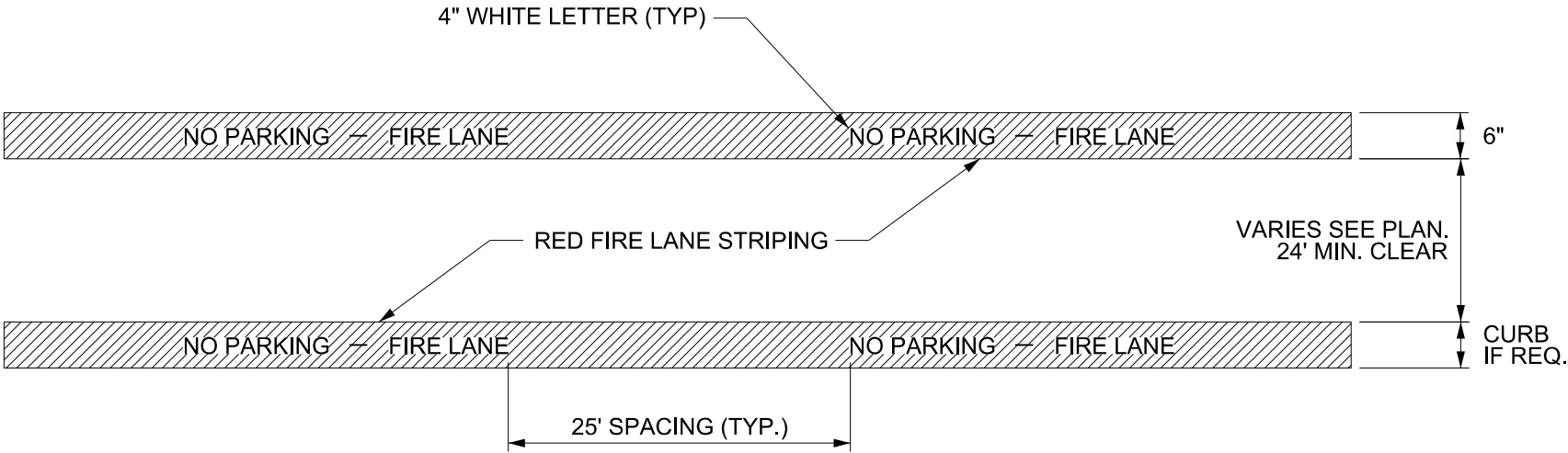
SHEET NO.

6

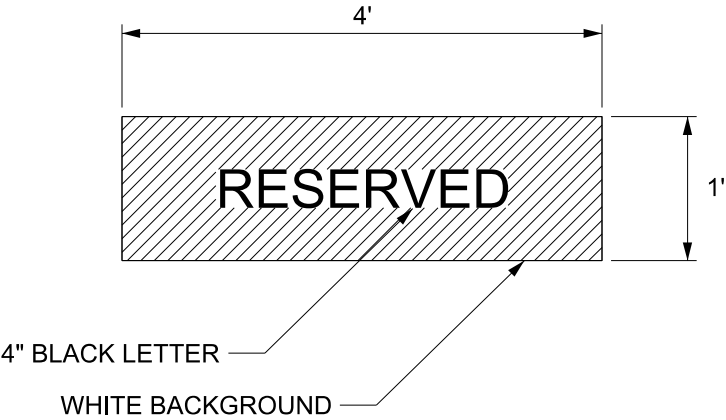
OF 12



NO.	REVISION	BY	DATE
		<p>WILLIAMSON COUNTY DEPT. OF INFRASTRUCTURE</p>	
<p>ACCESSIBLE PARKING DETAILS</p>			
Designed:	MSW	<p>3101 S.E. INNER LOOP, SUITE B GEORGETOWN, TEXAS 78626 512-943-3330 www.wilco.org</p>	
Checked:	KQK		
Drawn:	MSW		
Checked:	KQK		
		<p>SHEET NO. 7 OF 12</p>	



FIRE LANE



RESERVED

GENERAL NOTE:

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

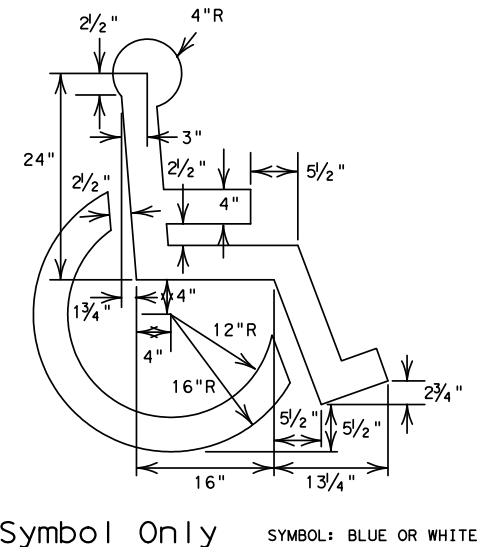
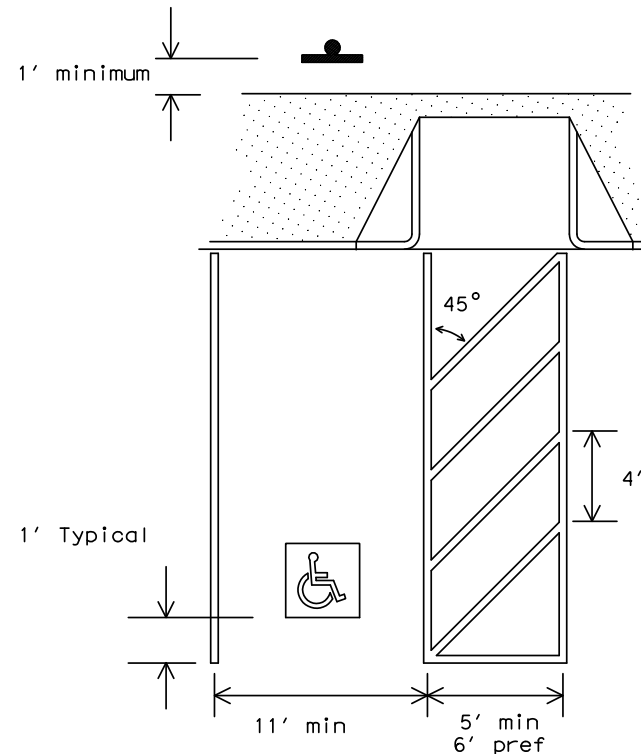
STRIPING DETAILS

NOT TO SCALE



NO.	REVISION	BY	DATE
<div><div><div><div><div><div></div><div>WILLIAMSON COUNTY</div></div></div><div><div><div></div><div>DEPT. OF INFRASTRUCTURE</div></div><div><div>1848</div></div></div></div><div><div>DESIGNED: MSW</div><div>CHECKED: KQK</div><div>DRAWN: MSW</div><div>CHECKED: KQK</div></div><div><div>3151 S.E. INNER LOOP, SUITE B</div><div>GEORGETOWN, TEXAS 78626</div><div>512-943-3330</div><div>www.wilco.org</div></div></div></div>			
FIRE LANE AND RESERVED STRIPING DETAILS			
SHEET NO. 8 OF 12		p. 48	

PAVEMENT MARKINGS



R7-8

RESERVED
PARKING

1/2 "R

1 1/2" R 12" 2" 2" C* 1 3/4" 2" C 1 3/4" 6" 4" 2 1/2"

18" 3/4" 3/8"

R7-8a

VAN
ACCESSIBLE

1 1/2" R 12" 6" 1 3/8" 1 1/4" D 3/4" 1 1/4" D 1 3/8" 3/4" 3/8"

R7-8
plaque

LEGEND AND BORDER: GREEN
BACKGROUND: WHITE

R7-8a

LEGEND AND BORDER: GREEN
WHITE SYMBOL ON
BLUE BACKGROUND
BACKGROUND: WHITE

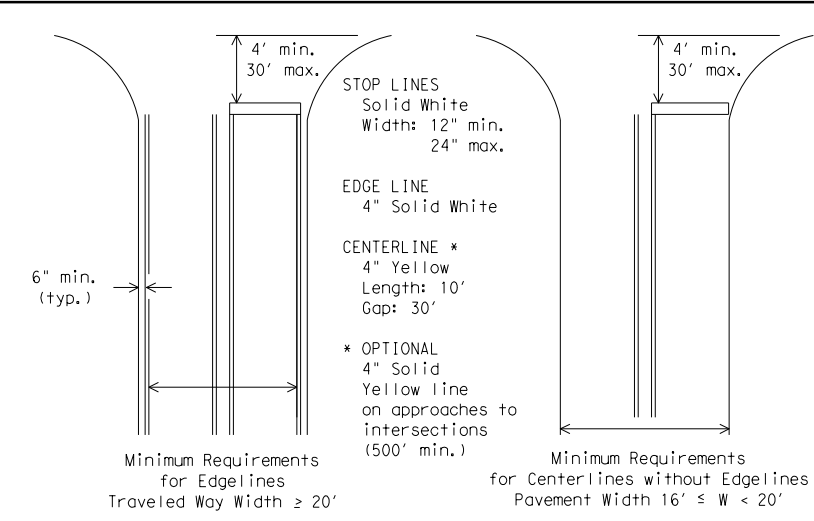
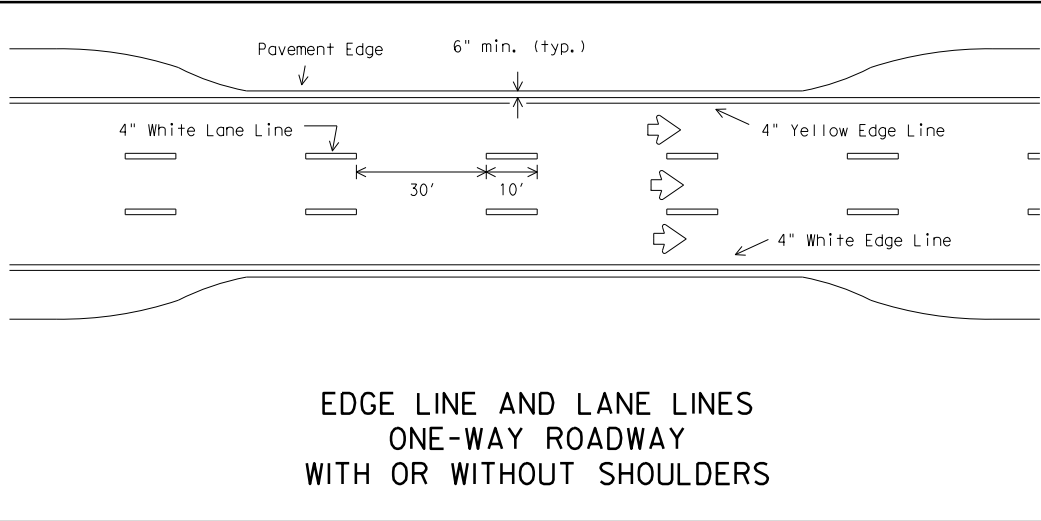
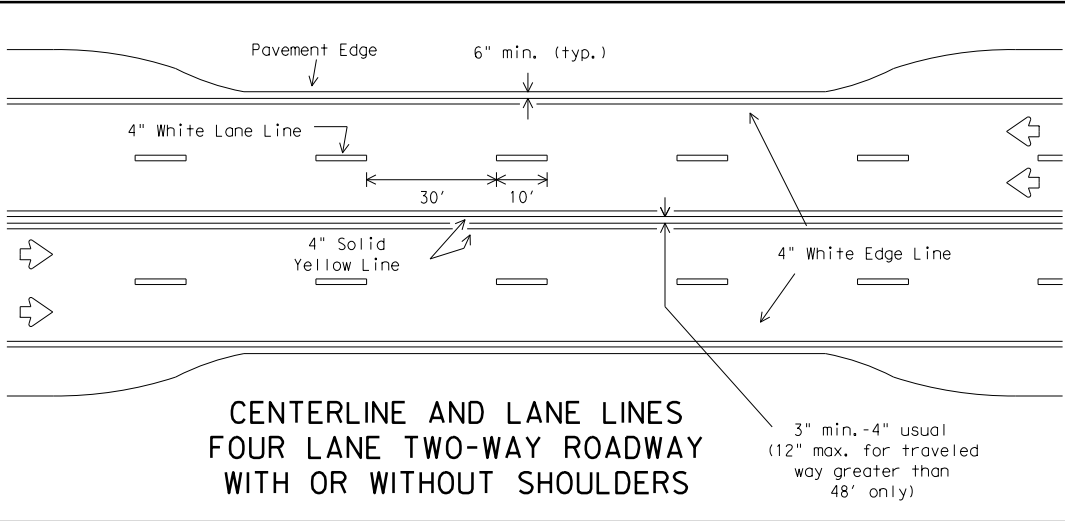
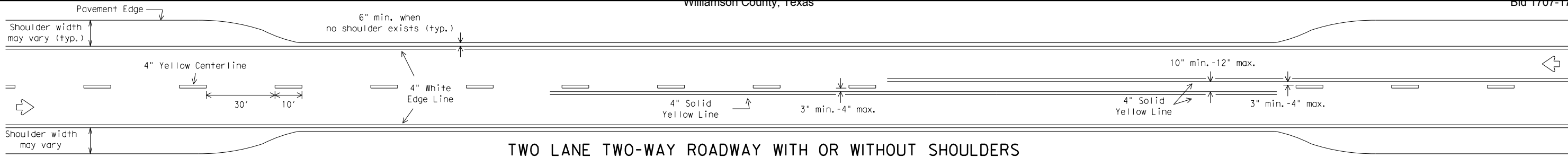
Sign blanks shall be one piece 0.08 inch thick sheet aluminum alloy (Type A), unless otherwise noted elsewhere in the plans.

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

DATE: 7/19/2017
FILE: 12:55 PM

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DATE: 7/19/2017
FILE: 12:55 PM



**GUIDE FOR PLACEMENT OF STOP LINES,
EDGE LINE & CENTERLINE**
Based on Traveled Way and Pavement Widths for Undivided Highways

TABLE 1 - TYPICAL LENGTH (L)

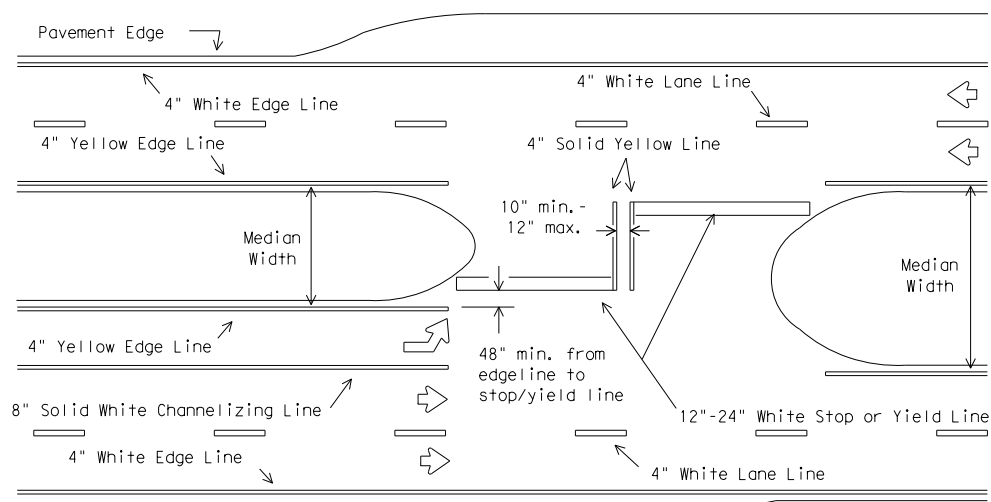
Posted Speed *	Formula
≤ 40	$L = \frac{WS^2}{60}$
≥ 45	$L = WS$

* 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)

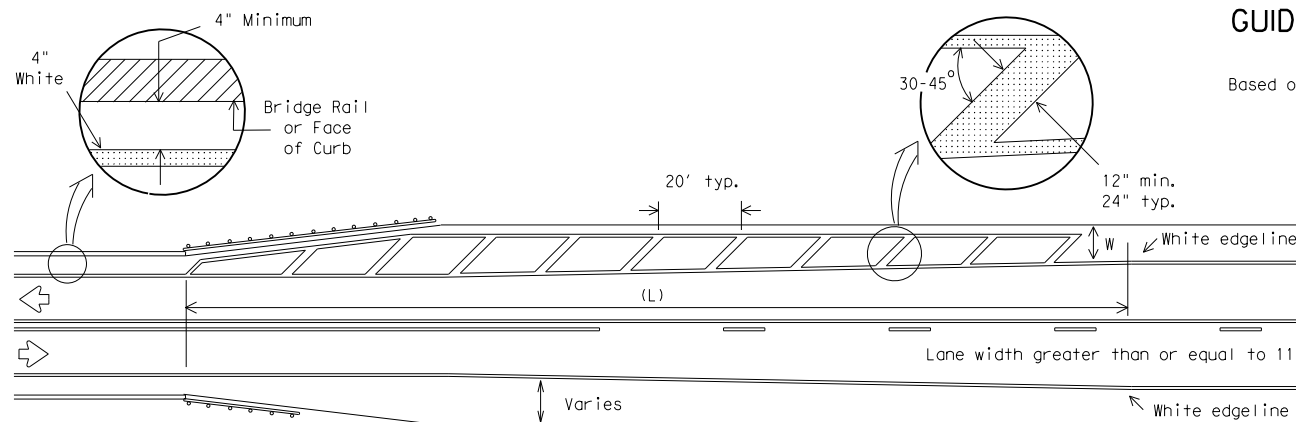
EXAMPLES:

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



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:

- No-passing zone on bridge approach is optional but if used, it shall be a minimum 500 feet long.
- For crosshatching length (L) see Table 1.
- The width of the offset (W) and the required crosshatching width is the full shoulder width in advance of the bridge.
- The crosshatching is not required if delineators or barrier reflectors are used along the structure.
- For guard fence details, refer elsewhere in the plans.

**ROADWAYS WITH REDUCED SHOULDER
WIDTHS ACROSS BRIDGE OR CULVERT**

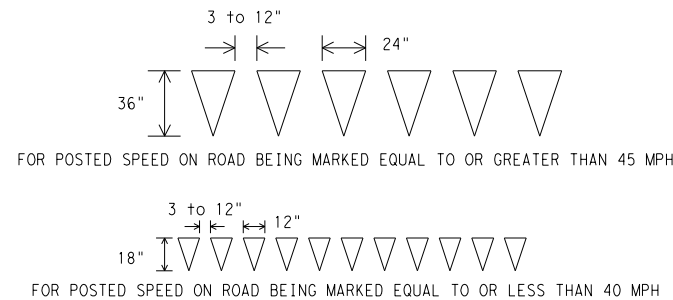
GENERAL NOTES

- 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.
- 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



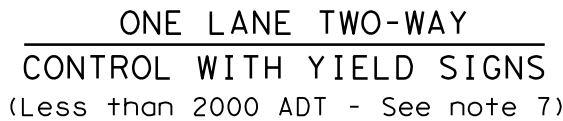
**TYPICAL STANDARD
PAVEMENT MARKINGS**

PM(1) - 12

© TxDOT November 1978	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
REVISIONS	CONT	SECT	JOB	HIGHWAY
8-95 2-12				
5-00				
8-00				
3-03				
22A				

DISCLAIMER:

DATE: 7-12-12
FILE:



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

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

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.

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.

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.

 *Texas Department of Transportation*
Traffic Operations Division

TCP (1-2) - 12

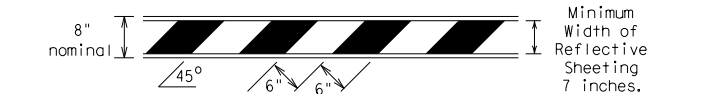
152

DISCLAIMER: The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

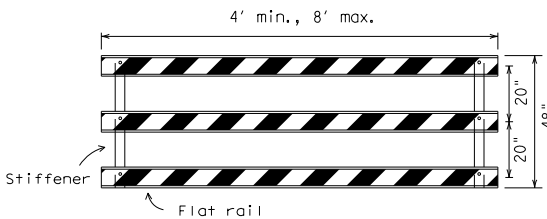
TYPE 3 BARRICADES

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.

Barricades shall NOT be used as a sign support.

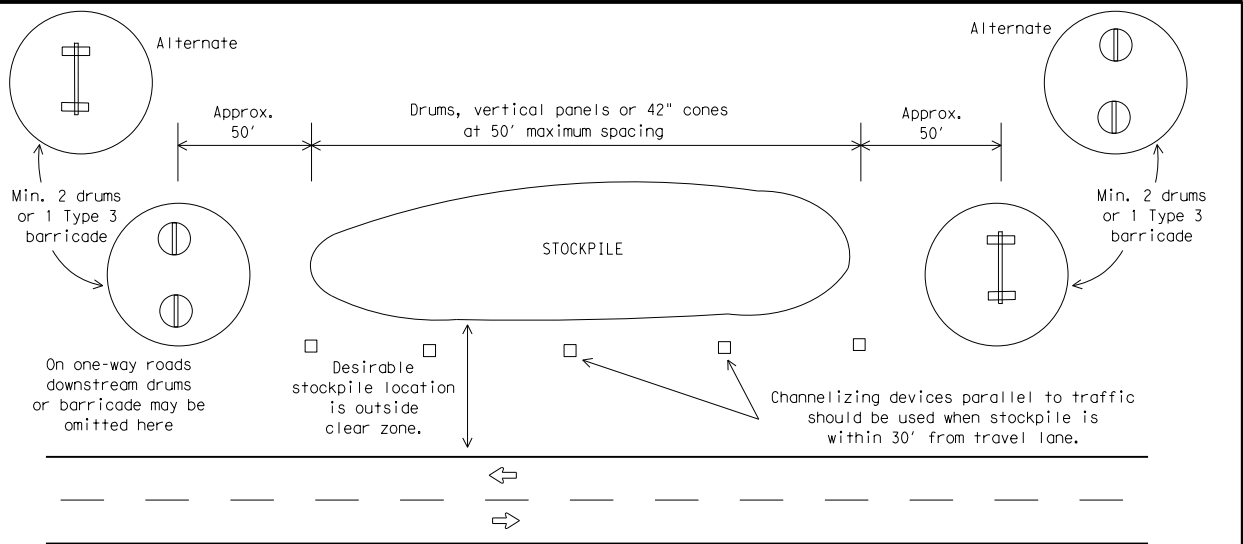


TYPICAL STRIPING DETAIL FOR BARRICADE RAIL



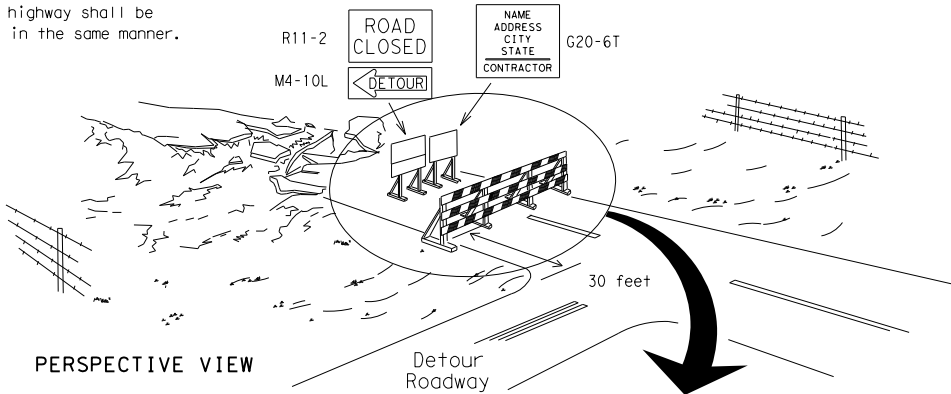
Stiffener may be inside or outside of support, but no more than 2 stiffeners shall be allowed on one barricade.

TYPICAL PANEL DETAIL FOR SKID OR POST TYPE BARRICADES



TRAFFIC CONTROL FOR MATERIAL STOCKPILES

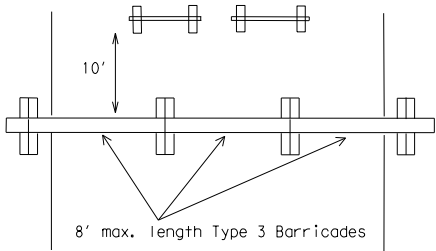
Each roadway of a divided highway shall be barricaded in the same manner.



PERSPECTIVE VIEW

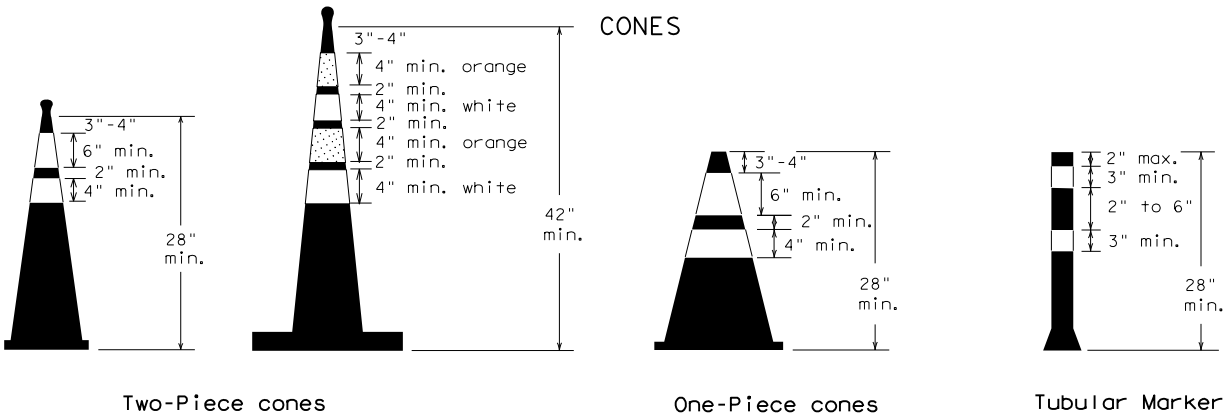
The three rails on Type 3 barricades shall be reflectorized orange and reflective white stripes on one side facing one-way traffic and both sides for two-way traffic. Barricade striping should slant downward in the direction of detour.

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



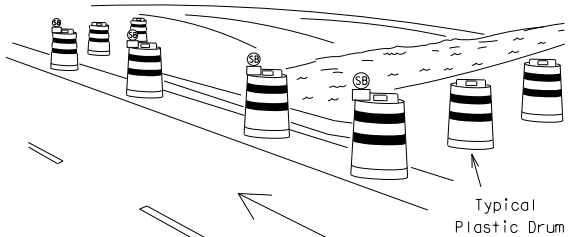
PLAN VIEW

TYPE 3 BARRICADE (POST AND SKID) TYPICAL APPLICATION

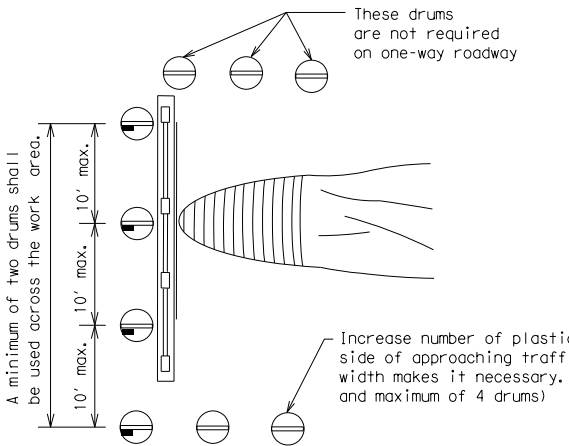


28" Cones shall have a minimum weight of 9 1/2 lbs.
42" 2-piece cones shall have a minimum weight of 30 lbs. including base.

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.



PERSPECTIVE VIEW



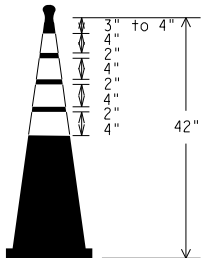
PLAN VIEW

CULVERT WIDENING OR OTHER ISOLATED WORK WITHIN THE PROJECT LIMITS

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

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

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



EDGE LINE 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.

SHEET 10 OF 12



Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES

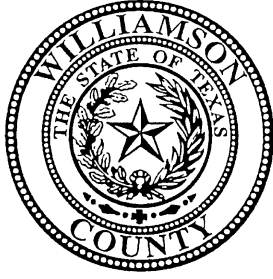
BC (10) - 14

FILE: bc-14.dgn	DW: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
© TxDOT November 2002	CONT	SECT	JOB	HIGHWAY
REVISIONS				
9-07 8-14	DIST	COUNTY		SHEET NO.
7-13				12

Bid Items
Polymer-Modified Emulsified Asphalt Surface Treatment and Striping - Wilco Annex and Children's Advocacy Center Parking Lots

Williamson County - Texas

ITEM	NO	DESCRIPTION	UNITS	QUANTITY	Unit Price	Cost
334	XXXX	HMCL ACP TY-D (LEVEL-UP)	SY	30		
500	6001	MOBILIZATION	LS	1		
666	6302	RE PM W/RET REQ TY I (W)4"(SLD)(090MIL)	LF	4538		
666	6170	REFL PAV MRK TY II (W) 4" (SLD)	LF	4538		
666	6223	RE PM TY II(ACC PRK)(WHT)(SYMBOL ONLY)	EA	4		
668	6114	PRE PM TY C(ACC PRK)(BL&WH)(W/BORDR)SM	EA	10		
666	6210	REFL PAV MRK TY II (Y) 6" (SLD)	LF	17		
666	XXXX	REFL PAV MRK TY II (R) (SLD) 6"	LF	4247		
666	XXXX	REFL PAV MRK TY II (RESERVED)(BLACK&WH)	EA	16		
712	6009	JT / CRCK SEAL (HOT - POURED RUBBER)	LF	800		
XXXX	XXXX	POLYMER-MODIFIED EMULSIFIED ASPHALT SURFACE TREATMENT	GAL	6674		
Total Cost						



Agreement for Construction Services

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

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

As described in the IFB Solicitation # 1707-173, Wilco Annex & Children's Advocacy Center Fog Seal including the specifications set forth therein, which is incorporated herein as if copied in full.

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

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

As described in the IFB Solicitation # 1707-173, including the specifications set forth therein, which is incorporated herein as if copied in full.

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

ARTICLE 4 SUBSTANTIAL AND FINAL COMPLETION:

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

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

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

DATE FOR SUBSTANTIAL COMPLETION: TBD

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

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

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

ARTICLE 5 PAYMENT:

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

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

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

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

ARTICLE 6 CONTRACTOR'S GENERAL RESPONSIBILITIES AND COVENANTS:

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

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

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

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

6.5 As part of Contractor obligation to coordinate the Work, 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, its officials, directors, employees, representatives, and volunteers are added as additional insured as respects operations and activities of, or on behalf of the named insured performed under Agreement with the Owner." This is not applicable to the workers' compensation policy.
- d. "The workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of Williamson County."

8.1.4 Workers' Compensation Insurance Coverage:

In the event that Contractor employs any individual to perform any portion of the Work, Contractor shall comply with Texas Labor Code, §406.096, which requires workers' compensation insurance coverage for all employees providing services on a building or construction project for a governmental entity.

a. Definitions:

- (1) Certificate of Coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the Duration of the Work.
- (2) Duration of the Work - includes the time from the beginning of the Work until the Work has been completed and accepted by the Owner.
- (3) Coverage – Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).
- (4) Persons providing services relating to the Work ("subcontractor") - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform the Work, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services in relation to the Work. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the Work, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

b. The Contractor shall provide Coverage, based on proper reporting of classification codes and payroll amounts and filing of any Coverage agreements, which meets the statutory requirements of Texas labor Code, §401.011(44) for all employees of the Contractor providing services in relation to the Work, for the Duration of the Work.

c. The Contractor must provide a Certificate of Coverage to the Owner prior to or contemporaneously with the execution of this Agreement.

- d. If the Coverage period shown on the Contractor's current Certificate of Coverage ends during the Duration of the Work, the Contractor must, prior to the end of the Coverage period, file a new Certificate of Coverage with the Owner showing that Coverage has been extended.
- e. The Contractor shall obtain from each person providing services in relation to the Work, and provide to the Owner:
 - (1) a Certificate of Coverage, prior to that person beginning any of the Work, so the Owner will have on file Certificates of Coverage showing Coverage for all persons providing services in relation to the Work; and
 - (2) no later than seven days after receipt by the Contractor, a new Certificate of Coverage showing extension of Coverage, if the Coverage period shown on the current Certificate of Coverage ends during the Duration of the Work.
- f. The Contractor shall retain all required Certificates of Coverage for the Duration of the Work and for one year thereafter.
- g. The Contractor shall notify the Owner in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of Coverage of any person providing services in relation to the Work.
- h. The Contractor shall post on the Work site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services in relation to the Work that they are required to be covered, and stating how a person may verify Coverage and report lack of Coverage.
- i. By signing this Agreement or providing or causing to be provided a Certificate of Coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services in relation to the Work and all persons providing services in relation to the Work will be covered by workers' compensation coverage for the Duration of the Work, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- j. The Contractor's failure to comply with any of these provisions is a breach of Agreement by the Contractor which entitles the Owner to declare the Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

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

8.1.6 The Contractor shall not cause or allow any of its required insurance to be canceled, nor permit any insurance to lapse during the term of the Agreement or as required in the Agreement. If the Contractor fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

8.1.7 The Owner reserves the right to review the insurance requirements set forth in this Article during the effective period of the Agreement and to make reasonable adjustments to the insurance coverage and their limits when deemed necessary and prudent by the Owner based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.

8.1.8 The Owner shall be entitled, upon request, and without expense, to receive complete copies of the policies with all endorsements and may make any reasonable requests for deletion, or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon the Parties or the underwriter of any of such policies. Damages caused by the Contractor and not covered by insurance shall be paid by the Contractor.

8.1.9 Contractor shall be responsible for payment of premiums for all of the insurance coverages required under this Agreement. Contractor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Contractor is responsible hereunder, Contractor shall be solely responsible for all deductibles and self-insured retentions. **Any deductibles or self-insured retentions over \$50,000 in the Contractor's insurance must be declared and approved in writing by Owner in advance.**

8.1.10 The Contractor shall contractually require each person or entity with whom it contracts to provide services in relation to the Work, to comply with each and every insurance requirement that Contractor must comply with hereunder. More specifically, each person or entity with whom Contractor contracts to provide services on the in relation to the Work must comply with each insurance requirement under this Article 8 just as if such person or entity was the Contractor. Thus, every reference to Contractor under each insurance requirement of this Article 8 shall mean and include each person or entity with whom Contractor contracts to provide services in relation to the Work. If any such person or entity with whom Contractor contracts to provide services in relation to the Work fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

8.2 INDEMNITY.

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

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

8.3 Except for the obligation of Owner to pay Contractor the Contract Price pursuant to the terms of this Agreement, and to perform certain other obligations pursuant to the terms and conditions explicitly set forth herein, Owner shall have no liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement. Notwithstanding any obligation or liability of Owner to Contractor, no present or future partner or affiliate of Owner or any agent, officer, director, or employee of Owner, Williamson County, or of the various departments comprising Williamson County, or anyone claiming under Owner has or shall have any personal liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement.

ARTICLE 9 BONDS

9.1 Performance Bond. Upon execution of this Agreement, Contractor shall provide a Performance Bond in the amount of 100% of the Contract Price. The surety for a Performance Bond shall meet the requirements of Texas law.

9.2 Payment Bond. Upon execution of this Agreement, Contractor shall provide a Payment Bond in the amount of 100% of the Contract Price, as security for the true and faithful payment in full of all subcontractors and persons performing labor, services, materials, machinery, and fixtures in connection with the Work. The surety for a Payment Bond shall meet the requirements of Texas law.

9.3 Warranty Bond. Upon execution of this Agreement, Contractor shall provide a Warranty Bond in the amount of 20% of the Contract Price, as security for the true and faithful performance of all warranties set forth in Bid Documents and this Agreement.

ARTICLE 10 TERMINATION

10.1 Termination for Cause. If either party commits an Event of Breach (a breach of any of the covenants, terms and/or conditions of this Agreement), the non-breaching party shall deliver written notice of such Event of Breach to the breaching party. Such notice must specify the nature of the Event of Breach and inform the breaching party that unless the Event of Breach is cured within three (3) business days of receipt of the notice, additional steps may be taken to terminate this Agreement. If the breaching party begins a good faith attempt to cure the Event of Breach within three (3) business days, then and in that instance, the three (3) business day period may be extended by the non-breaching party, so long as the breaching party continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the Event of Breach. If, in the opinion of the non-breaching party, the breaching party does not cure the breach within three (3) business days or otherwise fails to make any diligent attempt to correct the Event of Breach, the breaching party shall be deemed to be in breach and the non-breaching party may, in addition to seeking the remedies available hereunder and under the law, terminate this Agreement.

10.2 Termination for Convenience. The Owner may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to Contractor. In the event of such termination, it is understood and agreed that only the amounts due to Contractor for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Owner's termination of this Agreement for convenience.

ARTICLE 11 MISCELLANEOUS PROVISIONS

11.1 Interest and Late Payments. Except as otherwise specifically set forth herein, Owner's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Interest charges for any overdue payments shall be paid by Owner in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Owner's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

In the event that an error appears in an invoice/application for payment submitted by Contractor, Owner shall notify Contractor of the error not later than the twenty first (21st) day after the date Owner receives the invoice/application for payment. If the error is resolved in favor of Contractor, Contractor shall be entitled to receive interest on the unpaid balance of the invoice/application for payment submitted by Contractor beginning on the date that the payment for the invoice/application for payment became overdue. If the error is resolved in favor of the Owner, Contractor shall submit a corrected invoice/application for payment that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by Chapter 2251 of the Texas Government Code if the corrected invoice/application for payment is not paid by the appropriate date.

11.2 Assignment; Successors and Assigns. This Agreement is a personal service contract for the services of Contractor, and Contractor's interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.

11.3 Captions. The captions of paragraphs in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

11.4 Governing Law and Venue. This Agreement and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without reference to its conflicts of law provisions. Williamson County where the Work site is located shall be the sole place of venue for any legal action arising from or related to this Agreement or the project in which the Owner is a party.

11.5 Waivers. No delay or omission by either party in exercising any right or power arising from non-compliance or failure of performance by the other party with any of the provisions of this Agreement shall impair or constitute a waiver of any such right or power. A waiver by either party of any covenant or condition of this Agreement shall not be construed as a waiver of any subsequent breach of that or of any other covenant or condition of the Agreement.

11.6 Interpretation. In the event of any dispute over the meaning or application of any provision of the Contract Documents, the Contract Documents shall be interpreted fairly and reasonably, and neither more strongly for or against any party, regardless of the actual drafter of the Contract Documents.

11.7 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

11.8 Appointment. Owner hereby expressly reserves the right from time to time to designate by notice to Contractor a representative(s) to act partially or wholly for Owner in connection with the performance of Owner's obligations. Contractor shall act only upon instructions from the designated representative(s) unless otherwise specifically notified to the contrary.

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

11.10 Severability. Should any term or provision of this Agreement be held invalid or unenforceable in any respect, the remaining terms and provisions shall not be affected and this Agreement shall be construed as if the invalid or unenforceable term or provision had never been included.

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

11.12 Current Revenues. Under Texas law, a contract with a governmental entity that contains a claim against future revenues is void; therefore, each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

11.13 Compliance with Laws. Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, Contractor shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

11.14 Sales and Use Tax Exemption. Owner is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. § 151.309, as amended.

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

11.16 Force Majeure. If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance of this Agreement. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

11.17 Equal Opportunity in Employment. The parties to this Agreement agree that during the performance of the services under this Agreement they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The parties to this Agreement will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.

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

11.19 Relationship of the Parties. Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

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

11.21 Execution in Counterparts. This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which together shall constitute one and the same document.

11.22 Entire Agreement. This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE OWNER HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

BY SIGNING BELOW, the Parties have executed and bound themselves to this Agreement to be effective as of the date of the last party's execution hereof (Effective Date).

OWNER:

WILLIAMSON COUNTY, TEXAS,
a political subdivision of the state of Texas

By: _____

Printed Name: _____

Title: _____

Date: _____

Party Representatives

Owner’s Designated Representative (“ODR”):

Phone _____
Fax _____

CONTRACTOR:

By: _____

Printed Name: _____

Title: _____

Date: _____

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:	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>
Address of Bidder:	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>
Email:	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>
Telephone:	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>
Printed Name of Person Submitting Affidavit:	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>
Signature of Person Submitting Affidavit:	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>

Cooperative Purchasing Program

Check one of the following options below. A non-affirmative Bid will in no way have a negative impact on the County's evaluation of the Bid.

<input type="checkbox"/>	I will offer the quoted prices to all authorized entities during the term of the County's Contract.
<input type="checkbox"/>	I will not offer the quoted prices to all authorized entities.

If no box is checked, the Bidder agrees to make best efforts in good faith to offer the quoted prices to all authorized entities.

BEFORE ME, the undersigned authority, a Notary Public, personally appeared
(Name of Signer), who after being by me duly sworn, did depose and say: "I, ,
(Name of Signer) am a duly authorized officer of/agent for *(Name of Bidder)* and
have been duly authorized to execute the foregoing on behalf of the said *(Name of Bidder)*.

SUBSCRIBED AND SWORN to before me by the above-named
on this the day of , 20.

Notary Public in and for

The State of

The County of

SIGNATURE AND NOTARY NOT REQUIRED IF COMPLETING IN BIDSYNCH ELECTRONICALLY.

Bidder References

List the last (3) companies or governmental agencies, where the same or similar goods and/or services as contained in this IFB package, were recently provided by Bidder.

Reference 1

Client Name:

Location:

Contact Name:

Title:

Phone:

E-mail

Contract Date To:

Contract Date From:

Contract Value: \$

Scope of Work:

	5
	6

Reference 2

Client Name:

Location:

Contact Name:

Title:

Phone:

E-mail

Contract Date To:

Contract Date From:

Contract Value: \$

Scope of Work:

	5
	6

Reference 3

Client Name:

Location:

Contact Name:

Title:

Phone:

E-mail

Contract Date To:

Contract Date From:

Contract Value: \$

Scope of Work:

<div></div>	<div>5</div>
<div></div>	<div>6</div>

CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity		Form CIQ
<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>		OFFICE USE ONLY Date Received <div style="border: 1px solid black; height: 20px; width: 100%;"></div>
1	Name of person doing business with local governmental entity. <div style="border: 1px solid black; height: 20px; width: 100%;"></div>	
2	<div style="border: 1px solid black; padding: 5px;"> <input type="checkbox"/> <p style="text-align: center;">Check this box if you are filing an update to a previously filed questionnaire.</p> <p>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p> </div>	
3	<p>Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.</p> <div style="border: 1px solid black; height: 100px; width: 100%;"></div> <div style="text-align: right; position: absolute; top: 5px; right: 5px;">5</div> <div style="text-align: right; position: absolute; bottom: 5px; right: 5px;">6</div>	
4	<p>Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.</p> <div style="border: 1px solid black; height: 100px; width: 100%;"></div> <div style="text-align: right; position: absolute; top: 5px; right: 5px;">5</div> <div style="text-align: right; position: absolute; bottom: 5px; right: 5px;">6</div>	

CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity		Form CIQ Page 2
5	<p>Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)</p> <p>This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>D. Describe each affiliation or business relationship.</p> <div style="border: 1px solid black; height: 40px; margin-top: 5px;"></div>	
	<p>6. Describe any other affiliation or business relationship that might cause conflict of interest:</p> <div style="border: 1px solid black; height: 40px; margin-top: 5px;"></div>	
7	<div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 60%; border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div style="width: 35%; border-bottom: 1px solid black; margin-bottom: 5px;"></div> </div> <div style="display: flex; justify-content: space-between;"> Signature of person doing business with the governmental entity Date </div>	
	Signature not required if completing in BIDSYNC electronically.	

Question and Answers for Bid #1707-173 - Wilco Annex & Childrens Advocacy Center Fog Seal

Overall Bid Questions

There are no questions associated with this bid.

Commissioners Court - Regular Session**39.****Meeting Date:** 07/25/2017

Advertising for 1707-177 Hauling

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 the Purchasing Agent to advertise and receive sealed bids for Aggregate and Materials Hauling Services, under IFB # 1707-177.

Background

Williamson County is seeking qualified companies to provide drivers and commercial motor vehicles to haul material related to constructing and maintaining highways, streets and bridges.

Fiscal Impact

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

AttachmentsBid Packet

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Will Hutchinson

Final Approval Date: 07/20/2017

Reviewed By

Randy Barker

Wendy Coco

Date

07/20/2017 08:48 AM

07/20/2017 08:49 AM

Started On: 07/19/2017 12:53 PM

Solicitation 1707-177

Hauling

Bid Designation: Public



Williamson County, Texas

Bid 1707-177

Hauling

Bid Number	1707-177
Bid Title	Hauling
Bid Start Date	In Held
Bid End Date	Aug 11, 2017 3:00:00 PM CDT
Question & Answer End Date	Aug 8, 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	2 annual renewals
Prices Good for	365 days
Pre-Bid Conference	Aug 4, 2017 10:00:00 AM CDT Attendance is optional Location: 3151 South East Inner Loop Georgetown, TX 78626
Bid Comments	<p>Williamson County is seeking qualified companies to provide drivers and commercial motor vehicles to haul material related to constructing and maintaining highways, streets and bridges.</p> <p>BID REQUIREMENTS</p> <p><u>BID CHECK LIST</u></p> <p style="padding-left: 40px;">If entering an electronic bid in BIDSYNC (PREFERRED):</p> <p style="padding-left: 80px;">Pricing – Enter bid amount on each line item of the bid form (3 lines)</p> <p style="padding-left: 40px;">The following documents MUST be completed and attached to FIRST LINE ITEM.</p> <p style="padding-left: 80px;">Conflict of Interest Form – Fillable form</p> <p style="padding-left: 80px;">References – Fillable form (or if preferred, attach your list of references here)</p> <p style="padding-left: 80px;">Bid Affidavit – Fillable Form - if completed in Bidsync, not necessary for notary.</p> <p style="padding-left: 40px;">If delivering a paper bid instead of electronic:</p> <p style="padding-left: 80px;">Download and complete the attached PDF Bid Form and all required bid documents listed above.</p> <p style="padding-left: 80px;">Note: Bid Affidavit must be completed and notarized if providing a Paper Bid.</p> <p style="padding-left: 80px;">Send (1) original, (2) copies and (1) USB or CD copy of the required documents in a sealed, fully labeled envelope to:</p> <p style="padding-left: 80px;">Williamson County Purchasing Attn: 1707-177 Aggregate and Materials Hauling 901 South Austin Ave Georgetown, TX 78626</p> <p>BIDS THAT ARE SUBMITTED PARTIALLY ELECTRONIC VIA BIDSYNC and PARTIALLY PAPER WILL BE <u>DISQUALIFIED</u> .</p>

Item Response Form

Item **1707-177--01-01 - Attach Documents Here**

Quantity **1 each**

Prices are not requested for this item.

Delivery Location **Williamson County, Texas**

No Location Specified

Qty 1

Description

Attach Documents Here



PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION

WILLIAMSON COUNTY PURCHASING DEPARTMENT SOLICITATION 1707-177 Hauling

**BIDS MUST BE RECEIVED ON OR BEFORE:
Aug 11, 2017 3:00:00 PM CDT**

**BIDS WILL BE PUBLICLY OPENED:
Aug 11, 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.



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 Technical Contact

J. Terron Evertson, P.E. (or successor), Director of Road and Bridge, 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 Contract Term

The Successful Bidder shall provide the goods and/or services described herein for an initial term of twelve (12) months, beginning September 6, 2017 and ending September 30, 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 bidder and approved by 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

Additional Stipulations - Bid

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 bidder may elect to terminate this agreement, with no additional liability to the County. The County and successful bidder agree that termination shall be the successful bidder's sole remedy under this circumstance.

1.5 Economic Adjustment

To the extent applicable to this IFB, the Successful Bidder may submit a request for a contract pricing adjustment for approval by the County if the Bidder 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 Bidder's profits, labor or other overhead. The Bidder'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 Bidder at a not agreed upon price are done so at the Successful Bidder'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 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.

Additional Stipulations - Bid

The following coverage limits shall be required at a minimum:

- | | | |
|----|--|---------------------------|
| A. | Worker's Compensation | Statutory – Texas Law |
| B. | Employer's Liability: | |
| | Bodily Injury by Accident | \$500,000 Ea. Accident |
| | Bodily Injury by Disease | \$500,000 Ea. Employee |
| | Bodily Injury by Disease | \$500,000 Policy Limit |
| C. | Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts: | |
| | COVERAGE | PER PERSON PER OCCURRENCE |
| | Comprehensive General Liability | \$1,000,000 \$1,000,000 |
| | Aggregate policy limits: | \$1,000,000 |

Successful Bidder's property will not be covered by any insurance that may be carried by Williamson County. Successful Bidder assumes the risk of loss on its contents and property that are situated on/in/around Williamson 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.
Williamson

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

Additional Stipulations - Bid

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.

General Notes and Technical Specifications

General Information

Williamson County is seeking qualified companies to provide drivers and commercial motor vehicles to haul material related to constructing and maintaining highways, streets and bridges.

Quantities shown are **estimated quantities**. The actual quantity purchased may be more or less. The County is not obligated to purchase any minimum amount and the County may purchase any reasonable amount greater than the estimate for the same unit price. Items will be ordered on an "As Needed" basis.

Williamson County reserves the right to award the Bid in whole to one Bidder or to award a contract on each separate item or combination of items to multiple Bidders, as may be most advantageous to the County. A primary, secondary, tertiary, and/or subsequent award may be made for this bid by the County.

It is expressly understood and agreed that in case Williamson County should need any item(s) not available within the time frame needed from the Successful Bidder(s) during the term of this Contract, the County reserves the right to purchase the item(s) from sources other than the Successful Bidder(s) and shall not be in violation of any terms or conditions of said contract.

Upon award, Williamson County may request three (3) references where like services have been performed by your firm. Include name of firm, address, telephone number and name of representative.

Definition of Terms

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

Successful Bidder: The responsible Bidder to whom Williamson County intends to award the Contract.

Engineer: County Engineer, or designee.

Department: Williamson County Road and Bridge Division

General Notes

Successful Bidder shall comply with all applicable State and Federal Laws related to commercial motor vehicles.

Successful Bidder shall possess all applicable permits, registrations and licenses, including but not limited to those required by the Texas Department of Transportation, the Texas Department of Motor Vehicles, the Texas Department of Public Safety, and the Texas Commission on Environmental Quality (if necessary).

Successful Bidder shall comply with Texas Motor Carrier's Guide to Highway Safety

Should Successful Bidder's employees be found driving in a manner not in keeping with acceptable safe practices, the Engineer may remove them from the project; provided, however, as set out herein above, 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 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 County in the results of the work only. Furthermore and as set out herein above, Successful Bidder is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with any services to be provided hereunder.

Successful Bidder shall comply with insurance requirements dictated within this contract.

Do not park vehicles where driver sight distance to businesses and side street intersections is obstructed. If it is necessary to park where drivers' views are blocked, Successful Bidder shall make every effort to flag traffic accordingly. Give the travelling public first priority.

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

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

This shall include, but is not limited to, re-vegetation of all areas damaged or destroyed by hauling operation. Successful Bidder 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 hauling operation shall be replaced with plant material of comparable size and quality approved by the County.

Successful Bidder's vehicles shall not be maintained on-site during construction, except at designated maintenance sites as approved by the Engineer.

CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity		Form CIQ
<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>		OFFICE USE ONLY Date Received <div style="border: 1px solid black; height: 20px; width: 100%;"></div>
1	Name of person doing business with local governmental entity. <div style="border: 1px solid black; height: 20px; width: 100%;"></div>	
2	<div style="border: 1px solid black; padding: 5px;"> <input type="checkbox"/> <p style="text-align: center;">Check this box if you are filing an update to a previously filed questionnaire.</p> <p>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p> </div>	
3	<p>Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.</p> <div style="border: 1px solid black; height: 100px; width: 100%;"></div> <div style="text-align: right; position: absolute; top: 5px; right: 5px;">5</div> <div style="text-align: right; position: absolute; bottom: 5px; right: 5px;">6</div>	
4	<p>Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.</p> <div style="border: 1px solid black; height: 100px; width: 100%;"></div> <div style="text-align: right; position: absolute; top: 5px; right: 5px;">5</div> <div style="text-align: right; position: absolute; bottom: 5px; right: 5px;">6</div>	

CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity		Form CIQ Page 2
5	<p>Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)</p> <p>This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>D. Describe each affiliation or business relationship.</p> <div style="border: 1px solid black; height: 40px; margin-top: 5px;"></div>	
	<p>6. Describe any other affiliation or business relationship that might cause conflict of interest:</p> <div style="border: 1px solid black; height: 40px; margin-top: 5px;"></div>	
7	<div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 60%; border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div style="width: 35%; border-bottom: 1px solid black; margin-bottom: 5px;"></div> </div> <div style="display: flex; justify-content: space-between;"> Signature of person doing business with the governmental entity Date </div>	
	Signature not required if completing in BIDSYNC electronically.	



Williamson County – Invitation for Bid (IFB)

SECTION 1 - DEFINITIONS

Addendum/Addenda – means any written or graphic instruments issued by the County prior to the consideration of Bids which modify or interpret the Bid Documents by additions, deletions, clarifications, or corrections.

Agreement/Ensuing Agreement(s) – means the Successful Bidder may be required by the County to sign an additional Agreement containing terms necessary to ensure compliance with the IFB and the Bidder's Bid. Such Ensuing Agreement(s) shall contain the Bid specifications, terms and conditions that are derived from the IFB.

Bid Documents – means the Legal Notice, IFB including attachments, and any Addenda issued by the County prior to the consideration of any Bids.

Bid – means the completed and signed bid form, (sometimes referred to as the Price Sheet), and ALL required forms and documentation listed in the IFB package which have been submitted in accordance with the terms and conditions described in the IFB package. A Bid submitted in accordance with this IFB is irrevocable during the specified period for evaluation and acceptance of Bids unless a waiver is obtained from the Williamson County Purchasing Agent.

Bidder – means a person or entity who submits a Bid in response to this IFB.

Contract – means this IFB and the Bid of the Successful Bidder shall become a Contract between the Successful Bidder and the County once the Successful Bidder's Bid is properly accepted by the Williamson County Commissioners Court.

Commissioner's Court – means the Williamson County Commissioners Court.

County – means Williamson County, a political subdivision of the State of Texas.

Invitation for Bid (IFB) – means this document, together with the attachments thereto and any future Addenda issued by the County.

Successful Bidder – means the liable Bidder to whom the County intends to award the Contract.

SECTION 2 - BID FORMAT AND SUBMISSION

2.1 ORGANIZATION OF BID CONTENTS FOR SUBMITTAL

Each Bid should be organized and items submitted in the order described below:

- A. Transmittal Letter. Please see Section 2.3, Transmittal Letter, for more information.
- B. Price Sheet.
- C. Conflict of Interest Questionnaire. Please see Section 2.2, Conflict of Interest, for more information in regards to this. Please note that even if you deem there to be no Conflict of Interest, this signed questionnaire must be included in your package.
- D. References. Please see Section 3.15, References, for more information.
- E. Bid Affidavit.
- F. Form 1295. Please see Section 2.4, Certificate of Interested Parties – Form 1295.

2.2 CONFLICT OF INTEREST

No public official shall have interest in a Contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code, Title 5, Subtitle C, Chapter 171, as amended.

As of January 1, 2006, all Bidders are responsible for complying with Local Government Code, Title 5, Subtitle C, Chapter 176. Additional information may be obtained from the County's website at the following link:

<http://www.wilco.org/CountyDepartments/Purchasing/ConflictofInterestDisclosure/tabid/689/language/en-US/Default.aspx>

Each Bidder must disclose any existing or potential conflict of interest relative to the performance of the requirements of this IFB. **Examples of potential conflicts of interest may include an existing business or personal relationship between the Bidder, its principal, or any affiliate or subcontractor with the County or any other entity or person involved in any way with the project that is subject to this IFB.** Similarly, any personal or business relationship between the Bidder, the principals, or any affiliate or subcontractor with any employee, or official of the County or its suppliers must be disclosed. Any such relationship that might be perceived or represented as a conflict must be disclosed. Failure to disclose any such relationship or reveal personal relationships with the County employees or officials may be cause for termination.

The County will decide if an actual or perceived conflict should result in Bid disqualification.

By submitting a Bid in response to this IFB, all Bidders affirm they have not given, nor intend to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a the County public servant or any employee, official or representative of same, in connection with this procurement.

Each Bidder must provide a Conflict of Interest Statement with their Bid Package. Package may be deemed incomplete without this form.

2.3 TRANSMITTAL LETTER

The Bidder should submit a Transmittal Letter that provides the following information:

- A. Name and address of individual or business entity submitting the Bid.
- B. Name, physical address, email address, business and fax number of the Bidder's principal contact person regarding all contractual matters relating to this IFB.
- C. The Bid's Federal Employer Identification Number.
- D. If the Proposal being submitted will have an effect on air quality for the County (as it relates to any state, federal, or voluntary air quality standard), then the Respondent is encouraged to provide information in narrative indicating the anticipated air quality impact. See Section 4.36, Air Quality for more information.

2.4 CERTIFICATE OF INTERESTED PARTIES – FORM 1295

As of January 1, 2016, all Successful Bidders are responsible for complying with the Texas Government Code, Section 2252.908. The law states that the County may not enter into certain contracts with a Bidder unless the Bidder submits a disclosure of interested parties to the County at the time the Bidder submits the signed Contract. The law applies only to a Contract of the County on or after January 1, 2016 that either:

- A. Requires an action or vote by the Commissioners Court before the Contract may be signed (all contracts that fall under the jurisdiction of the Commissioners Court approval, such as contracts resulting from an Initiation for Bid (IFB), RFP, Request for Qualifications (RFQ), etc., excluding, but not limited to, certain Juvenile Service contracts, contracts funded with Sheriff's seized monies, etc.); or
- B. Has a value of at least \$1,000,000.

By January 1, 2016, the Texas Ethics Commission will make available on its website, a new filing application that must be used to file Form 1295. Information regarding how to use the filing application is available on the Texas Ethics Commission website at the following link:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

A Respondent must:

- A. Use the online application to process the required information on Form 1295.
- B. Print a copy of the form which will contain a unique certification number.
- C. An authorized agent of the Bidder must sign the printed copy of the form.
- D. Have the form notarized.
- E. File the completed Form 1295 and certification of filing (scanning and emailing form is sufficient) with Williamson County Purchasing Agent at the time the signed Contract is submitted for approval.

After the Commissioners Court award of the Contract, the County shall notify the Texas Ethics Commission, using the Texas Ethics Commission's filing application, of the receipt of the filed Form 1295 and certification of filing not later than the 30th day after the date the Contract binds all parties to the Contract. The Texas Ethics Commission will post the completed Form 1295 to its website within seven business days after receiving notice from the County.

2.5 ETHICS

The Bidder shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official or agent of the County.

2.6 BID SUBMITTAL DEADLINE

The Bid is due no later than the submittal date and time set forth in the Public Announcement and General Information listed in this IFB package. Contents of each Bid shall be submitted in accordance with this IFB.

2.7 DELIVERY OF BIDS

The County uses BidSync to distribute and receive Bids and proposals. It is preferred that Bids submitted electronically through BidSync; however, Bidders can submit a hard copy.

Refer to www.bidsync.com for further information on how to submit electronically.

If mailed or delivered in person, Bids and Bid Addenda are to be delivered in sealed envelope on or before the submittal deadline, as noted in the Public Announcement and General Information listed in this IFB package, to:

Williamson County Purchasing Department
Attn: **Bid Name and Number**
901 South Austin Avenue
Georgetown, Texas 78626

Also, all Bidders should list their Name and Address, and the Date of the Bid opening on the outside the box or envelope and note "Sealed Bid Enclosed." The County will not accept any Bids received after the submittal deadline, and shall return such Bids unopened to the Bidder. The County will not accept any responsibility for Bids being delivered by third party carriers.

Bids will be opened publically and the names of Bidders and pricing will be read aloud.

SECTION 3 - INSTRUCTIONS AND GENERAL REQUIREMENTS

3.1 INSTRUCTIONS

Read this document carefully, and follow all instructions and requirements. All Bidders are responsible for fulfilling all requirements and specifications. Be sure to have a clear understanding of this IFB.

General requirements apply to all advertised IFBs; however, these may be superseded, in whole or in part, by the bid specifications, Addenda and modifications issued as a part of this IFB. Be sure your Bid package is complete.

3.2 AMBIGUITY, CONFLICT, OR OTHER ERRORS IN THIS IFB

If a Bidder discovers any ambiguity, conflict, discrepancy, omission or other error in this IFB, the Bidder shall immediately notify the County Purchasing Department of such error in writing and request modification or clarification of the document.

Modifications will be made by issuing Addenda. If the Bidder fails to notify the County prior to the date and time fixed for submission of Bids of an error or ambiguity in the IFB known to the Bidder, or an error or ambiguity that reasonably should have been known to the Bidder, then the Bidder shall be deemed to have waived the error or ambiguity or its later resolution.

The County may also modify the IFB, no later than forty-eight (48) hours prior to the date and time fixed for submission of Bids, by issuance of an Addendum. All Addenda will be numbered consecutively, beginning with one (1).

3.3 NOTIFICATION OF MOST CURRENT ADDRESS

All Bidders in receipt of this IFB shall notify the Williamson County Purchasing Department of any address changes, contact person changes, and/or telephone number changes no later than forty-eight (48) hours prior to the date and time fixed for submission of Bids.

3.4 SIGNATURE OF BIDDER

- A. If the Bidder is a Corporation or Limited Liability Company, the legal name of the Corporation Limited Liability Company shall be provided together with the signature of the officer or officers authorized to sign on behalf of such entity.
- B. If the Bidder is a General Partnership, the true name of the firm shall be provided with the signature of each partner authorized to sign.
- C. If the Bidder is a Limited Partnership, the name of the Limited Partner's General Partner shall be provided with the signature of the officer authorized to sign on behalf of the General Partner.
- D. If the Bidder is a Sole Proprietor(s) (individual), each Sole Proprietor(s) shall sign.
- E. If signature is by an agent, other than the Sole Proprietor(s) or an officer of a Corporation, Limited Liability Company, General Partner or a member of a General Partnership, a power of attorney equivalent document must be submitted to the Williamson County Purchasing Department.

3.5 ASSUMED BUSINESS NAME

If the Bidder operates business under an Assumed Business Name, the Bidder must have on file with the

Williamson County Clerk a current Assumed Name Certificate and provide a file marked copy of same.

3.6 BID OBLIGATION

The contents of the IFB, Bid, and any clarification thereof submitted by the Successful Bidder shall become part of the contractual obligation and incorporated by reference into the Contract and any Ensuing Agreement(s).

3.7 COMPLIANCE WITH IFB SPECIFICATIONS

It is intended that this IFB describe the requirements and the Bid format in sufficient detail to secure comparable Bids. Failure to comply with all provisions of the IFB may, at the sole discretion of the County, result in disqualification.

3.8 WITHDRAWAL OF BID

The Bidder may withdraw its Bid by submitting a written request with the company letterhead and the signature of an authorized individual, as described in Section 3.4, Signature of Bidder, to the Williamson County Purchasing Department any time prior to the submission deadline.

The Bidder may submit a new Bid prior to the deadline. Alterations of the Bid in any manner will not be considered if submitted after the deadline. Withdrawal of a Bid after the deadline will be subject to written approval of the Williamson County Purchasing Agent.

3.9 EVALUATION AND AWARD

The County reserves the right to use all pertinent information (also learned from sources other than disclosed in the Bid process) that might affect the County's judgment as to the appropriateness of award to the lowest and best evaluated Bid. This information may be appended to the Bid evaluation process results. Information on a Bidder from reliable sources, and not within the Bidder's Bid, may also be noted and made part of the evaluation file. The County shall have sole discretion for determining the reliability of the source.

To ensure the proper and fair evaluation of a solicitation, the County prohibits unsolicited communication initiated by the Bidder to the County Official or Employee evaluating or considering the Bids prior to the time an award has been made. Unsolicited communication may be ground for disqualifying the offending Bidder from consideration or award of the solicitation, or any future solicitation.

Communication between the Bidder and the County will be initiated by the appropriate County Official Employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the solicitation.

The County intends to award a Contract to the most responsible and responsive Bidder whose Bid will be most advantageous to the County. In accordance with Texas Government Code and Local Government Code, the County may consider, to the extent allowed by law, the following:

- A. Price;
- B. The Bidder's experience and reputation;
- C. Quality of the Bidder's goods and/or services;
- D. The Bidder's safety record;
- E. The Bidder's proposed personnel;
- F. The Bidder's financial capabilities; and
- G. Any other relevant factors specifically listed in this IFB or authorized by law.

3.10 CONSIDERATION OF LOCATION OF PRINCIPAL OFFICE

Pursuant to Texas Local Government Code, Section 271.905, in purchasing any real property or personal property that is not affixed to real property, if the County receives one or more Bids from a Bidder whose principal place of business is in Williamson County and whose Bid is within three (3) percent of the lowest Bid price received by the County from a Bidder who is not a resident of Williamson County, the County may enter into a contract with:

- A. The lowest Bidder; or the Bidder whose principal place of business is in Williamson County if the Commissioners Court determines, in writing, that the local Bidder offers the County the best combination of contract price and additional economic development opportunities Williamson County created by the contract award, including the employment of residents Williamson County and increased tax revenues to Williamson County.

It is understood that the Commissioners Court of Williamson County, Texas, reserves the right to accept or reject any and/or all Bids for any or all goods and/or services covered in this IFB, and to waive informalities or defects in the Bid or to accept such Bid, if it shall deem to be in the best interest of the County.

Awards should be made approximately sixty (60) business days after the Bid opening date. Results may be obtained by viewing the Williamson County vendor portal at the following link:

<http://www.wilco.org/CountyDepartments/Purchasing/SearchforaPastBid/tabid/5213/language/en-US/Default.aspx>

3.11 RESPONSIBILITY

It is expected that a prospective Bidder will be able to affirmatively demonstrate responsibility. A prospective Bidder should be able to meet the following requirements:

- A. Have adequate financial resources, or the ability to obtain such resources as required;
- B. Be able to comply with the required or proposed delivery schedule;
- C. Have a satisfactory record of performance that can be determined thru references provided; and
- D. Be otherwise qualified and eligible to receive an award.

The County may request representation and other information sufficient to determine the Bidder's ability to meet these minimum standards listed above.

3.12 FIRM PRICING

For unit price items, all of the items listed are to be on a "per unit" basis, stating a firm price per unit or unit quantity of each item. The Bidder must submit a firm price that must be good from the date of Bid opening for the fixed period of time set out in this IFB. Unless the IFB expressly states otherwise, this period shall be until the end of the Initial Contract Period.

Bids which do not state a fixed price, or which are subject to change without notice, will not be considered. The Court may award a Contract for the period implied or expressly stated in the lowest and best Bid.

3.13 PURCHASE ORDERS

If required by the Williamson County Purchasing Department, a purchase order(s) may be generated to the Successful Bidder for goods and/or services. If a purchase order is issued, the purchase order number must appear on all itemized invoices and/or requests for payment.

3.14 SILENCE OF SPECIFICATIONS

The apparent silence of these specifications as to any detail or to the apparent omission from it of a

detailed description concerning any point, shall be regarded as meaning that only the best practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

3.15 REFERENCES

The County may require the Bidder to supply a list of at least three (3) references where like services and/or goods have been supplied by their firm within the past five (5) years, to include names, titles, phone numbers and email addresses of key personnel, and dates of performance.

The County may contact some or all of the references in order to determine the Respondent performance record on work similar to that described in this RFP. The County reserves the right to contact references other than those provided in the response and to use the information gained from them in the evaluation process.

References, if requested, should be provided in accordance with this IFB. Bid may not be deemed complete without the inclusion of requested references.

SECTION 4 - TERMS AND CONDITIONS

4.1 VENUE AND GOVERNING LAW

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

4.2 INCORPORATION BY REFERENCE AND PRECEDENCE

- A. The Contract shall be derived from the IFB and its Addenda (if applicable), and the Bidder's Bid. In the event of a dispute under the Contract, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence:
 - 1. The IFB and its Addenda (if applicable); and
 - 2. The Bidder's Bid.
- B. In the event the County requires that an Ensuing Agreement be executed following award and a dispute arises between the terms and conditions of the Ensuing Agreement, the IFB and its Addenda (if applicable), and the Bidder's Bid, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence:
 - 1. Terms and conditions of the Ensuing Agreement;
 - 2. The IFB its Addenda; and
 - 3. The Bidder's Bid.

4.3 OWNERSHIP OF BID

Each Bid shall become the property of the County upon submittal and will not be returned to Bidders unless received after the submittal deadline.

4.4 DISQUALIFICATION OF BIDDER

Upon signing and submittal of the Bid, a Bidder offering to sell supplies, materials, services, or equipment to the County, certifies that the Bidder has not violated the antitrust laws of the State of Texas codified in Business & Commerce Code, Section 15.01, or the Federal Antitrust Laws, and has not communicated directly or indirectly the offer made to any competitor or any other person engaged in such line of business. Any or all Bids may be rejected if the County believes that collusion exists among the Bidders.

4.5 FUNDING

The County intends to budget and make sufficient funds available and authorize funds for expenditure to finance the costs of the Contract. All Bidders understand and agree that the County's payment of amounts under the Contract shall be contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to make payments under this Contract.

4.6 ASSIGNMENT, SUCCESSORS AND ASSIGNS

The Successful Bidder may not assign, sell, or otherwise transfer the Contract or any other rights or interests obtained under the Contract without written permission of the Commissioners Court. The Contract and any Ensuing Agreement(s) shall be binding upon and inure to the benefit of the contracting parties hereto and their respective successors and permitted assigns.

4.7 IMPLIED REQUIREMENTS

Products or services not specifically described or required in the IFB, but are necessary to provide the functional capabilities described by the Bidder, shall be implied and deemed to be included in the Bid.

4.8 TERMINATION

- A. Termination for Cause:** The County reserves the right to terminate the Contract and/or any Ensuing Agreement(s) for default if the Successful Bidder breaches any of the Bid specifications, terms and conditions, including warranties of the Bidder, if any, or if the Successful Bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies the County may have at law or in equity or as may otherwise provided hereunder. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all other requirements to the County's satisfaction, and/or to meet all other obligations and requirements.
- B. Termination for Convenience:** The County may terminate the Contract and/or any Ensuing Agreement(s) for convenience and without cause or further liability, upon no less than thirty (30) calendar days written notice to the Successful Bidder. The County reserves the right to extend this period if it is in the best interest of the County. In the event the County exercises its right to terminate without cause, it is understood and agreed that only the amounts due to the Successful Bidder for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for the County termination for convenience.

4.9 NON-PERFORMANCE

It is the objective of the County to obtain complete and satisfactory performance of the requirements set forth herein. In addition to any other remedies available at law, in equity or that may be set out herein, failure to perform may result in a deduction of payment equal to the amount of the goods and/or services that were not provided and/or performed to the County's satisfaction.

In the event of such non-performance, the County shall have the right, but shall not be obligated, to complete the services itself or by others and/or purchase the goods from other sources. If the County elects to acquire the goods or perform the services itself or by others, pursuant to the foregoing, the Successful Bidder shall reimburse the County, within ten (10) calendar days of demand, for all costs incurred by the County (including, without limitation, applicable, general, and administrative expenses, and field overhead, and the cost of necessary equipment, materials, and field labor) in correcting the nonperformance which the Successful Bidder fails to meet pursuant to the requirements set out herein. In the event the Successful Bidder refuses to reimburse the County as set out in this provision, the County shall have the right to deduct such reimbursement amounts from any amounts that may be then owing or that may become owing in the future to the Successful Bidder.

4.10 PROPRIETARY INFORMATION AND THE TEXAS PUBLIC INFORMATION ACT

All material submitted to the County shall become public property and subject to the Texas Public Information Act upon receipt. If a Bidder does not desire proprietary information in the Bid to be

disclosed, each page must be clearly identified and marked proprietary at time of submittal or, more preferably, all proprietary information may be placed in a folder or appendix and be clearly identified and marked as being proprietary. Failure to clearly identify and mark information as being proprietary as set forth under this provision will result in all unmarked information being deemed non-proprietary and available to the public. For all information that has not been clearly identified and marked as proprietary by the Bidder, the County may choose to place such information on the County's website and/or a similar public database without obtaining any type of prior consent from the Bidder.

The County will, to the extent allowed by law, endeavor to protect from public disclosure the information that has been identified and marked as proprietary. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General.

To the extent, if any, that any provision in this IFB or in the Bidder's Bid is in conflict with Texas Government Code, Chapter 552, as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood, and agreed, that the County, and its officers and employees, may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to the County as to whether or not the same are available to the public. It is further understood that the County, and its officers and employees, shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that the County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to the County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

4.11 RIGHT TO AUDIT

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

4.12 TESTING AND INSPECTIONS

The County reserves the right to inspect and test equipment, supplies, materials and goods for quality and compliance with this IFB, and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the County can deem the Bidder to be in breach and terminate the Contract and/or any Ensuing Agreement(s).

4.13 BID PREPARATION COSTS

The cost of developing Bids is the sole responsibility of the Bidders and shall not be charged to the County. There is no expressed or implied obligation for the County to reimburse the Bidders for any expense incurred in preparing a Bid in response to this IFB and the County will not reimburse the Bidders for such expenses.

4.14 INDEMNIFICATION

The Successful Bidder shall indemnify, defend and save harmless, the County, its officials, employees, agents and agent's employees from, and against, all claims, liability, and expenses including reasonable attorneys' fees, arising from activities of the Bidder, its agents, servants or employees, performed

hereunder that result from the negligent act, error, or omission of the Bidder or any of the Bidder agents, servants or employees, as well as all claims of loss or damage to the Bidder's and the County property, equipment, and/or supplies.

Furthermore, the County, its officials, employees, agents and agents' employees shall not be liable for damages to the Successful Bidder arising from any act of any third party, including, but not limited to, theft. The Successful Bidder further agrees to indemnify, defend and save harmless, the County from its officials, employee, agents and agents' employees against all claims of whatever nature arising from any accident, injury, or damage whatsoever, caused to any person, or the property of any person, occurring in relation to the Successful Bidder's performance of any services requested hereunder during the term of the Contract and/or any Ensuing Agreement(s).

The Successful Bidder shall timely report all claims, demands, suits, actions, proceedings, liens or judgements to the County and shall, upon the receipt of any claim, demand, suit, action, proceeding, lien or judgement, not later than the fifteenth (15th) day of each month; provide the County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of the County required by the Successful Bidder in the defense of each matter. The Successful Bidder's duty to defend, indemnify and hold the County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of the Contract and/or any Ensuing Agreement(s), unless otherwise agreed by the County in writing. The provisions of this section shall survive the termination of the Contract and shall remain in full force and effect with respect to all such matters no matter when they arise.

In the event of any dispute between the parties, as to whether a claim, demand, suit, action, proceeding, lien or judgement, that appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of the County, the Bidder shall nevertheless fully defend such claim, demand, suit or action, proceeding, lien or judgement, until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of the Bidder are not an issue in the matter.

The Successful Bidder's indemnification shall cover, and the Successful Bidder agrees to, indemnify the County, in the event the County is found to have been negligent for having selected the Successful Bidder to perform the work described in this request. The provision by the Successful Bidder of insurance shall not limit the liability of the Successful Bidder under the Contract and/or any Ensuing Agreement(s).

4.15 WAIVER OF SUBROGATION

The Successful Bidder and the Successful Bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against the County as an indirect party to any suit arising out of personal or property damages resulting from the Bidder's performance under this Contract and any Ensuing Agreement(s).

4.16 RELATIONSHIP OF THE PARTIES

The Successful Bidder shall be an independent contractor and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions herein which may appear to give the County the right to direct the Successful Bidder as to details of doing work herein covered, or to exercise a measure of control over the work, shall be deemed to mean that the Successful Bidder shall follow the desires of the County in the results of the work only. The County shall not retain or have the right to control the Successful Bidder's means, methods or details pertaining to the Successful Bidder's performance of the work. The County and the Successful Bidder hereby agree and declare that the Successful Bidder is an independent contractor and as such meets the qualifications of an "Independent Contractor" under Texas Workers Compensation Act, Texas Labor Code, Section 406.141, that the Successful Bidder is not an employee of the County, and that the Successful Bidder and its employees, agents and subcontractors shall not be entitled to workers compensation coverage or any other type of insurance coverage held by the County.

4.17 SOLE PROVIDER

The Successful Bidder agrees and acknowledges that it shall not be considered a sole provider of the goods and/or services described herein and that the County may contract with other providers of such goods and/or services if the County deems, at its sole discretion, that multiple providers of the same goods and/or services will serve the best interest of the County.

4.18 FORCE MAJEURE

If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

4.19 SEVERABILITY

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

4.20 EQUAL OPPORTUNITY

Neither party shall discriminate against any employee or applicant for employment because of race, color, sex, religion or national origin.

4.21 NOTICE

Any notice to be given shall be in writing and may be distributed by personal delivery, or by registered or certified mail, return receipt requested, addressed to the proper party, at the following address:

The County: Williamson County Purchasing Department
Attn: Purchasing Agent
901 South Austin Avenue
Georgetown, Texas 78626

The Bidder: Address set out in Bidder's Transmittal Letter.

Notices given in accordance with this provision shall be effective upon (1) receipt by the party to which notice is given, or (2) on the third (3rd) calendar day following mailing, whichever occurs first.

4.22 SALES AND USE TAX EXEMPTION

The County is a body, corporate and politic, under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code, Section 151.309, as amended, and the services and/or goods subject hereof are being secured for use by the County.

4.23 COMPLIANCE WITH LAWS

The County and the Successful Bidder shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of the Contract and any Ensuing Agreement(s), including, without limitation, Workers' Compensation laws, salary and wage statutes and regulations, licensing laws and regulations. When required, the Successful Bidder shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

4.24 INCORPORATION OF EXHIBITS, APPENDICES AND ATTACHMENTS

All of the Exhibits, Appendices and Attachments referred to herein are incorporated by reference as if set forth verbatim herein. Any conflicting terms in the Contract documents will be resolved at the sole discretion of the Commissioners Court.

4.25 NO WAIVER OF IMMUNITIES

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

4.26 NO WAIVER

The failure or delay of any party to enforce at any time or any period of time any of the provisions of this IFB, the Contract or any Ensuing Agreement(s) shall not constitute a present or future waiver of such provisions nor the right of either party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of or excuse for any other, different or subsequent breach.

4.27 CURRENT REVENUES

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

4.28 FOB DESTINATION

To the extent applicable to this IFB, all of the items listed are to be Free On Board to final destination (FOB Destination) with all transportation charges if applicable to be included in the Bid, unless otherwise specified in the Invitation for Bids. The title and risk of loss of the goods shall not pass to the County until receipt and acceptance takes place at the FOB Destination point.

4.29 BINDING EFFECT

This Contract and any Ensuing Agreement(s) shall be binding upon and inure to the benefit of the parties

and their respective permitted assigns and successors.

4.30 ASSIGNMENT

The Successful Bidder's interest and duties hereunder may not be assigned or delegated to a third party without the express written consent of the County.

4.31 SAFETY

The Successful Bidder is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with any services to be provided hereunder. The safety program shall comply with all applicable requirements of the current federal Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations.

4.32 GENERAL OBLIGATIONS AND RELIANCE

The Successful Bidder shall perform all services and/or provide all goods, as well as those reasonably inferable and necessary for completion and provision of services and/or goods required hereunder. The Successful Bidder shall keep the County informed of the progress and quality of the services. The Successful Bidder agrees and acknowledges that the County is relying on the Successful Bidder's represented expertise and ability to provide the goods and/or services described herein. The Successful Bidder agrees to use its best efforts, skill, judgment, and abilities to perform its obligations in accordance with the highest standards used in the profession and to further the interests of the County accordance with the County's requirements and procedures. The Successful Bidder's duties, set forth herein, shall at no time be in any way diminished by reason of any approval by the County, nor shall the Successful Bidder be released from any liability by reason of such approval by the County, it being understood that the County at all times is ultimately relying upon the Successful Bidder's skill and knowledge in performing the services and providing any goods required hereunder.

4.33 ESTIMATED QUANTITIES

To the extent applicable to this IFB, the estimated quantity of each item listed in this IFB is only estimate; the actual quantity to be purchased may be more or less. The County is not obligated purchase any minimum amount, and the County may purchase any reasonable amount greater than the estimate for the same unit price. Any limit on quantities available must be stated expressly in the Bid.

4.34 CONTRACTUAL DEVELOPMENT

The contents of the IFB and the Successful Bidder's Bid will become an integral part of the Contract, but may be modified, at the County's sole discretion, by provisions of an Ensuing Agreement. Therefore, the Bidder must agree to an inclusion of an Ensuing Agreement of the Bid specifications, terms and conditions of this IFB. If an Ensuing Agreement is required under this IFB, information relative to the Agreement will be located in the Special Provisions Section of this IFB.

4.35 SURVIVABILITY

All applicable agreements that were entered into between the Successful Bidder and the County, under the terms and conditions of the Contract and/or any Ensuing Agreement(s), shall survive the expiration or termination thereof for ninety (90) days unless a new contract has been awarded.

The County may exercise, by written notice to the Successful Bidder no later than ten (10) calendar days of the Contract expiration, this clause for emergencies only.

4.36 AIR QUALITY

In determining the overall best Bid, the County may, to the extent applicable, exercise the option granted to local governments under the Texas Local Government Code, Section 271.907.

This option allows the County to evaluate Bids and give preference to goods and/or services of a Bidder that demonstrates that the Bidder meets or exceeds any and all state or federal environmental standards, including voluntary standards, relating to air quality. If the Bid being submitted will have an effect on air quality for the County (as it relates to any state, federal, or voluntary air quality standard), then the Bidder is encouraged to provide information in narrative indicating the anticipated air quality impact. All Bidders are expected to meet all mandated state and federal air quality standards.

4.37 ENTIRE AGREEMENT

The Contract and any Ensuing Agreement(s) shall supersede all prior Agreements, written or oral between the Successful Bidder and the County and shall constitute the entire Agreement and understanding between the parties with respect to the services and/or goods to be provided. Each of the provisions herein shall be binding upon the parties and may not be waived, modified, amended or altered, except by writing signed by the Successful Bidder and the County.

4.38 PAYMENT

The County's payment for goods and services shall be governed by the Texas Government Code, Chapter 2251. An invoice shall be deemed overdue the thirty-first (31st) day after the later of the following:

- A. The date the County receives the goods under the Contract;
- B. The date the performance of the service under the Contract is completed; or
- C. The date the Williamson County Auditor receives an invoice for the goods or services.

Interest charges for any overdue payments shall be paid by the County in accordance with Texas Government Code, Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of the County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one (1) percent, and the prime rate published in the Wall Street Journal on the first (1st) day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

In the event that an error appears in an invoice submitted by the Successful Bidder, the County shall notify the Successful Bidder of the error not later than the twenty-first (21st) day after the date the County receives the invoice. If the error is resolved in favor of the Successful Bidder, the Successful Bidder shall be entitled to receive interest on the unpaid balance of the invoice submitted by the Successful Bidder beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of the County, the Successful Bidder shall submit a corrected invoice that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by the Texas Government Code, Chapter 2251, if the corrected invoice is not paid by the appropriate date.

As a minimum, invoices shall include:

- A. Name, address, and telephone number of the Successful Bidder and similar information in the event the payment is to be made to a different address.
- B. The County Contract, Purchase Order.
- C. Identification of items or service as outlined in the Contract.

- D. Quantity or quantities, applicable unit prices, total prices and total amount.
- E. Any additional payment information which may be called for by the Contract.

Payment inquiries should be directed to the following address:

Williamson County Auditor's Office, Accounts Payable Department
Email: accountspayable@wilco.org
Phone: 512-943-1500

4.39 CONTRACTUAL FORMATION AND ENSUING AGREEMENT

The IFB and the Bidder's Bid, when properly accepted by the Commissioners Court, shall constitute a Contract equally binding between the Successful Bidder and the County.

If an Ensuing Agreement is required by this IFB, that information will be provided in Special Provisions section of this IFB. The Successful Bidder shall be required to execute the Agreement at the Williamson County Purchasing Department approximately ten (10) calendar days after the Successful Bidder is notified of award. The Ensuing Agreement shall be in the same form as the Agreement which is attached to the end of this IFB. The only anticipated changes in the Ensuing Agreement will be to include additional exhibits, to fill in blanks to identify the Successful Bidder, and terms relating to the compensation, or to revise the Agreement to accommodate corrections, changes in the scope of services, or changes pursuant to Addenda issued. **Bidders should raise any questions regarding the terms of the Agreement in the form of written questions or submittals as described in the Public Announcement and General Information portion of this IFB.** Because the signed Ensuing Agreement will be substantively and substantially derived from the attached Agreement, each Bidder is urged to seek independent legal counsel as to any questions about the terms, conditions or provisions contained in the Agreement *before* submitting a Bid. Again, the attached Agreement, if applicable, contains important legal provisions and is considered part and parcel of this IFB. Failure or refusal to sign aforesaid Agreement shall be grounds for the County to revoke any award which has been issued, forfeit Bid security, if applicable, and select another Bidder.

4.40 COOPERATIVE PURCHASING PROGRAM

During the term of the Contract resulting from this IFB, the County would like to afford the same prices, terms and conditions to other political subdivisions or public entities. Another entity's participation in the Contract resulting from this IFB is subject to a properly authorized Purchasing Cooperative Inter-local Agreement with the County. Any liability created by purchase orders issued against the Contract shall be the sole responsibility of the governmental agency placing the order.

4.41 INSURANCE REQUIREMENTS

To the extent applicable Insurance information will appear in the Additional Stipulations section that is in this IFB Package.

4.42 BIDDERS BOND, WARRANTY BOND, PERFORMANCE AND PAYMENT BONDS

To the extent applicable Bond information will appear in the Additional Stipulations section that is in this IFB Package.

4.43 LEGAL LIABILITY INFORMATION

The Successful Bidder shall disclose all legal liability information by listing any pending litigation anticipated litigation that your firm is involved in including, but not limited to, potential or actual legal matters with private parties and any local, state, federal or international governmental entities. The County reserves the right to consider legal liability information in the recommendation of any proposed

contract to the Commissioners Court.

4.44 INCLEMENT WEATHER

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a Bid submission deadline, the Bid closing will automatically be postponed until the next business day the County is open. If inclement weather conditions or any other unforeseen event causes delays in carrier service operations, the County may issue an Addendum to all known Bidders interested in the project to extend the deadline. It will be the responsibility of the Bidder to notify the County of their interest in the project if these conditions are impacting their ability to turn in a submission within the stated deadline. The County reserves the right to make the final judgement call to extend any deadline.

4.45 CONFIDENTIALITY

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

Hauling Bid Tab**Company:**

ITEM #	DESCRIPTION	UNIT	UNIT PRICE
1	Hauling, 0.0 to 5.5 Miles (Mile Minimum)	TON	
	Hauling, 5.6 to 10.0 Miles (Mile Minimum)	TON	
	Hauling, 10.1 to 15.0 Miles (Mile Minimum)	TON	
	Hauling, 15.1 to 46.0 Miles (A mileage chart may be attached showing prices for 15 plus miles)	TON-MILE	
	Hauling, 46.1 Miles and over (A mileage chart may be attached showing prices for 15 plus miles)	TON-MILE	
	Belly Dump	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	End Dump	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	12 yd Bob Tail	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	8 yd Bob Tail	<input type="checkbox"/> YES <input type="checkbox"/> NO	

*Unit price shall be based on fully loaded truck.

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:	<div style="border: 1px solid black; height: 20px;"></div>
Address of Bidder:	<div style="border: 1px solid black; height: 20px;"></div>
Email:	<div style="border: 1px solid black; height: 20px;"></div>
Telephone:	<div style="border: 1px solid black; height: 20px;"></div>
Printed Name of Person Submitting Affidavit:	<div style="border: 1px solid black; height: 20px;"></div>
Signature of Person Submitting Affidavit:	<div style="border: 1px solid black; height: 20px;"></div>

Cooperative Purchasing Program

Check one of the following options below. A non-affirmative Bid will in no way have a negative impact on the County's evaluation of the Bid.

<input type="checkbox"/>	I will offer the quoted prices to all authorized entities during the term of the County's Contract.
<input type="checkbox"/>	I will not offer the quoted prices to all authorized entities.

If no box is checked, the Bidder agrees to make best efforts in good faith to offer the quoted prices to all authorized entities.

BEFORE ME, the undersigned authority, a Notary Public, personally appeared
(Name of Signer), who after being by me duly sworn, did depose and say: "I, ,
(Name of Signer) am a duly authorized officer of/agent for *(Name of Bidder)* and
have been duly authorized to execute the foregoing on behalf of the said *(Name of Bidder)*.

SUBSCRIBED AND SWORN to before me by the above-named
on this the day of , 20.

Notary Public in and for

The State of

The County of

SIGNATURE AND NOTARY NOT REQUIRED IF COMPLETING IN BIDSYNCH ELECTRONICALLY.

Bidder References

List the last (3) companies or governmental agencies, where the same or similar goods and/or services as contained in this IFB package, were recently provided by Bidder.

Reference 1

Client Name:

Location:

Contact Name:

Title:

Phone:

E-mail

Contract Date To:

Contract Date From:

Contract Value: \$

Scope of Work:

	5
	6

Reference 2

Client Name:

Location:

Contact Name:

Title:

Phone:

E-mail

Contract Date To:

Contract Date From:

Contract Value: \$

Scope of Work:

	5
	6

Reference 3

Client Name:	Location:
<input type="text"/>	<input type="text"/>

Contact Name:	Title:
<input type="text"/>	<input type="text"/>

Phone:	E-mail
<input type="text"/>	<input type="text"/>

Contract Date To:	Contract Date From:	Contract Value: \$
<input type="text"/>	<input type="text"/>	<input type="text"/>

Scope of Work:
<div><div></div><div>5</div><div>6</div></div>

Question and Answers for Bid #1707-177 - Hauling

Overall Bid Questions

There are no questions associated with this bid.

Commissioners Court - Regular Session**40.****Meeting Date:** 07/25/2017

Approve Advertisement RFP 1707-176 Interpretive Center

Submitted For: Randy Barker**Submitted By:** Thomas Skiles, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed proposals for Interpretive Planning & Exhibits for the River Ranch County Park Interpretive Center, under RFP # 1707-176.

Background

Williamson County is seeking qualified companies to provide an Interpretive Master Plan and to develop exhibits for the River Ranch Interpretive Center once constructed. The Interpretive Center at River Ranch County Park will highlight and celebrate the Hill Country landscape and heritage. The Center will evoke emotional and intellectual responses to connections with the natural, cultural, geological, hydrological, and historical beauty of this former ranchland. These connections and relationships will be revealed to visitors through experiences with objects, artifacts, exhibits, sites, landscapes, and people.

The Interpretive Center is intentionally located within the 1,011-acre park in close proximity to a day use area and equestrian staging area which will promote a multi-faceted visitor experience for people of all ages. In addition, the facility can also serve as a hub and meeting place for the park's extensive trail network and diversity of camping experiences.

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsRFP Packet

Form Review**Inbox**

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Thomas Skiles
Final Approval Date: 07/20/2017

Reviewed By

Randy Barker
Wendy Coco

Date

07/20/2017 08:49 AM
07/20/2017 09:52 AM
Started On: 07/19/2017 01:15 PM

Solicitation 1707-176

Interpretive Planning & Exhibits River Ranch County Park Interpretive Center

Bid Designation: Public



Williamson County, Texas

Bid 1707-176**Interpretive Planning & Exhibits River Ranch County Park Interpretive Center**

Bid Number	1707-176
Bid Title	Interpretive Planning & Exhibits River Ranch County Park Interpretive Center
Bid Start Date	In Held
Bid End Date	Aug 21, 2017 3:00:00 PM CDT
Question & Answer End Date	Aug 18, 2017 5:00:00 PM CDT
Bid Contact	Blake Skiles Purchasing Specialist III 512-943-1478 blake.skiles@wilco.org
Contract Duration	18 months
Contract Renewal	Not Applicable
Prices Good for	18 months
Bid Comments	<p>REQUEST FOR PROPOSALS</p> <p>INTERPRETIVE MASTER PLAN AND EXHIBIT DEVELOPMENT FOR RIVER RANCH COUNTY PARK INTERPRETIVE CENTER</p> <p>INTRODUCTION AND BACKGROUND</p> <p>The Interpretive Center at River Ranch County Park will highlight and celebrate the Hill Country landscape and heritage. The Center will evoke emotional and intellectual responses to connections with the natural, cultural, geological, hydrological, and historical beauty of this former ranchland. These connections and relationships will be revealed to visitors through experiences with objects, artifacts, exhibits, sites, landscapes, and people.</p> <p>The Interpretive Center is intentionally located within the 1,011-acre park in close proximity to a day use area and equestrian staging area. The intentional proximity of these programmatic elements will promote a multi-faceted visitor experience for people of all ages. In addition, the facility can also serve as a hub and meeting place for the park's extensive trail network and diversity of camping experiences.</p> <p>SCOPE OF WORK</p> <p>Project Goals</p> <p>Interpretive Planning Charrette</p> <ul style="list-style-type: none"> • Facilitate a one (1) day interpretive planning charrette that identifies and describes the significant natural, cultural, historical, geological, hydrological/riparian, and/or recreational resources at the park. • Involve interested staff, stakeholders, and constituencies in the interpretive planning charrette process. • Develop major interpretive themes and content for exhibits from interpretive planning charrette. <p>Exhibit Design</p> <ul style="list-style-type: none"> • Utilize major interpretive themes and content to tell the park story through professionally designed, developed, fabricated, constructed, and installed exhibits. Exhibits are defined as an array of cues, (visual, auditory, sensory) that are purposely brought together within a defined boundary for a desired effect. • The following should be included when considering exhibits: <ul style="list-style-type: none"> o Exhibit layout, structure, support, and mobility (so area can be multi-functional) o Exhibit content, design, graphics, and storylines o Exhibit millwork o Artifact mounts o Story board design and content o Multi-media (including specifications, acquisition, installation) if part of exhibits plan o Integrated/in-cabinet lighting as required (if part of exhibits plan) o Self-guided, accessible outdoor exhibits o Interpretive signage, wayside panels

- Utilize any other specialty services required to realize design, labor and fabrication, delivery and installation, and one (1) year warranty of the items above.
- Ensure that final design and installation of related exhibits are achievable and within budget.
- Coordinate with architectural consultant (where/when possible) to ensure that exhibits, story boards, signage and wayside panels complement the scope, content, size, and location of the Interpretive Center, to include visitor flow in the exhibit area(s).
- Consider mobility of exhibits to permit multi-use function of space
- Develop proposed project methodology, work plan, schedule, and budget.

General Experience Summary

The Interpretive Center at River Ranch County Park has the potential to cover many interpretive themes for the visiting public, constituent groups, and school groups. Visitors will park on site or walk from nearby parking areas or other facilities. Upon entry, an initial experience, such as an iconic exhibit element or specimen should welcome them. General interpretive themes should include natural, cultural, historical, geotechnical, hydrological/riparian, and/or recreational aspects of River Ranch County Park (and adjacent areas as appropriate). Recently completed surveys (topographical/tree, geological, cultural/historical, and environmental) are available as resources to assist in development of major interpretive themes. Additionally, it is anticipated that a variety of materials (artifacts, farm implements, oral histories, new specimens, and related items) will be used (or may be acquired through time) to help highlight the interpretive experience. The Interpretive Center will be approximately 3100 square feet, with 1500 Square feet of exhibit space, 600 square feet of classroom space for public programs and school groups, 270 square feet of conference room space, and 130 square feet of office space. The classroom will be able to support a school group of 20-30 students. An outdoor amphitheater is also planned for interpretive programming. Several existing buildings and ranch related facilities can also be considered with the development of the interpretive theme of this project as well.

Item Response Form

Item 1707-176--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 1707-176

Interpretive Planning & Exhibits River Ranch County Park Interpretive
Center

**PROPOSALS MUST BE RECEIVED ON OR BEFORE:
Aug 21, 2017 3:00:00 PM CDT**

**PROPOSAL WILL BE PUBLICLY OPENED:
Aug 21, 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 monies, etc.); or

- B. Has a value of at least \$1,000,000.

By January 1, 2016, the Texas Ethics Commission will make available on its website, a new filing application that must be used to file Form 1295. Information regarding how to use the filing application is available on the Texas Ethics Commission website at the following link:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

A Respondent must:

- A. Use the online application to process the required information on Form 1295.
- B. Print a copy of the form which will contain a unique certification number.
- C. An authorized agent of the Respondent must sign the printed copy of the form.
- D. Have the form notarized.
- E. File the completed Form 1295 and certification of filing (scanning and emailing form is sufficient) with Williamson County Purchasing Agent at the time the signed Contract is submitted for approval.

After the Commissioners Court award of the contract, the County shall notify the Texas Ethics Commission, using the Texas Ethics Commission's filing application, of the receipt of the filed Form 1295 and certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The Texas Ethics Commission will post the completed Form 1295 to its website within seven business days after receiving notice from the County.

2.7 PROPOSAL SUBMITTAL DEADLINE

The Proposal is due no later than the submittal date and time set forth in the Public Announcement and General Information listed in this RFP package. Contents of each Proposal shall be submitted in accordance with this RFP.

2.8 ETHICS

The Respondent shall not accept or offer gifts or anything of value, nor enter into any business arrangement with any employee, official or agent of the County.

2.9 DELIVERY OF PROPOSALS

The County uses BidSync to distribute and receive bids and Proposals. It is preferred that Proposals be submitted electronically through BidSync; however, Respondents can submit a hard copy.

Refer to www.bidsync.com for further information on how to submit electronically.

If mailed or delivered in person, Proposal and Proposal Addenda are to be delivered in sealed envelope on or before the submittal deadline, as noted in the Public Announcement and General Information listed in this RFP package, to:

Williamson County Purchasing Department

Attn: **Proposal Name and Number**

901 South Austin Avenue
Georgetown, Texas 78626

Also, all Respondents should list their Name and Address, and the Date of the Proposal opening on the outside of the box or envelope and note "Sealed Proposal Enclosed." Williamson County will not accept any Proposals after the submittal deadline, and shall return such Proposals unopened to the Respondent. The County will not accept any responsibility for Proposals being delivered by third party carriers.

Proposals will be opened publicly; however, in a manner to avoid public disclosure of contents, only names of Respondents will be read aloud: no pricing will be announced at the opening.

SECTION 3 - INSTRUCTIONS AND GENERAL REQUIREMENTS

3.1 INSTRUCTIONS

Read this document carefully, and follow all instructions and requirements. All Respondents are responsible for fulfilling all requirements and specifications. Be sure to have a clear understanding of this RFP.

General requirements apply to all advertised RFPs; however, these may be superseded, in whole or in part, by the proposal specifications, Addenda and modifications issued as a part of this RFP. Be sure your Proposal package is complete.

3.2 AMBIGUITY, CONFLICT, OR OTHER ERRORS IN THIS RFP

If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in this RFP, the Respondent shall immediately notify the County Purchasing Department of such error in writing and request modification or clarification of the document.

Modifications will be made by issuing Addenda. If the Respondent fails to notify the County prior to the date and time fixed for submission of Proposals of an error or ambiguity in the RFP known to the Respondent, or an error or ambiguity that reasonably should have been known to the Respondent, then the Respondent shall be deemed to have waived the error or ambiguity or its later resolution.

The County may also modify the RFP, no later than forty-eight (48) hours prior to the date and time fixed for submission of Proposals, by issuance of an Addendum. All Addenda will be numbered consecutively, beginning with one (1).

3.3 NOTIFICATION OF MOST CURRENT ADDRESS

All Respondents in receipt of this RFP shall notify the Williamson County Purchasing Department of any address changes, contact person changes, and/or telephone number changes no later than forty-eight (48) hours prior to the date and time fixed for submission of Proposals.

3.4 SIGNATURE OF RESPONDENT

A Transmittal Letter, which shall be considered an integral part of the Proposal as stated in Section 2.3, Transmittal Letter, shall be signed by an individual who is authorized to bind the Respondent contractually.

- A. If the Respondent is a Corporation or Limited Liability Company, the legal name of the Corporation or Limited Liability Company shall be provided together with the signature of the officer or officers authorized to sign on behalf of such entity.
- B. If the Respondent is a General Partnership, the true name of the firm shall be provided with the signature of each partner authorized to sign.
- C. If the Respondent is a Limited Partnership, the name of the Limited Partner's General Partner shall be provided with the signature of the officer authorized to sign on behalf of the General Partner.
- D. If the Respondent is a Sole Proprietor(s) (individual), each Sole Proprietor(s) shall sign.
- E. If signature is by an agent, other than the Sole Proprietor(s) or an officer of a Corporation, Limited

Liability Company, General Partner or a member of a General Partnership, a power of attorney equivalent document must be submitted to the Williamson County Purchasing Department.

3.5 ASSUMED BUSINESS NAME

If the Respondent operates business under an Assumed Business Name, the Respondent must have file with the Williamson County Clerk a current Assumed Name Certificate and provide a file marked copy of same prior to contract award.

3.6 ECONOMY OF PRESENTATION

Proposals should not contain promotional or display materials, except as they may directly answer in whole or in part questions contained in the RFP. Such exhibits shall be clearly marked with the applicable reference number of the question in the RFP. Proposals must address the technical requirements as specified in the RFP. All questions posed by the RFP must be answered concisely and clearly. Proposals that do not address each criterion may be, at the sole discretion of the County, rejected and not considered.

3.7 PROPOSAL OBLIGATION

The contents of the RFP, Proposal, and any clarification thereof submitted by the Successful Respondent shall become part of the contractual obligation and incorporated by reference into the Contract and any Ensuing Agreement(s).

3.8 COMPLIANCE WITH RFP SPECIFICATIONS

It is intended that this RFP describe the requirements and the Proposal format in sufficient detail to secure comparable Proposal. Failure to comply with all provisions of the RFP may, at the sole discretion of the County, result in disqualification.

3.9 EVALUATION

The County reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFP process) that might affect the County's judgment as to the appropriateness of award to the best evaluated Respondent. This information may be appended to the Proposal evaluation process results. Information on a Respondent from reliable sources, and not within the Respondent Proposal, may also be noted and made part of the evaluation file. The County shall have sole discretion for determining the reliability of the source. The County reserves the right to conduct written and/or oral discussions/interviews after the Proposal opening. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award that is in the best interest of the County.

3.10 WITHDRAWAL OF PROPOSAL

The Respondent may withdraw its Proposal by submitting a written request with the company letterhead and the signature of an authorized individual, as described in Section 3.4, Signature of Respondent, to the Williamson County Purchasing Department any time prior to the submission deadline.

The Respondent may submit a new Proposal prior to the deadline. Alterations of the Proposal in any manner will not be considered if submitted after the deadline. Withdrawal of a Proposal after the deadline will be subject to written approval of the Williamson County Purchasing Agent.

3.11 RESPONSIBILITY

It is expected that a Respondent will be able to affirmatively demonstrate responsibility. A prospective Respondent should be able to meet the following requirements:

- A. Have adequate financial resources, or the ability to obtain such resources as required;
- B. Be able to comply with the required or proposed delivery schedule;
- C. Have a satisfactory record of performance that can be determined thru references provided; and
- D. Be otherwise qualified and eligible to receive an award.

The County may request representation and other information sufficient to determine the Respondent ability to meet these minimum standards listed above.

3.12 PURCHASE ORDERS

If required by the Williamson County Purchasing Department, a purchase order(s) may be generated to the Successful Respondent for goods and/or services. If a purchase order is issued, the purchase order number must appear on all itemized invoices and/or requests for payment.

3.13 SILENCE OF SPECIFICATIONS

The apparent silence of any RFP specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

3.14 REFERENCES

Respondents shall furnish a list of contracts where similar responsibilities and goods and/or services have been required and/or performed for the past five (5) years, to include names, titles, phone numbers and email addresses of reference contacts, contract numbers and dates of performance.

Also, Respondents shall include a list of any contracts that have been cancelled or terminated within the last five (5) years, along with an explanation of the cancellation and the names, email address and phone number of a reference person with that institution.

The County may contact some or all of the references in order to determine the Respondent performance record on work similar to that described in this RFP. The County reserves the right to contact references other than those provided in the response and to use the information gained from them in the evaluation process.

References should be provided in accordance with this RFP. Proposal may not be deemed complete without the inclusion of requested references.

SECTION 4 - TERMS AND CONDITIONS

4.1 VENUE AND GOVERNING LAW

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

4.2 INCORPORATION BY REFERENCE AND PRECEDENCE

- A. The Contract shall be derived from the RFP and its Addenda (if applicable), and the Respondent Proposal. In the event of a dispute under the Contract, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence:

1. The RFP and its Addenda (if applicable); and
2. The Respondent's Proposal.

- B. In the event the County requires that an Ensuing Agreement be executed following award and a dispute arises between the terms and conditions of the Ensuing Agreement, the RFP and its Addenda (if applicable), and the Respondent's Proposal, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence:

1. The terms and conditions of the Ensuing Agreement;
2. The RFP and its Addenda; and
3. The Respondent's Proposal.

4.3 OWNERSHIP OF PROPOSAL

Each Proposal shall become the property of the County upon submittal and will not be returned to Respondents unless received after the submittal deadline.

4.4 DISQUALIFICATION OF RESPONDENT

Upon signing and submittal of the Proposal, a Respondent offering to sell supplies, materials, services, or equipment to the County, certifies that the Respondent has not violated the antitrust laws of the State of Texas codified in Business & Commerce Code, Section 15.01, or the Federal Antitrust Laws, and has not communicated directly or indirectly the offer made to any competitor or any other person engaged such line of business. Any or all Proposals may be rejected if the County believes that collusion exists among the Respondents.

4.5 FUNDING

The County intends to budget and make sufficient funds available and authorize funds for expenditure to finance the costs of the Contract. All Respondents understand and agree that the County's payment of

amounts under the Contract shall be contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to make payments under this Contract.

4.6 ASSIGNMENT, SUCCESSORS AND ASSIGNS

The Successful Respondent may not assign, sell, or otherwise transfer the Contract or any other rights or interests obtained under the Contract without written permission of the Williamson County the Commissioners Court. The Contract and any Ensuing Agreement(s) shall be binding upon and inure to the benefit of the contracting parties hereto and their respective successors and permitted assigns.

4.7 IMPLIED REQUIREMENTS

Products or services not specifically described or required in the RFP, but are necessary to provide the functional capabilities described by the Respondent, shall be implied and deemed to be included in the Proposal.

4.8 TERMINATION

- A. Termination for Cause:** The County reserves the right to terminate the Contract and/or any Ensuing Agreement(s) for default if the Successful Respondent breaches any of the Proposal specifications, terms and conditions, including warranties of the Respondent, if any, or if the Successful Respondent becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies the County may have at law or equity or as may otherwise be provided hereunder. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all other requirements to the County's satisfaction, and/or to meet all other obligations and requirements.
- B. Termination for Convenience:** The County may terminate the Contract and/or any Ensuing Agreement(s) for convenience and without cause or further liability, upon no less than thirty (30) calendar days written notice to the Successful Respondent. The County reserves the right to extend this period if it is in the best interest of the County. In the event the County exercises its right to terminate without cause, it is understood and agreed that only the amounts due to the Successful Respondent for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for the County's termination for convenience.

4.9 NON-PERFORMANCE

It is the objective of the County to obtain complete and satisfactory performance of the requirements set forth herein. In addition to any other remedies available at law, in equity or that may be set out herein, failure to perform may result in a deduction of payment equal to the amount of the goods and/or services that were not provided and/or performed to the County's satisfaction.

In the event of such non-performance, the County shall have the right, but shall not be obligated, to complete the services itself or by others and/or purchase the goods from other sources. If the County elects to acquire the goods or perform the services itself or by others, pursuant to the foregoing, the Successful Respondent shall reimburse the County, within ten (10) calendar days of demand, for all costs incurred by the County (including, without limitation, applicable, general, and administrative expenses, and field overhead, and the cost of necessary equipment, materials, and field labor) in correcting the nonperformance which the Successful Respondent fails to meet pursuant to the requirements set out herein. In the event the Successful Respondent refuses to reimburse the County as set out in this provision, the County shall have the right to deduct such reimbursement amounts from any amounts that may be then owing or that may become owing in the future to the Successful Respondent.

4.10 PROPRIETARY INFORMATION AND THE TEXAS PUBLIC INFORMATION ACT

All material submitted to the County shall become public property and subject to the Texas Public Information Act upon receipt. If a Respondent does not desire proprietary information in the Proposal to be disclosed, each page must be clearly identified and marked proprietary at time of submittal or, more preferably, all proprietary information may be placed in a folder or appendix and be clearly identified and marked as being proprietary. Failure to clearly identify and mark information as being proprietary as set forth under this provision will result in all unmarked information being deemed non-proprietary and available to the public. For all information that has not been clearly identified and marked as proprietary by the Respondent, the County may choose to place such information on the County's website and/or a similar public database without obtaining any type of prior consent from the Respondent.

The County will, to the extent allowed by law, endeavor to protect from public disclosure the information that has been identified and marked as proprietary. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General.

To the extent, if any, that any provision in this RFP or in the Respondent's Proposal is in conflict with Texas Government Code, Chapter 552, as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood, and agreed, that the County, and its officers and employees, may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to the County as to whether or not the same are available to the public. It is further understood that that the County, and its officers and employees, shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that the County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to the County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

4.11 RIGHT TO AUDIT

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

4.12 TESTING AND INSPECTIONS

The County reserves the right to inspect and test equipment, supplies, materials and goods for quality and compliance with this RFP, and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the County can deem the Respondent to be in breach and terminate the Contract and/or any Ensuing Agreement(s).

4.13 PROPOSAL PREPARATION COSTS

The cost of developing Proposals is the sole responsibility of the Respondents and shall not be charged to the County. There is no expressed or implied obligation for the County to reimburse the Respondents for any expense incurred in preparing a Proposal in response to this RFP and the County will not reimburse the Respondents for such expenses.

4.14 INDEMNIFICATION

The Successful Respondent shall indemnify, defend and save harmless, the County, its officials, employees, agents and agent's employees from, and against, all claims, liability, and expenses including reasonable attorneys' fees, arising from activities of the Respondent, its agents, servants or employees, performed hereunder that result from the negligent act, error, or omission of the Respondent or any of the Respondent's agents, servants or employees, as well as all claims of loss or damage to the Respondent's and the County's property, equipment, and/or supplies.

Furthermore, the County, its officials, employees, agents and agents' employees shall not be liable for damages to the Successful Respondent arising from any act of any third party, including, but not limited to, theft. The Successful Respondent further agrees to indemnify, defend and save harmless, the County from its officials, employee, agents and agents' employees against all claims of whatever nature arising from any accident, injury, or damage whatsoever, caused to any person, or the property of any person, occurring in relation to the Successful Respondent's performance of any services requested hereunder during the term of the Contract and/or any Ensuing Agreement(s).

The Successful Respondent shall timely report all claims, demands, suits, actions, proceedings, liens or judgements to the County and shall, upon the receipt of any claim, demand, suit, action, proceeding, lien or judgement, not later than the fifteenth (15th) day of each month; provide the County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of the County required by the Successful Respondent in the defense of each matter. The Successful Respondent's duty to defend, indemnify and hold the County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of the Contract and/or any Ensuing Agreement(s), unless otherwise agreed by the County in writing. The provisions of this section shall survive the termination of the Contract and shall remain in full force and effect with respect to all such matters no matter when they arise.

In the event of any dispute between the parties, as to whether a claim, demand, suit, action, proceeding, lien or judgement, that appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of the County, the Respondent shall nevertheless fully defend such claim, demand, suit or action, proceeding, lien or judgement, until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of the Respondent are not an issue in the matter.

The Successful Respondent's indemnification shall cover, and the Successful Respondent agrees to, indemnify the County, in the event the County is found to have been negligent for having selected the Successful Respondent to perform the work described in this request. The provision by the Successful Respondent of insurance shall not limit the liability of the Successful Respondent under the Contract and/or any Ensuing Agreement(s).

4.15 WAIVER OF SUBROGATION

The Successful Respondent and the Successful Respondent's insurance carrier waive any and all rights whatsoever with regard to subrogation against the County as an indirect party to any suit arising out of personal or property damages resulting from the Respondent's performance under this Contract and any Ensuing Agreement(s).

4.16 RELATIONSHIP OF THE PARTIES

The Successful Respondent shall be an independent contractor and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions herein which may appear to give the County the right to direct the Successful Respondent as to details of doing work herein covered, or to exercise a measure of control over the work, shall be deemed to mean that the Successful Respondent shall follow the desires of the County in the results of the work only. The County shall not retain or have the right to control the Successful Respondent's means, methods or

details pertaining to the Successful Respondent's performance of the work. The County and the Successful Respondent hereby agree and declare that the Successful Respondent is an independent contractor and as such meets the qualifications of an "Independent Contractor" under Texas Workers Compensation Act, Texas Labor Code, Section 406.141, that the Successful Respondent is not an employee of the County, and that the Successful Respondent and its employees, agents and subcontractors shall not be entitled to workers compensation coverage or any other type of insurance coverage held by the County.

4.17 SOLE PROVIDER

The Successful Respondent agrees and acknowledges that it shall not be considered a sole provider of the goods and/or services described herein and that the County may contract with other providers of such goods and/or services if the County deems, at its sole discretion, that multiple providers of the same goods and/or services will serve the best interest of the County.

4.18 FORCE MAJEURE

If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

4.19 SEVERABILITY

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

4.20 EQUAL OPPORTUNITY

Neither party shall discriminate against any employee or applicant for employment because of race, color, sex, religion or national origin.

4.21 NOTICE

Any notice to be given shall be in writing and may be distributed by personal delivery, or by registered or certified mail, return receipt requested, addressed to the proper party, at the following address:

The County: Williamson County Purchasing Department
Attn: Purchasing Agent
901 South Austin Avenue
Georgetown, Texas 78626

The Respondent: Address set out in Respondent's Transmittal Letter

Notices given in accordance with this provision shall be effective upon (1) receipt by the party to which notice is given, or (2) on the third (3rd) calendar day following mailing, whichever occurs first.

4.22 SALES AND USE TAX EXEMPTION

The County is a body, corporate and politic, under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code, Section 151.309, as amended, and the services and/or goods subject hereof are being secured for use by the County.

4.23 COMPLIANCE WITH LAWS

The County and the Successful Respondent shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of the Contract and any Ensuing Agreement(s), including, without limitation, Workers' Compensation laws, salary and wage statutes and regulations, licensing laws and regulations. When required, the Successful Respondent shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

4.24 INCORPORATION OF EXHIBITS, APPENDICES AND ATTACHMENTS

All of the Exhibits, Appendices and Attachments referred to herein are incorporated by reference as if set forth verbatim herein. Any conflicting terms in the Contract documents will be resolved at the sole discretion of the Commissioners Court.

4.25 NO WAIVER OF IMMUNITIES

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

4.26 NO WAIVER

The failure or delay of any party to enforce at any time or any period of time any of the provisions of this RFP, the Contract or any Ensuing Agreement(s) shall not constitute a present or future waiver of such provisions nor the right of either party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of or excuse for any other, different or subsequent breach.

4.27 CURRENT REVENUES

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

4.28 BINDING EFFECT

This Contract and any Ensuing Agreement(s) shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

4.29 ASSIGNMENT

The Successful Respondent's interest and duties hereunder may not be assigned or delegated to a third party without the express written consent of the County.

4.30 SAFETY

The Successful Respondent is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with any services to be provided hereunder. The safety program shall comply with all applicable requirements of the current federal Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations.

4.31 GENERAL OBLIGATIONS AND RELIANCE

The Successful Respondent shall perform all services and/or provide all goods, as well as those reasonably inferable and necessary for completion and provision of services and/or goods required hereunder. The Successful Respondent shall keep the County informed of the progress and quality the services. The Successful Respondent agrees and acknowledges that the County is relying on the Successful Respondent's represented expertise and ability to provide the goods and/or services described herein. The Successful Respondent agrees to use its best efforts, skill, judgment, and abilities to perform its obligations in accordance with the highest standards used in the profession and to further the interests of the County in accordance with the County's requirements and procedures. The Successful Respondent's duties, as set forth herein, shall at no time be in any way diminished by reason of any approval by the County, nor shall the Successful Respondent be released from any liability reason of such approval by the County, it being understood that the County at all times is ultimately relying upon the Successful Respondent's skill and knowledge in performing the services and providing any goods required hereunder.

4.32 CONTRACTUAL DEVELOPMENT

The Commissioners Court may award the Contract on the basis of the initial Proposals received, without any further or additional discussions. Therefore, each initial Proposal should contain the Respondent best terms and offer. The contents of the RFP and the selected Proposal will become an integral part of the Contract, but may be modified, at Williamson County's sole discretion, by provisions of an Ensuing Agreement. Therefore, the Respondent must agree to inclusion in an Ensuing Agreement of Proposal specifications, terms and conditions of this RFP. Williamson County may, at its discretion, opt to conduct further discussions with responsible offerors and request the highest ranked firm's Best and Final Offer (BAFO).

4.33 ENTIRE AGREEMENT

The Contract and any Ensuing Agreement(s) shall supersede all prior Agreements, written or oral between the Successful Respondent and the County and shall constitute the entire Agreement and understanding between the parties with respect to the services and/or goods to be provided. Each of the provisions herein shall be binding upon the parties and may not be waived, modified, amended or altered, except by writing signed by the Successful Respondent and the County.

4.34 SURVIVABILITY

All applicable agreements that were entered into between the Successful Respondent and the County, under the terms and conditions of the Contract and/or any Ensuing Agreement(s), shall survive the expiration or termination thereof for ninety (90) days unless a new contract has been awarded.

The County may exercise, by written notice to the Successful Respondent no later than ten (10) calendar days of the Contract expiration, this clause for emergency cases only.

4.35 PAYMENT

The County's payment for goods and services shall be governed by the Texas Government Code, Chapter 2251. An invoice shall be deemed overdue the thirty-first (31st) day after the later of the following:

- A. The date the County receives the goods under the Contract;
- B. The date the performance of the service under the Contract is completed; or
- C. The date the Williamson County Auditor receives an invoice for the goods or services.

Interest charges for any overdue payments shall be paid by the County in accordance with Texas Government Code, Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of the County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one (1) percent and the prime rate published in the Wall Street Journal on the first (1st) day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

In the event that an error appears in an invoice submitted by the Successful Respondent, the County shall notify the Successful Respondent of the error not later than the twenty-first (21st) day after the date the County receives the invoice. If the error is resolved in favor of the Successful Respondent, the Successful Respondent shall be entitled to receive interest on the unpaid balance of the invoice submitted by the Successful Respondent beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of the County, the Successful Respondent shall submit a corrected invoice that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by the Texas Government Code, Chapter 2251, if the corrected invoice is not paid by the appropriate date.

As a minimum, invoices shall include:

- A. Name, address, and telephone number of the Successful Respondent and similar information in the event the payment is to be made to a different address.
- B. The County Contract, Purchase Order.
- C. Identification of items or service as outlined in the Contract.
- D. Quantity or quantities, applicable unit prices, total prices and total amount.
- E. Any additional payment information which may be called for by the Contract.

Payment inquiries should be directed to the following address:

Williamson County Auditor's Office, Accounts Payable Department
Email: accountspayable@wilco.org
Phone: 512-943-1500

4.36 CONTRACTUAL FORMATION AND ENSUING AGREEMENT

The RFP and the Respondent's Proposal, when properly accepted by the Commissioners Court, shall constitute a Contract equally binding between the Successful Respondent and the County. The Successful Respondent may be required by Williamson County to sign an additional Agreement containing terms necessary to ensure compliance with the RFP and Respondent's Proposal.

4.37 LEGAL LIABILITY INFORMATION

The Successful Respondent shall disclose all legal liability information by listing any pending litigation anticipated litigation that your firm is involved in including, but not limited to, potential or actual legal matters with private parties and any local, state, federal or international governmental entities. The County reserves the right to consider legal liability information in the recommendation of any proposed contract to the Commissioners Court.

4.38 CONFIDENTIALITY

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

4.39 INCLEMENT WEATHER

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a Proposal submission deadline, the Proposal closing will automatically be postponed until the next business day the County is open. If inclement weather conditions or any other unforeseen event causes delays in carrier service operations, the County may issue an Addendum to all known Respondents interested in the project to extend the deadline. It will be the responsibility of the Respondent to notify the County of their interest in the project if these conditions are impacting their ability to turn in a submission within the stated deadline. The County reserves the right to make the final judgement call to extend any deadline.

4.40 AIR QUALITY

In determining the overall best Proposal, the County may, to the extent applicable, exercise the option granted to local governments under the Texas Local Government Code, Section 271.907.

This option allows the County to evaluate Proposals and give preference to goods and/or services of Respondent that demonstrates that the Respondent meets or exceeds any and all state or federal environmental standards, including voluntary standards, relating to air quality. If the Proposal being submitted will have an effect on air quality for the County (as it relates to any state, federal, or voluntary air quality standard), then the Respondent is encouraged to provide information in narrative indicating anticipated air quality impact. All Respondents are expected to meet all mandated state and federal air quality standards.

4.41 COOPERATIVE PURCHASING PROGRAM

During the term of the Contract resulting from this RFP, the County would like to afford the same prices, terms and conditions to other political subdivisions or public entities. Another entity's participation in the Contract resulting from this RFP is subject to a properly authorized Purchasing Cooperative Inter-local Agreement (ILA) with the County. Any liability created by purchase orders issued against the Contract shall be the sole responsibility of the governmental agency placing the order.

4.42 CONFIDENTIALITY

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

REQUEST FOR PROPOSALS
INTERPRETIVE MASTER PLAN AND EXHIBIT DEVELOPMENT
FOR
RIVER RANCH COUNTY PARK INTERPRETIVE CENTER

INTRODUCTION AND BACKGROUND

The Interpretive Center at River Ranch County Park will highlight and celebrate the Hill Country landscape and heritage. The Center will evoke emotional and intellectual responses to connections with the natural, cultural, geological, hydrological, and historical beauty of this former ranchland. These connections and relationships will be revealed to visitors through experiences with objects, artifacts, exhibits, sites, landscapes, and people.

The Interpretive Center is intentionally located within the 1,011-acre park in close proximity to a day use area and equestrian staging area. The intentional proximity of these programmatic elements will promote a multi-faceted visitor experience for people of all ages. In addition, the facility can also serve as a hub and meeting place for the park's extensive trail network and diversity of camping experiences.

SCOPE OF WORK

Project Goals

Interpretive Planning Charrette

- Facilitate a one (1) day interpretive planning charrette that identifies and describes the significant natural, cultural, historical, geological, hydrological/riparian, and/or recreational resources at the park.
- Involve interested staff, stakeholders, and constituencies in the interpretive planning charrette process.
- Develop major interpretive themes and content for exhibits from interpretive planning charrette.

Exhibit Design

- Utilize major interpretive themes and content to tell the park story through professionally designed, developed, fabricated, constructed, and installed exhibits. Exhibits are defined as an array of cues, (visual, auditory, sensory) that are purposely brought together within a defined boundary for a desired effect.

- The following should be included when considering exhibits:
 - Exhibit layout, structure, support, and mobility (so area can be multi-functional)
 - Exhibit content, design, graphics, and storylines
 - Exhibit millwork
 - Artifact mounts
 - Story board design and content
 - Multi-media (including specifications, acquisition, installation) if part of exhibits plan
 - Integrated/in-cabinet lighting as required (if part of exhibits plan)
 - Self-guided, accessible outdoor exhibits
 - Interpretive signage, wayside panels
- Utilize any other specialty services required to realize design, labor and fabrication, delivery and installation, and one (1) year warranty of the items above.
- Ensure that final design and installation of related exhibits are achievable and within budget.
- Coordinate with architectural consultant (where/when possible) to ensure that exhibits, story boards, signage and wayside panels complement the scope, content, size, and location of the Interpretive Center, to include visitor flow in the exhibit area(s).
- Consider mobility of exhibits to permit multi-use function of space
- Develop proposed project methodology, work plan, schedule, and budget.

General Experience Summary

The Interpretive Center at River Ranch County Park has the potential to cover many interpretive themes for the visiting public, constituent groups, and school groups. Visitors will park on site or walk from nearby parking areas or other facilities. Upon entry, an initial experience, such as an iconic exhibit element or specimen should welcome them. General interpretive themes should include natural, cultural, historical, geotechnical, hydrological/riparian, and/or recreational aspects of River Ranch County Park (and adjacent areas as appropriate). Recently completed surveys (topographical/tree, geological, cultural/historical, and environmental) are available as resources to assist in development of major interpretive themes. Additionally, it is anticipated that a variety of materials (artifacts, farm implements, oral histories, new specimens, and related items) will be used (or may be acquired through time) to help highlight the interpretive experience.

The Interpretive Center will be approximately 3100 square feet, with 1500 Square feet of exhibit space, 600 square feet of classroom space for public programs and school groups, 270 square feet of conference room space, and 130 square feet of office space. The classroom will be able to support a school group of 20-30 students. An outdoor amphitheater is also planned for interpretive programming. Several existing buildings and ranch related facilities can also be considered with the development of the interpretive theme of this project as well.

PROPOSAL EVALUATION AND SELECTION CRITERIA PROCESS

Proposals will be reviewed by an evaluation team comprised of Williamson County Parks and Recreation Department (Department) personnel, and any other person(s) that the Department may invite to participate in the evaluation process.

Williamson County reserves the right to award the contract to the firm that best suits the needs of the project and the County.

It is the intention of the Department to select a vendor who represents best value to River Ranch County Park, and for the Department. Best value to the Department is defined by Local Government Code.

Williamson County reserves the right to award the contract without any negotiations, and reserves the right to not make any awards.

The Department's evaluation team will determine best value by applying the following criteria and assigned values: 100 Total Points

1. Demonstrated experience and qualifications – 40 Points

2. Project approach and narrative – 25 Points

3. Compensation and Fees – 35 Points

In determining best value, the Department shall consider the following:

- a) Compliance with, and stated ability to meet Project Goals as noted in the RFP
- b) Price of items, installation costs, warranty provisions
- c) Project methodology, work plan, schedule, and timeframe for delivery of goods and services
- d) Indicators of ability to perform when under contract such as prior performance, financial resources, demonstrated ability with prior, similar contracts, and associated references.

The Department's evaluation committee will determine if best and final offers are necessary. If so, the request for best and final offers will be extended in writing.

A short-list of respondents is anticipated, who may be asked to make in-person presentations prior to final selection.

The final selection will be based on proven past experience in the successful management of all aspects of park interpretive and exhibit development projects.

The Respondent is strongly encouraged to provide its best price in its Proposal because Williamson County makes no guarantee that there will be any opportunity to negotiate or provide alternate, or best and final pricing offers at any point during the RFP process.

REFERENCES

Vendor should provide three (3) business references (names, contact person, and contact information) from projects performed for private, state and/or local government clients within the last five (5) years.

CONTRACT ADMINISTRATOR

Randy Bell (or successor), Senior Director Parks, Williamson County 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.

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:	<input style="width: 90%;" type="text"/>
Address of Respondent:	<input style="width: 90%;" type="text"/>
Email:	<input style="width: 90%;" type="text"/>
Telephone:	<input style="width: 90%;" type="text"/>
Printed Name of Person Submitting Affidavit:	<input style="width: 90%;" type="text"/>
Signature of Person Submitting Affidavit:	<input style="width: 90%;" type="text"/>

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.

<input type="checkbox"/>	I will offer the quoted prices to all authorized entities during the term of the County's Contract.
<input type="checkbox"/>	I will not offer the quoted prices to all authorized entities.

If no box is checked, the 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 BIDSYNCH ELECTRONICALLY.

CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity		Form CIQ
<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>		OFFICE USE ONLY Date Received <div style="border: 1px solid black; height: 20px; width: 100%;"></div>
1	Name of person doing business with local governmental entity. <div style="border: 1px solid black; height: 20px; width: 100%;"></div>	
2	<p style="text-align: center;">Check this box if you are filing an update to a previously filed questionnaire.</p> <div style="display: flex; align-items: center;"> <input type="checkbox"/> <div style="margin-left: 10px;"> <p>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p> </div> </div>	
3	<p>Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.</p> <div style="border: 1px solid black; height: 100px; width: 100%;"></div> <div style="text-align: right; position: relative; height: 100px;"> <div style="position: absolute; top: 0; right: 0; width: 20px; height: 20px; text-align: center;">5</div> <div style="position: absolute; bottom: 0; right: 0; width: 20px; height: 20px; text-align: center;">6</div> </div>	
4	<p>Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.</p> <div style="border: 1px solid black; height: 100px; width: 100%;"></div> <div style="text-align: right; position: relative; height: 100px;"> <div style="position: absolute; top: 0; right: 0; width: 20px; height: 20px; text-align: center;">5</div> <div style="position: absolute; bottom: 0; right: 0; width: 20px; height: 20px; text-align: center;">6</div> </div>	

CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity		Form CIQ Page 2
5	<p>Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)</p> <p>This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>D. Describe each affiliation or business relationship.</p> <div style="border: 1px solid black; height: 40px; margin-top: 5px;"></div>	
	<p>6. Describe any other affiliation or business relationship that might cause conflict of interest:</p> <div style="border: 1px solid black; height: 40px; margin-top: 5px;"></div>	
7	<div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 60%; border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div style="width: 35%; border-bottom: 1px solid black; margin-bottom: 5px;"></div> </div> <div style="display: flex; justify-content: space-between;"> Signature of person doing business with the governmental entity Date </div>	
	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:

5

6

Question and Answers for Bid #1707-176 - Interpretive Planning & Exhibits River Ranch County Park Interpretive Center

Overall Bid Questions

There are no questions associated with this bid.

Commissioners Court - Regular Session**41.****Meeting Date:** 07/25/2017

Sheriff's Office Budget Amendment 07-25-2017

Submitted For: Melanie Denny**Submitted By:** Angela Schmidt, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues for the County Sheriff:

Background

To recognize insurance proceeds and the associated expenditures related to the total loss of a county vehicle. In conjunction with county funds, the proceeds will be used to replace unit SB1718.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.364100	Insurance Reimbursements	\$42,505.47

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Angela Schmidt

Final Approval Date: 07/20/2017

Reviewed By

Wendy Coco

Date

07/20/2017 08:46 AM

Started On: 07/19/2017 11:33 AM

Commissioners Court - Regular Session**42.****Meeting Date:** 07/25/2017

Sheriff's Office Budget Amendment 07-25-2017

Submitted For: Melanie Denny**Submitted By:** Angela Schmidt, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge the additional expenditures for the County Sheriff:

Background

to recognize insurance proceeds and the associated expenditures related to the total loss of a county vehicle. In conjunction with county funds, the proceeds will be used to replace unit SB1718.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0560.005700	Vehicles > \$5,000	\$42,505.47

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Angela Schmidt

Final Approval Date: 07/20/2017

Reviewed By

Wendy Coco

Date

07/20/2017 08:46 AM

Started On: 07/19/2017 11:37 AM

Commissioners Court - Regular Session**43.****Meeting Date:** 07/25/2017

Economic Development

Submitted For: Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Executive Session

Information**Agenda Item**

Discussion regarding economic development negotiations pursuant to Texas Government Code, Section 551.087:

- a) Business prospect(s) that may locate or expand within Williamson County.
- b) Discuss Pearson Road District.
- c) Discuss North Woods Road District.
- d) Project Columbus Balbo
- e) Mega Site
- f) Texas State Gold Depository

Background

Fiscal Impact

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

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 07/20/2017

Reviewed By

Wendy Coco

Date

07/20/2017 09:52 AM

Started On: 07/20/2017 09:13 AM

Commissioners Court - Regular Session

44.

Meeting Date: 07/25/2017

Executive Session

Submitted For: Charlie Crossfield

Submitted By: Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Executive Session

Information

Agenda Item

Discuss real estate matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.072 Deliberation Regarding Real Estate Property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with third person.)

A. Real Estate Owned by Third Parties

1. Preliminary discussions relating to proposed or potential purchase or lease of property owned by third parties

- a) Discuss the acquisition of real property for right-of-way for N. 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 Easement interests for the Brushy Creek Trail Project.
- k) Discuss acquisition of property located at NEC of Toll 130 and Gattis School Rd.
- l) Discuss the acquisition of a drainage easement for CR 108.
- m) Discuss easement acquisitions from San Gabriel River Ranch Subdivision.
- n) Discuss the acquisition of real property for CR 258.
- o) Discuss the acquisition of real property for Seward Junction SE Loop.
- p) Discuss the acquisition of real property for US 183.
- q) Discuss the acquisition of real property for Hairy Man Rd.
- r) Discuss the acquisition of real property for SW Bypass.
- s) Discuss the acquisition of real property for Crossroad Acres.
- t) Discuss proposed acquisition of real property on CR 138.
- u) Discuss proposed acquisition of real property at Highland Springs Lane.
- v) Discuss Somerset Road Districts No. 3 & 4 reimbursements for acquisition & construction of Reagan Blvd.
- x) Discuss the acquisition of real property- Condra Funeral Home- Taylor, Texas
- y) Discuss the acquisition of real property- S&D Plumbing- Taylor, Texas
- z) Discuss the acquisition of Real Estate for Tower Site.

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 possible sale or exchange of property at 350 Exchange Boulevard, Hutto, Texas
- j) Discuss possible sale of +/- 10 acres located on Chandler Road near the County Sheriff's Office Training Facility
- k) Discuss possible sale/disposition of a portion of CR 117.

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

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 07/20/2017

Reviewed By

Wendy Coco

Date

07/20/2017 09:52 AM

Started On: 07/20/2017 09:12 AM

Commissioners Court - Regular Session**53.****Meeting Date:** 07/25/2017

Interlocal

Submitted By: Wendy Coco, County Judge**Department:** Commissioner Pct. #3

Information**Agenda Item**

Discuss, consider and take appropriate action on an Interlocal Agreement between Williamson County and the City of Georgetown Regarding the Sharing of Costs to Design and Construct Certain Sections of the Georgetown Inner Loop.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsInterlocal

Form Review

Form Started By: Wendy Coco

Started On: 07/20/2017 03:09 PM

Final Approval Date: 07/20/2017

**INTERLOCAL AGREEMENT BETWEEN WILLIAMSON COUNTY AND THE CITY OF
GEORGETOWN, TEXAS REGARDING THE SHARING OF COSTS TO DESIGN AND
CONSTRUCT CERTAIN SECTIONS OF THE GEORGETOWN INNER LOOP**

THIS INTERLOCAL AGREEMENT is made and entered into effective this ____ day of _____, 2017, by and between WILLIAMSON COUNTY (the "County") and the CITY OF GEORGETOWN, TEXAS (the "City") , political subdivisions of the State of Texas.

WITNESSETH:

WHEREAS, V.T.C.A., Government Code, Chapter 791, the Texas Interlocal Cooperation Act, provides that any one or more public agencies may contract with each other for the performance of governmental functions or services for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the parties; and

WHEREAS, the City and the County are interested in sharing the costs for the design and construction of certain sections of the Georgetown Inner Loop running from Maple Street to Belmont Street (the "Project"), as shown on Exhibit "A", attached hereto and incorporated herein; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the undersigned parties agree as follows:

I.

FINDINGS

1. **Recitals.** The recitals set forth above are incorporated herein for all purposes and are found by the parties to be true and correct. It is further found and determined that the City and the County have authorized and approved this Agreement by resolution or order adopted by their respective bodies, and that this agreement will be in full force and effect when approved by each party.

2. **Project Definition.** The Project shall be the design and construction of certain sections of the Georgetown Inner Loop as shown on Exhibit "A." Sections A, C, and D will be widened (not reconstructed) to three lanes with right-turn lanes at Wilco Way, driveways to County-owned facilities, and Rockride Drive. No work will be done on Section B.

3. **County Obligations.** Except as stated below and as shown on Exhibit "B", the County shall be solely responsible for the payment of all costs related to the Project, including but not limited to, professional engineering and environmental costs, acquisition of right-of-way, relocation of utilities, construction, and construction materials testing. The County shall serve as Project Manager for the Project and shall assign staff to the Project Management Team as described herein that will oversee the Project.

4. **City Obligations.** The City agrees that the County shall serve as Project Manager for the Project. The City shall assign staff to the Project Management Team. The City shall pay to the County the total sum of Six Hundred and Twenty Thousand Dollars (\$620,000), as shown on Exhibit "B", as compensation to the County for the widening of Section C as described in this Agreement. The \$620,000 payment for the widening of Section C shall be due 45 days after City's receipt of written notice from the County that a contract has been awarded for the Project. In addition, the City will be solely responsible for costs incurred by the County related to adjusting the water valve box to grade and relocating or adjusting the existing fire hydrant assembly not to exceed an amount of \$9,000, as shown on Exhibit "B". The City shall remit to the County the actual cost of the adjustment of the water valve box and relocation or adjustment of the existing fire hydrant assembly within 45 days after the City receives a request for payment detailing those actual costs. The City will be responsible for the design and construction of the electric utility relocation.

5. **Project Management Team.** The Project Management Team will be comprised of two staff members one from the City and one from the County. The Project Management Team will meet attend pre-bid conference meeting and will meet prior to bid award. After bid award, the Project Management Team shall meet regularly to review the progress of Project construction. The City shall have the right to inspect the Project and receive and review material testing reports.

6. **Ownership of Work.** The City agrees to allow the County to construct the Project within the City limits. The City agrees to continue to be responsible for the operation and maintenance of the Project after completion.

II.

Miscellaneous

1. **Prior Written Agreements.** This Agreement is without regard to any and all prior written contracts or agreements between the City and Williamson County regarding any other subject or matter, and does not modify, amend, ratify, confirm or renew any such other prior contract or agreement between the Parties.
2. **Other Services.** Nothing in this Agreement shall be deemed to create, by implication or otherwise, any duty or responsibility of either of the Parties to undertake or not to undertake any other, or to provide or to not provide any service, except as specifically set forth in this Agreement or in a separate written instrument executed by both Parties. The County shall not be obligated to fund any additional monies other than as stated herein.
3. **Governmental Immunity.** Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to either of the Parties nor to create any legal rights or claim on behalf of any third party. Neither the City nor Williamson County waives, modifies, or alters 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. **Amendments and Modifications.** This Agreement may not be amended or modified except in writing executed by both the City and Williamson County, and authorized by their respective governing bodies.
5. **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 their desire and intention that such provision be reformed

and construed in such a manner that it will, to the maximum extent practicable, to give effect to the intent of this Agreement and be deemed to be validated and enforceable.

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

7. **Execution in Counterparts.** This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed as of the date above first written, when all parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.

IN WITNESS WHEREOF, the Parties have executed and attested this Agreement by their officers thereunto duly authorized.

WILLIAMSON COUNTY

By: _____
Dan A. Gattis, County Judge
Williamson County, Texas

ATTEST: _____
Nancy Rister, County Clerk

CITY OF GEORGETOWN, TEXAS

By: _____
Dale Ross, Mayor

ATTEST:

By: _____
Shelley Nowling, City Secretary

APPROVED AS TO FORM:

By: _____
Charlie McNabb, City Attorney

THE STATE OF TEXAS §
 § ACKNOWLEDGMENT
COUNTY OF WILLIAMSON §

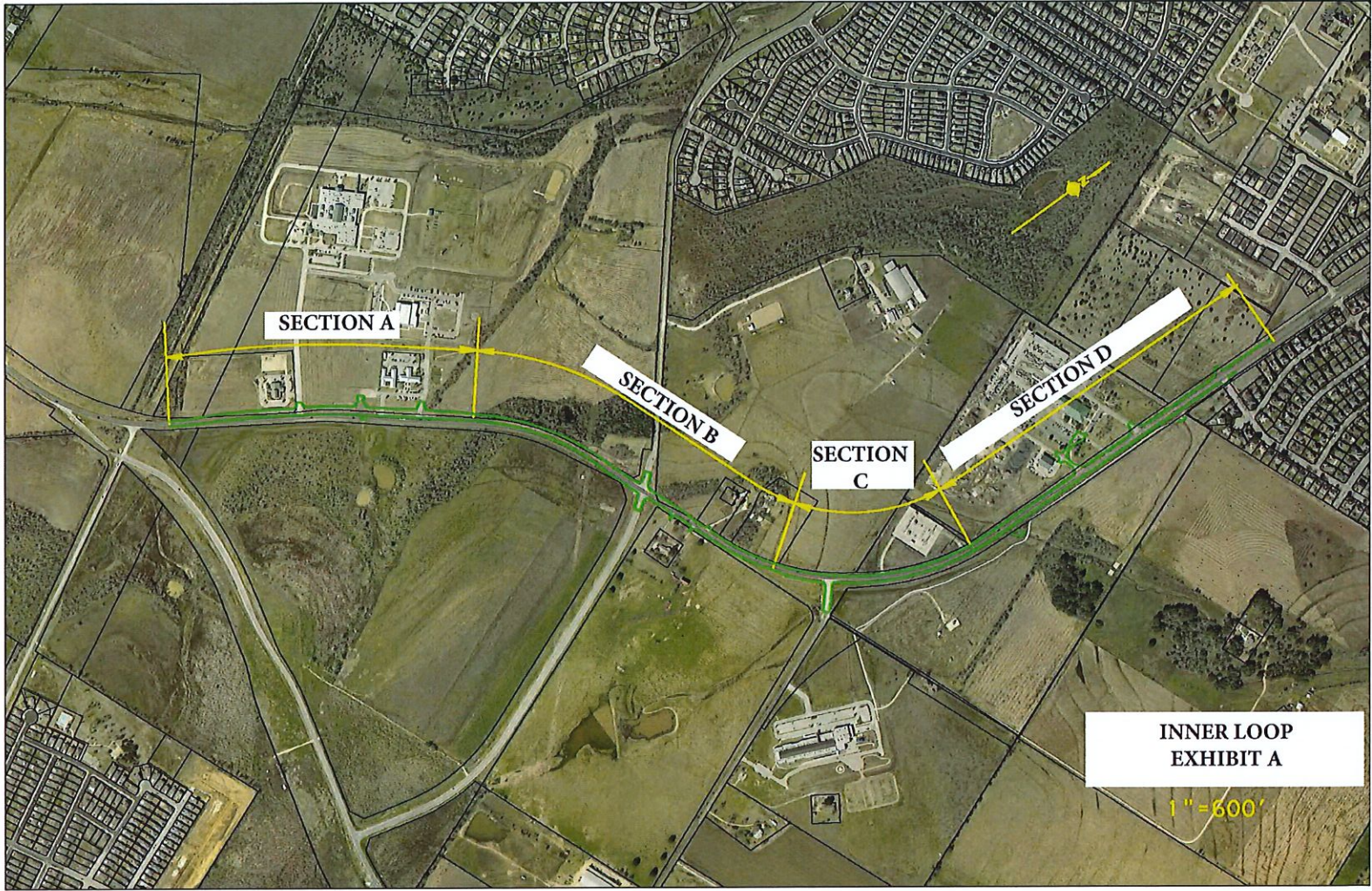
THIS INSTRUMENT was acknowledged before me on this ____ day of _____, 2017, by Dale Ross as Mayor of the City of Georgetown, a Texas home-rule city, on behalf of the City.

Notary Public

THE STATE OF TEXAS §
 § ACKNOWLEDGMENT
COUNTY OF WILLIAMSON §

THIS INSTRUMENT was acknowledged before me on this ____ day of _____, 2017, by Dan A. Gattis as County Judge of Williamson County, Texas.

Notary Public



SECTION A

SECTION B

SECTION C

SECTION D

INNER LOOP
EXHIBIT A

1"=600'

INNER LOOP COST - EXHIBIT 'B'

NOTCH AND WIDEN SECTION A, C, & D					
	SECTION A - WILCO WAY	SECTION B - SOUTHWESTERN	SECTION C - ROCKRIDE	SECTION D - CENTRAL MAINTENANCE FACILITY	TOTAL
LENGTH OF IMPROVEMENTS	0.49 MI	0.00 MI	0.19 MI	0.54 MI	1.22 MI
ROW ACQUISITION	5.00 AC	0.00 AC	0.00 AC	0.00 AC	5.00 AC
ROADWAY IMPROVEMENTS	\$2,000,000	\$0	\$560,000	\$2,000,000	\$4,560,000
ENGINEERING REDESIGN	\$50,000	\$0	\$0	\$100,000	\$150,000
ROW ACQUISITION	\$100,000	\$0	\$0	\$0	\$100,000
ATMOS	\$149,000	\$0	\$0	\$0	\$149,000
CITY OF GEORGETOWN ELECTRIC	\$90,500	\$0	\$0	\$0	\$90,500
CITY OF GEORGETOWN WATER	\$8,197	\$0	\$0	\$64,110	\$72,307
ATT METRO	\$201,400	\$0	\$0	\$10,400	\$211,800
TOTAL	\$2,599,097	\$0	\$560,000	\$2,174,510	\$5,333,700

CITY OF GEORGETOWN ROADWAY PARTICIPATION (SECTION C) = \$560,000
 CITY OF GEORGETOWN UTILITY RELOCATION PARTICIPATION (SECTION A, C, & D) = \$9,000
TOTAL CITY OF GEORGETOWN PARTICIPATION = \$569,000