

NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONER'S COURT
SEPTEMBER 19TH, 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 – 24)

5. Discuss, consider and take appropriate action on a line item transfer for County Court at Law 2.

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM	0100-0427-004999	Miscellaneous	\$261.00
FROM	0100-0427-003006	Food Service	\$266.74
FROM	0100-0427-003010	Computer Equipment < \$5,000	\$314.20
FROM	0100-0427-003100	Office Supplies	\$472.92
TO	0100-0427-004010	Visiting Judges	\$1314.86

6. Discuss and consider approving a line item transfer for the County Courts at Law

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0425-004131	Family Court Appt	45,000
To	0100-0425-004134	Criminal Court Appt	45,000

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0425-004136	other/MH cases	4,000
To	0100-0425-004141	Interpretors	4,000

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0560.004231	Travel	\$500.00
From	0100.0560.005000	Capital Outlay >\$5,000	\$391.40
To	0100.0560.003008	L.E. Equipment	\$891.40

9. 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	10,030.00
To	0100.0409.002070	Group Insurance for Retirees	10,030.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0409-004998	Non Dept/Contingencies	\$100,000
To	0100-0425-004134	All Cty Cts/CAP Misd	\$100,000

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0200-0210-003597	Roadway Rehab	35,000
To	0200-0210-003555	Fencing Matls/Labor	35,000

12. Discuss, consider and take appropriate action on Line Item Transfer for Road and Bridge Division.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0200-0210-003597	Roadway Rehab	8,000.00
To	0200-0210-004510	Furniture/Equip Rental	8,000.00

13. Discuss, consider and take appropriate action on authorizing the disposal of various county assets through auction including (3) Printer's, (1) Scanner and (1) TV/VCR (see attached lists) pursuant to Tx. Local Gov't Code 263.152.
14. Discuss, consider and take appropriate action on authorizing the disposal of various county assets through inter-departmental transfer including (1) 2014 Chevy Tahoe and (1) 2015 Dodge Charger (see attached lists) pursuant to Tx. Local Gov't code 263.152.
15. Discuss, consider and take appropriate action on approving compensation changes, position titles changes, position grade changes and any corresponding line item transfers.
16. Discuss, consider and take appropriate action on approving property tax collections for the month of August 2017 for the Williamson County Tax Assessor/Collector.
17. Discuss, consider and take appropriate action on approving property tax refunds over \$2,500.00 for the month of August 2017 for the Williamson County Tax Assessor/Collector.
18. Discuss, consider, and take any necessary action to approve statement-of-work change order with zero-dollar impact related to agreement with Municipal Code Corporation (MCCi) for Digital Evidence Management System, RFP #1702-145 (original contract approved on 6/27/2017, agenda #35).
19. Discuss, consider, and take appropriate action on an interlocal agreement between Williamson County and the Williamson County and Cities Health District regarding accrued leave for OSSF Employees.
20. Discuss, consider and take appropriate action on Supplemental Work Authorization No. 2 under Williamson County Contract between Surveying and Mapping LLC and Williamson County dated February 9, 2015 for on-call professional survey services. This supplemental is to extend the expiration date to September 30, 2018. The current Work Authorization dollar amount will remain the same.
21. Discuss, consider and take appropriate action on Supplemental Work Authorization No. 2 under Williamson County Contract between Surveying and Mapping LLC and Williamson County dated February 9, 2015 for right of way survey and parcel maps for San Gabriel Ranch Road. This supplemental is to extend the expiration date to December 31, 2017 and increase the maximum amount payable to \$39,195.80.
22. Discuss, consider and take appropriate action on Work Authorization No 2 in the amount of \$50,000 to expire on September 30, 2018 under Williamson County Contract for Engineering Services between Freese and Nichols, Inc and Williamson County dated December 22, 2016 for On Call Professional Engineering Services for Williamson County Road and Bridge.
23. Discuss, consider, and take appropriate action on approval of the preliminary plat for the Star Ranch Section 7 subdivision - Pct 4
24. Discuss, consider, and take appropriate action on approval of the preliminary plat for the South San Gabriel Park subdivision - Pct 2

REGULAR AGENDA

25. Recognition of the Sheriff's Office Swiftwater Rescue Team in their efforts with Hurricane Harvey.

26. Receive and acknowledge the September 2017 Construction Summary Report for the Road Bond and Pass Through Financing Programs.
27. Discuss, consider and take appropriate action on the Department of Infrastructure projects and issues update.
28. 10:00 AM Hold public hearing on the plan for the funding of the preservation and restoration of the County Clerk's Records Archive for 2017-2018.
29. Discuss, consider and take appropriate action on the plan for the funding of the preservation and restoration of the County Clerk's Records Archive Fund for 2017-2018.
30. 10:15 AM Hold public hearing on the plan for the funding of the preservation and restoration of the District Clerk's Records Archive Fund for 2017-2018.
31. Discuss, consider and take appropriate action on the plan for the funding of the preservation and restoration of the District Clerk's Records Archive for 2017-2018.
32. Discuss, consider and take appropriate action on the following 2017-2018 budgets:
 - 0390 County Wide Records Management and Preservation Fund
 - 0386 District Clerk - Records Management and Preservation Fund
 - 0350 Law Library Fund
 - 0882 Fleet Maintenance Fund
 - 0545 Regional Animal Shelter Fund
 - 0507 Regional Communication System
 - 0340 Tobacco Fund
 - 0388 Court Records Preservation Fund
 - 0376 Surplus Elections Contract Fund
 - 0374 County and District Court Technology Fund
 - 0364 Pretrial Intervention
 - 0384 Records Archive Fund - County Clerk
 - 0387 Records Technology fund - District Clerk
33. Discuss, consider and acknowledge the following 2017-2018 budgets:
 - 0355 Court Reporter Service Fund
 - 0360 Courthouse Security Fund
 - 0361 Justice of the Peace Security Fund
 - 0372 Justice of the Peace Technology Fund
 - 0370 Alternate Dispute Fund
 - 0380 Probate Court Fund
 - 0367 Justice of the Peace #3 Truancy Program
 - 0368 Justice of the Peace #2 Truancy Program
 - 0369 Justice of the Peace #4 Truancy Program
 - 0373 Justice of the Peace #1 Truancy Program
34. Discuss, consider, and take appropriate action regarding a revised TCEQ Agent Authorization Form for the Edwards Aquifer Protection Program on the Inner Loop at Wilco Way project.
35. Discuss, Consider, and take any appropriate action regarding Change Order No. 2 in the amount of \$2,840.00 for CR 110 South, a Road Bond Project in Commissioner Pct. 4.

36. Discuss, consider and take any appropriate action regarding the Notice of Intent (NOI) for Stormwater Discharges associated with Construction Activity under TPDES General Permit (TXR150000) for Inner Loop Improvements, a Road Bon Project in Commissioner Pct.4.
37. Discuss, consider and take appropriate action on a Contract Amendment No. 4 to the SH 29 at D.B. Wood Road Improvements contract between Williamson County and Unintech Consulting Engineering, Inc. relating to the 2013 Road Bond Program.
38. Discuss, consider and take appropriate action on a Contract Amendment No. 2 to the IH35 @ Ronald Reagan Blvd. and IH35 Frontage Road Conversion contract between Williamson County and Binkley & Barfield, Inc. relating to the 2013 Road Bond Program.
39. Discuss, consider and take appropriate action on Change Order No 1, to contract number IFB 1702-147, in the amount of \$11,562.50 for the Subdivision Cul-de-Sac Fog Seal.
40. Discuss, consider and take appropriate action on approving Long Term Planning Transfer per Mike Weaver, Road Bond Manager, to move \$775,000 to Long Term Planning Right of Way (P457) from Corridor A1/FM1660 (P458) of \$175,000, Corridor C/SH29 Bypass (P459) of \$100,000, Corridor E1/FM3349 (P460) of \$200,000 and Corridor F/US183 (P461) of \$300,000.
41. Discuss, consider and take appropriate action on accepting and approving a report on the Justice Center CSCD Remodel Project; Change Order # 1 in the amount of \$2,657.11 to be paid from the Owner's Contingency for Wall Location Change.
42. Discuss, consider and take appropriate action on a Utility Easement for Pedernales Electric Cooperative, Inc. for property owned by Williamson County on CR 175 (Parkland).
43. Discuss, consider and take appropriate action for establishing Central Counting Station and appointment of officers to serve at the Central Counting Station for the Special Elections to be held on November 7, 2017.
44. Discuss, consider, and take any appropriate action regarding the authorization for Williamson County to participate in a joint election with other political subdivisions to be conducted on November 7, 2017.
45. Discuss, consider and take any necessary action to approve order for interment of deceased Williamson County resident (John Dalton) where there has been no inquest by the Justice of the Peace and the county has duty to inter, pursuant to Tex. Health & Safety Code § 711.002(e), and authorize funeral home to move forward with interment.
46. Discuss, consider and take appropriate action regarding Constable and Sheriff Office fees for 2018.
47. Discuss, consider and take appropriate action on authorizing the County Judge to sign a Certificate of the Judge of Williamson County, Texas with respect to the issuance by Goodwill Industries of Central Texas and Goodwill Temporary Services, Inc. of its tax exempt bonds in accordance with the requirements of Section 147(f) of the Internal Revenue Code of 1986, as amended.
48. Discuss, consider, and take appropriate action on adopting a policy regarding presentations and recognitions to Commissioners Court.
49. Discuss, consider and take appropriate action regarding the Budget for 2017 - 2018.

50. Discuss, consider and take appropriate action on the Budget Policy document updates for FY18.
51. Discuss, consider, and take appropriate action on FY17/18 Budget Order.
52. Discuss, consider and take appropriate action on moving delta of \$56,000 from Non-Departmental (0409) Unallocated to Non-Departmental (0409) to provide match for grant for Crisis Stabilization beds.
53. Discuss, consider, and take appropriate action on clarifying the effective dates for DSRIP/EMS/MOT consolidations.
54. Discuss, consider and take appropriate action on approving Fiscal Year 2018 Motorola Maintenance Services contracts S00001018227; S00001018224; S00001018218; S00001025308 as per HGAC contract #RA05-15.
55. Discuss, consider, and take appropriate action on rejecting the only proposal received for RFCSP# 1708-180, River Ranch County Park Residence.
56. Discuss, consider, and take appropriate action on approving agreement between Webberville Propane, Inc. d/b/a Direct Propane Services and Williamson County for Installation Component of a Propane Tank at the Williamson County Sheriff's Office Training Center for the total purchase amount of \$4,730.00, and authorizing the execution of the agreement.
57. Discuss, consider and take appropriate action on authorizing the extension of ATM Services Agreement as per RFP#14RFP00211, for the same pricing, terms and conditions as the existing contract for the term of October 1, 2017 - September 30, 2018 with Preferred ATM Solutions, LLC.
58. Discuss, consider, and take appropriate action on awarding IFB# 1708-182, for River Rd and Old Windmill Rd to the lowest and best bidder, Smith Contracting, and authorizing the execution of service agreement.
59. Discuss, consider, and take appropriate action on approving a Preventative Maintenance & Service Program Agreement for a Spacesaver System for Justice of the Peace Precinct No. 4 between Williamson County and Southwest Solutions Group.
60. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve budget amendment to acknowledge additional revenues for the NACo Prescription Discount Card Program:

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.370500	Miscellaneous Revenue	\$521.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0630.004921	Co Wide Rx Disc Card Program	\$521.00

EXECUTIVE SESSION

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

62. 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
 - g) Project New World
 - h) Coop District Development
63. 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 278 @ Bagdad Rd.
 - 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.
 - w) Discuss Cedar Hollow low water crossings and Lost River.
 - 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.
 - aa) Discuss CR 234/CR 146 Leschber- tax lien
- 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.
- l) Discuss possible sale or exchange of property to LCRA.
- m) Discuss utility easement on CR 175 (Parkland).

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

64. 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 Unites States District Court For The Western District of Texas – Austin Division.
- r) Civil Action No. 1:17-cv-153-SS, Royce Belcher v. Williamson County, Texas, In The United States District Court for the Western District of Texas, Austin Division.

65. 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).
66. 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).
67. Discuss Memorandum of Understanding Regarding the 2016 High Intensity Drug Trafficking Areas (HIDTA) Program pursuant to Section 551.076 of the Open Meetings Act.

REGULAR AGENDA (continued)

68. Discuss and take appropriate action concerning economic development.
69. Discuss and take appropriate action concerning real estate.
70. 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. Hurdsman v. Williamson County Sheriff Deputies Pokluda et al, In The Unites States District Court For The Western District of Texas – Austin Division.
 - r) Civil Action No. 1:17-cv-153-SS, Royce Belcher v. Williamson County, Texas, In The United States District Court for the Western District of Texas, Austin Division.

71. 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.
72. Discuss, consider and take appropriate action on Memorandum of Understanding Regarding the 2016 High Intensity Drug Trafficking Areas (HIDTA) Program.
73. Comments from Commissioners.

Dan A. Gattis, County Judge

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

Commissioners Court - Regular Session

5.

Meeting Date: 09/19/2017

Line Item Transfer

Submitted By: Jennifer Templeton, Budget Office

Department: Budget Office

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for County Court at Law 2.

Background

This transfer will bring the department's Visiting Judges GL line item within a positive balance.

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM	0100-0427-004999	Miscellaneous	\$261.00
FROM	0100-0427-003006	Food Service	\$266.74
FROM	0100-0427-003010	Computer Equipment < \$5,000	\$314.20
FROM	0100-0427-003100	Office Supplies	\$472.92
TO	0100-0427-004010	Visiting Judges	\$1314.86

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Jennifer Templeton

Final Approval Date: 09/08/2017

Reviewed By

Wendy Coco

Date

09/08/2017 02:56 PM

Started On: 09/08/2017 12:43 PM

Commissioners Court - Regular Session

6.

Meeting Date: 09/19/2017

LIT County Courts at Law

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

Department: County Court At Law #4

Agenda Category: Consent

Information

Agenda Item

Discuss and consider approving a line item transfer for the County Courts at Law

Background

Additional funds are needed to cover court appointed attorneys fees

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0425-004131	Family Court Appt	45,000
To	0100-0425-004134	Criminal Court Appt	45,000

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Budget Office

Form Started By: Sharrion Threadgill

Final Approval Date: 09/14/2017

Reviewed By

Wendy Coco

Ashlie Koenig

Date

09/08/2017 02:56 PM

09/14/2017 11:57 AM

Started On: 09/08/2017 01:52 PM

Commissioners Court - Regular Session

7.

Meeting Date: 09/19/2017

LIT County Courts at Law

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

Department: County Court At Law #4

Agenda Category: Consent

Information

Agenda Item

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

Background

Additional funds are needed to pay interpreters

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0425-004136	other/MH cases	4,000
To	0100-0425-004141	Interpreters	4,000

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Budget Office

Form Started By: Sharrion Threadgill

Final Approval Date: 09/14/2017

Reviewed By

Wendy Coco

Ashlie Koenig

Date

09/08/2017 02:56 PM

09/14/2017 11:57 AM

Started On: 09/08/2017 01:56 PM

Commissioners Court - Regular Session

8.

Meeting Date: 09/19/2017

Line Item Transfer

Submitted For: Robert Chody

Submitted By: Peggy Braun, Sheriff

Department: Sheriff

Agenda Category: Consent

Information

Agenda Item

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

Background

The line item transfer is requested due to cost associated with Hurricane Harvey.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0560.004231	Travel	\$500.00
From	0100.0560.005000	Capital Outlay >\$5,000	\$391.40
To	0100.0560.003008	L.E. Equipment	\$891.40

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Budget Office

Form Started By: Peggy Braun

Final Approval Date: 09/14/2017

Reviewed By

Wendy Coco

Ashlie Koenig

Date

09/14/2017 11:53 AM

09/14/2017 11:58 AM

Started On: 09/14/2017 09:52 AM

Commissioners Court - Regular Session

9.

Meeting Date: 09/19/2017

LIT

Submitted By: Rebecca Clemons, County Judge

Department: County Judge

Agenda Category: Consent

Information

Agenda Item

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

Background

Additional dollars are needed to cover retiree insurance payment.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0409.004998	Contingencies	10,030.00
To	0100.0409.002070	Group Insurance for Retirees	10,030.00

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst. (Originator)
 Budget Office
 Form Started By: Rebecca Clemons
 Final Approval Date: 09/14/2017

Reviewed By

Wendy Coco
 Ashlie Koenig

Date

09/14/2017 11:53 AM
 09/14/2017 11:59 AM
 Started On: 09/14/2017 11:04 AM

Commissioners Court - Regular Session

10.

Meeting Date: 09/19/2017

Line Item Transfer

Submitted By: Ashlie Koenig, Budget Office

Department: Budget Office

Agenda Category: Consent

Information

Agenda Item

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

Background

Currently AP has \$45K in unpaid vouchers and another two weeks in the fiscal year. We estimate funds needed will be \$100K. Funds were used within the 425 budget as much as possible to move around but have since been exhausted.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0409-004998	Non Dept/Contingencies	\$100,000
To	0100-0425-004134	All Cty Cts/CAP Misd	\$100,000

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Ashlie Koenig

Final Approval Date: 09/14/2017

Reviewed By

Wendy Coco

Date

09/14/2017 11:53 AM

Started On: 09/14/2017 11:13 AM

Commissioners Court - Regular Session

11.

Meeting Date: 09/19/2017

Line Item Transfer for Road and Bridge Division

Submitted For: Terron Evertson

Submitted By: Vicky Edwards, Unified Road System

Department: Unified Road System

Agenda Category: Consent

Information

Agenda Item

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

Background

This transfer is necessary to replace fencing associated with the donation of land, the Long Range Transportation Plan and the arterial network.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0200-0210-003597	Roadway Rehab	35,000
To	0200-0210-003555	Fencing Matls/Labor	35,000

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Budget Office

Form Started By: Vicky Edwards

Final Approval Date: 09/14/2017

Reviewed By

Wendy Coco

Ashlie Koenig

Date

09/14/2017 11:53 AM

09/14/2017 11:59 AM

Started On: 09/14/2017 11:31 AM

Commissioners Court - Regular Session

12.

Meeting Date: 09/19/2017

Line Item Transfer for Road and Bridge Division

Submitted By: Vicky Edwards, Unified Road System

Department: Unified Road System

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Line Item Transfer for Road and Bridge Division.

Background

This transfer is necessary to continue office preparation for the addition of Subdivision Inspectors to the County Engineer's Office.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0200-0210-003597	Roadway Rehab	8,000.00
To	0200-0210-004510	Furniture/Equip Rental	8,000.00

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Budget Office

Form Started By: Vicky Edwards

Final Approval Date: 09/14/2017

Reviewed By

Wendy Coco

Wendy Coco

Date

09/14/2017 11:53 AM

09/14/2017 03:22 PM

Started On: 09/14/2017 11:43 AM

Commissioners Court - Regular Session

13.

Meeting Date: 09/19/2017

Asset Auction 9/19/2017

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 (3) Printer's, (1) Scanner and (1) TV/VCR (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

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Jayme Jasso

Final Approval Date: 09/14/2017

Reviewed By

Wendy Coco

Date

09/14/2017 11:03 AM

Started On: 09/12/2017 10:29 AM

Williamson County Asset Status Change Form

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

TRANSFER bet ween county departments
 SALE at the earliest auction *
 TRADE-IN for new assets of similar type for the county

DONATION to a non-county entity
 DESTRUCTION due to Public Health / Safety
 SALE to a government entity / civil or charitable organization in the county at fair market value

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	HP B/W Laser Printer 4200n	USGNS17606	100218	Working
1	Dell B/W Laser Printer B5460dn	HQ50522		Non-Working
1	Dell B/W Laser Printer B5460dn	HY50522		Working
1	Fujitsu fi-6140 Scanner	012785		Non-Working
1	Quasar TVVCR Model VV2005	SB52831232		Non-Working

Parties involved:

FROM (Transferor Department): JP 4

Transferor - Elected Official/Department Head/ Authorized Staff:

Jessica Schmidt
 Print Name

 Signature

Contact Person:

Jessica Schmidt
 Print Name
 +1 (512) 352-4159
 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
SEP - 7 2017

Print Name
 Print Name

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 _____

Commissioners Court - Regular Session

14.

Meeting Date: 09/19/2017

Asset Transfer 9/19/2017

Submitted By: Jayme Jasso, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the disposal of various county assets through inter-departmental transfer including (1) 2014 Chevy Tahoe and (1) 2015 Dodge Charger (see attached lists) pursuant to Tx. Local Gov't code 263.152.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

[Asset Transfer 1](#)

[Asset Transfer 2](#)

Form Review

Inbox

County Judge Exec Asst.
Form Started By: Jayme Jasso
Final Approval Date: 09/14/2017

Reviewed By

Wendy Coco

Date

09/14/2017 11:03 AM
Started On: 09/14/2017 10:53 AM

Vehicle Status Change

Reason for Status Change	TRANSFER (complete Receiving Department section)
Department	560 - Sheriffs Office
County VIN/Serial Number	1GNLC2E00ER216000
Equipment/Door Number	SB1443
License Plate	DMT1597
Year	2014
Make	CHEVROLET
Model	TAHOE
Comments	Transfer from Sheriff's Office to Constable Pct 1
Elected Official/Department Head/Authorized Staff Digital Signature	✔ Hoby Smith 9/7/2017 8:47 AM
Department Transfer	
Receiving Department	551- Constable Pct 1
Receiving Department Signature	✔ Mike Pendley 9/7/2017 10:15 AM
Budget Office Signature Acknowledgement	✔ Ashlie Koenig 9/8/2017 9:09 AM
To be completed by Fleet Services Manager	
Method of Status change: This vehicle is to be considered for: (select one)	Transfer
Fleet Comments	Transfer from Sheriff's Office (560) to Constable Pct 1 (551)
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 9/8/2017 1:30 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 9/12/2017 4:03 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 9/13/2017 4:09 PM
To be completed by Purchasing Department	
Purchasing Department Signature Acknowledgement	✔ Jayme Jasso 9/14/2017 10:14 AM
Receiving Department	551- Constable Pct 1

Human Resources

Created by Williamson County Technology Services

Vehicle Status Change

Reason for Status Change	TRANSFER (complete Receiving Department section)
Department	551- Constable Pct 1
County VIN/Serial Number	2C3CDXAT9FH748404
Equipment/Door Number	1A1557
License Plate	FMS-9258
Year	2015
Make	DODGE
Model	CHARGER
Elected Official/Department Head/Authorized Staff Digital Signature	✓ Mike Pendley 8/30/2017 8:44 AM
Department Transfer	
Receiving Department	560 - Sheriffs Office
Receiving Department Signature	✓ Hoby Smith 9/8/2017 9:51 AM
Budget Office Signature Acknowledgement	✓ Ashlie Koenig 9/8/2017 11:24 AM
To be completed by Fleet Services Manager	
Method of Status change: This vehicle is to be considered for: (select one)	Transfer
Fleet Comments	Transfer from Constable Pct 1 (551) to Sheriff's Office (560)
Authorized Fleet Staff Digital Signature	✓ Kevin Teller 9/8/2017 1:33 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 9/12/2017 4:01 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 9/13/2017 4:07 PM
To be completed by Purchasing Department	
Purchasing Department Signature Acknowledgement	✓ Jayme Jasso 9/14/2017 9:44 AM
Receiving Department	560 - Sheriffs Office

Human Resources

Created by Williamson County Technology Services

Commissioners Court - Regular Session

15.

Meeting Date: 09/19/2017

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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Attachments

Comp Item

Form Review

Inbox

Human Resources (Originator)

County Judge Exec Asst.

Form Started By: Kristy Sutton

Final Approval Date: 09/14/2017

Reviewed By

Tara Raymore

Wendy Coco

Date

09/14/2017 10:25 AM

09/14/2017 10:31 AM

Started On: 09/14/2017 09:26 AM

Department	PCN	EE ID	Budget Amount	*Requested Amount	Change Amount	% Change	Reason for Change	Available Funds	Earliest Oracle Effective Date
OSSF	TBD	Vacant	\$60,299.20	\$53,799.20	-\$6,500.00	-10.78%	Title, Grade change: Sanatarian III B.25 to Sanatarian I B.23	N/A	10/1/2017
OSSF	TBD	Vacant	\$93,505.00	\$100,000.00	\$6,495.00	6.95%	Increase vacant position salary	result of position reduction	10/1/2017
Corrections	0344	Vacant	\$51,944.88	\$60,831.94	\$8,887.06	17.11%	Title change, increase vacant salary: Bailiff Com Jail to Sergeant Bailiff	Unallocated	9/22/2017

*Amount may vary slightly due to Oracle rounding

Commissioners Court - Regular Session

16.

Meeting Date: 09/19/2017

Property Tax Collections - August 2017

Submitted For: Larry Gaddes

Submitted By: Cathy Atkinson, County Tax Assessor Collector

Department: County Tax Assessor Collector

Agenda Category: Consent

Information

Agenda Item

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

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

[080117-083117 GWI-RFM](#)

[080117-083117 GWI-RFM Graph](#)

Form Review

Inbox

County Judge Exec Asst.
Cathy Atkinson (Originator)
Form Started By: Cathy Atkinson
Final Approval Date: 09/13/2017

Reviewed By

Wendy Coco
Cathy Atkinson

Date

09/13/2017 03:29 PM
09/13/2017 04:11 PM
Started On: 09/13/2017 03:00 PM

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

Williamson County General Fund	Tax Roll	Adjustments	Adjusted Tax Roll	Current Tax Collected	Penalty & Interest Collected	Variance	Uncollected Balance	YTD Collected	YTD Percent Collected	YTD Percent Collected w/P & I	YTD Percent Collected w/P & I & Prior Years
2016	\$226,223,062.05	\$248,758.63	\$226,471,820.68	\$149,019.81	\$31,177.89	\$216.11	\$827,853.33	\$225,643,967.35	99.63%	99.85%	100.55%
2015 & Prior Rollbacks	\$2,047,458.40	(\$332,468.24)	\$1,714,990.16	\$11,530.92	\$4,057.97	\$2,495.10	\$1,329,895.52	\$385,094.64	22.45%	32.50%	
	\$468,099.22	\$760,383.08	\$1,228,482.30	\$18,048.01	\$0.00	\$0.00	\$196,330.37	\$1,032,151.93	84.02%	84.45%	
Total All	\$228,738,619.67	\$676,673.47	\$229,415,293.14	\$178,598.74	\$35,235.86	\$2,711.21	\$2,354,079.22	\$227,061,213.92	98.97%	99.26%	

Williamson County RFM	Tax Roll	Adjustments	Adjusted Tax Roll	Current Tax Collected	Penalty & Interest Collected	Variance	Uncollected Balance	YTD Collected	YTD Percent Collected	YTD Percent Collected w/P & I	YTD Percent Collected w/P & I & Prior Years
2016	\$20,562,004.13	\$28,879.01	\$20,590,883.14	\$13,675.83	\$2,843.52	\$18.96	\$74,682.42	\$20,516,200.72	99.64%	99.85%	100.51%
2015 & Prior Rollbacks	\$172,606.65	(\$28,689.60)	\$143,917.05	\$1,016.51	\$351.05	\$184.00	\$109,185.61	\$34,731.44	24.13%	34.89%	
	\$37,565.88	\$63,703.11	\$101,268.99	\$1,583.41	\$0.00	\$0.00	\$16,856.30	\$84,412.69	83.35%	83.77%	
Total All	\$20,772,176.66	\$63,892.52	\$20,836,069.18	\$16,275.75	\$3,194.57	\$202.96	\$200,724.33	\$20,635,344.85	99.04%	99.32%	

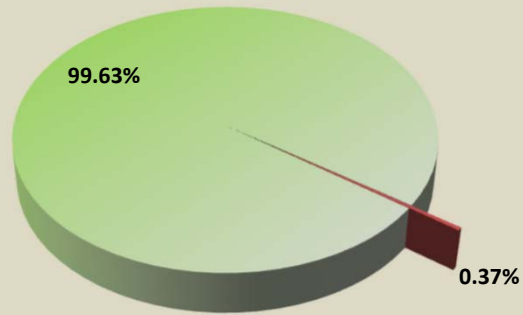
2016 COMBINED MONTHLY BREAKDOWN

Oct-16	\$249,510,796.33	\$174,087.04	\$249,684,883.37	\$9,479,071.82	\$21,239.64	\$1,658.11	\$240,204,153.44	\$9,480,729.93			
Nov-16	\$249,684,883.37	\$633,585.03	\$250,318,468.40	\$10,270,321.69	\$30,038.80	\$4,805.07	\$230,562,611.71	\$19,755,856.69			
Dec-16	\$250,318,468.40	(\$278,681.38)	\$250,039,787.02	\$132,850,048.98	\$23,630.70	\$593.98	\$97,433,287.37	\$152,606,499.65			
Jan-17	\$250,039,787.02	\$148,420.90	\$250,188,207.92	\$85,802,448.75	\$29,213.62	\$289.79	\$11,778,969.73	\$238,409,238.19			
Feb-17	\$250,188,207.92	(\$46,669.47)	\$250,141,538.45	\$3,563,898.84	\$196,390.69	(\$30,865.31)	\$8,199,266.73	\$241,942,271.72			
Mar-17	\$250,141,538.45	(\$88,426.37)	\$250,053,112.08	\$2,110,181.72	\$123,515.82	\$37,185.40	\$5,963,473.24	\$244,089,638.84			
Apr-17	\$250,053,112.08	\$146,139.52	\$250,199,251.60	\$728,306.79	\$87,457.12	\$2,046.90	\$5,379,259.07	\$244,819,992.53			
May-17	\$250,199,251.60	\$74,048.72	\$250,273,300.32	\$1,273,516.27	\$59,796.86	\$841.12	\$4,178,950.40	\$246,094,349.92			
Jun-17	\$250,273,300.32	\$45,897.42	\$250,319,197.74	\$493,691.76	\$67,486.75	\$3,923.88	\$3,727,232.18	\$246,591,965.56			
Jul-17	\$250,319,197.74	(\$8,985.36)	\$250,310,212.38	\$906,396.19	\$39,852.80	\$408.36	\$2,811,442.27	\$247,498,770.11			

**Year to Date Collection Report
October 1, 2016 - August 31, 2017**

■ YTD Collected ■ YTD Uncollected

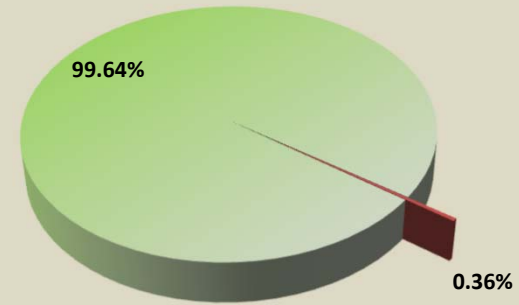
GWI



**Year to Date Collection Report
October 1, 2016 - August 31, 2017**

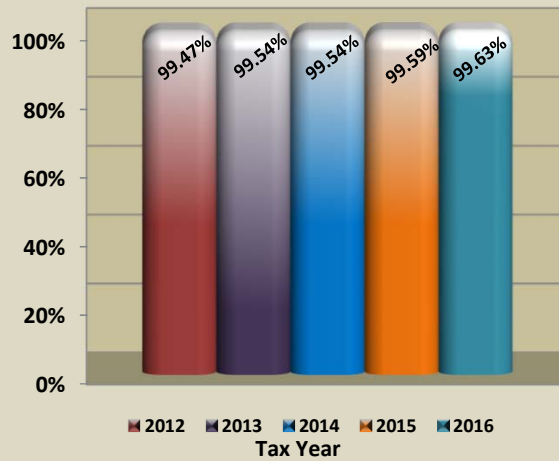
■ YTD Collected ■ YTD Uncollected

RFM



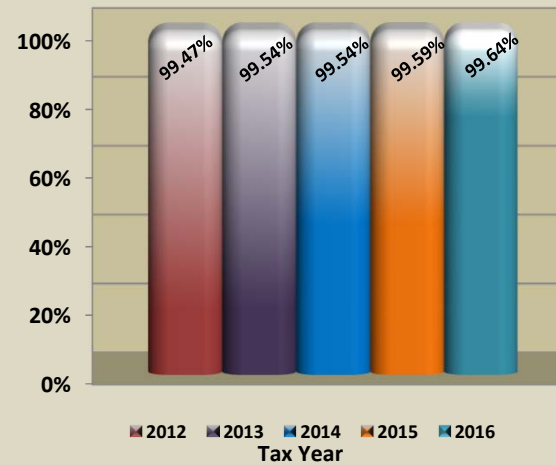
**Percent of Roll Collected Comparison
August 2013-2017**

GWI



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

RFM



Commissioners Court - Regular Session

17.

Meeting Date: 09/19/2017

Property Tax Refunds - Over 2500 - August 2017

Submitted For: Larry Gaddes

Submitted By: Cathy Atkinson, County Tax Assessor Collector

Department: County Tax Assessor Collector

Agenda Category: Consent

Information

Agenda Item

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

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

080117-083117 Refunds Over 2500

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Cathy Atkinson

Final Approval Date: 09/13/2017

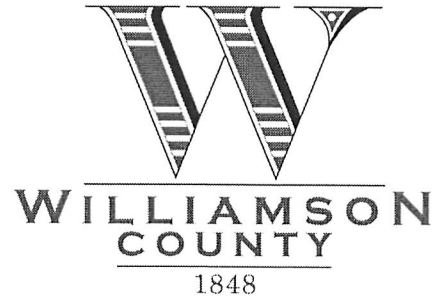
Reviewed By

Wendy Coco

Date

09/13/2017 03:52 PM

Started On: 09/13/2017 03:44 PM



Date: September 19, 2017
To: Members of the Commissioners Court
From: Larry Gaddes PCAC, CTA
Subject: Property Tax Refunds

Larry Gaddes PCAC, C T A
Tax Assessor/Collector

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

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

Thank you.

Main Office and Mailing Address:

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

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

Annex Locations:

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

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

3:31 PM
09/13/17
Accrual Basis

Property Tax
Account QuickReport
As of August 31, 2017

<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
Refunds Payable - Taxpayers				
08/03/2017	63179	DENNIS & MARITA CARROLL	R468680 - Escrow Refund	-10,520.56
Total Refunds Payable - Taxpayers				-10,520.56
TOTAL				-10,520.56

Commissioners Court - Regular Session

18.

Meeting Date: 09/19/2017

Digital Evidence Management Project Change Order

Submitted By: Jay Schade, Information Technology

Department: Information Technology

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take any necessary action to approve statement-of-work change order with zero-dollar impact related to agreement with Municipal Code Corporation (MCCi) for Digital Evidence Management System, RFP #1702-145 (original contract approved on 6/27/2017, agenda #35).

Background

This is a change order for the Digital Evidence Management project. It is simply clarifying our original intent.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Change Order

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Jay Schade

Final Approval Date: 09/13/2017

Reviewed By

Wendy Coco

Date

09/13/2017 01:36 PM

Started On: 09/13/2017 10:37 AM

MCCI

Project Change Request – Williamson County, TX - Digital Evidence

Change Request Overview

Williamson County, TX has requested a change to the services described in the second bullet point of the Project Objectives of the Statement of Work. The change requested will now have all uploaded files stored in Laserfiche by the Agency's to be kept in Laserfiche through the whole document life cycle. In exchange, a "Registration Form" will be developed to allow Law Enforcement Agency (LEA) staff to submit a request for access. Once the Form is submitted, an internal Williamson County Staff will take action to either approve or deny access. If the request is approved, the request will be sent to a Williamson County IT departmental staff for account creation. Once the account is created and completed, an automated notification will be sent to the LEA staff indicating their account is ready for use.

*Without any guarantee of success: MCCI will attempt to automate the account creation step.

Change Request Impact

MCCI development and testing time for this request will be at a \$0.00 and will be considered an even trade of service deliverables of the Statement of Work. This request could however have an impact on overall timeline of other deliverables associated with this project.

Change Cost

\$0.00.

Change Approval

The changes, impact, and costs as described above are agreed to by MCCI and Williamson County, TX.

<p>MCCI</p> <p>By: _____</p> <p>Printed Name: Rigoberto Ruiz</p> <p>Title: Senior Project Manager</p>	<p>Williamson County, TX</p> <p>By: _____</p> <p>Printed Name:</p> <p>Title:</p>	<p>Williamson County, TX</p> <p>By: _____</p> <p>Printed Name:</p> <p>Title:</p>
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Commissioners Court - Regular Session

19.

Meeting Date: 09/19/2017

OSSF

Submitted By: Rebecca Clemons, County Judge

Department: County Judge

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on an interlocal agreement between Williamson County and the Williamson County and Cities Health District regarding accrued leave for OSSF Employees.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

ILA

Form Review

Inbox

County Judge Exec Asst. (Originator)
Form Started By: Rebecca Clemons
Final Approval Date: 09/12/2017

Reviewed By

Wendy Coco

Date

09/12/2017 08:06 AM
Started On: 09/11/2017 03:27 PM

**INTERLOCAL AGREEMENT
BETWEEN WILLIAMSON COUNTY AND
WILLIAMSON COUNTY AND CITIES HEALTH DISTRICT
REGARDING
ACCRUED LEAVE FOR OSSF EMPLOYEES**

This Interlocal Agreement (hereinafter referred to as the "Agreement") is made and entered into by and between WILLIAMSON COUNTY, TEXAS, a political subdivision of the State of Texas (hereinafter referred to as the "County"), and the WILLIAMSON COUNTY AND CITIES HEALTH DISTRICT (hereinafter referred to as "WCCHD"). WCCHD and the County are herein referred to collectively as the "Parties" and individually as "Party."

WHEREAS, Texas Government Code, Chapter 791, Texas Interlocal Cooperation Act, allows these entities to contract with one another to perform governmental functions and services; and

WHEREAS, the Parties have previously taken action to transfer the permitting and regulation of on-site sewage facilities (OSSF) from WCCHD to the County; and

WHEREAS, the transfer of OSSF permitting and regulation will involve transferring several employees from WCCHD to the County; and

WHEREAS, the Parties desire to contract with each other for WCCHD to fund the accrued annual leave and the accrued sick leave for any transferred employees and for the County to assume responsibility for the administration of, and payment of, annual leave and sick leave benefits for any transferred employees; and

WHEREAS, the Parties hereby make a determination that entering into this Agreement would be mutually beneficial and not detrimental to the Parties.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. AUTHORITY

This Agreement is entered into by and between the Parties pursuant to the authority contained in Texas Government Code, Chapter 791, Texas Interlocal Cooperation Act. The provisions of Chapter 791 of the Government Code are incorporated into this Agreement, and this Agreement shall be interpreted in accordance with the Act.

2. PURPOSE

The purpose of this Agreement is for WCCHD to fund the accrued annual leave and the accrued sick leave for any WCCHD employees that are transferred to the County for the performance of OSSF permitting and regulation. The further purpose of this Agreement is to provide for the County to assume the administration of annual leave and sick leave benefits for any transferred employees and for the County to assume the obligations for payment of annual leave and sick leave benefits for any transferred employees.

3. TERM

The term of this Agreement shall be for _____ (____) months from the effective date hereof.

4. OBLIGATIONS OF WCCHD

4.1 Within _____ working days after the date of transfer of OSSF employees from WCCHD to the County, WCCHD will transfer funds to the County in an aggregate amount having the following components:

- a. a maximum of forty (40) hours of accrued, unpaid annual leave of each transferred employee, and
- b. a maximum of four hundred eighty (480) hours of accrued, unpaid sick leave of each transferred employee.

The foregoing amounts shall be determined as of the date of transfer, which will be 11:59 pm on September 30, 2017, at the current salary or hourly rate of pay for each transferred employee, plus all fringe.

4.2 WCCHD shall provide the County a schedule stating the hours and monetary value of the accrued, unpaid leave for each transferred employee.

5. OBLIGATIONS OF COUNTY

5.1 The County will accept the funds provided by WCCHD pursuant to Section 4, and shall assign and maintain such funds solely for payment of annual leave and sick leave for each transferred OSSF employee during their terms of employment with the County.

5.2 The County will create employment records for each transferred employee stating annual leave and sick leave balances corresponding to each employee's accrued, unpaid leave balances as of the date of their transfer of employment.

5.3 After the date of the transfer of the OSSF employees, the County will use the funds provided by WCCHD for payment of accrued annual leave and sick leave benefits for the transferred employees until the funds have been depleted.

6. LIABILITY

6.1 The Parties expressly agree that nothing in this Agreement adds to or changes the liability limits and immunities for a governmental unit provided by the Texas Tort Claims Act, Chapter 101, Civil Practice and Remedies Code, or other law. The Parties expressly agree that, in the execution of this Agreement, neither Party waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of its powers or functions or pursuant to the Texas Tort Claims Act or other applicable statutes, laws, rules, or regulations.

7. TERMINATION AND SUSPENSION

Intentionally omitted.

8. NOTICE

All notices, demands and requests, including invoices which may be given or which are required to be given by either Party to the other, and any exercise of a right of termination provided by this Agreement, shall be in writing and shall be deemed effective when sent, by certified or registered mail, return receipt requested, addressed to the intended recipient at the address specified below:

Williamson County

Attention: Williamson County Judge
Dan A. Gattis
710 Main Street, Suite 101
Georgetown, Texas 78626

Williamson County and Cities Health District

Attn: Executive Director
Williamson County and Cities Health District
100 W. 3rd Street
Georgetown, TX 78626

9. DISPUTE RESOLUTION

9.1 If a dispute or claim arises under this Agreement, the Parties agree to first try to resolve the dispute or claim by appropriate internal means, including referral to each Party's senior management. If the Parties cannot reach a mutually satisfactory resolution, then any such dispute or claim will be sought to be resolved with the help of a mutually selected mediator. If the parties cannot agree on a mediator, WCCHD and County shall each select a mediator and the two mediators shall agree upon a third mediator. Any costs and fees, other than attorney fees, associated with the mediation shall be shared equally by the Parties.

9.2 WCCHD and County hereby expressly agree that no claims or disputes between the Parties arising out of or relating to this Agreement or a breach thereof shall be decided by any arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.

10. MISCELLANEOUS PROVISIONS

10.1 No Third Party Beneficiaries. No term or provision of this Agreement is intended to, or shall, create any rights in any person, firm, corporation, or other entity not a party hereto, and no such person or entity shall have any cause of action hereunder.

10.2 No Other Relationship. No term or provision in this Agreement is intended to create a partnership, joint venture, or agency arrangement between the Parties.

10.3 Current Revenues. Pursuant to Section 791.011(d)(3) of the Texas Government Code, each Party performing services or furnishing services pursuant to this Agreement shall do so with funds available from current revenues of the Party.

10.4 Amendment. Amendment of this Agreement may only be by mutual written consent of the Parties.

10.5 Governing Law and Venue. The Parties agree that this Agreement and all disputes arising thereunder shall be governed by the laws of the State of Texas, and that exclusive venue for any action arising under this Agreement shall be in Williamson County, Texas.

10.6 Force Majeure. Notwithstanding any other provisions of this Agreement to the contrary, no failure, delay or default in performance of any obligation hereunder shall constitute an event of default or a breach of this Agreement if such failure to perform, delay or default arises out of causes beyond the control and without the fault or negligence of the Party otherwise chargeable with failure, delay or default; including but not limited to acts of God, acts of public enemy, civil war, insurrection, riots, fires, floods, explosion, theft, earthquakes, natural disasters or other casualties, strikes or other labor troubles, which in any way restrict the performance under this Agreement by the Parties.

10.7 Entire Agreement. This Agreement constitutes the entire agreement of the Parties regarding the subject matter contained herein. The Parties may not modify or amend this Agreement, except by written agreement approved by the governing bodies of each Party and duly executed by both Parties.

10.8 Approval. This Agreement has been duly and properly approved by each Party's governing body and constitutes a binding obligation on each Party.

10.9 Assignment. Except as otherwise provided in this Agreement, a Party may not assign this Agreement or subcontract the performance of services without first obtaining the written consent of the other Party.

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

10.11 Non-Waiver. A Party's failure or delay to exercise a right or remedy does not constitute a waiver of the right or remedy. An exercise of a right or remedy under this Agreement does not preclude the exercise of another right or remedy. Rights and remedies under this Agreement are cumulative and are not exclusive of other rights or remedies provided by law.

10.12 Paragraph Headings. The various paragraph headings are inserted for convenience of reference only, and shall not affect the meaning or interpretation of this Agreement or any section thereof.

10.13 Severability. The Parties agree that in the event any provision of this Agreement is declared invalid by a court of competent jurisdiction that part of the Agreement is severable and the decree shall not affect the remainder of the Agreement. The remainder of the Agreement shall be and continue in full force and effect.

10.14 Open Meetings Act. The Parties hereby represent and affirm that this Agreement was adopted in an open meeting held in compliance with the Texas Open Meetings Act (Tex. Gov. Code, Ch. 551), as amended.


10.15 Right to Audit. Both Parties agree that the other Party 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 the other Party which are directly pertinent to the services to be performed under this Agreement by such other Party for the purposes of making audits, examinations, excerpts, and transcriptions. The Parties agree that the other Party 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 Party performing the audit shall give the other Party reasonable advance notice of intended audits.

10.16 Counterparts. This Agreement may be executed in multiple counterparts which, when taken together, shall be considered as one original.

10.17 Effective Date. This Agreement is made to be effective on the latest date accompanying the signatures below.

APPROVED by the Williamson County Board of Health, in its meeting held on the _____ day of _____, 2017, and executed by its authorized representative.

WILLIAMSON COUNTY AND CITIES HEALTH DISTRICT

By: 

Ehab Kawar, Chairman
Williamson County Board of Health

Date Signed: 9/7/17

APPROVED by the Commissioners Court of Williamson County in its meeting held on the _____ day of _____, 2017, and executed by its authorized representative.

WILLIAMSON COUNTY

By: _____
Dan A. Gattis, County Judge

Date Signed: _____

Commissioners Court - Regular Session

20.

Meeting Date: 09/19/2017

Surveying and Mapping Supplemental 2 to WA 3 on-call professional survey services

Submitted For: Terron Evertson

Submitted By: Sarah Ramos, Unified Road System

Department: Unified Road System

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Supplemental Work Authorization No. 2 under Williamson County Contract between Surveying and Mapping LLC and Williamson County dated February 9, 2015 for on-call professional survey services. This supplemental is to extend the expiration date to September 30, 2018. The current Work Authorization dollar amount will remain the same.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

SAM - WA 3 - Supplement #2

Form Review

Inbox

County Judge Exec Asst.

URS (Originator)

Form Started By: Sarah Ramos

Final Approval Date: 09/13/2017

Reviewed By

Wendy Coco

Sarah Ramos

Date

09/12/2017 02:47 PM

09/13/2017 09:49 AM

Started On: 09/08/2017 10:22 AM

**SUPPLEMENTAL WORK AUTHORIZATION NO. 2
TO**

WORK AUTHORIZATION NO. 3

PROJECT: Williamson County Road & Bridge – On-Call Professional Survey Services

This Supplemental Work Authorization No. 2 to Work Authorization No. 3 is made pursuant to the terms and conditions of the Williamson County Contract for Surveying Services, being dated February 9, 2015 (“Contract”) and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Surveying and Mapping (SAM) LLC (the "Surveyor").

WHEREAS, the County and the Surveyor executed Work Authorization No. 3 dated effective September 11, 2015 (the “Work Authorization”);

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

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

AGREEMENT

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

- I. The Work Authorization shall terminate on September 30, 2018. The Services to be Provided by the Surveyor shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The revised Work Schedule is attached hereto as Attachment “C”.

County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Supplemental Work Authorization. Surveyor 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 Surveyor 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 Surveyor.

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 Surveyor 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 ____.

SURVEYOR:
SURVEYING & MAPPING (SAM) LLC

COUNTY:
Williamson County, Texas

By: Michael R. Hatcher
Signature

By: _____
Signature

Michael R. Hatcher, RPLS
Printed Name

Dan Gattis
Printed Name

Sr. Vice President
Title

County Judge
Title

Attachment C - Work Schedule

Surveyor shall provide a work schedule for the assigned task. Work shall immediately upon receipt of agreement between County and Surveyor on the work schedule and authorization to proceed on assigned tasks.

Attachment A – Services to be provided by County

1. County will provide the specifications requirements for all surveys.
2. County will provide timely reviews and decisions necessary to enable the Surveyor to maintain an agreed upon project schedule as developed in attached Attachment C.
3. County will provide aluminum caps for iron rods, if applicable.
4. County will provide brass caps for flush mount ROW markers, if applicable.
5. County will provide a single point of contact, to be identified upon Notice to Proceed.
6. County will provide project management.

Attachment B - Services to be Provided by Surveyor

Surveyor will perform field and office work to provide Professional Survey Services on an on-call basis as needed for survey tasks such as:

1. Perform record research to prepare efforts for field crew boundary search.
2. Perform field surveys to tie boundary monuments and evidence of right-of-way lines.
3. Prepare metes and bounds description with sketches for surveyed tracts of land.
4. Perform design surveys to locate, but are not limited to, existing utilities, topographical features, existing improvements and existing right-of-ways.
5. Prepare Microstation drawings showing results of survey.
6. Stake right-of-way lines for fence construction.
7. Perform construction surveys to
 - stake existing or proposed right-of-ways and centerline, proposed improvements.
 - recover and check existing control points
 - establish additional control points.
8. Perform quality assurance, quality control, and review of other surveyors' work.
9. Miscellaneous.

Attachment C - Work Schedule

Surveyor shall provide a work schedule for the assigned tasks. Work shall begin immediately upon receipt of agreement between County and Surveyor on the work schedule and authorization to proceed on assigned tasks.

Attachment D - Fee Schedule

Surveyor shall provide a fee schedule for the assigned tasks. Work shall begin immediately upon receipt of agreement between County and Surveyor on the fee schedule and authorization to proceed on assigned tasks.

Hourly Rate Schedule, per the 2015 Road & Bridge / SAM LLC PSA:

SAM, LLC STANDARD AUSTIN RATE SCHEDULE

Effective October 16, 2014

SURVEY FIELD CREW SERVICES:

Two (2) Person Survey Field Crew	\$130.00 per hour
Three (3) Person Survey Field Crew	\$160.00 per hour
Additional Rodperson, Chainperson or Flagperson	\$32.00 per hour
1 Person Crew with Receiver or Robotic Total Station	\$105.00 per hour
GPS Receiver	\$25.00 per hour
Field Coordinator	\$85.00 per hour
ATV or Utility Vehicle	\$75.00 per day

Field crews are equipped with a four-wheel drive vehicle. There is mileage charge for survey crew vehicles computed at the current I.R.S. mileage allowance.

SURVEY OFFICE PERSONNEL SERVICES:

Principal	\$170.00 per hour
Associate/Senior Project Manager	\$145.00 per hour
Project Manager	\$125.00 per hour
Staff Surveyor	\$110.00 per hour
GPS/HDS Coordinator	\$105.00 per hour
Surveyor-In-Training (SIT)	\$90.00 per hour
Senior Survey Technician	\$90.00 per hour
Survey Technician	\$80.00 per hour
Administration / Clerical Support	\$60.00 per hour

All surveying services are regulated under the Texas Board of Professional Land Surveying. The Board can be contacted at 12100 Park 35 Circle, Bldg A, Suite 156 Austin, Texas 78753.

Attachment D, Fee Schedule, continued

GEOSPATIAL SERVICES:

Principal	\$170.00 per hour
Senior Project Manager	\$155.00 per hour
Project Manager	\$140.00 per hour
Acquisition Manager	\$125.00 per hour
Pilot	\$125.00 per hour
Photogrammetrist / Project Lead	\$105.00 per hour
Acquisition / Calibration / Aerial Triangulation Technician	\$95.00 per hour
LiDAR / Photogrammetry Technician	\$92.50 per hour
HDS Laser Scanning Technician	\$95.00 per hour

EQUIPMENT:

Aerial LiDAR System (Equipment Only)	\$6,500.00 per day
Mobile Mapping System (Equipment Only)	\$6,000.00 per day
Mobile Mapping Equipment Stand-by Fee (Equipment Only)	\$3,000.00 per day
HDS Laser Scanner	\$850.00 per day
High Rail Equipped Vehicle	\$100.00 per day
Weather Station	\$100.00 per day
Oblique Camera System	\$250.00 per day
Video Camera System	\$50.00 per day
Helicopter (Turbine Engine Powered)	\$1,450.00 per hour
Helicopter (Reciprocal Engine Powered)	\$850.00 per hour
GPS Receiver (Unmanned)	\$ 25.00 per hour
Geospatial Work Station	\$ 15.00 per hour
Aerial Film Scanning	\$ 10.00 per frame

Commissioners Court - Regular Session

21.

Meeting Date: 09/19/2017

Surveying and Mapping Supplemental 2 to WA 5 Right of Way Survey and Parcel Maps for San Gabriel Ranch Road

Submitted For: Terron Evertson

Submitted By: Sarah Ramos, Unified Road System

Department: Unified Road System

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Supplemental Work Authorization No. 2 under Williamson County Contract between Surveying and Mapping LLC and Williamson County dated February 9, 2015 for right of way survey and parcel maps for San Gabriel Ranch Road. This supplemental is to extend the expiration date to December 31, 2017 and increase the maximum amount payable to \$39,195.80.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

[SAM WA 5 - Supplemental 2 San Gabriel RR](#)

Form Review

Inbox

County Judge Exec Asst.

URS (Originator)

Form Started By: Sarah Ramos

Final Approval Date: 09/13/2017

Reviewed By

Wendy Coco

Sarah Ramos

Date

09/12/2017 02:47 PM

09/13/2017 09:49 AM

Started On: 09/08/2017 10:41 AM

SUPPLEMENTAL WORK AUTHORIZATION NO. 2
TO
WORK AUTHORIZATION NO. 5

WILLIAMSON COUNTY PROJECT:
Right of Way Survey and Parcel Maps for San Gabriel Ranch Road

This Supplemental Work Authorization No. 2 to Work Authorization No. 5 is made pursuant to the terms and conditions of the Williamson County Contract for Surveying Services, being dated February 9, 2015 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Surveying and Mapping (SAM) LLC (the "Surveyor").

WHEREAS, the County and the Surveyor executed Work Authorization No. 5 dated effective November 15, 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 Surveyor agree that the Work Authorization shall be amended, changed and modified as follows:

- I. The Services to be Provided by the Surveyor 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 above referenced Work Authorization termination date shall be modified to December 31, 2017. The Services to be Provided by the Surveyor shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The revised Work Schedule is attached hereto as Attachment "C".
- III. The maximum amount payable for services under the Work Authorization is hereby increased from \$19,859.80 to \$39,195.80. The revised Work 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. Surveyor 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 Surveyor 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 Surveyor.

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 Surveyor have executed this Supplemental Work Authorization, in duplicate, to be effective as of the date of the last party's execution below.

SURVEYOR:

By: 
Signature

Michael R. Hatcher, RPLS
Printed Name

Sr. Vice President
Title

9/06/2017
Date

COUNTY:

By: _____
Signature

Printed Name

Title

Date

LIST OF ATTACHMENTS

Attachment B - Services to be Provided by Surveyor

Attachment C - Work Schedule

Attachment D - Fee Schedule

Attachment B - Services to be Provided by Surveyor

RIGHT-OF-WAY SUVEYS AND PARCEL MAPS (UP TO 2 ROW PARCELS)

PROJECT CONTROL

Surveying And Mapping, LLC (SAM) shall recover existing primary survey control utilized in this work authorization for San Gabriel Ranch Road boundary survey. The primary survey control, as provided by Williamson County, consists of a subterranean concrete monument with a 3-1/4 inch diameter aluminum cap flush with the natural ground surface on the northerly right-of-way of Remuda Drive, approximately 200 feet west of the intersection with Mustang Circle, Liberty Hill, Texas, and stamped "Williamson County GPS Monument" "GPS-40" "2007-40" Elevation: 902.36.

Horizontal datum, as provided by Williamson County for this project, will be NAD83 (2011) Epoch 2010, and will be projected to Texas Coordinate System, Central Zone using a combined scale factor of 0.99985472. Vertical Datum, as provided by Williamson County for this project, will be based on the orthometric height, (GEOID 03).

RIGHT-OF-ENTRY (ROE)

Williamson County will obtain written ROE from the landowners for the purpose of gaining access for survey. SAM will contact affected land owners prior to commencing any work on private property. SAM anticipates that Williamson County will handle problems regarding any and all refusal to grant ROE or communication with land owners who are hostile with respect to the completion of this scope of services. SAM will document any interactions with land owners while performing the work. Gaining ROE from all land owners in a timely manner will be critical to the success and efficiency in meeting deadlines for this project.

RECORDS RESEARCH AND DEED STUDY

Upon notice to proceed, SAM will conduct research in the Williamson County Appraisal District offices to confirm property ownership for the two (2) affected properties (subject properties). Concurrently, copies of the current deeds and any plats for all subject properties will be obtained from the Williamson County Clerks' records.

SAM will enlist the services of a title company to provide title reports for the two (2) affected subject properties. Based upon the records obtained, SAM will prepare a working drawing of the deeds and ROW information to be used for a preliminary base map.

FIELD SURVEYS

SAM will recover existing monuments marking the corners of the properties, and corner or angle point monuments nearest to the proposed ROW, from which ROW is to be obtained and will tie the monumentation found to the project control.

BOUNDARY ANALYSIS

Utilizing the deed study and the data obtained from the field survey, SAM will analyze the results of the survey and perform computations to determine locations of ROW lines and the side property lines of each of the subject properties.

PREPARATION OF DOCUMENTS

- a. SAM will append the previously developed base file (developed under this contract and project) showing ownership of the subject properties and any easements found during the title abstract. Properties adjacent to the existing/proposed right of way within the project limits will be labeled with the owner's name and deed recordation information.
- b. Utilizing the boundary surveys performed by SAM, and the proposed ROW line provided by Williamson County, SAM will compute the boundaries of the ROW parcels for each of the subject properties.
- c. SAM will draft plats for up to two (2) parcels and append plats for up to two (2) parcels for ROW acquisition, upon receiving final ROW lines from Williamson County, to be prepared on 8 1/2" x 11" pages. A closure computation will be prepared for each of the plats.
- d. SAM will prepare a field note (metes and bounds) description for each of the parcels mentioned in item "c" above. A closure computation will be prepared for each of the descriptions.
- e. SAM will draft a continuous ROW roll plot exhibit, at an even scale, based upon the above stated project limits. The roll plot will contain the proposed ROW lines, existing ROW lines, parcel numbers and record ownership information.
- f. To assure the accuracy of the documents, SAM will read the descriptions while all details are compared parcel plats (bearings, distances, stations and offsets, deed references, etc.). Final mark-ups will be made and corrections completed.
- g. All of the above described survey documents (ROW roll plot, property descriptions parcel plats and closure computations) will be submitted to Williamson County for review. Upon the completion of review of all ROW survey documents, SAM will make any necessary corrections. The final ROW documents will then be delivered to Williamson County.

MONUMENTATION

5/8 inch iron rods with aluminum caps stamped "Williamson County ROW" will be set at PCs, PTs, and angle points along the proposed right-of-way line and at property line intersections with the proposed right-of-way line (assume 9 total).

ROW SURVEY DELIVERABLES

- a. Three legal descriptions for each parcel (signed and sealed).

- b. Three individual survey plats on 8 1/2"x11" for each parcel (signed and sealed).
- c. ROW map/roll plot
- d. One set of area computation sheets for legal descriptions, plats, and ROW roll plot showing parcel lines and parcel numbers corresponding to field notes for all parcels.
- e. Digital files on CD for the right-of-way base file and reference files in Microstation V8 (.dgn) format. These shall be delivered to Williamson County prior to finalizing the proposed ROW acquisition documents.
- f. PDF copy of Title Reports for each parcel to be used in assisting the ROW acquisition effort.

ADDITIONAL SERVICES

In addition to the services outlined above, SAM can provide additional services as requested on a time and materials basis. If requested, a scope of work and estimated fee will be provided in writing prior to SAM proceeding with any additional service. These additional services include, but are not limited to, the following:

- ROW or Boundary surveying and mapping services beyond that scoped herein.
- Design surveying services.
- Obtaining right of entry from the adjoining landowners.
- Records research to abstract title, easements and other encumbrances of record beyond the scoped herein.
- Preparing of descriptions and plats for temporary construction easements and surveying to stake such easements if required.
- Aerial or Geospatial services.
- Subsurface Utility Engineering (SUE) services.
- Construction staking.
- Any other services not specifically outlined above.

Attachment C - Work Schedule

See Attached

ATTACHMENT C - WORK SCHEDULE

	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week 9	Week 10	Week 11	Week 12 - Week 20
	14-Aug-17	21-Aug-17	28-Aug-17	4-Sep-17	11-Sep-17	18-Sep-17	25-Sep-17	2-Oct-17	9-Oct-17	16-Oct-17	23-Oct-17	30-Oct-17 to 31-Dec-17
Surveying and Mapping, LLC												
Recover and Establish Horizontal Survey Control*												
Righ-Of-Entry Coordination												
Records Research and Deed Study												
Field Surveys*												
Boundary Analysis												
Williamson County Review												
Preparation of Documents												
Williamson County Review												
Monumentation*												
* Weather Dependent												

SAM, LLC has sufficient office & field staff available to accommodate accelerated work schedules that may become necessary during the course of the project. Please contact us immediately upon becoming aware of this situation to discuss compressing the schedule, along with associated fees, to deliver the final product to meet the new deadline.

Attachment D - Fee Schedule

See Attached

Commissioners Court - Regular Session

22.

Meeting Date: 09/19/2017

Freese and Nichols WA No 2

Submitted For: Robert Daigh

Submitted By: Vicky Edwards, Unified Road System

Department: Unified Road System

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Work Authorization No 2 in the amount of \$50,000 to expire on September 30, 2018 under Williamson County Contract for Engineering Services between Freese and Nichols, Inc and Williamson County dated December 22, 2016 for On Call Professional Engineering Services for Williamson County Road and Bridge.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

[Freese & Nichols On Call WA No 2](#)

Form Review

Inbox

Hal Hawes

County Judge Exec Asst.

Form Started By: Vicky Edwards

Final Approval Date: 09/13/2017

Reviewed By

Hal Hawes

Wendy Coco

Date

09/12/2017 04:30 PM

09/13/2017 01:36 PM

Started On: 09/12/2017 09:25 AM

WORK AUTHORIZATION NO. 2

PROJECT: On Call Professional Engineering Services

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated **December 22, 2016** 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").

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

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

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

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on **September 30, 2018.** The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

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

Part 6. 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 _____, 2017.

ENGINEER:

FREESE AND NICHOLS INC

By: 
Signature

James A. Scanlon III
Printed Name

ASSOCIATE
Title

COUNTY:

Williamson County, Texas

By: _____
Signature

Printed Name

Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

Attachment A - Services to be Provided by County

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

Attachment B - Services to be Provided by Engineer

FNI will provide general consulting services and support to the Engineering Design Services for Replacement of Culvert Crossings Project as requested. Services may include but are not limited to:

1. Providing engineering reviews and floodplain management services for projects in the County as requested. Assistance may include review of development projects, Conditional Letters of Map Revision (CLOMR) submittals, Letters of Map Revision (LOMR) submittals, and hydrologic or hydraulic models (including 2D models).
2. Support staff activities for County projects as requested including developing or reviewing CLOMR/LOMR's, developing hydrologic or hydraulic models, staff augmentation, and/or provide technical expertise and general peer review for County designed projects.
3. Assist County Staff in addressing drainage concerns from County Residents or County Commissioners as requested. Generally, these tasks will include gathering information related to the possible drainage issue/concern including talking to stakeholders, evaluating/analyzing drainage patterns and runoff quantities, and preparing a summary memorandum that documents the issue and analysis. If requested and needed, these tasks may include providing recommendations for drainage improvements, conceptual design analyses, and opinions of probable construction costs.
4. Provide training and/or technical support to County staff as requested.

Attachment C - Work Schedule

Individual tasks under this contract will be initiated by the County. For each task assignment Freese and Nichols will provide a written description of the services to be provided, estimated timeline for completion, and requested deliverables. Freese and Nichols will proceed with the individual tasks upon written task authorization from the County.

Attachment D - Fee Schedule

Compensation to Engineer for Basic Services in Work Authorization #2, Attachment B shall be computed on the basis of the Schedule of Charges, but shall not exceed Fifty Thousand Dollars and No Cents (\$50,000.00). If FNI sees the Scope of Services changing so that Additional Services are needed, including but not limited to those services described as Additional Services in Attachment B, Engineer will notify COUNTY for COUNTY'S approval before proceeding. Additional Services shall be computed based on the Schedule of Charges.

Schedule of Charges:

<u>Position</u>	<u>Rate</u>
Professional - 1	113
Professional - 2	137
Professional - 3	156
Professional - 4	178
Professional - 5	209
Professional - 6	240
Construction Manager - 1	91
Construction Manager - 2	117
Construction Manager - 3	138
Construction Manager - 4	173
CAD Technician/Designer - 1	96
CAD Technician/Designer - 2	126
CAD Technician/Designer - 3	153
Corporate Project Support - 1	92
Corporate Project Support - 2	111
Corporate Project Support - 3	148
Intern/ Coop	57

Rates for In-House Services

Technology Charge

\$8.50 per hour

Bulk Printing and Reproduction

	<u>B&W</u>	<u>Color</u>
Small Format (per copy)	\$0.10	\$0.25
Large Format (per sq. ft.)		
Bond	\$0.25	\$0.75
Glossy / Mylar	\$0.75	\$1.25
Vinyl / Adhesive	\$1.50	\$2.00
Mounting (per sq. ft.)	\$2.00	
Binding (per binding)	\$0.25	

Travel

Standard IRS Rates

OTHER DIRECT EXPENSES:

Other direct expenses are reimbursed at actual cost. They include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from the FNI office and other miscellaneous expenses directly related to the work, including costs of laboratory analysis, test, and other work required to be done by independent persons other than staff members. For Resident Representative services performed by non-FNI employees and CAD services performed In-house by non-FNI employees where FNI provides workspace and equipment to perform such services, these services will be billed at cost.

These rates are subject to annual adjustment. Last Updated February 2015.

2022015

FNI _____
OWNER _____

Commissioners Court - Regular Session

23.

Meeting Date: 09/19/2017

Discuss consider and take appropriate action on approval of the preliminary plat for the Star Ranch Section 7 subdivision - Pct 4

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 Star Ranch Section 7 subdivision - Pct 4

Background

This is the revised preliminary plat for Star Ranch Section 7. This preliminary plat has been revised to include 197 condominium units.

Fiscal Impact

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

Attachments

Star Ranch Sec 7 Prelim

Form Review

Inbox

County Judge Exec Asst.
Form Started By: Katheryn Cromwell
Final Approval Date: 09/13/2017

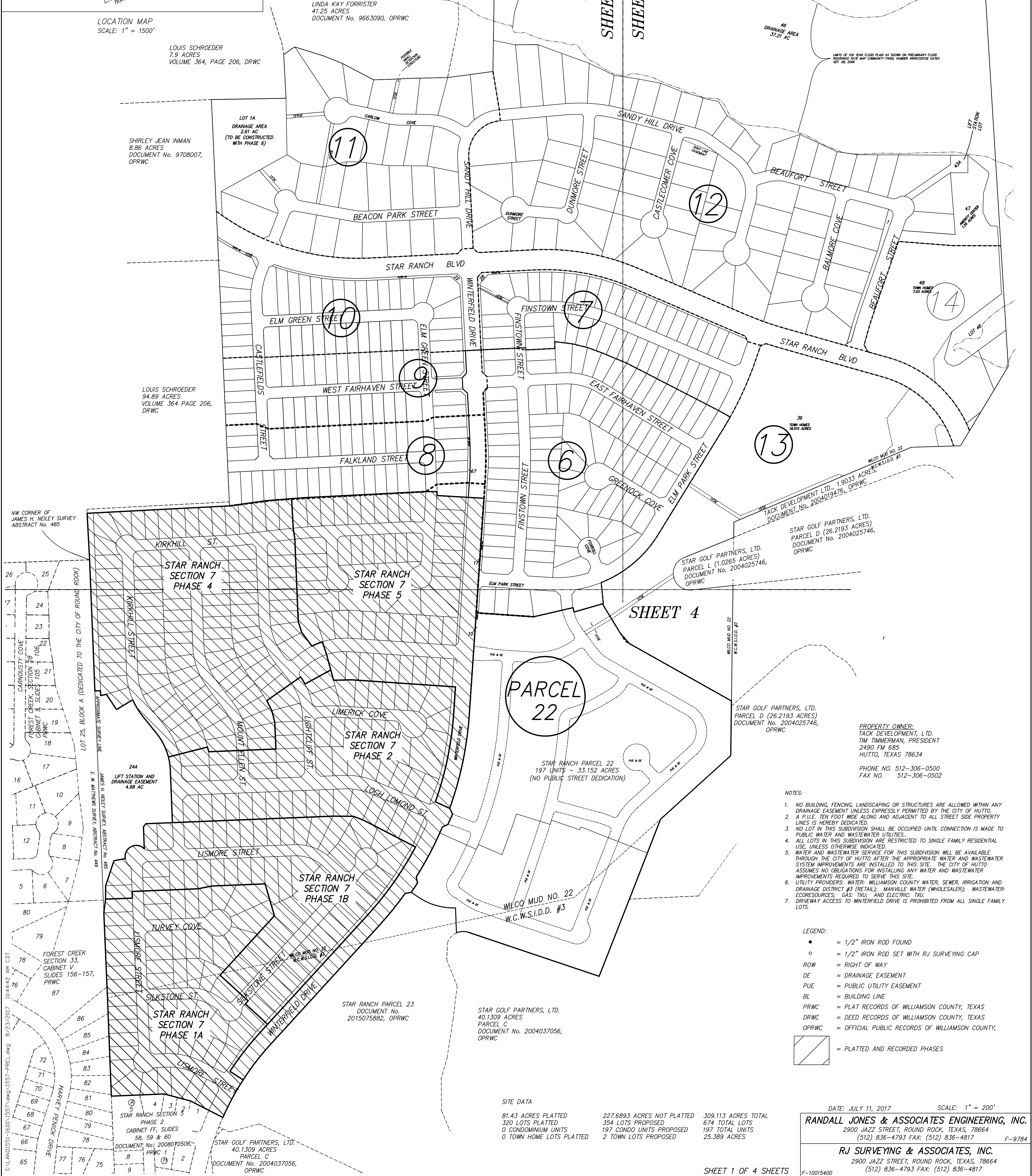
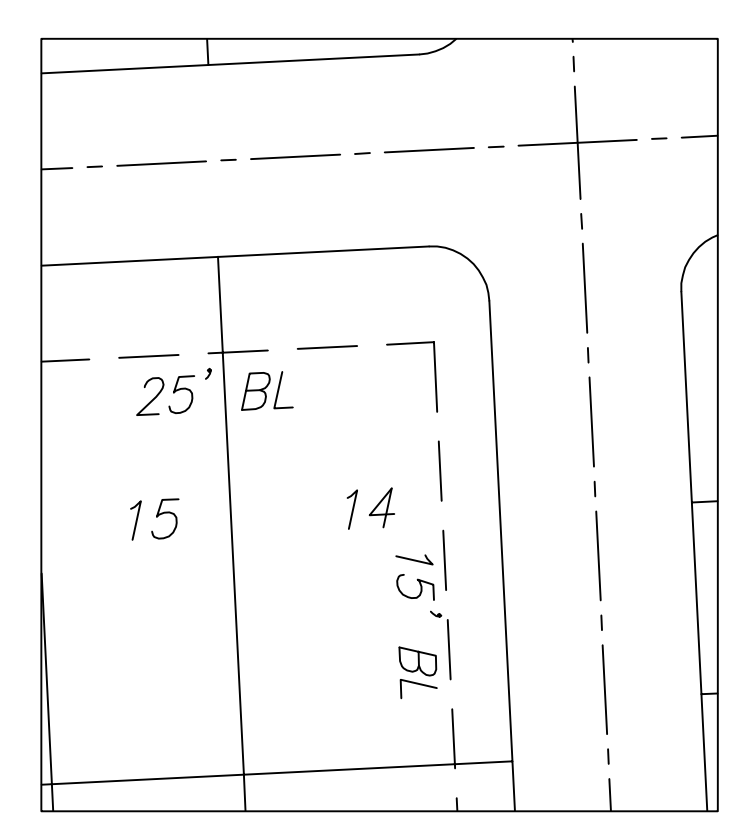
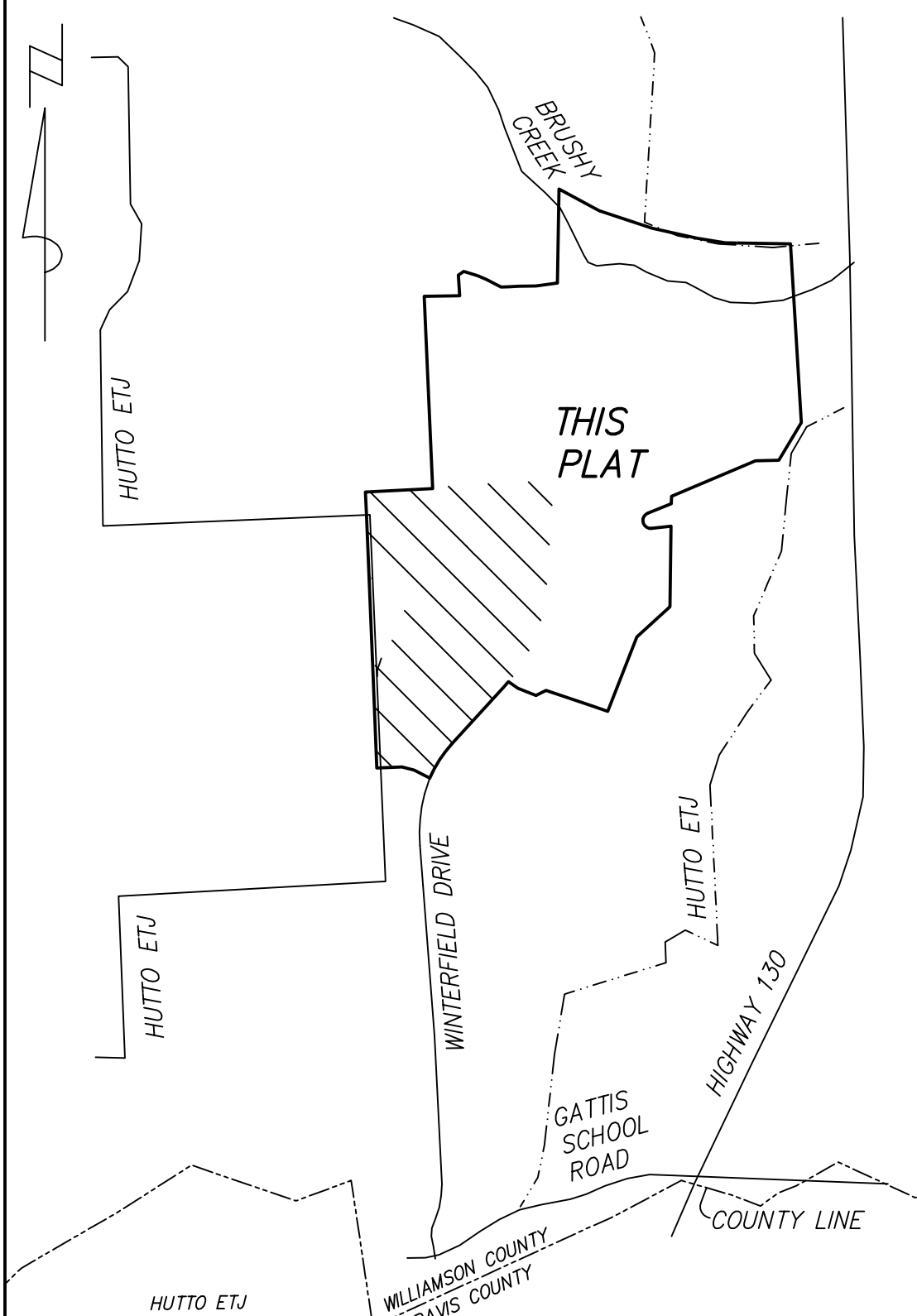
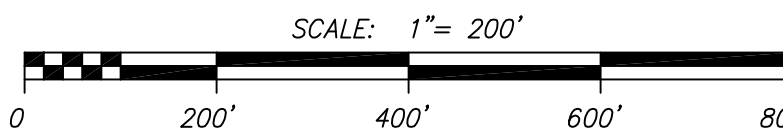
Reviewed By

Wendy Coco

Date

09/13/2017 04:46 PM
Started On: 09/13/2017 04:19 PM

REVISED PRELIMINARY PLAT OF
STAR RANCH SECTION 7
 WILLIAMSON COUNTY, TEXAS



- NOTES:
- NO BUILDING, FENCING, LANDSCAPING OR STRUCTURES ARE ALLOWED WITHIN ANY DRAINAGE EASEMENT UNLESS EXPRESSLY PERMITTED BY THE CITY OF HUTTO.
 - A 5' P.U.E. TEN FOOT WIDE ALONG AND ADJACENT TO ALL STREET SIDE PROPERTY LINES IS HEREBY DEDICATED.
 - NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO PUBLIC WATER AND WASTEWATER UTILITIES.
 - ALL LOTS IN THIS SUBDIVISION ARE RESTRICTED TO SINGLE FAMILY RESIDENTIAL USE, UNLESS OTHERWISE INDICATED.
 - WATER AND WASTEWATER SERVICE FOR THIS SUBDIVISION WILL BE AVAILABLE THROUGH THE CITY OF HUTTO AFTER THE APPROPRIATE WATER AND WASTEWATER SYSTEM IMPROVEMENTS ARE INSTALLED TO THIS SITE. THE CITY OF HUTTO ASSUMES NO OBLIGATIONS FOR INSTALLING ANY WATER AND WASTEWATER IMPROVEMENTS REQUIRED TO SERVE THIS SITE.
 - UTILITY PROVIDERS: WATER: WILLIAMSON COUNTY WATER, SEWER, IRRIGATION AND DRAINAGE DISTRICT #3 (RETAIL); MANVILLE WATER (WHOLESALE); WASTEWATER: ECORESOURCES; GAS: TXU; AND ELECTRIC: TXU.
 - DRIVEWAY ACCESS TO WINTERFIELD DRIVE IS PROHIBITED FROM ALL SINGLE FAMILY LOTS.

- LEGEND:
- = 1/2" IRON ROD FOUND
 - = 1/2" IRON ROD SET WITH RJ SURVEYING CAP
 - ROW = RIGHT OF WAY
 - DE = DRAINAGE EASEMENT
 - PUE = PUBLIC UTILITY EASEMENT
 - BL = BUILDING LINE
 - PRWC = PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
 - DRWC = DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
 - OPRWC = OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY,
 - = PLATTED AND RECORDED PHASES

SITE DATA

81.43 ACRES PLATTED	227.6893 ACRES NOT PLATTED	309.113 ACRES TOTAL
320 LOTS PLATTED	354 LOTS PROPOSED	674 TOTAL LOTS
0 CONDOMINIUM UNITS	197 CONDO UNITS PROPOSED	197 TOTAL UNITS
0 TOWN HOME LOTS PLATTED	2 TOWN LOTS PROPOSED	25.389 ACRES

DATE: JULY 11, 2017 SCALE: 1" = 200'

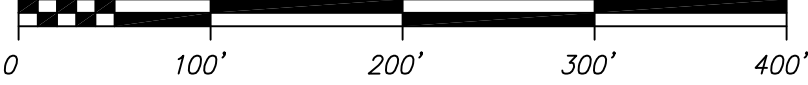
RANDALL JONES & ASSOCIATES ENGINEERING, INC.
 2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664
 (512) 836-4793 FAX: (512) 836-4817 F-9784

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

REVISED PRELIMINARY PLAT OF
STAR RANCH SECTION 7

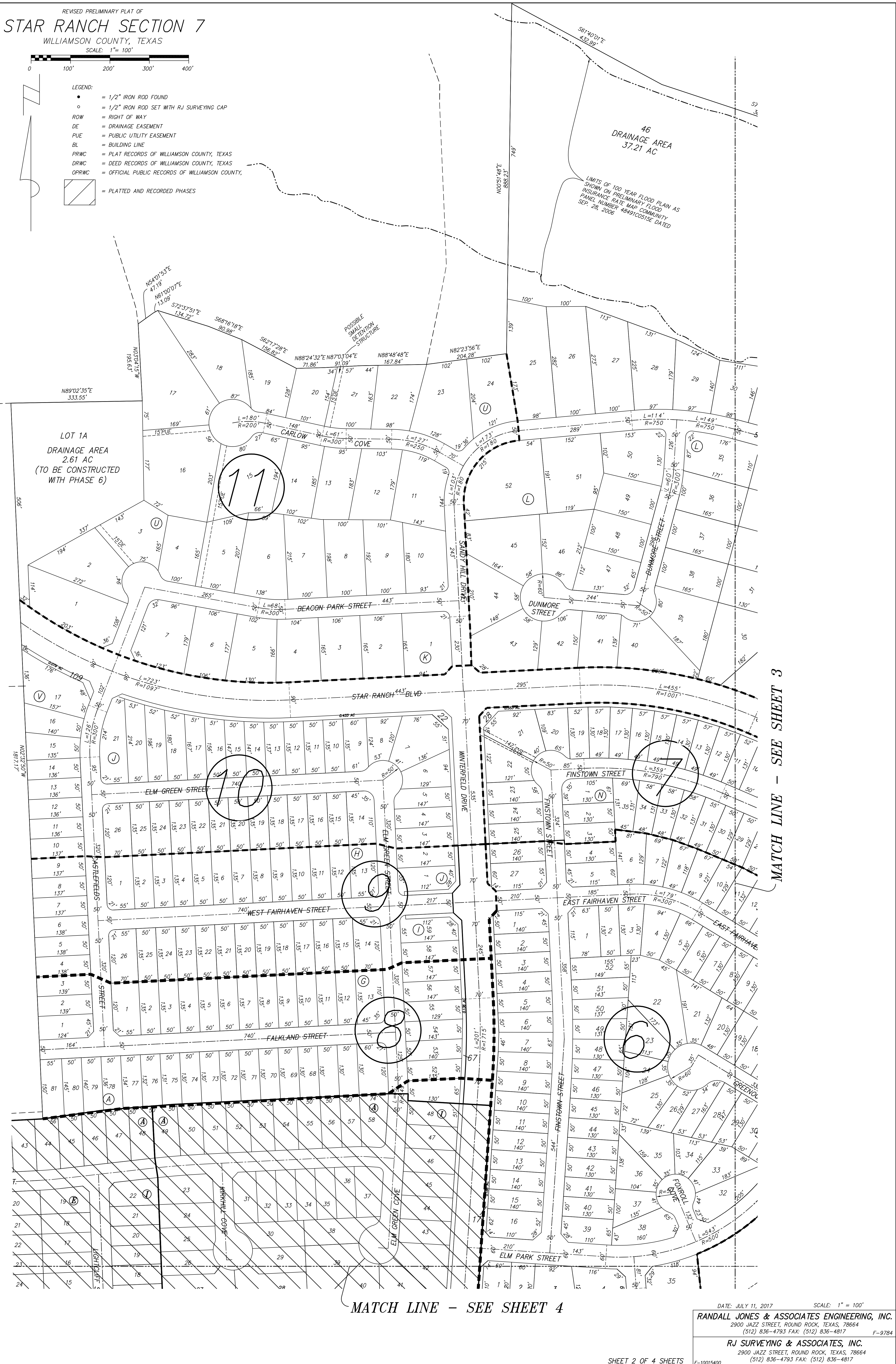
WILLIAMSON COUNTY, TEXAS

SCALE: 1" = 100'



LEGEND:

- = 1/2" IRON ROD FOUND
- = 1/2" IRON ROD SET WITH RJ SURVEYING CAP
- ROW = RIGHT OF WAY
- DE = DRAINAGE EASEMENT
- PUE = PUBLIC UTILITY EASEMENT
- BL = BUILDING LINE
- PRWC = PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
- DRWC = DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
- OPRWC = OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY,
- [Hatched Box] = PLATTED AND RECORDED PHASES



MATCH LINE - SEE SHEET 3

MATCH LINE - SEE SHEET 4

DATE: JULY 11, 2017

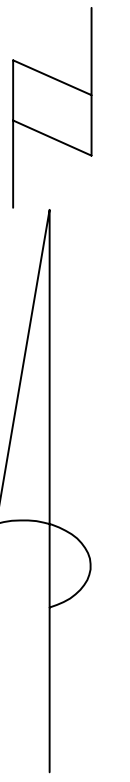
SCALE: 1" = 100'

RANDALL JONES & ASSOCIATES ENGINEERING, INC.
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(512) 836-4793 FAX: (512) 836-4817 F-9784

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(512) 836-4793 FAX: (512) 836-4817

REVISED PRELIMINARY PLAT OF
STAR RANCH SECTION 7
 WILLIAMSON COUNTY, TEXAS

SCALE: 1" = 100'



46
 DRAINAGE AREA
 37.21 AC

LIMITS OF 100 YEAR FLOOD PLAIN AS SHOWN ON PRELIMINARY FLOOD INSURANCE RATE MAP COMMUNITY PANEL NUMBER 48491C0515E DATED SEP. 28, 2006

MATCH LINE - SEE SHEET 2

MATCH LINE - SEE SHEET 4

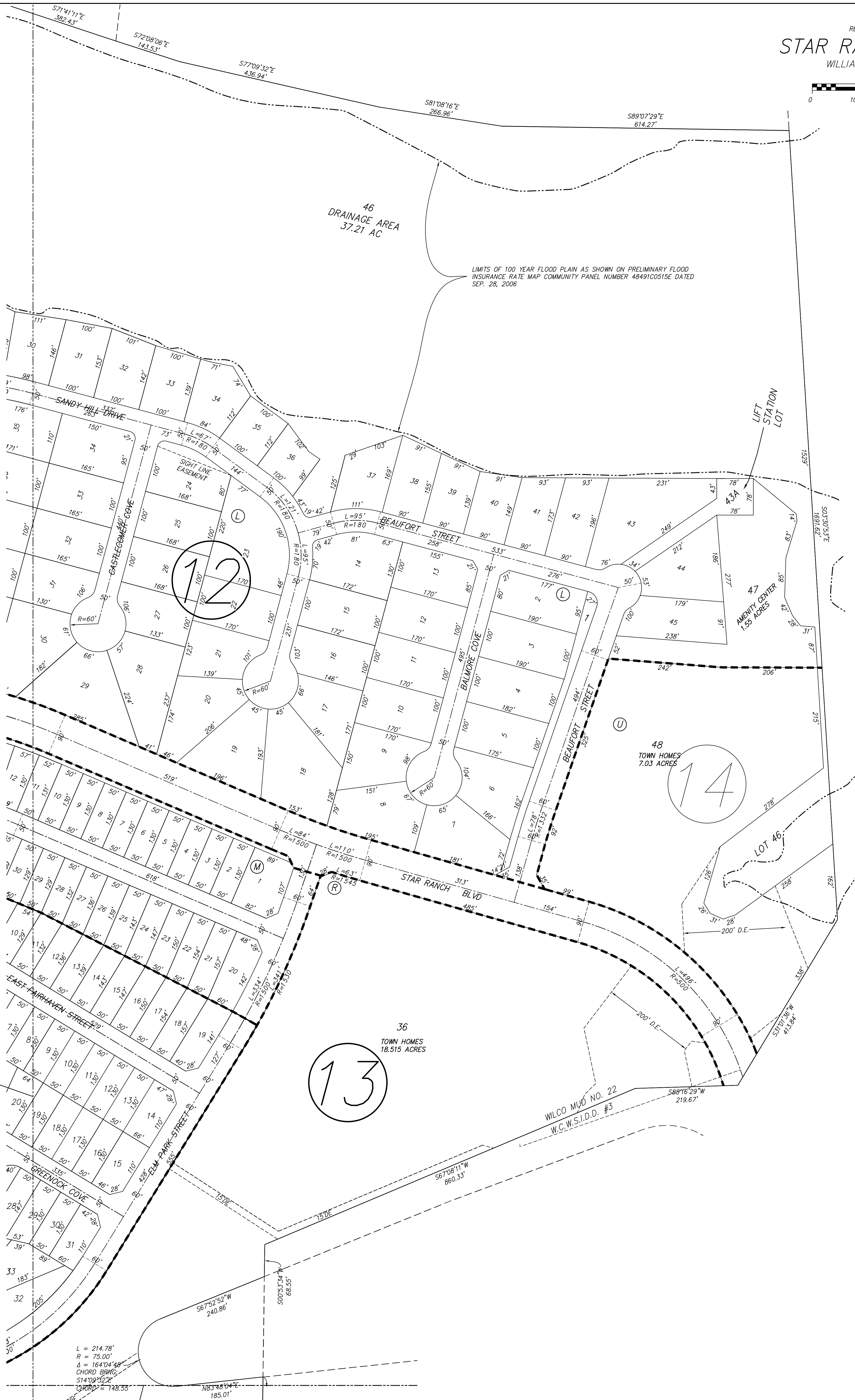
S:\LAND\1557-1600\1557.dwg B/23/2017 10:44:42 AM CDT

- LEGEND:
- = 1/2" IRON ROD FOUND
 - = 1/2" IRON ROD SET WITH RJ SURVEYING CAP
 - ROW = RIGHT OF WAY
 - DE = DRAINAGE EASEMENT
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 - OPRWC = OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY,
 - = PLATTED AND RECORDED PHASES

DATE: JULY 11, 2017 SCALE: 1" = 100'

RANDALL JONES & ASSOCIATES ENGINEERING, INC.
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 (512) 836-4793 FAX: (512) 836-4817



12

14

13

L = 214.78'
 R = 75.00'
 Δ = 164°04'48"
 CHORD BEING
 514.02±
 CHORD = 148.55'

36
 TOWN HOMES
 18.515 ACRES

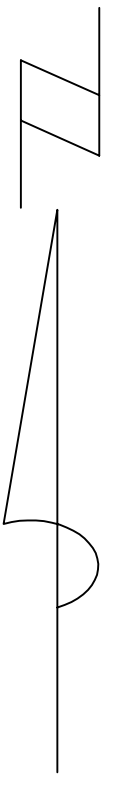
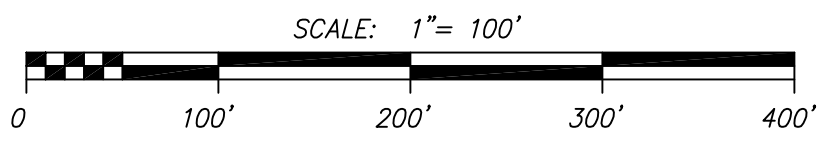
48
 TOWN HOMES
 7.03 ACRES

LIFT
 STATION
 LOT

47
 AMENITY CENTER
 1.55 ACRES

LOT 46

REVISED PRELIMINARY PLAT OF
STAR RANCH SECTION 7
 WILLIAMSON COUNTY, TEXAS



MATCH LINE - SEE SHEET 2

MATCH LINE - SEE SHEET 3



- LEGEND:
- = 1/2" IRON ROD FOUND
 - = 1/2" IRON ROD SET WITH RJ SURVEYING CAP
 - ROW = RIGHT OF WAY
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 - PRWC = PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
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 - OPRWC = OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY,
 - = PLATTED AND RECORDED PHASES

DATE: JULY 11, 2017 SCALE: 1" = 100'

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 (512) 836-4793 FAX: (512) 836-4817

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Commissioners Court - Regular Session

24.

Meeting Date: 09/19/2017

Discuss consider and take appropriate action on approval of the preliminary plat for the South San Gabriel Park subdivision - Pct 2

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 South San Gabriel Park subdivision - Pct 2

Background

This subdivision consists of one single family lot and no new public roads.

Fiscal Impact

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

Attachments

South San Gabriel Park

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Katheryn Cromwell

Final Approval Date: 09/13/2017

Reviewed By

Wendy Coco

Date

09/13/2017 04:47 PM

Started On: 09/13/2017 04:38 PM

SOUTH SAN GABRIEL PARK

PRELIMINARY PLAT

SCALE: 1" = 100'



Legend

- 1/2" Iron Rod Found
 - 1/2" Iron Pipe Found
 - ◇ 1/2" Iron Rod Set with plastic cap imprinted with "Holt Carson, Inc."
 - ▲ 60D Nail Found
- (Record Bearing and Distance)

BFE NOTE:
ALL BFE'S SHOWN ARE BASED ON EXISTING WATERSHED CONDITIONS.

Brad H. Adair, Trustee
(90.29 Acres)
Warranty Deed
Affidavit of Correction
Document No. 2015038821

OWNERS: PENIZE, LLC
10625 NORTH LAMAR BOULEVARD
AUSTIN, TX 78753

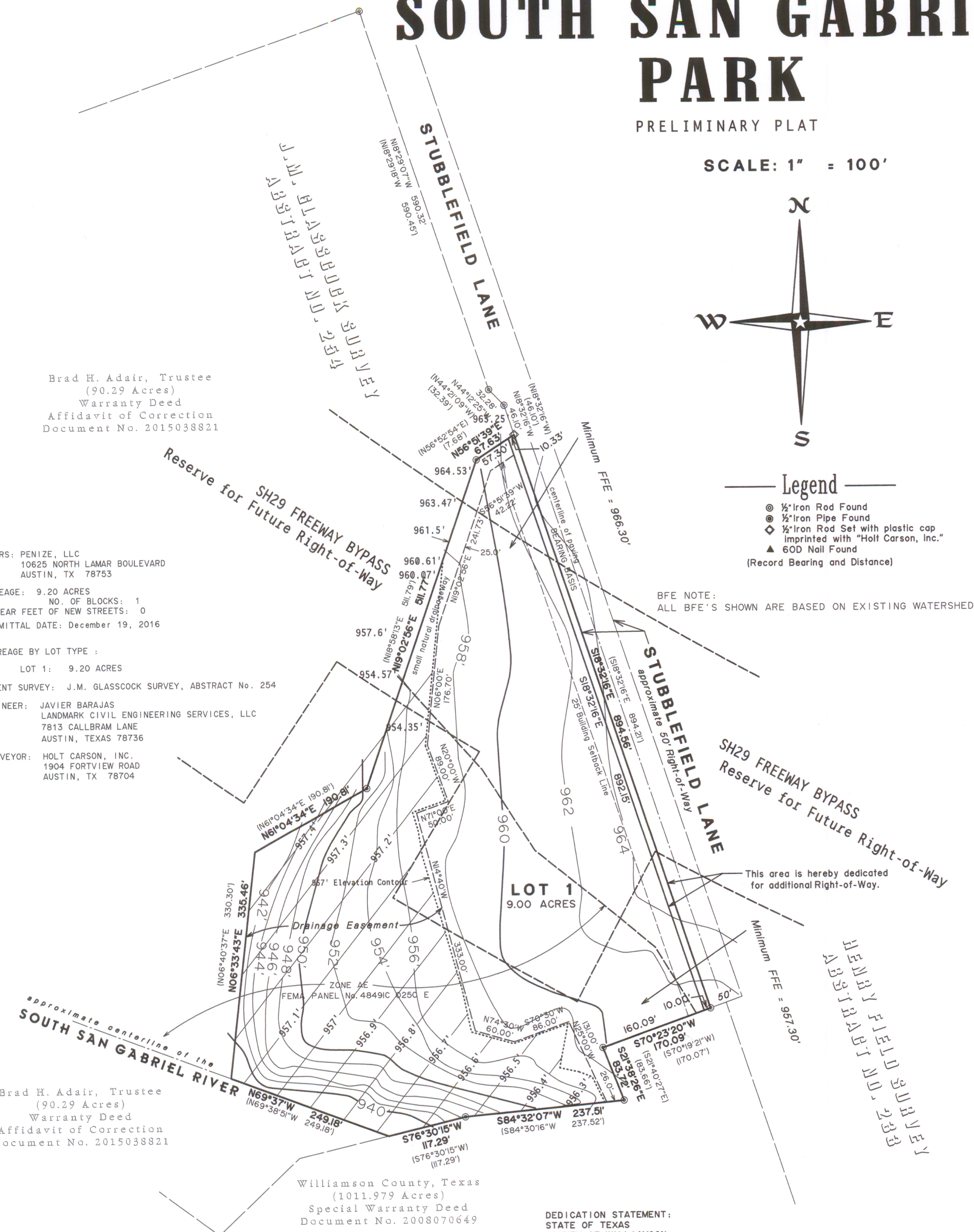
ACREAGE: 9.20 ACRES
NO. OF BLOCKS: 1
LINEAR FEET OF NEW STREETS: 0
SUBMITTAL DATE: December 19, 2016

ACREAGE BY LOT TYPE:
LOT 1: 9.20 ACRES

PATENT SURVEY: J.M. GLASSCOCK SURVEY, ABSTRACT No. 254

ENGINEER: JAVIER BARAJAS
LANDMARK CIVIL ENGINEERING SERVICES, LLC
7813 CALLBRAM LANE
AUSTIN, TEXAS 78736

SURVEYOR: HOLT CARSON, INC.
1904 FORTVIEW ROAD
AUSTIN, TX 78704



Brad H. Adair, Trustee
(90.29 Acres)
Warranty Deed
Affidavit of Correction
Document No. 2015038821

Williamson County, Texas
(1011.979 Acres)
Special Warranty Deed
Document No. 2008070649

formerly
Laura Williams, Trustee
"Tract III"
Volume 1066 Page 283

DEDICATION STATEMENT:
STATE OF TEXAS
COUNTY OF WILLIAMSON

THAT, PENIZE, LLC, OWNER OF (9.1965 ACRES) OF LAND OUT OF THE J.M. GLASSCOCK SURVEY ABSTRACT No. 254 IN WILLIAMSON COUNTY, TEXAS, AS CONVEYED TO IT BY GENERAL WARRANTY DEED RECORDED IN DOCUMENT No. 2015012435 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CONSENT TO PLATTING OF SAID LAND AND DEDICATE TO THE PUBLIC FOREVER THE USE OF THE EASEMENTS AND ALL OTHER LANDS INTENDED FOR PUBLIC DEDICATION AS SHOWN HEREON TO BE KNOWN AS

SOUTH SAN GABRIEL PARK

STATE OF TEXAS
COUNTY OF _____

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE _____ DAY OF _____, 20____,
BY _____ OF _____, _____, ON BEHALF OF SAID _____

NOTARY PUBLIC, STATE OF TEXAS
PRINTED NAME: _____
MY COMMISSION EXPIRES _____

KANTON LABAJ Registered Agent for
Penize, LLC
10625 North Lamar Boulevard
Austin, Texas 78753

959010.dgn

SOUTH SAN GABRIEL PARK

PRELIMINARY PLAT

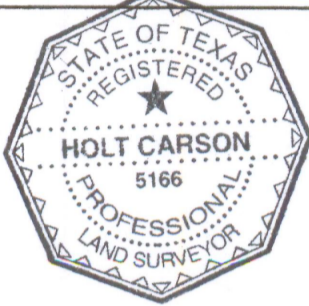
STATE OF TEXAS
COUNTY OF TRAVIS

I, HOLT CARSON, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF LAND SURVEYING AND DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM AN ACTUAL AND ACCURATE ON-THE-GROUND SURVEY OF THE LAND SHOWN HEREON AND THAT THIS SURVEY WAS COMPLETED IN COMPLIANCE WITH THE MINIMUM STANDARDS OF PRACTICE AS PROMULGATED BY THE TEXAS BOARD OF PROFESSIONAL LAND SURVEY, AND THAT THE CORNER MONUMENTS SHOWN HEREON WERE PROPERLY PLACED UNDER MY DIRECTION AND SUPERVISION. THIS TRACT IS NOT LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE.

Holt Carson

9-13-2017

HOLT CARSON
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5166
HOLT CARSON, INC.
1904 FORTVIEW ROAD
AUSTIN, TEXAS
FIRM REGISTRATION No. 10050700



DATE

STATE OF TEXAS
COUNTY OF TRAVIS

THIS IS TO CERTIFY THAT I AM AUTHORIZED TO PRATICE THE PROFESSION OF ENGINEERING IN THE STATE OF TEXAS. THAT ALL INFORMATION SHOWN HEREON IS ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AS RELATED TO THE ENGINEERING PORTIONS THEREOF.

JAVIER BARAJAS, P.E. 99998
LANDMARK CIVIL ENGINEERING SERVICES, LLC
TBPE REGISTRATION No.
7813 CALLBRAM LANE
AUSTIN, TEXAS 78736

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

DEBORAH L. MARLOW, RS, OS 0029596
ASSISTANT DEPUTY DIRECTOR
ENVIRONMENTAL HEALTH SERVICES, WCCHD

DATE

WILLIAMSON COUNTY NOTES:

1. THIS SUBDIVISION IS SUBJECT TO THE WILLIAMSON COUNTY SUBDIVISION REGULATIONS LAST REVISED ON AUGUST 20, 2013.

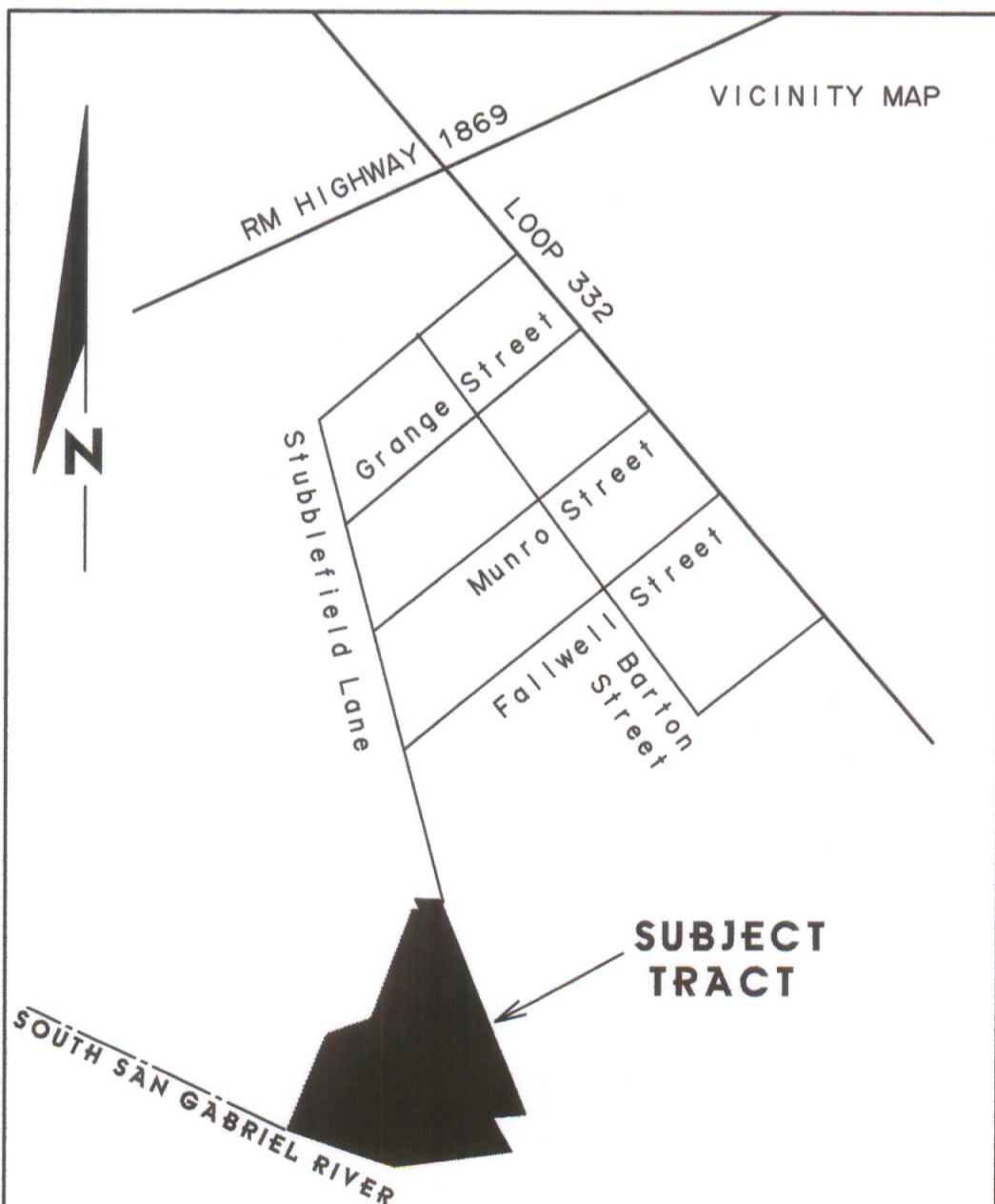
3. RIGHT-OF-WAY EASEMENTS FOR WIDENING ROADWAYS OR IMPROVING DRAINAGE SHALL BE MAINTAINED BY THE LANDOWNER UNTIL ROAD OR DRAINAGE IMPROVEMENTS ARE ACTUALLY CONSTRUCTED ON THE PROPERTY. THE COUNTY HAS THE RIGHT AT ANY TIME TO TAKE POSSESSION OF ANY ROAD WIDENING EASEMENT FOR THE CONSTRUCTION, IMPROVEMENT OR MAINTENANCE OF THE ADJACENT ROAD. THE LANDOWNER ASSUMES ALL RISKS ASSOCIATED WITH IMPROVEMENTS LOCATED IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS. BY PLACING ANYTHING IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS, THE LANDOWNER IDENMIFIES 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.

3. IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE PLATTING AND DEVELOPMENT OF THIS PROPERTY.

4. RURAL MAILBOXES SHALL BE SET THREE FEET FROM THE EDGE OF THE PAVEMENT OR BEHIND THE 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.

GENERAL NOTES:

- 1) A PORTION OF THIS TRACT IS ENCRACHED BY A SPECIAL FLOOD HAZARD AREAS INUNDATED BY THE 1% ANNUAL FLOOD AS INDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY BOUNDARY MAP (FLOOD INSURANCE RATE MAP) COMMUNITY PANEL NO. 48491C 0250 E DATED SEPTEMBER 26, 2008, FOR WILLIAMSON COUNTY, TEXAS.
- 2) A TEN FOOT (10') P.U.E. ABUTTING AND ALONG THE STREET SIDE PROPERTY LINE IS HEREBY DEDICATED FOR ALL STREET SIDE PROPERTY LOTS SHOWN HEREON.
- 3) NO OBSTRUCTIONS, INCLUDING BUT NOT LIMITED TO FENCING OR STORAGE, SHALL BE PERMITTED IN ANY DRAINAGE EASEMENT SHOWN HEREON.
- 4) WATER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY A PRIVATE WATER WELL. SEWER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY ON-SITE SEWAGE FACILITIES.



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, AND 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.

BY:

DAN A. GATTIS
COUNTY JUDGE
WILLIAMSON COUNTY, TEXAS

DATE

THE STATE OF TEXAS
THE COUNTY OF WILLIAMSON

I, Nancy Rister, Clerk of the County Court of said County, do hereby certify that the foregoing Instrument of Writing and its Certificate of Authentication was filed for record in my office on the _____ day of _____, 20 ____ A.D., at _____ o'clock _____ M. and duly recorded on the _____ day of _____, 20 ____, A.D., at _____ o'clock _____ M., in the Official Public Records of said County in Document No. _____

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK OF SAID COUNTY this the _____ day of _____, 20 ____, A.D.

NANCY RISTER, COUNTY CLERK WILLIAMSON COUNTY, TEXAS

BY: _____
Deputy

Commissioners Court - Regular Session

25.

Meeting Date: 09/19/2017

Recognition of Swiftwater Rescue Team

Submitted For: Robert Chody

Submitted By: Starla Hall, Sheriff

Department: Sheriff

Agenda Category: Regular Agenda Items

Information

Agenda Item

Recognition of the Sheriff's Office Swiftwater Rescue Team in their efforts with Hurricane Harvey.

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: Starla Hall

Final Approval Date: 09/14/2017

Reviewed By

Wendy Coco

Date

09/14/2017 11:55 AM

Started On: 09/14/2017 11:48 AM

Commissioners Court - Regular Session

26.

Meeting Date: 09/19/2017

Road Bond and Pass Through Financing Construction Summary Report

Submitted By: Dawn Haggard, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

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

Background

Fiscal Impact

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

Attachments

September 2017 CSR

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Dawn Haggard

Final Approval Date: 09/14/2017

Reviewed By

Wendy Coco

Date

09/14/2017 09:18 AM

Started On: 09/13/2017 09:42 AM



ROAD BOND & PASS THROUGH FINANCING

Construction Summary Report

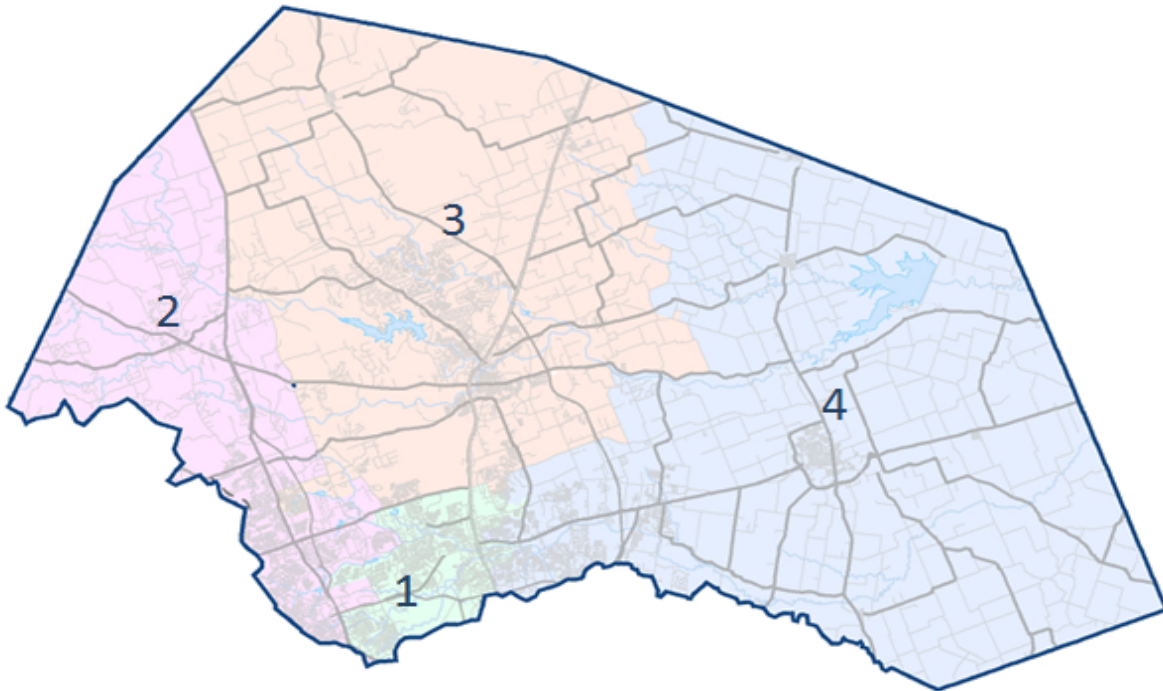
County Judge
Dan Gattis

Commissioners
Terry Cook
Cynthia Long
Valerie Covey
Larry Madsen

September 2017

WWW.ROADBOND.ORG

Volume XVI - Issue No.09



Presented By:



PRIME
STRATEGIES,
INC.

HNTB

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 Arterial H Ph 1 (Sam Bass Road to existing Arterial H) 18

PRECINCT No. 4 – Commissioner Larry Madsen 20

 CR 110 South (US 79 to Limmer Loop) 22

WILLIAMSON COUNTY

ROAD BOND PROGRAM

COMPLETED PROJECTS

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

Precinct 1

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

Precinct 2

- RM 1869 at SH 29 (signal) – Aug 2002
- River Bend Oaks – Feb 2003
- County Road 175 – Jun 2003
- County Road 200 – Sep 2003
- Ronald Reagan Blvd, South Ph. 1 – Dec 2004
- County Road 214 – Feb 2005
- County Road 258 – Sep 2006
- San Gabriel Pkwy, Ph. 1 – Feb 2007
- Ronald Reagan Blvd North Ph. 1 – Mar 2007
- Lakeline Blvd – Jul 2007
- Ronald Reagan Blvd South Ph. 2 – Feb 2008
- US 183 at CR 274 – Feb 2008
- County Road 175 Phase 2A – Jan 2010
- US 183 at FM 3405 Traffic Signal – Mar 2010
- US 183 at FM 3405 Left Turn Lanes – May 2010
- County Road 214 Phase 2A – Jan 2011
- San Gabriel Parkway Ph. 2 – Oct 2011
- US 183 (PTF) – Apr 2012
- SH 29 TWLTL Liberty Hill – Dec 2012
- Hero Way – Feb 2013
- County Roads 260/266 – Apr 2013
- County Road 277 – Jul 2014
- Lakeline Blvd at US 183 – Nov 2014
- Lakeline Blvd Ph. 2 – Apr 2015
- County Road 258 – Jul 2017

WILLIAMSON COUNTY

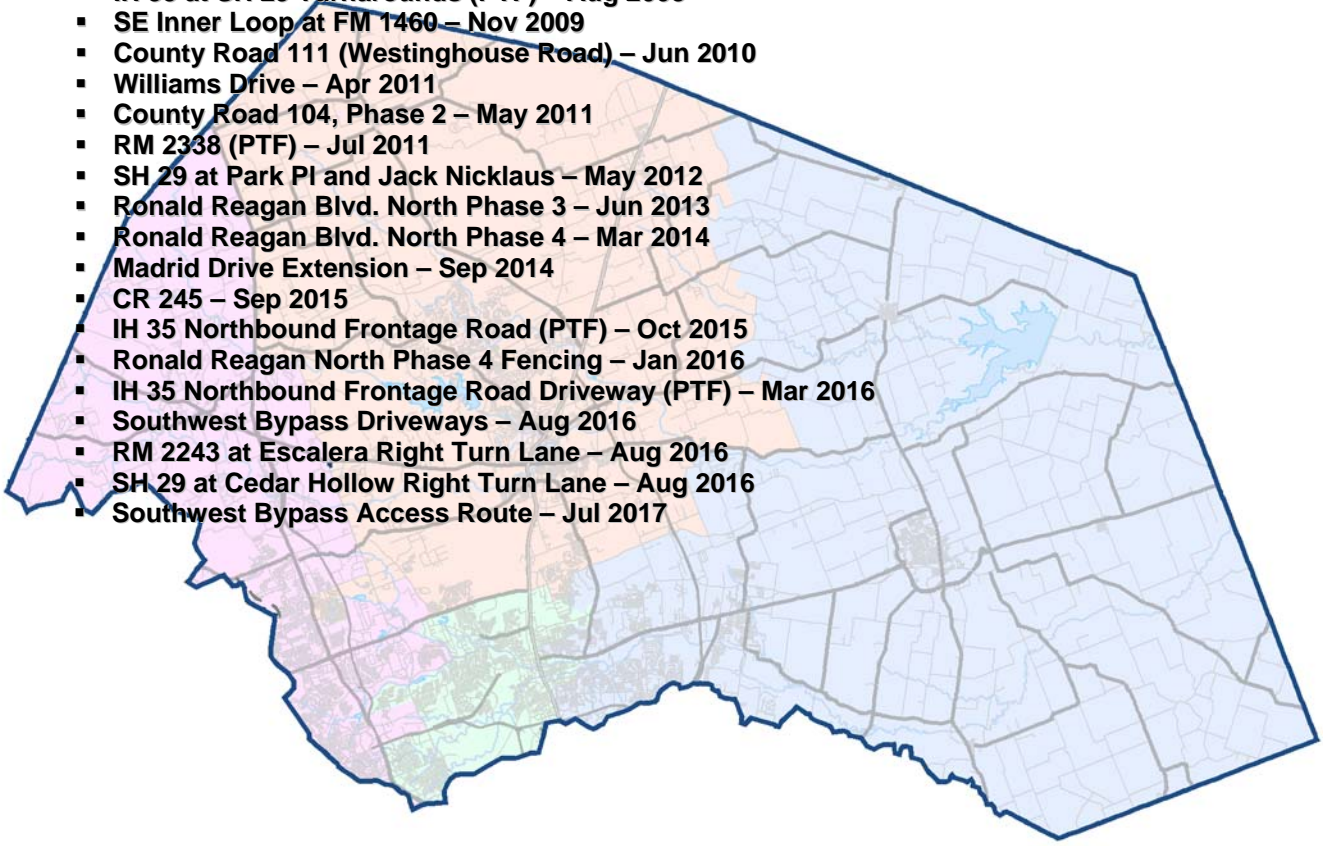
ROAD BOND PROGRAM

COMPLETED PROJECTS

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

Precinct 3

- Cedar Hollow at SH 29 (signal) – Aug 2002
- Georgetown Inner Loop Project 2 – Aug 2003
- Georgetown Inner Loop Project 1 – Jun 2004
- Georgetown Inner Loop East Extension – Sep 2004
- County Road 152 Bridge Replacement – Sep 2004
- Inner Loop East (CR 151 to Bus 35) – Oct 2005
- Ronald Reagan Blvd North, Ph. 2 – May 2008
- 12" Water Main Relocation for SH 29 Widening – Jun 2008
- SH 29 / CR 104, Ph. 1 – Jul 2008
- IH 35 at SH 29 Turnarounds (PTF) – Aug 2008
- SE Inner Loop at FM 1460 – Nov 2009
- County Road 111 (Westinghouse Road) – Jun 2010
- Williams Drive – Apr 2011
- County Road 104, Phase 2 – May 2011
- RM 2338 (PTF) – Jul 2011
- SH 29 at Park Pl and Jack Nicklaus – May 2012
- Ronald Reagan Blvd. North Phase 3 – Jun 2013
- Ronald Reagan Blvd. North Phase 4 – Mar 2014
- Madrid Drive Extension – Sep 2014
- CR 245 – Sep 2015
- IH 35 Northbound Frontage Road (PTF) – Oct 2015
- Ronald Reagan North Phase 4 Fencing – Jan 2016
- IH 35 Northbound Frontage Road Driveway (PTF) – Mar 2016
- Southwest Bypass Driveways – Aug 2016
- RM 2243 at Escalera Right Turn Lane – Aug 2016
- SH 29 at Cedar Hollow Right Turn Lane – Aug 2016
- Southwest Bypass Access Route – Jul 2017



WILLIAMSON COUNTY

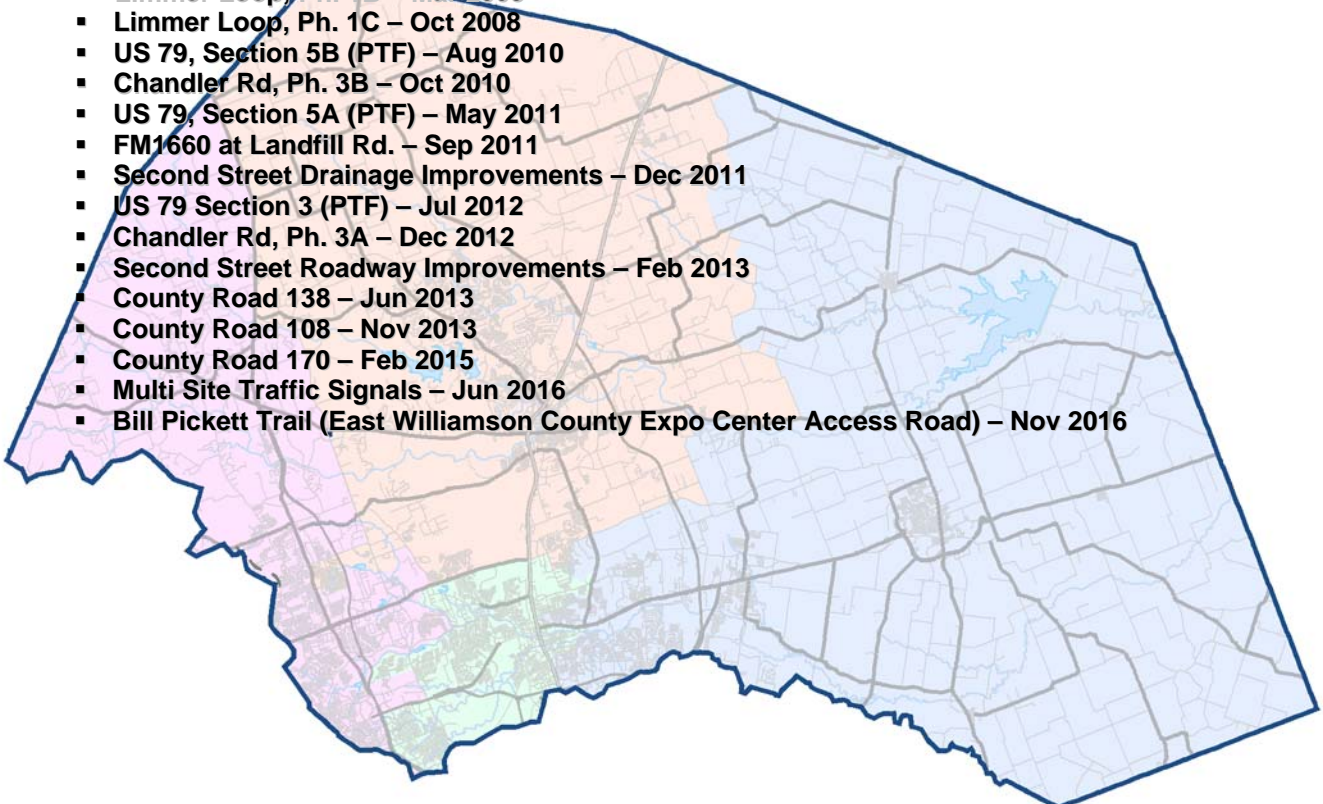
ROAD BOND PROGRAM

COMPLETED PROJECTS

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

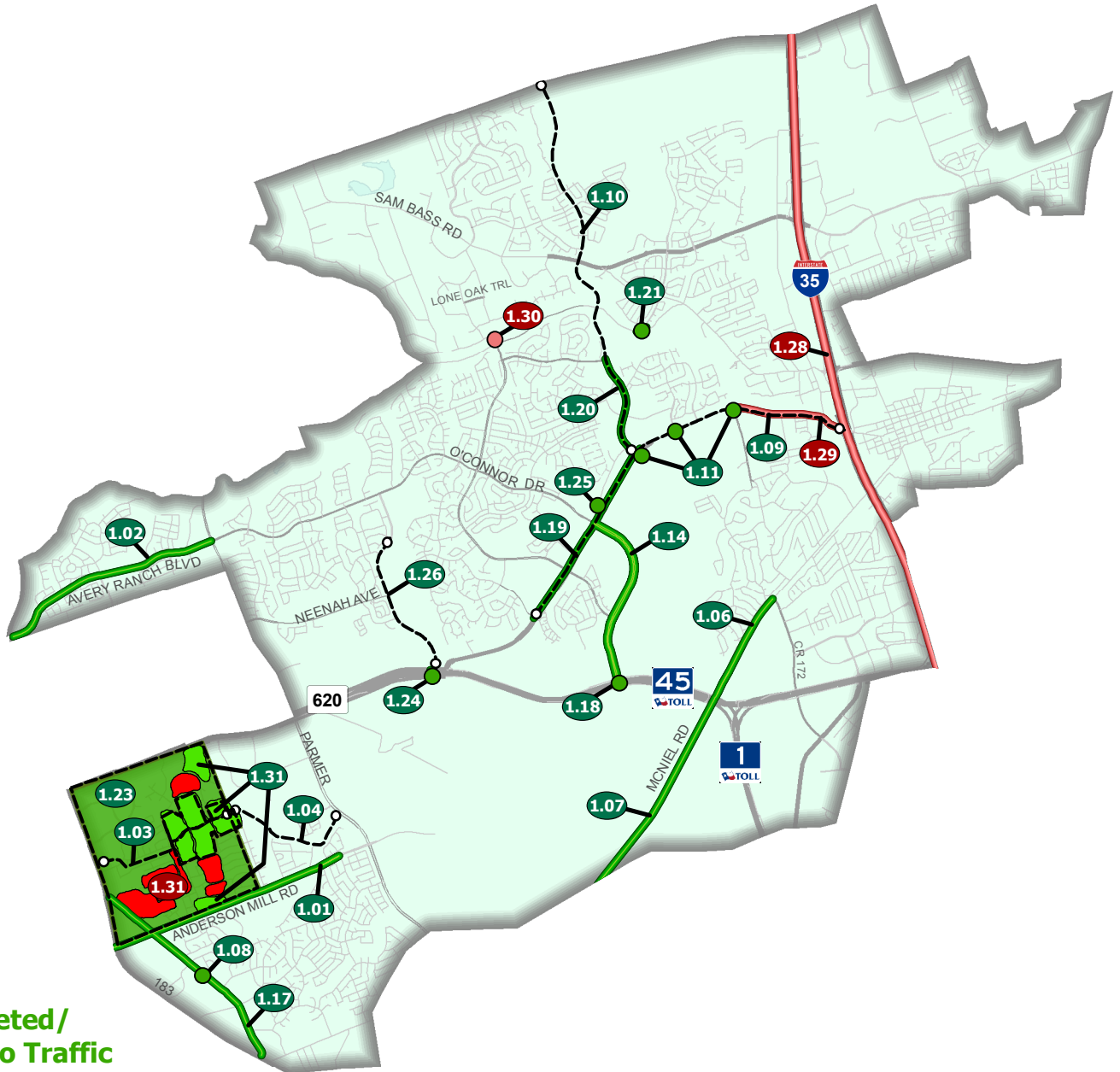
Precinct 4

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



2006 ROAD BOND PROGRAM PROJECTS

PRECINCT 1 - COMMISSIONER COOK



Completed/ Open to Traffic

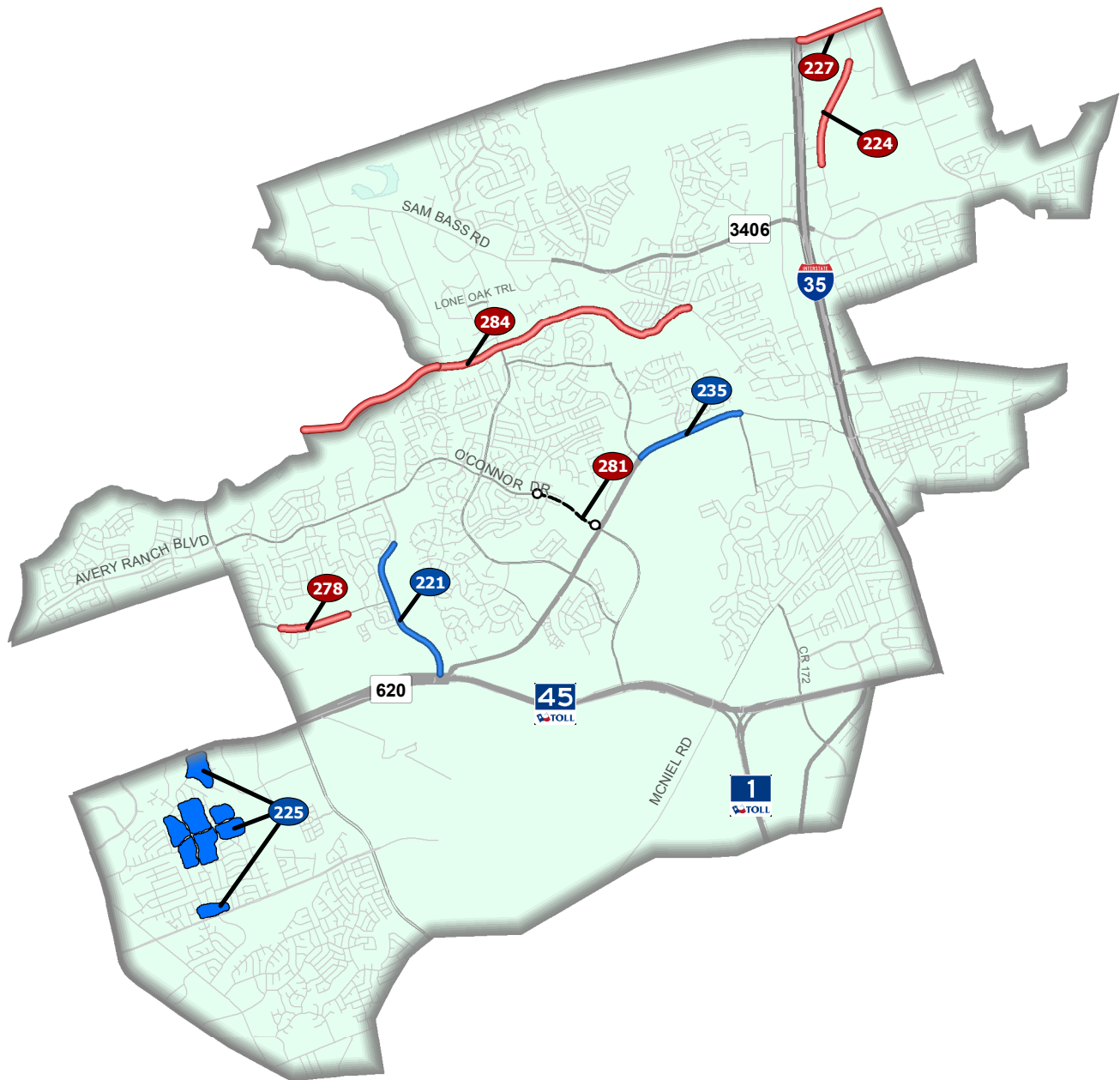
- 1.01 Anderson Mill Rd.
- 1.02 Avery Ranch Blvd. (183 to Parmer Lane)
- 1.03 Lake Creek Drainage – Phase 1 ○—○
- 1.04 Lake Creek Drainage – Phase 2 ○—○
- 1.06 McNeil Road - Phase 1
- 1.07 McNeil Road - Phase 2
- 1.08 Pond Springs at Turtle Rock Signal
- 1.09 RM 620 Feasibility Study ○—○
- 1.10 Wyoming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

In Design

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

2013 ROAD BOND PROGRAM PROJECTS

PRECINCT 1 - COMMISSIONER COOK

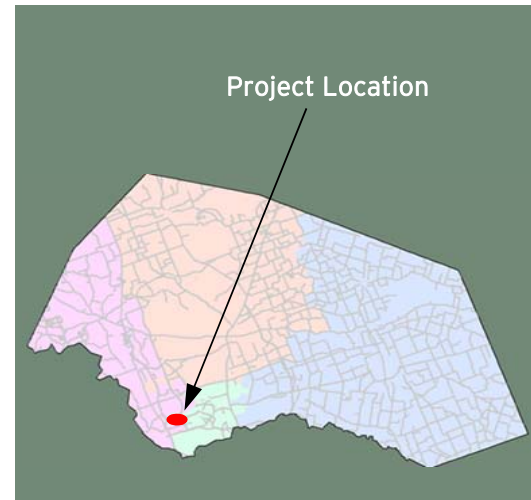


Under Construction/Bidding

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

In Design

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



Forest North Drainage Ph 1
 (Residential Drainage of the Forest North Subdivision)

Project Length: Residential Neighborhood
 Roadway Classification: Drainage Improvements

Project Schedule: August 2016 - April 2018
 Estimated Construction Cost: \$3.8 Million



AUGUST 2017 IN REVIEW

8/4/2017: DeNucci Constructors continued 18" and 24" storm pipe installation in the Wisterwood Zone and completed the last water line tie-ins at the Broadmeade/Braeburn Glenn and Broadmeade/Kensington intersections. Subcontractors Jenkins and Sisk/Robb removed the last AC pipe. Easement clearing/prep ROW continued for the Trickle channel in the Briar Hollow Zone.

8/11/2017: Storm pipe installation continued in the Wisterwood Zone. Concrete driveway construction continued in the Stillforest Zone and final ditch grading for permanent seeding resumed in the Stillforest Zone.

8/18/2017: Storm pipe installation in the Wisterwood Zone was completed. Concrete driveway construction began in the Wisterwood Zone and was completed in the Stillforest Zone. Final ditch grading for permanent seeding was completed in the Stillforest Zone and storm pipe installation began in the Briar Hollow Zone. Asphalt trench repairs began in Braeburn Glenn Zone.

8/25/2017: Storm pipe installation was completed in the Briar Hollow Zone. Concrete driveway and sidewalk construction continued in the Wisterwood Zone. Soil Retention Blanket installation was completed in the Stillforest Zone. Flexbase was placed as part of the trench repairs for the Wisterwood Zone.



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

Williamson County
 Road Bond Program



**Forest North Drainage Ph 1
Project No. 1604-068**

Original Contract Price = \$3,556,659.50

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
6/9/2016	7/1/2016	8/1/2016	8/11/2016			600	35	635	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$ Used)</u>	<u>% Time Used</u>
1	8/11/2016	8/31/2016	21	\$152,734.50	\$152,734.50	\$16,970.50	\$16,970.50	4	3
2	9/1/2016	9/30/2016	30	\$208,685.70	\$361,420.20	\$23,187.30	\$40,157.80	11	8
3	10/1/2016	10/31/2016	31	\$266,921.68	\$628,341.88	\$29,657.96	\$69,815.76	18	13
4	11/1/2016	12/2/2016	32	\$182,471.22	\$810,813.10	\$20,274.58	\$90,090.34	24	18
5	12/3/2016	12/31/2016	29	\$177,314.98	\$988,128.08	\$19,701.67	\$109,792.01	29	23
6	1/1/2017	1/31/2017	31	\$231,302.70	\$1,219,430.78	\$25,700.30	\$135,492.31	36	27
7	2/1/2017	2/28/2017	28	\$304,664.67	\$1,524,095.45	\$33,851.63	\$169,343.94	45	32
8	3/1/2017	3/31/2017	31	\$191,005.20	\$1,715,100.65	\$21,222.80	\$190,566.74	50	37
9	4/1/2017	4/30/2017	30	\$172,795.55	\$1,887,896.20	\$19,199.50	\$209,766.24	55	41
10	5/1/2017	5/31/2017	31	\$229,295.63	\$2,117,191.83	\$25,477.30	\$235,243.54	62	46
11	6/1/2017	6/30/2017	30	\$291,274.89	\$2,408,466.72	\$32,363.87	\$267,607.41	70	51
12	7/1/2017	7/31/2017	31	\$387,533.28	\$2,796,000.00	\$43,062.26	\$310,669.67	82	56

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

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

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
02	5/23/2017	58,006.83	89,812.83

2G: Differing Site Conditions (unforseeable). Unadjusted utility (unforseeable). This Change Order compensates the Contractor for the removal and relocation of an existing water line that is in conflict with the proposed storm sewer line BB1 at the corner of Broadmeade Avenue and Braeburn Glen. 4B: Third Party Accommodation. Third party requested work. This change order also compensates the Contractor for completed trench repair of the asbestos line that is being removed. A portion of the trench repair quantity has been added to this change order. The remaining quantity will be added to a future change order. The City of Austin has agreed to compensate the Contractor for these costs.

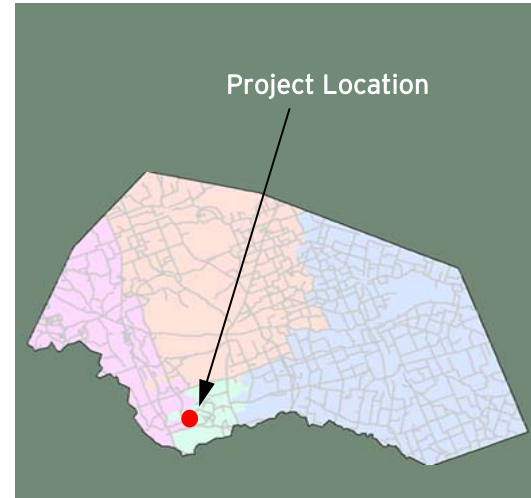
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
03	8/22/2017	91,734.95	181,547.78

3F: County Convenience. Additional work desired by the County. This Change Order revises drainage work in the Braeburn, Stillforest and Wisterwood Zones. The cost of the additional work was paid by overruling existing pay items where possible or for work not covered by an existing pay item, the cost of the work was tracked by force account (time and materials).

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
04	8/22/2017	59,124.65	240,672.43

3F: County Convenience. Additional work desired by the County. This Change Order revises drainage work at the corner of Broadmeade and Sherbrooke Street in the Sherbrooke Zone. After review, the County requested that the open ditch design be changed to an underground pipe system due the the depth of the ditches.

Adjusted Price = \$3,797,331.93



Pearson Ranch Road

(Iveans Way to SH 45 ROW)

Project Length: 1.3 Miles

Roadway Classification: Minor Arterial

Project Schedule: November 2016 - October 2017

Estimated Construction Cost: \$4.4 Million



AUGUST 2017 IN REVIEW

8/4/2017: Jimmy Evans finished placing the clay liner for the Water Quality Pond. The installation of the 24" RCP outfall continued on the Robinson easement. Subcontractor Bryant/Frey continued to bore under RM 620. Subcontractor Greater Austin set forms, tied steel and placed concrete for the west retaining wall footing.

8/11/2017: The 24" RCP outfall installation continued on the Robinson easement. Subcontractor Bryant/Frey continued to bore under RM 620. Subcontractor ESSI began installation of the foundations and signs. Subcontractor DIJ began removing existing pavement markings.

8/18/2017: Subcontractor DIJ removed existing pavement markings and installed new pavement markings from the RRBG to Avery Ranch Road. Two northbound and two southbound lanes opened from RRBG to Avery Ranch Rd.

8/25/2017: The placement of Sedimentation filtration pipes continued. Subcontractor ESSI continued to sprayed hydro-mulch from the RRBG to the south. Subcontractor Greater Austin continued to set forms, tie steel and place concrete for the west retaining wall, trickle channel and ramps for the water quality pond. Greater Austin placed concrete for curb and driveways.



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

Williamson County
 Road Bond Program

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

Original Contract Price = \$4,516,178.77

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
9/20/2016	10/11/2016	11/18/2016	11/28/2016			330	0	330	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$ Used)</u>	<u>% Time Used</u>
1	11/28/2016	11/30/2016	3	\$195,710.04	\$195,710.04	\$21,745.56	\$21,745.56	5	1
2	12/1/2016	12/31/2016	31	\$243,555.13	\$439,265.17	\$27,061.68	\$48,807.24	11	10
3	1/1/2017	1/31/2017	31	\$202,139.71	\$641,404.88	\$22,459.97	\$71,267.21	16	20
4	2/1/2017	2/28/2017	28	\$508,271.85	\$1,149,676.73	\$56,474.65	\$127,741.86	29	28
5	3/1/2017	3/31/2017	31	\$369,038.84	\$1,518,715.57	\$41,004.32	\$168,746.18	38	38
6	4/1/2017	4/30/2017	30	\$330,336.72	\$1,849,052.29	\$36,704.08	\$205,450.26	46	47
7	5/1/2017	5/31/2017	31	\$492,086.42	\$2,341,138.71	-\$82,232.43	\$123,217.83	56	56
8	6/1/2017	6/30/2017	30	\$372,704.74	\$2,713,843.45	\$19,616.04	\$142,833.87	64	65
9	7/1/2017	7/31/2017	31	\$813,710.22	\$3,527,553.67	\$42,826.85	\$185,660.72	84	75

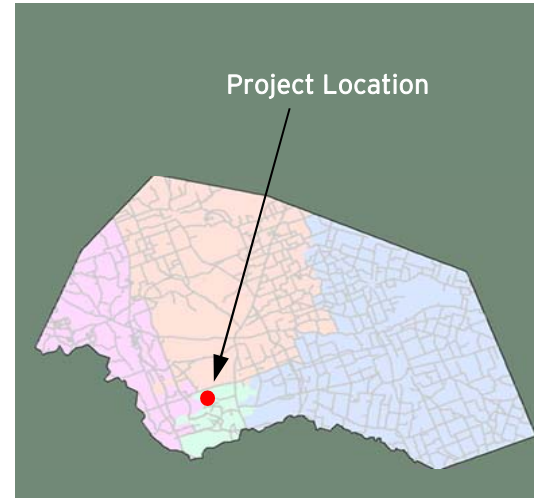
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	5/16/2017	-92,621.70	-92,621.70

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

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
02	6/13/2017	11,553.00	-81,068.70

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

Adjusted Price = \$4,435,110.07



RM 620 Phase 2
 (Wyoming Springs to Deep Wood Drive)

Project Length: .9 Miles
 Roadway Classification: Urban Principal Arterial

Project Schedule: January 2017-March 2018
 Estimated Construction Cost: \$6.1 Million



AUGUST 2017 IN REVIEW

8/4/2017: Cox Commercial Construction potholed for utilities on the north side of RM 620. Subcontractor Austin Traffic Signals formed and placed two aprons around ground boxes on the south side of Oaklands Dr.

8/11/2017: Subcontractor Austin Materials milled asphalt from Deep Wood Dr. to east of Oakland Dr. Level up asphalt was placed from the east end of the project to west of Oaklands Dr. and at the turn lane at Deep Wood Dr. Asphalt was placed on lane 1 from the west end of the project to east of Oaklands Dr.

8/18/2017: Subcontractor Austin Materials completed the milling of the existing asphalt surface for the full width of the roadway and placed the remaining hot mix from Deep Wood Dr. to just east of Oaklands Dr. for the Phase 2 traffic shift.

8/25/2017: On 8/20/17, the eastbound lanes were shifted onto the new pavement along the south ROW and the westbound lanes were shifted into the old eastbound lanes. Subcontractor Flasher restriped the length of the project. Subcontractor Austin Traffic Signal adjusted the traffic signals at Hospital Entrance, Oaklands Dr. and Deep Wood Dr. for the new lane alignment. The right turn lane at Deep Woods was reopened.



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

Williamson County
 Road Bond Program



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

Original Contract Price = \$6,082,225.70

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantially Complete</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
9/28/2016	11/30/2016	1/3/2017	1/13/2017			425	0	425
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>% (\$) Used</u>	<u>% Time Used</u>	
1	1/13/2017	1/31/2017	19	\$459,169.50	\$459,169.50	8	4	
2	2/1/2017	2/28/2017	28	\$280,194.00	\$739,363.50	12	11	
3	3/1/2017	3/31/2017	31	\$389,047.00	\$1,128,410.50	19	18	
4	4/1/2017	4/30/2017	30	\$516,962.84	\$1,645,373.34	27	25	
5	5/1/2017	5/31/2017	31	\$285,725.66	\$1,931,099.00	32	33	
6	6/1/2017	6/30/2017	30	\$313,267.57	\$2,244,366.57	37	40	
7	7/1/2017	7/31/2017	31	\$274,834.20	\$2,519,200.77	41	47	
8	8/1/2017	8/31/2017	31	\$285,281.13	\$2,804,481.90	46	54	
								Adjusted Price = \$6,082,225.70

2006 ROAD BOND PROGRAM PROJECTS

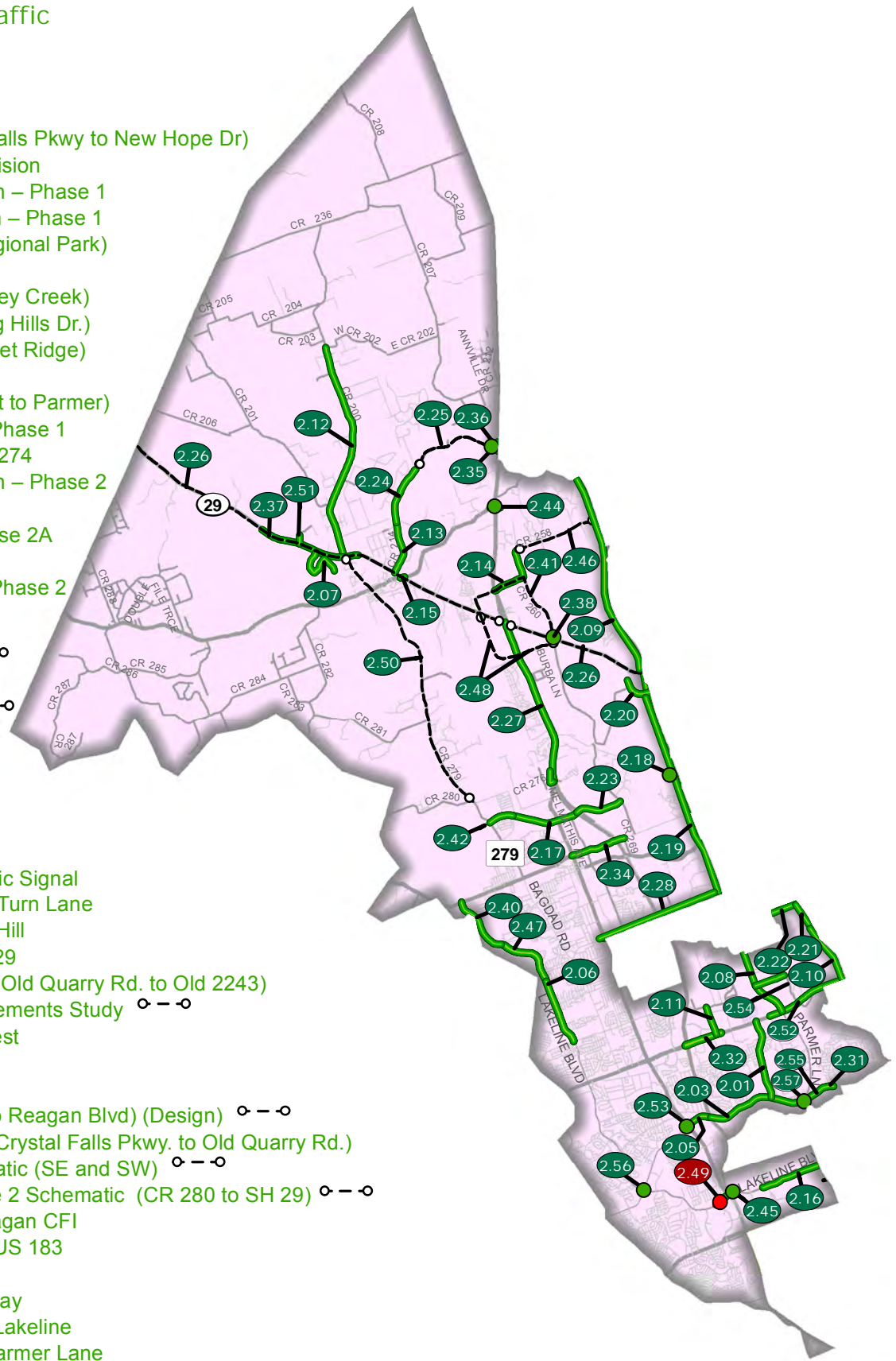
PRECINCT 2 - COMMISSIONER LONG

Completed/Open to Traffic

- 2.01 Vista Ridge Blvd.
- 2.03 Brushy Creek Road
- 2.05 Cypress Creek Road
- 2.06 Lakeline Blvd. (Crystal Falls Pkwy to New Hope Dr)
- 2.07 River Bend Oaks Subdivision
- 2.08 Ronald W. Reagan South – Phase 1
- 2.09 Ronald W. Reagan North – Phase 1
- 2.10 CR 175 (RM 1431 to Regional Park)
- 2.11 CR 185
- 2.12 CR 200 (CR 201 to Lackey Creek)
- 2.13 CR 214 (SH 29 to Rolling Hills Dr.)
- 2.14 CR 258 (US 183 to Sunset Ridge)
- 2.15 RM 1869 at SH 29
- 2.16 Lakeline Blvd. (Lyndhurst to Parmer)
- 2.17 San Gabriel Parkway – Phase 1
- 2.18 US 183 Widening at CR 274
- 2.19 Ronald W. Reagan South – Phase 2
- 2.20 Kauffman Loop
- 2.21 CR 175 Extension – Phase 2A
- 2.22 CR 179
- 2.23 San Gabriel Parkway – Phase 2
- 2.24 CR 214 – Phase 2A
- 2.25 CR 214 – Phase 2B Schematic
- 2.26 SH 29 Improvements Study & Schematic
- 2.27 US 183 (PTF)
- 2.28 CR 272
- 2.31 Brushy Creek Road
- 2.32 RM 1431
- 2.34 Hero Way
- 2.35 US 183 at FM 3405 Traffic Signal
- 2.36 US 183 at FM 3405 Left Turn Lane
- 2.37 SH 29 TWLTL in Liberty Hill
- 2.38 CR 260 / CR 266 at SH 29
- 2.40 Lakeline Blvd. Phase 2 (Old Quarry Rd. to Old 2243)
- 2.41 Seward Junction Improvements Study
- 2.42 San Gabriel Parkway West
- 2.44 US 183 at RM 1869
- 2.45 Lakeline Blvd. at US 183
- 2.46 CR 258 (Sunset Ridge to Reagan Blvd) (Design)
- 2.47 Lakeline Blvd. Phase 3 (Crystal Falls Pkwy. to Old Quarry Rd.)
- 2.48 Seward Junction Schematic (SE and SW)
- 2.50 Bagdad Rd. North Phase 2 Schematic (CR 280 to SH 29)
- 2.52 RM 1431 at Parmer/ Reagan CF1
- 2.53 Cypress Creek Road at US 183
- 2.54 CR 272 Overlay
- 2.55 Brushy Creek East Overlay
- 2.56 Cypress Creek Road at Lakeline
- 2.57 Brushy Creek Road at Parmer Lane

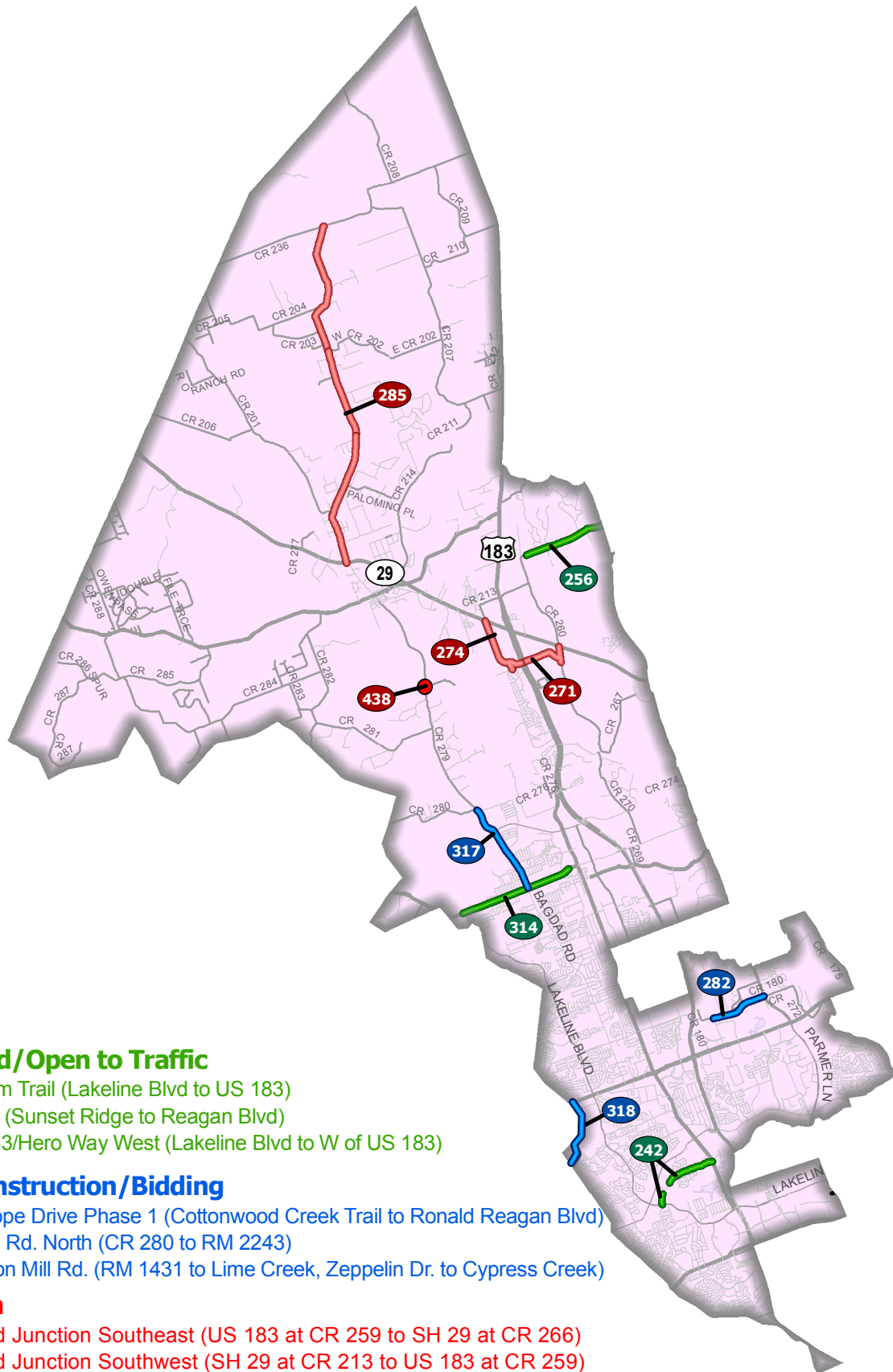
In Design

- 2.49 Lakeline Blvd. Right Turn Lanes



2013 ROAD BOND PROGRAM PROJECTS

PRECINCT 2 - COMMISSIONER LONG



Completed/Open to Traffic

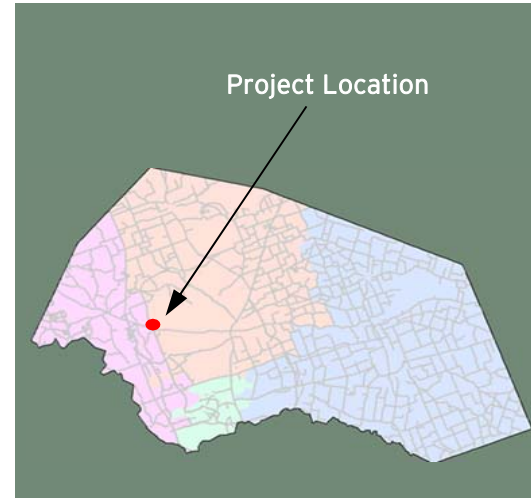
- 242 Little Elm Trail (Lakeline Blvd to US 183)
- 256 CR 258 (Sunset Ridge to Reagan Blvd)
- 314 Old 2243/Hero Way West (Lakeline Blvd to W of US 183)

Under Construction/Bidding

- 282 New Hope Drive Phase 1 (Cottonwood Creek Trail to Ronald Reagan Blvd)
- 317 Bagdad Rd. North (CR 280 to RM 2243)
- 318 Anderson Mill Rd. (RM 1431 to Lime Creek, Zeppelin Dr. to Cypress Creek)

In Design

- 271 Seward Junction Southeast (US 183 at CR 259 to SH 29 at CR 266)
- 274 Seward Junction Southwest (SH 29 at CR 213 to US 183 at CR 259)
- 285 CR 200 - Preliminary Design (SH 29 to CR 236)
- 438 Bagdad Road at CR 278



CR 258

(Sunset Ridge to Ronald Reagan Blvd.)

Project Length: 1.75 Miles

Roadway Classification: Suburban Collector

Project Schedule: July 2016 - August 2017

Estimated Construction Cost: \$6 Million



AUGUST 2017 IN REVIEW

8/4/2017: Chasco substantially completed the project and they are currently working on punchlist items. (Trash pick-up, mailbox installation, permanent sign installation etc.). A ribbon cutting ceremony was held on 8/2/17 at the intersection of Sunny Slope and CR 258.



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

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

Original Contract Price = \$5,808,856.58

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
4/20/2016	5/10/2016	7/29/2016	8/8/2016	7/25/2017		360	4	364	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$ Used)</u>	<u>% Time Used</u>
1	7/1/2016	7/31/2016	0	\$204,692.63	\$204,692.63	\$22,743.63	\$22,743.63	4	0
2	8/8/2016	8/31/2016	24	\$647,625.15	\$852,317.78	\$71,958.35	\$94,701.98	16	7
3	9/1/2016	9/30/2016	30	\$768,046.95	\$1,620,364.73	\$85,338.55	\$180,040.53	30	15
4	10/1/2016	10/31/2016	31	\$523,476.94	\$2,143,841.67	\$58,164.10	\$238,204.63	40	23
5	11/1/2016	11/30/2016	30	\$98,689.54	\$2,242,531.21	\$10,965.50	\$249,170.13	41	32
6	12/1/2016	12/31/2016	31	\$38,127.37	\$2,280,658.58	\$4,236.38	\$253,406.51	42	40
7	1/1/2017	1/31/2017	31	\$636,301.80	\$2,916,960.38	\$70,700.20	\$324,106.71	54	49
8	2/1/2017	2/28/2017	28	\$395,763.89	\$3,312,724.27	\$43,973.76	\$368,080.47	61	56
9	3/1/2017	3/31/2017	31	\$456,281.18	\$3,769,005.45	\$50,697.91	\$418,778.38	69	65
10	4/1/2017	4/30/2017	30	\$317,257.62	\$4,086,263.07	\$35,250.85	\$454,029.23	75	73
11	5/1/2017	5/31/2017	31	\$325,276.60	\$4,411,539.67	\$36,141.84	\$490,171.07	81	82
12	6/1/2017	6/30/2017	30	\$382,942.21	\$4,794,481.88	\$42,549.14	\$532,720.21	88	90
13	7/1/2017	7/25/2017	25	\$732,546.03	\$5,527,027.91	-\$241,824.00	\$290,896.21	96	97
14	7/26/2017	8/31/2017	0	\$153,726.71	\$5,680,754.62	-\$174,962.44	\$115,933.77	96	97

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

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

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

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

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

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

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

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

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

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

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
06	5/16/2017	23,780.00	172,159.69

1A: Design Error or Omission. Incorrect PS&E. This Change Order documents the quantity/cost overrun to existing bid Item 508 Constructing Detours. 2C: Differing Site Conditions. New development (conditions changing after PS&E). This change order also includes the deletion of existing bid items; Item 403 Temporary Shoring, Item 552 Wire Fencing and Gate because these items will not be used on the project and a reduction in quantity for Item 512 Port Concrete Traffic Barrier, Ty 1 and 2.

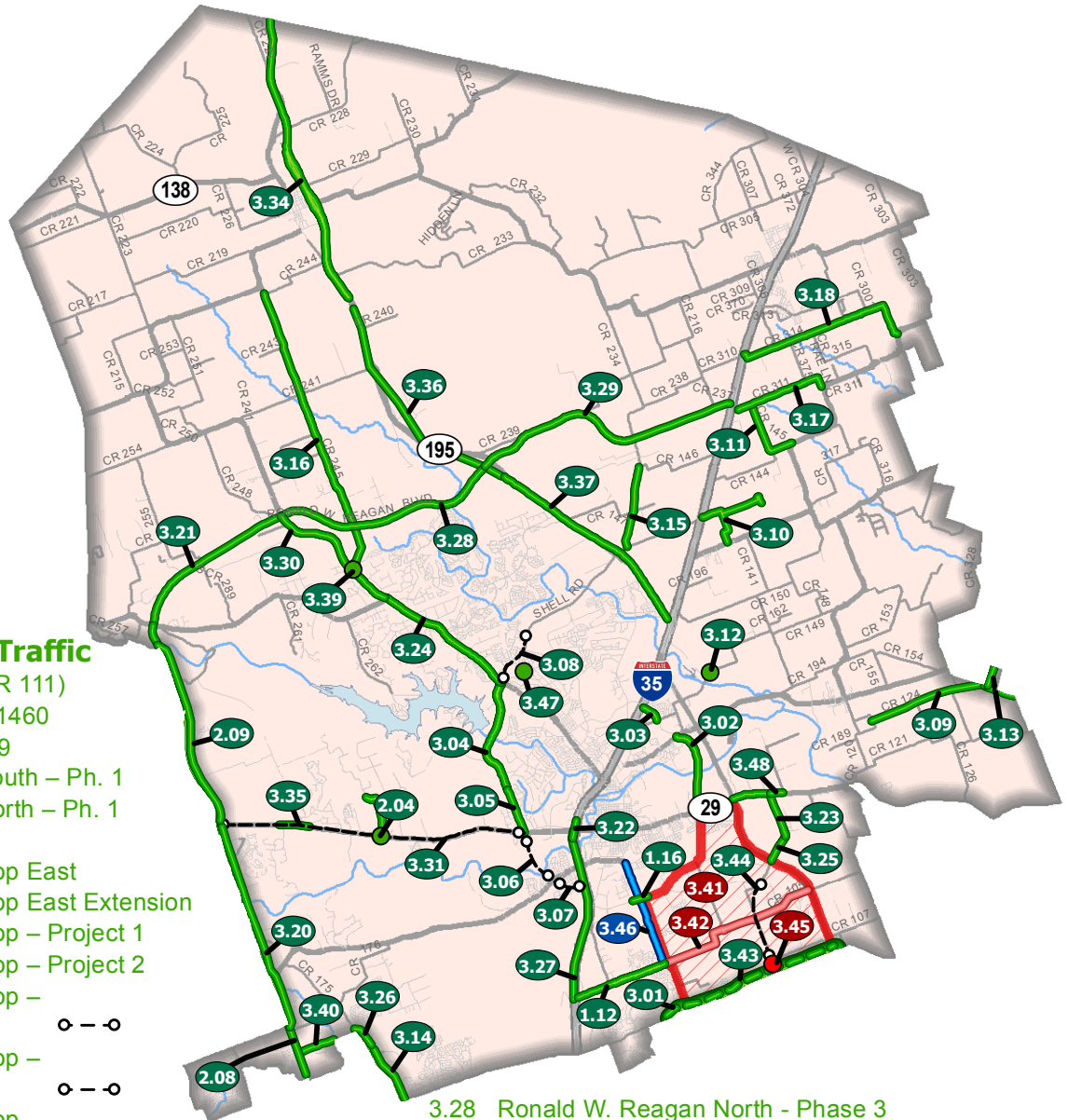
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
07	6/6/2017	48,426.44	220,586.13

2F: Differing Site Conditions (unforeseeable). Site conditions altered by an act of nature. Ground water was encountered at the east end of the project while excavating to subgrade on the proposed eastbound half of the project. After several days of pumping, cutting trenches, excavating, and reworking subgrade to try and dry it out a French drain was installed to relieve the ground water that was causing the issues with the subgrade.

Adjusted Price = \$6,029,442.71

2006 ROAD BOND PROGRAM PROJECTS

PRECINCT 3 - COMMISSIONER COVEY



Completed/Open to Traffic

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

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

Under Construction/Bidding

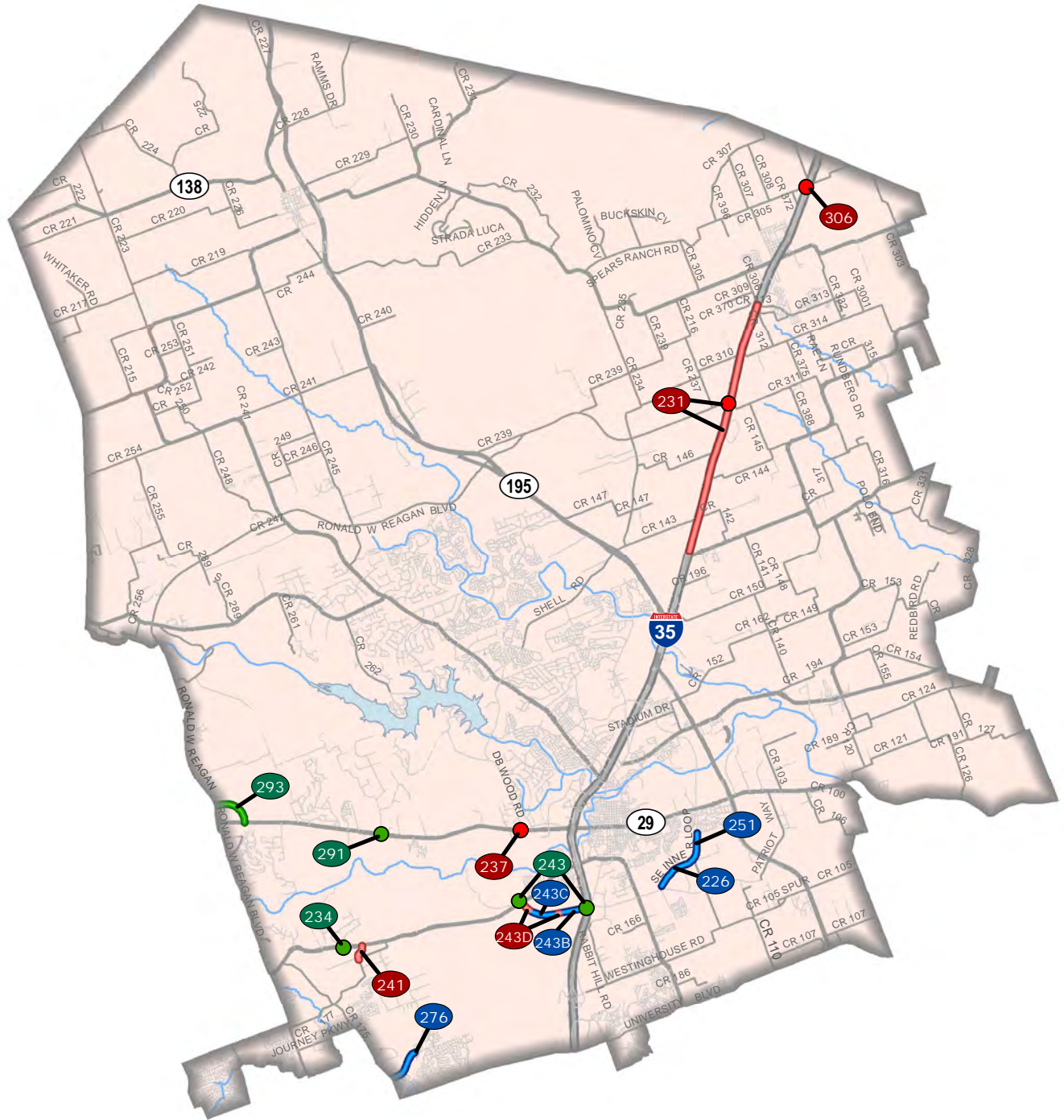
- 3.46 FM 1460 North

In Design

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

2013 ROAD BOND PROGRAM PROJECTS

PRECINCT 3 - COMMISSIONER COVEY



Completed/ Open to Traffic

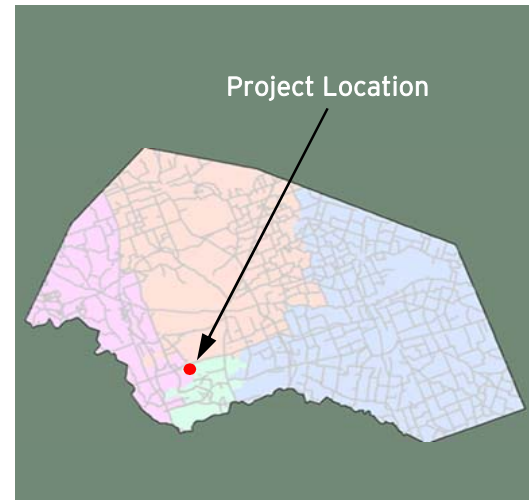
- 234 RM 2243 At Escalera Parkway
- 243 Southwest Bypass Driveways
- 291 SH 29 At Cedar Hollow
- 293 Kauffman Loop Phase 1 (NE quadrant of Reagan at SH 29)

Under Construction/Bidding

- 226 Inner Loop Safety Improvements (Rockride Lane to Wilco Way)
- 243c Southwest Bypass Access Route
- 243b Southwest Bypass Segment 1 (RM 2243 to IH 35)
- 251 Inner Loop Safety Improvements (Belmont Drive to Rockride Lane)
- 276 Arterial H Extension Phase 1 (CR 175 to Massey Way)

In Design

- 231 Ronald Reagan at IH 35 (Bridge Replacement)
- 231 IH 35 Ramp Reversal and Frontage Road Conversion (FM 972 to CR 312)
- 237 DB Wood At SH 29
- 241 CR 176 at RM 2243 (Safety Improvements)
- 243d Southwest Bypass Segment 2 (RM 2243 to IH 35)
- 306 CR 305 At IH 35 - Design (Bridge Replacement)



Arterial H
 (Sam Bass Rd to existing Arterial H)

Project Length: .83 Miles
 Roadway Classification: Minor Arterial

Limited NTP: June 2016 - November 2017
 Estimated Construction Cost: \$3.3 Million



AUGUST 2017 IN REVIEW

8/4/2017: Patin Construction excavated to subgrade between CR 175 and Culvert A and excavated for the Pedestrian Culvert. Grading for the floor at Culvert B continued. Subcontractor Rod Busters tied steel for the floor at Culvert B.

8/11/2017: Excavation to subgrade continued between CR 175 and Culvert A. Grading for the floor at Culvert B continued. Subcontractor Rod Busters continued to tie steel for the floor at Culvert B and Subcontractor Custom Trench pre-trenched for the storm sewer line east of Culvert A.

8/18/2017: Embankment continued to be placed for the berm along the northern ROW from Culvert A to Culvert B. Concrete for Culvert B floor and aprons was placed. The Contractor graded, set formwork and tied steel for the pedestrian culvert. Subcontractor Custom Trench continued to pre-trench for storm sewer pipe from Culvert A.

8/25/2017: Concrete for the pedestrian culvert floor, aprons, and the weir wall footings was placed. The wall forms were set for Culvert B. Subcontractor Custom Trench continued pre-trenching for the storm sewer line between Culvert A and CR 175.



Design Engineer: Randall Jones
 Contractor: Patin Construction
 Construction Observation:
 Steven Shull, HNTB

Williamson County
 Road Bond Program



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

Original Contract Price = \$3,210,934.80

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
4/20/2016	5/16/2016	2/17/2017 (Limited) 5/26/2017	6/5/2017			180	426	606

<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$) Used</u>	<u>% Time Used</u>
1	6/1/2016	6/30/2016	0	\$134,198.10	\$134,198.10	\$14,910.90	\$14,910.90	4	0
2	7/1/2016	7/31/2016	0	\$182,746.89	\$316,944.99	\$20,305.21	\$35,216.11	11	0
3	8/1/2016	8/31/2016	0	\$93,893.40	\$410,838.39	\$10,432.60	\$45,648.71	14	0
4	9/1/2016	9/30/2016	0	\$206,817.21	\$617,655.60	\$22,979.69	\$68,628.40	21	0
5	6/4/2017	6/30/2017	27	\$47,340.00	\$664,995.60	\$5,260.00	\$73,888.40	22	4
6	7/1/2017	8/31/2017	62	\$587,022.75	\$1,252,018.35	\$65,224.75	\$139,113.15	42	15

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	8/29/2017	132,771.00	132,771.00

4C: Third Party Accommodation. Compliance requirements of new laws and/or policies (impacting third party). Project delayed, due to TCEQ approval process for Water Quality pond design changes. 2C: Differing Site Conditions (unforeseeable). New development (conditions changing after PS&E completed). Design changes were necessary, due to unknown elevation of existing water table

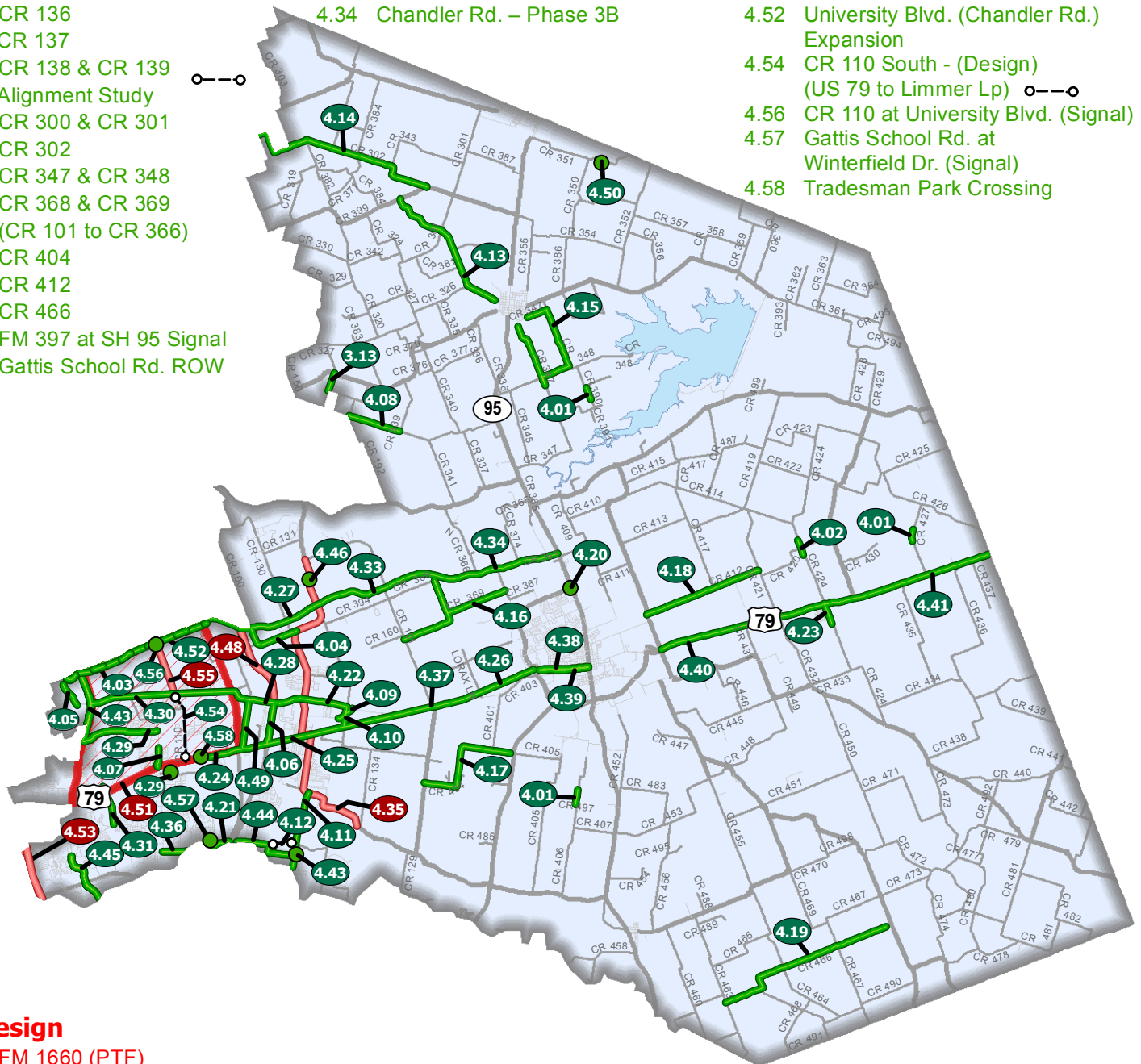
Adjusted Price = \$3,343,705.80

2006 ROAD BOND PROGRAM PROJECTS

PRECINCT 4 - COMMISSIONER MADSEN

Completed/Open to Traffic

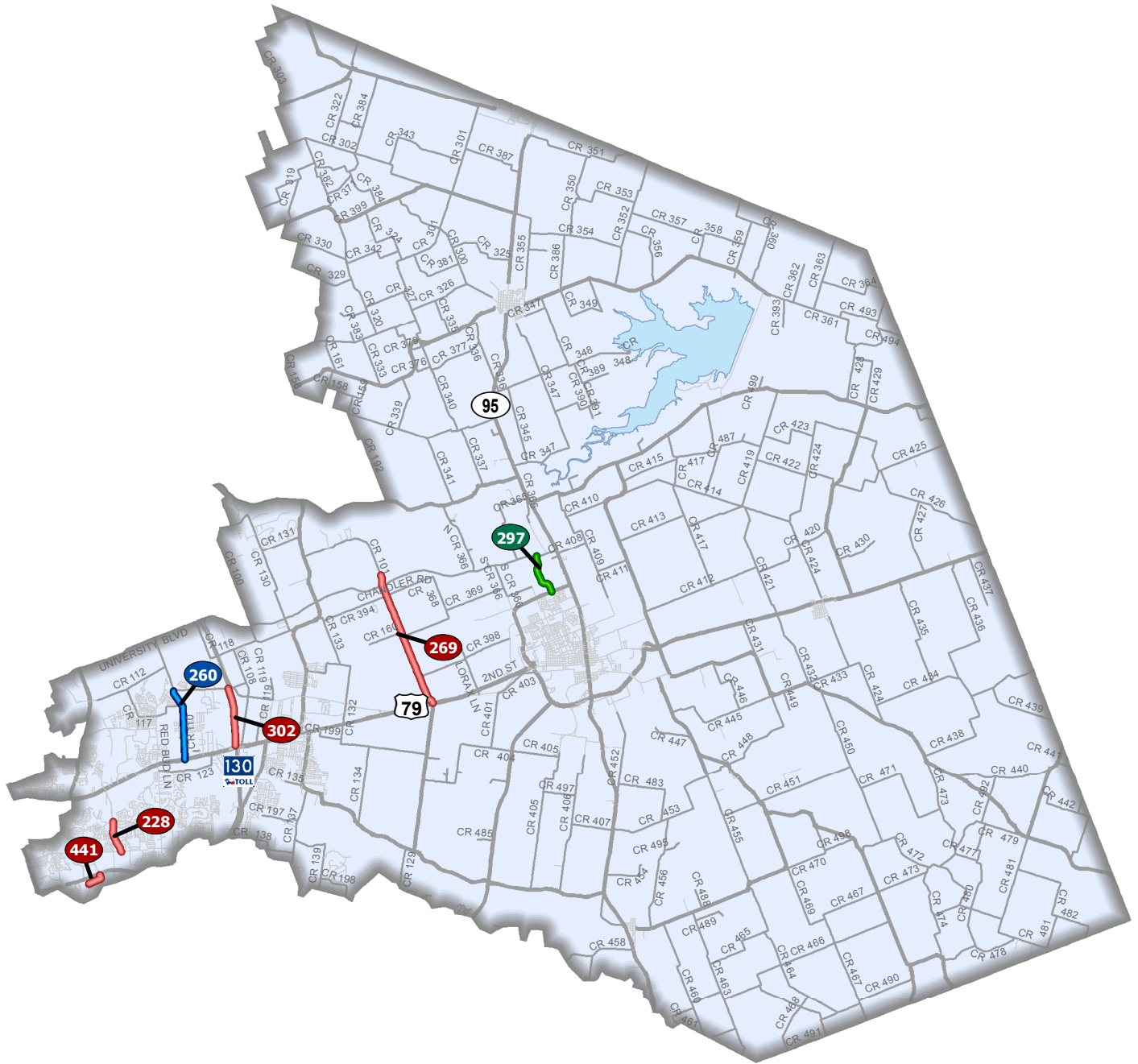
- | | | |
|--|--------------------------------------|---|
| 3.13 CR 157 | 4.22 Limmer Loop – Phase 1A | 4.36 Gattis School Road |
| 4.01 Bridge Replacements Phase 1
(CR 390, 406, 427) | 4.23 Thrall School Zone | 4.37 US 79 - Section 3 (PTF) |
| 4.02 CR 424 Bridge Replacement | 4.24 US 79 – Section 1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



In Design

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

2013 ROAD BOND PROGRAM PROJECTS PRECINCT 4 - COMMISSIONER MADSEN



Completed/Open to Traffic

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

Under Construction/Bidding

260 CR 110 South (US 79 to Limmer Loop)

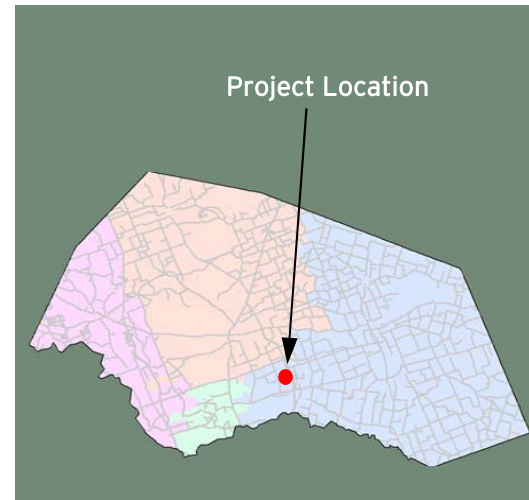
In Design

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

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

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

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



County Road 110 South
 (US 79 to Limmer Loop)

Project Length: 2.25 Miles
 Roadway Classification: Minor Urban Arterial

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



AUGUST 2017 IN REVIEW

8/4/2017: Chasco Constructors processed flexbase from McNutt Creek to Mozart Lane. Water line tie-ins continued at US 79. Concrete was formed and poured for the Culvert 3 wingwall. Subcontractor Texas Walls set MSE wall panels at Abutment 2 of the McNutt Creek bridge and formed the remaining wall footings at Abutment 1.

8/11/2017: Flexbase was graded from north of McNutt Creek to Mozart Lane. Ditch excavation and driveway pipe installation continued between CR 122 and Limmer Loop. Concrete curb and gutter were placed from McNutt Creek to Sofia Lane and Porano Circle to Mozart Lane.

8/18/2017: Flexbase was processed from CR 122 to Limmer Loop. Water line work was completed at US 79. Concrete wingwalls were placed at Culverts 3 and 5. The concrete backwall and cap were placed at Abutment 2. Subcontractor Texas Walls continued setting wall panels at Abutment 2.

8/25/2017: Placement of embankment continued south of Mc Nutt Creek. The Abutment 1 cap for the bridge was poured and the concrete riprap placed on the north slope of McNutt Creek. Subcontractor APAC-Wheeler placed asphalt from McNutt Creek to Mozart Lane.



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

Williamson County
 Road Bond Program



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

Original Contract Price = \$11,224,589.02

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
9/27/2016	10/17/2016	1/3/2017	1/13/2017			510	0	510

<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$ Used)</u>	<u>% Time Used</u>
1	1/13/2017	3/31/2017	78	\$1,644,069.60	\$1,644,069.60	\$182,674.40	\$182,674.40	16	15
2	4/1/2017	4/30/2017	30	\$393,511.50	\$2,037,581.10	\$43,723.50	\$226,397.90	20	21
3	5/1/2017	5/31/2017	31	\$582,730.20	\$2,620,311.30	\$64,747.80	\$291,145.70	26	27
4	6/1/2017	6/30/2017	30	\$630,479.66	\$3,250,790.96	\$70,053.30	\$361,199.00	32	33
5	7/1/2017	7/31/2017	31	\$803,057.63	\$4,053,848.59	\$89,228.62	\$450,427.62	40	39
6	8/1/2017	8/31/2017	31	\$1,287,965.24	\$5,341,813.83	\$143,107.25	\$593,534.87	53	45

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	6/15/2017	-5,837.31	-5,837.31

1A: Design Error or Omission. Incorrect PS&E. The proposed flow of water from Box Culvert 6 went through the middle of a downstream property; therefore, a redesign and relocation of Culvert 6 was necessary. 4B: Third Party Accommodation. Third party requested work. The property owner at the downstream end of the proposed culvert requested that the water flow around his property limits, as it does in the current conditions. 2C: Differing Site Conditions. New development (conditions changing after PS&E completed). The Mozart Street connection to CR 110 South was permitted and built after the completion of the CR 110 South roadway plans and plan revisions were required to tie-in properly

Adjusted Price = \$11,218,751.71

Commissioners Court - Regular Session

27.

Meeting Date: 09/19/2017

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: 08/24/2017

Reviewed By

Wendy Coco

Date

08/24/2017 11:49 AM

Started On: 08/24/2017 11:17 AM

Commissioners Court - Regular Session

28.

Meeting Date: 09/19/2017

2017-2018 County Clerk Records Archive Fund

Submitted By: Ashlie Koenig, Budget Office

Department: Budget Office

Agenda Category: Regular Agenda Items

Information

Agenda Item

10:00 AM Hold public hearing on the plan for the funding of the preservation and restoration of the County Clerk's Records Archive for 2017-2018.

Background

Fiscal Impact

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

Attachments

[CC Records Archive](#)

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Ashlie Koenig

Final Approval Date: 09/01/2017

Reviewed By

Wendy Coco

Date

09/01/2017 09:49 AM

Started On: 08/31/2017 03:19 PM

Archive Plan

For Preservation and Restoration
Of Archived Records

Prepared by

Terri Countess, Archive Division Manager

For

Nancy E. Rister, County Clerk

August, 2017

Executive Summary

The vast majority of the permanent records in the County Clerk's office are paper based. These records are used on a daily basis by the public and are vulnerable to loss by theft and wear and tear.

With no cost to the County, these records can be preserved by using the archive fees collected to cover the cost of scanning the paper based documents and preserving the handwritten ones by encapsulation. In addition to preserving the documents, the images can be added to our existing imaging system and improve customer service by offering a wider date range of documents on the Internet.

Introduction

County Clerks are currently authorized to collect a records management fee for maintaining and preserving current documents. A fee not to exceed \$10 may be imposed for recording or filing public documents in county clerk offices in any county for the purpose of preserving, restoring, and managing these county records. The legislation is designed to target archived records. This does not include court records.

This bill authorizes the Commissioners Court to adopt a records archive fee as part of the county's annual budget. This additional revenue will be dedicated to help focus on preserving older records.

Williamson County Commissioners Court approved the \$5 fee on August 26, 2003 under agenda item #23.

Historical Data FY2001 – FY2017

In FY 2001-2002 Deed books 1 through 3 and Survey book for 1902 were preserved and encapsulated. In FY 2002-2003 Deed books 4 and 5 were preserved and encapsulated. In FY 2003-2004 Police Court minutes 1850 – 1859; Elections Volume 1 – 1884-1892; Deed books 6 – 26 were preserved and encapsulated. In FY 2004-2005 Deed books 27 – 122 were preserved and encapsulated. In FY 2005-2006 Williamson County Bid 06WC406 was awarded. Deed books 123 – 168 were preserved and encapsulated. In FY 2006-2007 Marriage Indexes 1848 - 1997; Elections Volumes 2-9 were preserved and encapsulated.

The encapsulation effort was halted in 2006 pending the acceptance of the vendor that has done the majority of our books onto the State of Texas contract vendor's list. In early 2008, Brazoria County, TX awarded a contract to this same vendor for repair and restoration of historical books for Brazoria County. At that time, Williamson County Clerk's Office entered into an Interlocal agreement with Brazoria County for the Repair and Restoration of historical books.

Williamson County Commissioners Court approved an Interlocal Agreement with Brazoria County for the Repair and Restoration of historical books for the County Clerk on March 25, 2008 under agenda item #25.

Subsequent to the approval by the Commissioners Court, 52 Marriage books (1850-1997) and 51 Commissioner's Court books were sent to the selected vendor for preservation and encapsulation. Also completed in FY 2008-2009 were Birth Record Volumes 1-12, 1903-1957, Delayed Birth Records Volumes A-Z and Volumes A-1 through A-10, Still Birth Record and Register of Births 1868-1876, Death Records Volumes 1-12, 31 Naturalization Books, Index to Deeds and the Reverse Indexes for preservation and encapsulation. This was done in FY 2008-2009.

Since February 2005 with a staff of 7, all of the deed books have been scanned. All scanned books are made available on personal computers in the public research area and over the internet. Each book and page is accessible by book and page lookup. Scanning of 943 deed books has been completed. These images are now available online. Staff was reduced to 5 in 2007-2008 FY as people moved on to other jobs. After finishing this initial project, they scanned and indexed all marriage records including old marriage licenses that were not returned or picked up. This project was completed in FY2010-2011.

Restoration of the oldest probate records was started after the archive staff took photos of all documents sent for restoration. They then reviewed the returned books to proof the restoration work and verify what was sent, actually came back. Minor errors were caught and corrected. More books were encapsulated while they worked on photographing probate cases. There were no books restored in FY2009-2010 as staff got caught up with all the marriage books and taking photos of all probate coming up for restoration in FY2011-2012.

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A total of 23 books were photographed and sent to Kofile for restoration. It is averaging 7 to 12 weeks for Kofile to complete the restoration process.

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FY 2016-2017

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A schedule for additional books to be sent to Kofile in the 2017-2018 budget year is in the works at this time. We anticipate having another set of books photographed and ready to ship to Kofile beginning in October of 2017 with another shipment midway through the 2017-2018 budget year.

To summarize 2016-2017, (43 weeks out of a total of 52 weeks), as of July 27, 2017, the Archive Department has completed indexing, scanning and proofing over 38,678 Death Certificates and performed quality control on over 28,807 additional Death Certificates previously residing in Tyler. Approximately 203,966 Microfilm documents on 208 reels have been reviewed, in addition to verifying reels when received from vendors. Over 8,900 photographs have been taken of books prepped for the restoration process in addition to verifying that the restored books were completed properly by comparing them to the photographs taken prior to restoration.

2017-2018

For FY 2017-2018 the Archive Division will continue to work on the Death Records Projects, finish reviewing the 2013 microfilm then start reviewing the 2015 microfilm.

Preparation will continue to prepare another group of books for restoration and encapsulation. This effort includes photographing each page, editing the quality of the photo (by cropping and enhancing the image), mapping, packing then shipping to the vendor. Once the books are received back from the vendor they are reviewed to proof the restoration work and verify what was sent, is what we received.

Each budget year a revised plan and report of the current progress is reported. We still have 1997 to 2006, 2014 and 2015 reels left to review as well as sending the 2016 documents to a vendor to put on microfilm. Additional projects to be considered in the future consist of digitizing Commissioner Court Minutes from 1996 back, scanning in the fetal death records and delayed death records, cleanup of OPR documents, converting negative to positive images of some of the microfilm and books and conduct a verification process of marriage licenses originals for 1848 through 1997, which are currently stored in the vault, to ensure that we have electronic copies of each.

Archive Plan

Projected Revenue for 2017-2018

Document Type	Forecast of # documents filed subject to fee based on 2016 filings	Anticipated maximum revenue at \$5.00 per document
Official Public Records	122,855	\$614,275

Proposed Budget of Expenses for 2017-2018

Salaries for 5 people	\$190,456.01
FICA	14,760.83
Retirement	26,897.51
Insurance-\$8946.00 each	44,730.00
Workers Comp	401.29
Preservation of books	696,143.00
Software	<u>83,225.11</u>
Total	\$971,891.07

(Merit not included as no decision on merit has been made for 2017-2018 at this time)

LOCAL GOVERNMENT CODE

§ Sec.118.025. COUNTY CLERK'S RECORDS ARCHIVE. (a) In this section:

(1) "Deterioration" means any naturally occurring process or a natural disaster that result in the destruction or partial destruction of a public document.

(2) "Preservation" means any process that:

(A) Suspends or reduces the deterioration of public documents; or

(B) Provides public access to the public documents in a manner that reduces the risk of deterioration, excluding providing public access to public documents indexed geographically.

(3) "Public document" means any instrument, document, paper, or other record that the county clerk is authorized to accept for filing or maintaining.

(4) Repealed by Acts 2005, 79th Leg., Ch. 804, Sec. 7, eff. June 17, 2005.

(5) "Restoration" means any process that permits the visual enhancement of a public document, including making the document more legible.

(b) The commissioner's court of a county may adopt a records archive fee under Section 118.011(f) as part of the county's annual budget. The fee must be set and itemized in the county's budget as part of the budget preparation process. The fee for "Records Archive" under Section 118.011(f) is for the preservation and restoration services performed by the county clerk in connection with maintaining a county clerk's records archive.

(c) The fee must be paid at the time a person, excluding a state agency, presents a public document to the county clerk for recording or filing.

(d) The fee shall be deposited in a separate records archive account in the general fund of the county. Any interest accrued remains with the account.

(e) The funds generated from the collection of a fee under this section may be expended only for the preservation and restoration of the county clerk's records archive. The county clerk shall designate the public documents that are part of the records archive for purposes of this section. The designation of public documents by the county clerk under this subsection is subject to approval by the commissioner's court in a public meeting during the budget process.

(f) The funds may not be used to purchase, lease, or develop computer software to geographically index public records, excluding indexing public records by lot and block description as provided by Section 193.009(b)(4).

(g) Before collecting the fee under this section, the county clerk shall prepare an annual written plan for funding the preservation and restoration of the county clerk's records archive. The commissioner's court shall publish notice of a public hearing on the plan in a newspaper of general circulation in the county not later than the 15th day before the date of the hearing. After the public hearing, the plan shall be considered for approval by the commissioner's court. Funds from the records archive account may be expended only as provided by the plan. All expenditures from the records archive account shall comply with Subchapter C, Chapter 262. The hearing may be held during the budget process. **After establishing the fee, the plan may be approved annually during the budget process.**

(h) If a county charges a fee under this section, a notice shall be posted in a conspicuous place in the county clerk's office. The notice must state the amount of the fee in the following form: "THE COMMISSIONER'S COURT OF _____ COUNTY HAS DETERMINED THAT A RECORDS ARCHIVE FEE OF \$_____ IS NEEDED TO PRESERVE AND RESTORE COUNTY RECORDS."

(i) The fee is subject to approval by the commissioner's court in a public meeting during the budget process.

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Added by Acts 2001, 77th Leg., ch. 794, Sec. 4, eff. Sept. 1, 2001. Amended by Acts 2003, 78th Leg., ch. 974, Sec. 3, eff. Sept. 1, 2003; Acts 2003, 78th Leg., ch. 1275, Sec. 3(32), eff. Sept. 1, 2003.

Amended by:

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From SB 526 79th Legislature

SECTION 7. Subsection (g), Section 118.011, and Subdivision (4), Subsection (a), and Subsection (k), Section 118.025, Local Government Code, are repealed.

From HB 1513 83th Legislature and AG Opinion GA1055

Allowed for an increase in the Records Management Fee to \$10 maximum and the Records Archive Fee to a maximum of \$10 to be implemented on September 1, 2013. The RMF went up to \$10 but the Archive fee stayed at \$5 as computer and software purchases also come out of RMF as well as salaries which deplete it.

Commissioners Court - Regular Session

29.

Meeting Date: 09/19/2017

2017-2018 County Clerk Records Archive Fund

Submitted By: Ashlie Koenig, Budget Office

Department: Budget Office

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on the plan for the funding of the preservation and restoration of the County Clerk's Records Archive Fund for 2017-2018.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

County Clerk Records Archive

Form Review

Inbox

County Judge Exec Asst.
Form Started By: Ashlie Koenig
Final Approval Date: 09/01/2017

Reviewed By

Wendy Coco

Date

09/01/2017 09:49 AM
Started On: 08/31/2017 03:21 PM

Archive Plan

For Preservation and Restoration
Of Archived Records

Prepared by

Terri Countess, Archive Division Manager

For

Nancy E. Rister, County Clerk

August, 2017

Executive Summary

The vast majority of the permanent records in the County Clerk's office are paper based. These records are used on a daily basis by the public and are vulnerable to loss by theft and wear and tear.

With no cost to the County, these records can be preserved by using the archive fees collected to cover the cost of scanning the paper based documents and preserving the handwritten ones by encapsulation. In addition to preserving the documents, the images can be added to our existing imaging system and improve customer service by offering a wider date range of documents on the Internet.

Introduction

County Clerks are currently authorized to collect a records management fee for maintaining and preserving current documents. A fee not to exceed \$10 may be imposed for recording or filing public documents in county clerk offices in any county for the purpose of preserving, restoring, and managing these county records. The legislation is designed to target archived records. This does not include court records.

This bill authorizes the Commissioners Court to adopt a records archive fee as part of the county's annual budget. This additional revenue will be dedicated to help focus on preserving older records.

Williamson County Commissioners Court approved the \$5 fee on August 26, 2003 under agenda item #23.

Historical Data FY2001 – FY2017

In FY 2001-2002 Deed books 1 through 3 and Survey book for 1902 were preserved and encapsulated. In FY 2002-2003 Deed books 4 and 5 were preserved and encapsulated. In FY 2003-2004 Police Court minutes 1850 – 1859; Elections Volume 1 – 1884-1892; Deed books 6 – 26 were preserved and encapsulated. In FY 2004-2005 Deed books 27 – 122 were preserved and encapsulated. In FY 2005-2006 Williamson County Bid 06WC406 was awarded. Deed books 123 – 168 were preserved and encapsulated. In FY 2006-2007 Marriage Indexes 1848 - 1997; Elections Volumes 2-9 were preserved and encapsulated.

The encapsulation effort was halted in 2006 pending the acceptance of the vendor that has done the majority of our books onto the State of Texas contract vendor's list. In early 2008, Brazoria County, TX awarded a contract to this same vendor for repair and restoration of historical books for Brazoria County. At that time, Williamson County Clerk's Office entered into an Interlocal agreement with Brazoria County for the Repair and Restoration of historical books.

Williamson County Commissioners Court approved an Interlocal Agreement with Brazoria County for the Repair and Restoration of historical books for the County Clerk on March 25, 2008 under agenda item #25.

Subsequent to the approval by the Commissioners Court, 52 Marriage books (1850-1997) and 51 Commissioner's Court books were sent to the selected vendor for preservation and encapsulation. Also completed in FY 2008-2009 were Birth Record Volumes 1-12, 1903-1957, Delayed Birth Records Volumes A-Z and Volumes A-1 through A-10, Still Birth Record and Register of Births 1868-1876, Death Records Volumes 1-12, 31 Naturalization Books, Index to Deeds and the Reverse Indexes for preservation and encapsulation. This was done in FY 2008-2009.

Since February 2005 with a staff of 7, all of the deed books have been scanned. All scanned books are made available on personal computers in the public research area and over the internet. Each book and page is accessible by book and page lookup. Scanning of 943 deed books has been completed. These images are now available online. Staff was reduced to 5 in 2007-2008 FY as people moved on to other jobs. After finishing this initial project, they scanned and indexed all marriage records including old marriage licenses that were not returned or picked up. This project was completed in FY2010-2011.

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(B) Provides public access to the public documents in a manner that reduces the risk of deterioration, excluding providing public access to public documents indexed geographically.

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(f) The funds may not be used to purchase, lease, or develop computer software to geographically index public records, excluding indexing public records by lot and block description as provided by Section 193.009(b)(4).

(g) Before collecting the fee under this section, the county clerk shall prepare an annual written plan for funding the preservation and restoration of the county clerk's records archive. The commissioner's court shall publish notice of a public hearing on the plan in a newspaper of general circulation in the county not later than the 15th day before the date of the hearing. After the public hearing, the plan shall be considered for approval by the commissioner's court. Funds from the records archive account may be expended only as provided by the plan. All expenditures from the records archive account shall comply with Subchapter C, Chapter 262. The hearing may be held during the budget process. **After establishing the fee, the plan may be approved annually during the budget process.**

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From SB 526 79th Legislature

SECTION 7. Subsection (g), Section 118.011, and Subdivision (4), Subsection (a), and Subsection (k), Section 118.025, Local Government Code, are repealed.

From HB 1513 83th Legislature and AG Opinion GA1055

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Commissioners Court - Regular Session

30.

Meeting Date: 09/19/2017

2017-2018 District Clerk Records Archive

Submitted By: Ashlie Koenig, Budget Office

Department: Budget Office

Agenda Category: Regular Agenda Items

Information

Agenda Item

10:15 AM Hold public hearing on the plan for the funding of the preservation and restoration of the District Clerk's Records Archive Fund for 2017-2018.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

[District Clerk Records Archive](#)

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Ashlie Koenig

Final Approval Date: 09/01/2017

Reviewed By

Wendy Coco

Date

09/01/2017 09:49 AM

Started On: 08/31/2017 03:23 PM

NOTICE OF ADDITIONAL FEE

THE COMMISSIONERS COURT OF WILLIAMSON COUNTY

PURSUANT TO SB1865, HB1513 AND

GOVERNMENT CODE, Section 51.305 HAS DETERMINED

THAT A RECORDS ARCHIVE FEE OF -\$10.00- IS NEEDED

TO PRESERVE AND RESTORE DISTRICT COURT

RECORDS.

EFFECTIVE DATE OCTOBER 1, 2018

LISA DAVID

WILLIAMSON COUNTY DISTRICT CLERK

LISA DAVID, DISTRICT CLERK

WILLIAMSON COUNTY

ARCHIVE PLAN 2018

**WILLIAMSON COUNTY
DISTRICT CLERK**

Archive Plan

SUMMARY

The vast majority of the permanent records in the District Clerks office are paper. These records are used on a daily basis by the public and are vulnerable to loss by theft and wear and tear.

In February 2014, the mandate was followed and the Williamson County District Clerk began e-file, thus doing away with paper files in civil and family.

In the first 6 months of 2017 the District Clerk's office scanned into the management system over 280,000 pages. This amount is for civil, family and criminal. The paper still looms in the office as prior to 2014 all was filed in paper.

Historical documents and books are in dire need of restoration. These books date back to the 1800s and have no spine is some to hold documents in the cover.

With no cost to the County, these records can be preserved by using the archive fees and records management fees to cover the cost of scanning the paper based documents and preserving the handwritten ones. The images can be added to our existing imaging system and improve customer service.

The District Clerks are currently authorized to collect a records management and preservation fee of \$10. This fee is a dedicated fund for the use of preserving and managing county and District Clerk records.

The 81st Texas Legislature passed Senate Bill 1685 which provides that the District Clerk may begin collecting a fee of \$5 for filing specific suits in the County and District Court. This fund becomes effective October 1, 2010. All monies collected will be placed in a line item in the budget labeled District Court Technology Fund to be used for the purpose of restoration and preservation of records in the District Clerk's Office.

The 83rd Texas Legislature passed HB 1513 which allows Commissioners Courts to temporarily authorize the fee not to exceed \$10 per certain types of files effective date of bill September 1, 2013, effective date of fee January 1, 2014. The fee will revert back to \$5 effective September 1, 2019.

The fee is assessed upon the filing of a suit or a cross action, counterclaim, intervention, contempt action, motion for new trial, or a third-party petition in District Court.

The collection of fee would expire upon completion of the projects necessary to preserve and digitize the district court records.

The process to move the paper out of the office will be a continuous task to ensure records are archived and indexed for retrieval.

The Records Management fee is for the ongoing filings and management of the current records and preservation of those records.

The Archive Fee is set out for the historical records and preservation to prevent deterioration.

GOAL

The goal is to produce and archive all documents, regardless of type, as efficiently as possible. The District Clerk's office is also restoring records, suspending and reducing deterioration of public records, improving public access to these documents reducing the risk of deterioration.

Restoration of old documents have been utilized in that the historical Dan Moody case was restored by outside vendors. The documents were placed in binders and images were placed on a CD.

It will be the responsibility of the District Clerk records department to perform routine inspections of the records archive. Following an inspection, should a document require restoration, the Records Manager will determine the appropriate method of restoration.

Restoration of damaged documents will utilize the most efficient and practical method available. In the event this office is unable to restore a document, the Records Manager will research local vendors capable of providing necessary services.

This office will utilize the funds made available through the District Court Records Technology Fund.

In the 2015 budget a Scan Pro was purchased to do partial digitizing of microfilmed documents and various older documents. The clerk has used discretion on what can be done in house and what will have to be done by a professional vendor in using the resources of these approved funds.

The District Clerk has digitized over 252,000 images from microfilm to current management system using a part time clerk in effort to decrease the cost of outside vendors.

**Part time Salary from Records Technology Fund currently and projected budget:
\$19,081.37= 1 Part Time Employee**

The fund will also allow an outside source to preserve many of the tattered documents that are part of the history of Williamson County and need to be preserved.

As of August 2017, the District Clerk Preservation fund total was \$297,440.05. Projected annual revenue for 2017-2018 –Estimated documents subject to fee is 6480 and revenue based is \$49,165.00.

This amount has been allowed to grow due to the cost to preserve these historical records. The objective in 2018 is to have as many historical records preserved as possible with the monies available in this account. The process is very costly and for that reason the dollar amount will decrease dramatically within this budget year with the work that needs to be done on the records. The strategy is to allow the fund to accumulate for at least two years until it reaches a sufficient amount to fund a record's management project.

**Costs associated with preserving and archiving by outside vendor:
Historical Records dating back to 1848, approximately 77,000 documents:
Plan for FY-2018:**

Historical records in TRI-FOLD: Removing fasteners, clean sheets to remove deposits.

Flatten & Humidify Sheets as needed

Retain shuck and rehouse with cases

Return in acid-free folders & corrugated archival boxes.

Costs \$156,001.28 for preservation of the above- mentioned records.

The District Clerk seeks to continue the restoration and preservation process of existing original records comprised of older volumes and case files—many of which are dated prior to 1900. These records have a very high historical value and professional work is needed to restore, preserve and enhance the integrity of the documents and books.

**Prepare Archive Plan
Commissioner's Court Approval
Annual Public Hearing
Post Notice of Fee**

Lisa David, District Clerk Williamson County, Texas

Date

Dan Gattis, County Judge, Williamson County, Texas

Date

Commissioners Court - Regular Session

31.

Meeting Date: 09/19/2017

2017-2018 District Clerk Records Archive

Submitted By: Ashlie Koenig, Budget Office

Department: Budget Office

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on the plan for the funding of the preservation and restoration of the District Clerk's Records Archive for 2017-2018.

Background

Fiscal Impact

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

Attachments

District Clerk Records Archive

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Ashlie Koenig

Final Approval Date: 09/01/2017

Reviewed By

Wendy Coco

Date

09/01/2017 09:49 AM

Started On: 08/31/2017 03:24 PM

NOTICE OF ADDITIONAL FEE

THE COMMISSIONERS COURT OF WILLIAMSON COUNTY

PURSUANT TO SB1865, HB1513 AND

GOVERNMENT CODE, Section 51.305 HAS DETERMINED

THAT A RECORDS ARCHIVE FEE OF -\$10.00- IS NEEDED

TO PRESERVE AND RESTORE DISTRICT COURT

RECORDS.

EFFECTIVE DATE OCTOBER 1, 2018

LISA DAVID

WILLIAMSON COUNTY DISTRICT CLERK

LISA DAVID, DISTRICT CLERK

WILLIAMSON COUNTY

ARCHIVE PLAN 2018

**WILLIAMSON COUNTY
DISTRICT CLERK**

Archive Plan

SUMMARY

The vast majority of the permanent records in the District Clerks office are paper. These records are used on a daily basis by the public and are vulnerable to loss by theft and wear and tear.

In February 2014, the mandate was followed and the Williamson County District Clerk began e-file, thus doing away with paper files in civil and family.

In the first 6 months of 2017 the District Clerk's office scanned into the management system over 280,000 pages. This amount is for civil, family and criminal. The paper still looms in the office as prior to 2014 all was filed in paper.

Historical documents and books are in dire need of restoration. These books date back to the 1800s and have no spine is some to hold documents in the cover.

With no cost to the County, these records can be preserved by using the archive fees and records management fees to cover the cost of scanning the paper based documents and preserving the handwritten ones. The images can be added to our existing imaging system and improve customer service.

The District Clerks are currently authorized to collect a records management and preservation fee of \$10. This fee is a dedicated fund for the use of preserving and managing county and District Clerk records.

The 81st Texas Legislature passed Senate Bill 1685 which provides that the District Clerk may begin collecting a fee of \$5 for filing specific suits in the County and District Court. This fund becomes effective October 1, 2010. All monies collected will be placed in a line item in the budget labeled District Court Technology Fund to be used for the purpose of restoration and preservation of records in the District Clerk's Office.

The 83rd Texas Legislature passed HB 1513 which allows Commissioners Courts to temporarily authorize the fee not to exceed \$10 per certain types of files effective date of bill September 1, 2013, effective date of fee January 1, 2014. The fee will revert back to \$5 effective September 1, 2019.

The fee is assessed upon the filing of a suit or a cross action, counterclaim, intervention, contempt action, motion for new trial, or a third-party petition in District Court.

The collection of fee would expire upon completion of the projects necessary to preserve and digitize the district court records.

The process to move the paper out of the office will be a continuous task to ensure records are archived and indexed for retrieval.

The Records Management fee is for the ongoing filings and management of the current records and preservation of those records.

The Archive Fee is set out for the historical records and preservation to prevent deterioration.

GOAL

The goal is to produce and archive all documents, regardless of type, as efficiently as possible. The District Clerk's office is also restoring records, suspending and reducing deterioration of public records, improving public access to these documents reducing the risk of deterioration.

Restoration of old documents have been utilized in that the historical Dan Moody case was restored by outside vendors. The documents were placed in binders and images were placed on a CD.

It will be the responsibility of the District Clerk records department to perform routine inspections of the records archive. Following an inspection, should a document require restoration, the Records Manager will determine the appropriate method of restoration.

Restoration of damaged documents will utilize the most efficient and practical method available. In the event this office is unable to restore a document, the Records Manager will research local vendors capable of providing necessary services.

This office will utilize the funds made available through the District Court Records Technology Fund.

In the 2015 budget a Scan Pro was purchased to do partial digitizing of microfilmed documents and various older documents. The clerk has used discretion on what can be done in house and what will have to be done by a professional vendor in using the resources of these approved funds.

The District Clerk has digitized over 252,000 images from microfilm to current management system using a part time clerk in effort to decrease the cost of outside vendors.

**Part time Salary from Records Technology Fund currently and projected budget:
\$19,081.37= 1 Part Time Employee**

The fund will also allow an outside source to preserve many of the tattered documents that are part of the history of Williamson County and need to be preserved.

As of August 2017, the District Clerk Preservation fund total was \$297,440.05. Projected annual revenue for 2017-2018 –Estimated documents subject to fee is 6480 and revenue based is \$49,165.00.

This amount has been allowed to grow due to the cost to preserve these historical records. The objective in 2018 is to have as many historical records preserved as possible with the monies available in this account. The process is very costly and for that reason the dollar amount will decrease dramatically within this budget year with the work that needs to be done on the records. The strategy is to allow the fund to accumulate for at least two years until it reaches a sufficient amount to fund a record's management project.

**Costs associated with preserving and archiving by outside vendor:
Historical Records dating back to 1848, approximately 77,000 documents:
Plan for FY-2018:**

Historical records in TRI-FOLD: Removing fasteners, clean sheets to remove deposits.

Flatten & Humidify Sheets as needed

Retain shuck and rehouse with cases

Return in acid-free folders & corrugated archival boxes.

Costs \$156,001.28 for preservation of the above- mentioned records.

The District Clerk seeks to continue the restoration and preservation process of existing original records comprised of older volumes and case files—many of which are dated prior to 1900. These records have a very high historical value and professional work is needed to restore, preserve and enhance the integrity of the documents and books.

**Prepare Archive Plan
Commissioner's Court Approval
Annual Public Hearing
Post Notice of Fee**

Lisa David, District Clerk Williamson County, Texas

Date

Dan Gattis, County Judge, Williamson County, Texas

Date

Commissioners Court - Regular Session

32.

Meeting Date: 09/19/2017

FY 18 Special Revenue Funds

Submitted By: Ashlie Koenig, Budget Office

Department: Budget Office

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on the following 2017-2018 budgets:

- 0390 County Wide Records Management and Preservation Fund
- 0386 District Clerk - Records Management and Preservation Fund
- 0350 Law Library Fund
- 0882 Fleet Maintenance Fund
- 0545 Regional Animal Shelter Fund
- 0507 Regional Communication System
- 0340 Tobacco Fund
- 0388 Court Records Preservation Fund
- 0376 Surplus Elections Contract Fund
- 0374 County and District Court Technology Fund
- 0364 Pretrial Intervention
- 0384 Records Archive Fund - County Clerk
- 0387 Records Technology fund - District Clerk

Background

These are special revenue funds that are funded by fines and fees vs. property tax revenue. These budgets are for the court's approval for FY 18.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

[FY18 Special Rev Approve](#)

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/14/2017 08:04 AM
Form Started By: Ashlie Koenig		Started On: 09/13/2017 08:40 PM
Final Approval Date: 09/14/2017		

Fund Number	Fund Name	Estimated Fund Balance FY2017	2017-2018 Expense Recommended Budget	2017-2018 Revenue Recommended Budget	Excess (Deficiency) of Revenue/Expense	Projected Fund Balance FY2018
<i>Discuss, consider and take appropriate action on the approval of the following 2017-2018 Budgets:</i>						
0390	County Wide Records Mgmt and Preservation Fund	\$ 591,856.00	\$ 146,739.24	\$ 108,360.00	\$ (38,379.24)	\$ 553,476.76
0386	District Clerk - Records Mgmt and Preservation Fund	\$ 203,841.00	\$ 10,894.25	\$ 28,000.00	\$ 17,105.75	\$ 220,946.75
0350	Law Library Fund	\$ 347,854.00	\$ 225,000.00	\$ 207,000.00	\$ (18,000.00)	\$ 329,854.00
0882	Fleet Maintenance Fund	\$ 1,076,441.00	\$ 3,708,949.25	\$ 3,795,000.00	\$ 86,050.75	\$ 1,162,491.75
0545	Regional Animal Shelter Fund	\$ -	\$ 1,658,319.92	\$ 1,658,319.92	\$ -	\$ -
0507	Regional Communication System	\$ 188,864.00	\$ 1,314,505.66	\$ 1,325,768.00	\$ 11,262.34	\$ 200,126.34
0340	Tobacco Fund	\$ 3,545,812.00	\$ 539,352.00	\$ 268,600.00	\$ (270,752.00)	\$ 3,275,060.00
0388	Court Records Preservation Fund	\$ 549,700.00	\$ 31,400.00	\$ 76,000.00	\$ 44,600.00	\$ 594,300.00
0376	Surplus Elections Contracts Fund	\$ 361,293.00	\$ 145,320.98	\$ -	\$ (145,320.98)	\$ 215,972.02
0374	County and District Court Technology Fund	\$ 83,469.00	\$ 9,000.00	\$ 9,500.00	\$ 500.00	\$ 83,969.00
0364	Pretrial Intervention	\$ -	\$ 159,120.00	\$ 159,120.00	\$ -	\$ -
0384	Records Archive - County Clerk	\$ 2,353,762.00	\$ 1,068,463.68	\$ 605,000.00	\$ (463,463.68)	\$ 1,890,298.32
0387	Records Technology Fund - District Clerk	\$ 300,237.00	\$ 24,973.65	\$ 53,000.00	\$ 28,026.35	\$ 328,263.35

Commissioners Court - Regular Session

33.

Meeting Date: 09/19/2017

FY 18 Special Revenue Funds

Submitted By: Ashlie Koenig, Budget Office

Department: Budget Office

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and acknowledge the following 2017-2018 budgets:

- 0355 Court Reporter Service Fund
- 0360 Courthouse Security Fund
- 0361 Justice of the Peace Security Fund
- 0372 Justice of the Peace Technology Fund
- 0370 Alternate Dispute Fund
- 0380 Probate Court Fund
- 0367 Justice of the Peace #3 Truancy Program
- 0368 Justice of the Peace #2 Truancy Program
- 0369 Justice of the Peace #4 Truancy Program
- 0373 Justice of the Peace #1 Truancy Program

Background

These are special revenue funds funded by revenue from fines and fees vs. property tax revenue. These budgets need to be acknowledged by the Commissioners Court for FY 18.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

[FY18 Special Rev Acknowledge](#)

Form Review

Inbox

County Judge Exec Asst.
 Form Started By: Ashlie Koenig
 Final Approval Date: 09/14/2017

Reviewed By

Wendy Coco

Date

09/14/2017 08:04 AM
 Started On: 09/13/2017 08:48 PM

Fund Number	Fund Name	Estimated Fund Balance FY2017	2017-2018 Expense Recommended Budget	2017-2018 Revenue Recommended Budget	Excess (Deficiency) of Revenue/Expense	Projected Fund Balance FY2018
<i>Discuss, consider and acknowledge the following 2017-2018 Budgets:</i>						
0355	Court Reporter Service Fund	1,226,593.63	\$ 42,300.00	\$ 107,200.00	\$ 64,900.00	1,291,493.63
0360	Courthouse Security Fund	254,939.00	\$ 161,679.69	\$ 212,700.00	\$ 51,020.31	305,959.31
0361	JP Security Fund	136,783.00	\$ 36,425.88	\$ 14,460.00	\$ (21,965.88)	114,817.12
0372	JP Technology Fund	417,091.58	\$ 213,104.12	\$ 59,100.00	\$ (154,004.12)	263,087.46
0370	Alternate Dispute Fund	310,160.00	\$ 8,839.75	\$ 21,200.00	\$ 12,360.25	322,520.25
0380	Probate Court Fund	51,724.00	\$ 4,000.00	\$ 6,000.00	\$ 2,000.00	53,724.00
0367	JP#3 Truancy Program	111,214.00	\$ 68,595.16	\$ 54,000.00	\$ (14,595.16)	96,618.84
0368	JP#2 Truancy Program	75,088.67	\$ 32,725.51	\$ 5,300.00	\$ (27,425.51)	47,663.16
0369	JP#4 Truancy Program	105,616.00	\$ 21,657.72	\$ 21,000.00	\$ (657.72)	104,958.28
0373	JP#1 Truancy Program	29,903.00	\$ -	\$ 4,600.00	\$ 4,600.00	34,503.00

Commissioners Court - Regular Session

34.

Meeting Date: 09/19/2017

Inner Loop at Wilco Way Revised Agent Authorization Form

Submitted By: Dawn Haggard, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding a revised TCEQ Agent Authorization Form for the Edwards Aquifer Protection Program on the Inner Loop at Wilco Way project.

Background

The Inner Loop at Wilco Way project requires TCEQ approval of a Water Pollution Abatement Plan (WPAP) prior to construction. A revised TCEQ Agent Authorization Form is required to authorize an employee of K Friese & Associates, a sub-consultant to the design engineer, to submit the needed WPAP for TCEQ review and approval on behalf of the County.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Inner Loop at Wilco Way Revised Agent Authorization Form

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Dawn Haggard

Final Approval Date: 09/14/2017

Reviewed By

Wendy Coco

Date

09/14/2017 09:31 AM

Started On: 09/13/2017 02:18 PM

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

I _____ DAN A. GATTIS _____
Print Name
_____ COUNTY JUDGE _____
Title - Owner/President/Other
of _____ WILLIAMSON COUNTY _____
Corporation/Partnership/Entity Name
have authorized _____ VICTORIA M. ORTEGA, P.E. _____
Print Name of Agent/Engineer
of _____ K FRIESE & ASSOCIATES _____
Print Name of Firm

to represent and act on the behalf of the above named Corporation, Partnership, or Entity for the purpose of preparing and submitting this plan application to the Texas Commission on Environmental Quality (TCEQ) for the review and approval consideration of regulated activities.

I also understand that:

1. The applicant is responsible for compliance with 30 Texas Administrative Code Chapter 213 and any condition of the TCEQ's approval letter. The TCEQ is authorized to assess administrative penalties of up to \$10,000 per day per violation.
2. For those submitting an application who are not the property owner, but who have the right to control and possess the property, additional authorization is required from the owner.
3. Application fees are due and payable at the time the application is submitted. The application fee must be sent to the TCEQ cashier or to the appropriate regional office. The application will not be considered until the correct fee is received by the commission.
4. A notarized copy of the Agent Authorization Form must be provided for the person preparing the application, and this form must accompany the completed application.
5. No person shall commence any regulated activity on the Edwards Aquifer Recharge Zone, Contributing Zone or Transition Zone until the appropriate application for the activity has been filed with and approved by the Executive Director.

SIGNATURE PAGE:

Applicant's Signature

Date

THE STATE OF _____ §

County of _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that (s)he executed same for the purpose and consideration therein expressed.

GIVEN under my hand and seal of office on this ____ day of _____, _____.

NOTARY PUBLIC

Typed or Printed Name of Notary

MY COMMISSION EXPIRES: _____

Commissioners Court - Regular Session

35.

Meeting Date: 09/19/2017

1604-075 CR 110 South Change Order No. 2

Submitted By: Dawn Haggard, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, Consider, and take any appropriate action regarding Change Order No. 2 in the amount of \$2,840.00 for CR 110 South, a Road Bond Project in Commissioner Pct. 4.

Background

This Change Order substitutes a wingwall with a special drop inlet due to safety slope reasons. The proposed culvert upstream flowline was approximately 4' below the ditch profile grades, which would have resulted in an extremely steep backslope at the end of the culvert. This Change Order also addresses over-runs and under-runs for various waterline components and includes substituting the HDPE bore pipe for steel encasement pipe at the request of Seminole Pipeline.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

1604-075 CR 110 South Change Order No. 2

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Dawn Haggard

Final Approval Date: 09/13/2017

Reviewed By

Wendy Coco

Date

09/13/2017 02:49 PM

Started On: 09/13/2017 09:38 AM

RECEIVED
AUG 31 2017
BY: PSI

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 2

Received

AUG 30 2017

- 1. CONTRACTOR: Chasco Constructors, Inc.
- 2. Change Order Work Limits: Sta. 99+40 to Sta. 217+31
- 3. Type of Change (on federal-aid non-exempt projects): Minor (Major/Minor)
- 4. Reasons: 2E & 4B (3 Max. - In order of importance - Primary first)

Project: 1604-075
 HNTB Corporation
 Roadway: CR 110 South
 CSJ
 Number: _____

5. Describe the work being revised:

2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable) (Item 9). This Change Order substitutes a wingwall with a special drop inlet due to safety slope reasons. The proposed culvert upstream flowline was approximately 4' below ditch profile grades, which would have resulted in an extremely steep backslope at the end of the culvert.

4B: Third Party Accommodation. Third party requested work. This Change Order also addresses over-runs and under-runs for various waterline components and includes substituting the HDPE bore pipe for steel encasement pipe at the request of Seminole Pipeline.

- 6. Work to be performed in accordance with Items: See attached
- 7. New or revised plan sheet(s) are attached and numbered: 154
- 8. New Special Provisions/Specifications to the contract are attached: Yes No
- 9. New Special Provisions to Item N/A No. N/A, Special Specification Item N/A are attached.

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

<p><i>The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.</i></p> <p>THE CONTRACTOR Date <u>8/29/17</u></p> <p>By <u>Chuck Glace</u></p> <p>Typed/Printed Name <u>CHUCK GLACE</u></p> <p>Typed/Printed Title <u>PRESIDENT</u></p>	<p>The following information must be provided</p> <p>Time Ext. #: <u>N/A</u> Days added on this CO: <u>0</u></p> <p>Amount added by this change order: <u>\$2,840.00</u></p>
---	---

RECOMMENDED FOR EXECUTION:

[Signature] 8/31/17
 Project Manager Date

N/A
 Design Engineer Date

[Signature] 9/1/2017
 Program Manager Date

Design Engineer's Seal:

N/A

County Commissioner Precinct 1 Date
 APPROVED REQUEST APPROVAL

County Commissioner Precinct 2 Date
 APPROVED REQUEST APPROVAL

County Commissioner Precinct 3 Date
 APPROVED REQUEST APPROVAL

County Commissioner Precinct 4 Date
 APPROVED REQUEST APPROVAL

County Judge Date
 APPROVED

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 2

Project # 1604-075

TABLE A: Force Account Work and Materials Placed into Stock

	LABOR	HOURLY RATE			HOURLY RATE

TABLE B: Contract Items:

ITEM	DESCRIPTION	UNIT	UNIT PRICE	ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		OVERRUN/ UNDERRUN
				QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	
465-WC01	DROP INLET (SPECIAL)	EA	\$7,500.00	0.00	\$0.00	1.00	1.00	\$7,500.00	\$7,500.00
466-6179	WINGWALL (PW-1)(HW=4 FT)	EA	\$4,950.00	1.00	\$4,950.00	(1.00)	0.00	\$0.00	(\$4,950.00)
J101-1	16" C-905, DR-18 PVC PIPE; W/ TRACER WIRE; INSTALLED	LF	\$68.00	10,874.00	\$739,432.00	(40.00)	10,834.00	\$736,712.00	(\$2,720.00)
J101-7	24" STEEL ENC. PIPE, BORED W/ 16" C-905, DR 18 RJ CARRIER PIPE; INSTALLED	LF	\$570.00	930.00	\$530,100.00	50.00	980.00	\$558,600.00	\$28,500.00
J101-8	24" HDPE DUAL WALL ENC. PIPE; BORED W/ 16" C-905, DR 18 RJ CARRIER PIPE; INSTALLED	LF	\$525.00	50.00	\$26,250.00	(50.00)	0.00	\$0.00	(\$26,250.00)
J101-22	CONNECT EXISTING 2" TO NEW 8"; INSTALLED	EA	\$800.00	1.00	\$800.00	1.00	2.00	\$1,600.00	\$800.00
J101-40	TRENCH SAFETY	LF	\$1.00	11,478.00	\$11,478.00	(40.00)	11,438.00	\$11,438.00	(\$40.00)
TOTALS					\$1,313,010.00			\$1,315,850.00	\$2,840.00

CHANGE ORDER REASON(S) CODE CHART

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

Williamson County Road Bond Program

**County Road 110 South
Williamson County Project No. 1604-075**

Change Order No. 2

Reason for Change

This Change Order substitutes a wingwall with a special drop inlet due to safety slope reasons. The proposed culvert upstream flowline was approximately 4' below ditch profile grades, which would have resulted in an extremely steep backslope at the end of the culvert. This Change Order also addresses over-runs and under-runs for various waterline components and includes substituting the HDPE bore pipe for steel encasement pipe at the request of Seminole Pipeline.

The following new Contract items are required for the required inlet substitution. The unit rates submitted by the Contractor are consistent with the TxDOT average low bid unit prices.

Following is a summary of new items required for this Change Order.

ITEM	DESCRIPTION	QTY	UNIT
465-WC01	DROP INLET (SPECIAL)	1	EA

This Change Order results in a net increase of \$2,840.00 to the Contract amount, for an adjusted Contract total of \$11,221,591.71. The original Contract amount was \$11,224,589.02. Because of this and all Change Orders to-date, \$2,997.31 has been deducted from the Contract, resulting in a 0.03% net decrease in the Contract cost. No additional days will be added to or deducted from the Contract as a result of this Change Order.

HNTB Corporation

James Klotz, P.E.



REQUEST FOR INFORMATION FORM

RFI NO.: 18 Culverts 4 & 5 **DATE:** 6/23/17
PROJECT: CR 110 South 1604-075 **RESPONSE REQUESTED BY**
TO: Tommy Levario, Dannenbaum **DATE:** 6/28/17

REFERENCE: Plan Sheet 154 and Cross Section sheets 71 & 80

PROBLEM: Culvert Flow lines are 2 to 3' lower than ditch lines shown in the cross sections, creating much deeper back slopes. ROW location on sheet 154 for culvert 5 does not match cross sections.

RECOMMENDED SOLUTION:

Delete parallel wingwalls for Culverts 4 & 5, replace with drop inlets. Reconfigure ditch grades to accommodate drainage upstream and downstream in east ditch line.

David Boone
Originator

James Klotz
Supervisor

RESPONSE:

Please refer to culvert grading shown on sheet 156 for structure 5. Sheet 154 has been revised to show a grate inlet on upstream side of structure 4.

Rafael Beckmann
Responder

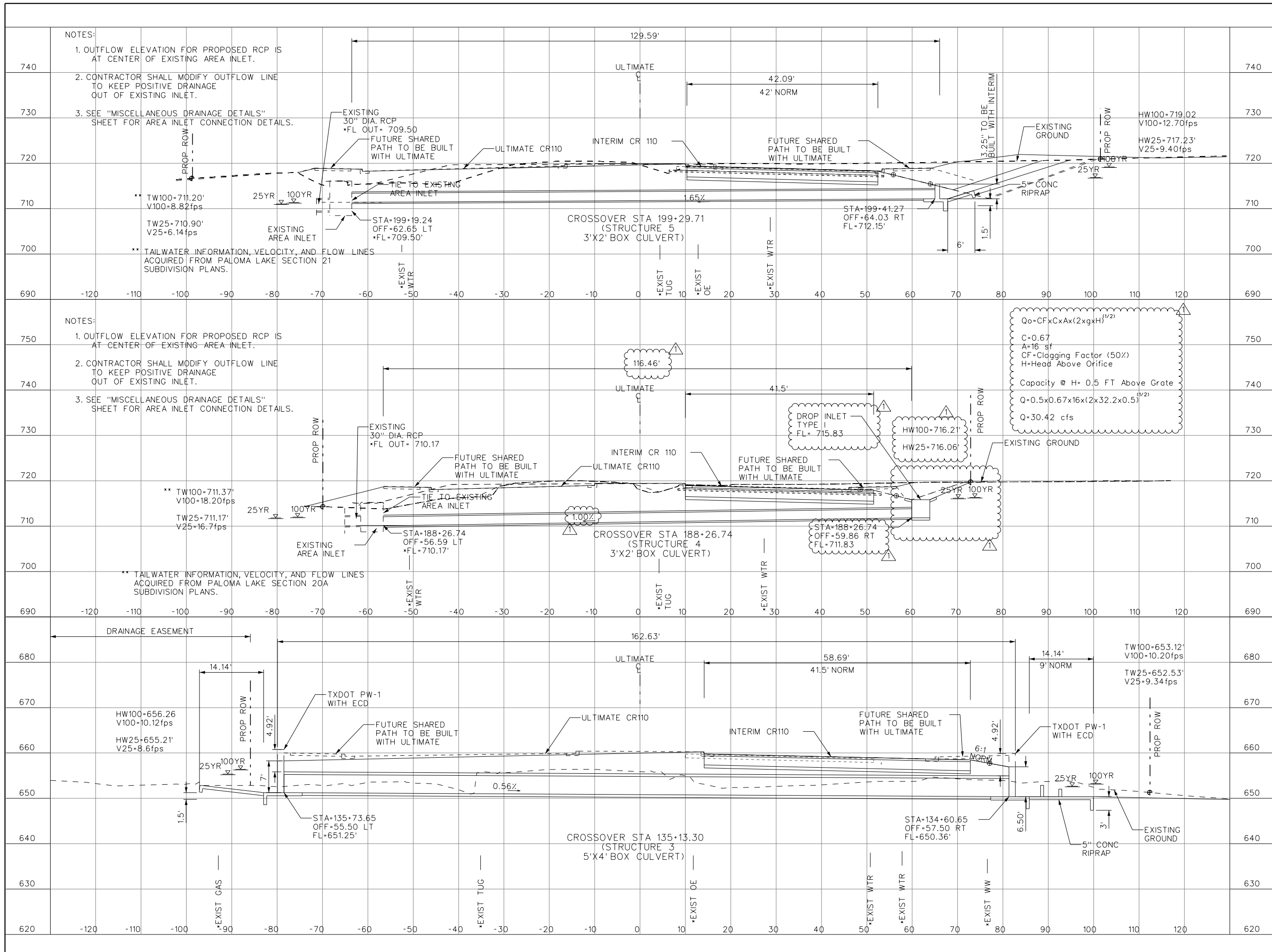
7/10/2017
Date

Sign, Date & Return to HNTB via e-mail or fax.

Mail original to: HNTB Corporation
 101 E. Old Settlers Blvd.
 Ste. 100
 Round Rock, TX 78664

Attachments to RFI: Revised Sheet 154, Drop inlet detail
Cc:

FILE: c:\projectwise\dannenbaum\workdir\rafael.beckmann\dms21961\4862CULVPROF02.dgn
 DATE: 6/05/2017 TIME: 4:57:30 USER: rfael.beckmann



NOTES:

1. SEE HYDRAULIC CONFIGURATION AND DATA SHEETS FOR CULVERT HYDRAULIC DATA.
2. SEE TYPE RR8 RIPRAP DETAILS IN CRR STANDARD FOR 5" CONCRETE RIPRAP TOE WALL DETAILS.
3. UTILITY ELEVATIONS UNKNOWN UNLESS OTHERWISE SHOWN.

$$Q_o = C_F \times C_x \times A_x \times (2 \times g \times H)^{1/2}$$

C=0.67
 A=16 sf
 C_F=Clagging Factor (50%)
 H=Head Above Orifice
 Capacity @ H= 0.5 FT Above Gate
 $Q = 0.5 \times 0.67 \times 16 \times (2 \times 32.2 \times 0.5)^{1/2}$
 Q=30.42 cfs

Rafael Beckmann
 7/10/17

DATE	BY	REV	REVISION
7/10/2017	RB	1	ADD DROP INLET

DANNENBAUM
 ENGINEERING COMPANY - AUSTIN, LLC
 T.B.P.E. FIRM REGISTRATION #8995
 3409 EXECUTIVE CENTER DR., STE 129 AUSTIN, TX 78731 (512) 345-8505

WILLIAMSON COUNTY
 © 2015 BY WILLIAMSON COUNTY, TEXAS. ALL RIGHTS RESERVED.

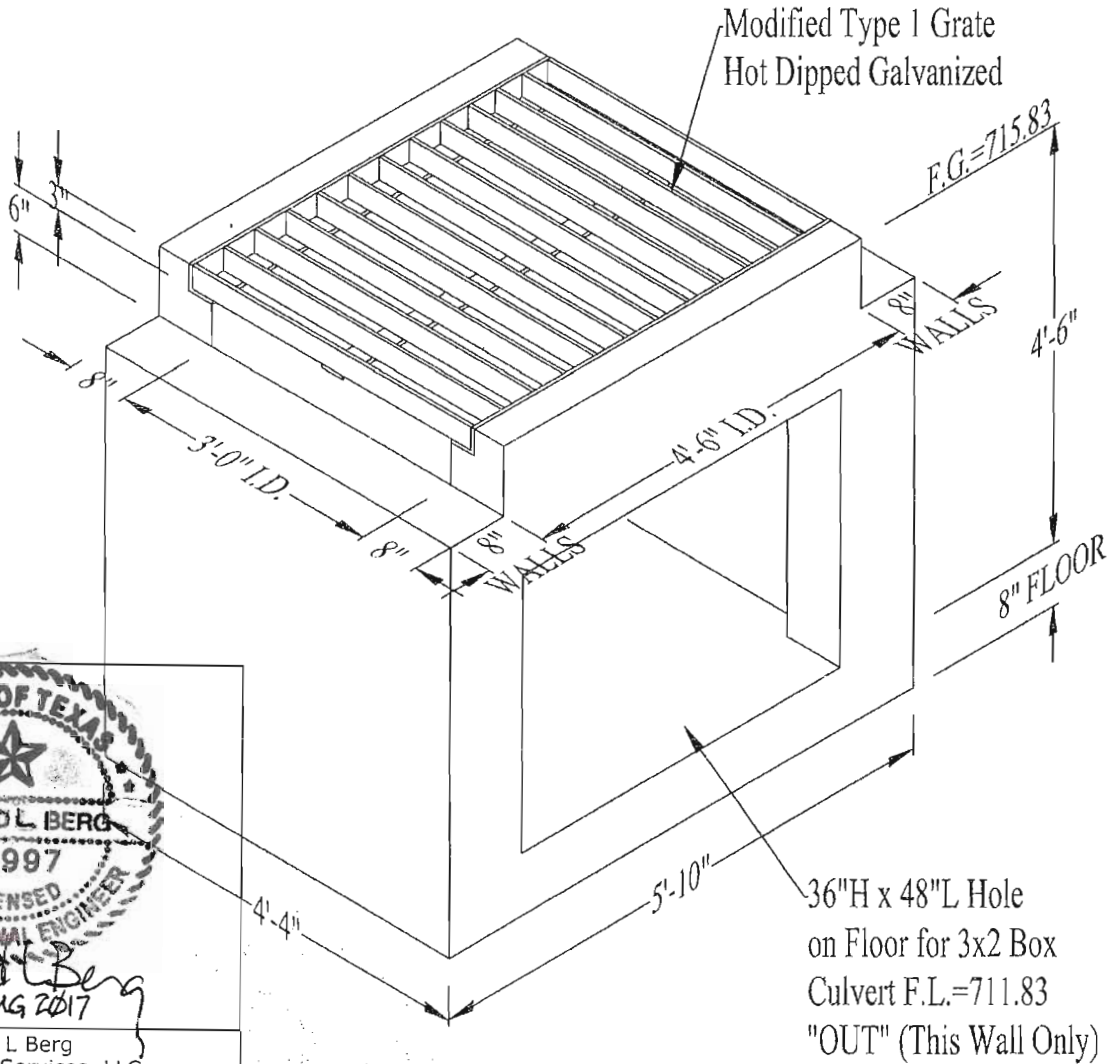
**CR 110 SOUTH
 CULVERT
 CROSS
 SECTIONS**

SCALE: HORIZONTAL 1"=10'
 VERTICAL 1"=10'

SHEET 2 OF 3

DESIGNED:	RB		
DRAWN:	RB		
CHECKED:	GV		
STATE	COUNTY	PRECINCT	SHEET NO.
TEXAS	WILLIAMSON	4	154

3'-0" x 4'-6" x 4'-6" I.D.
 Modified TxDOT Type 1 Drop Inlet
 (Techline~CR 110 South)



Ronald L Berg
 Engineering Services, LLC
 Texas Registered Firm F-1507

GENERAL NOTES:

- All concrete to have 28 day compressive strength of 5,000psi.
- Reinforcing steel shall comply with ASTM A615 Grade 60.
- Bar bending and placement shall comply with latest ACI standards.
- Design based on AASHTO HS 20-44 loading.



CAPITAL PRECAST, INC.

6905 SOUTH OLD BASTROP HWY
 SAN MARCOS, TEXAS 78666
 PH. (830) 606-6200

FOR 3' x 4'-6" x 4'-6" Modified TxDOT Ty 1 Drop Inlet

JOB Techline ~ CR 110 South (17-17894)

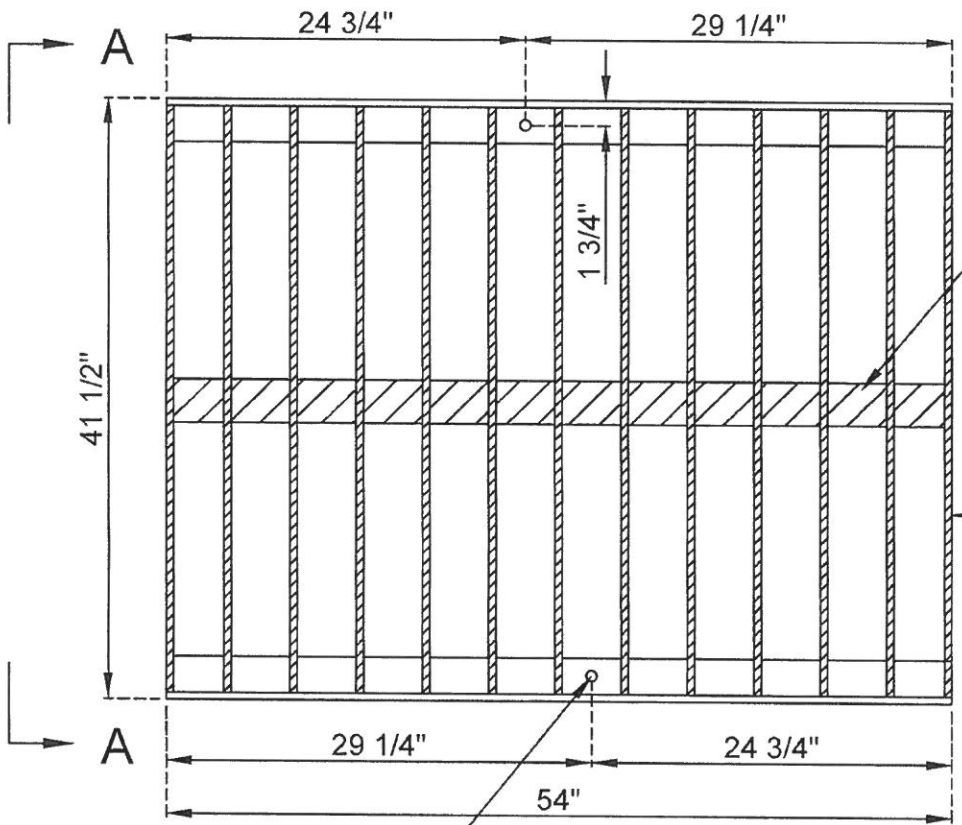
DRAWN: DK DATE 07/25/17 Rev. No. SHEET

1 OF 1
 FILE: Removable Disk(C:)/ModifiedTxDOT Type 1 Drop Inlet Glenn.dwg

TYPE I Grate
 MODIFIED
 41 1/2" x 54" O.D.
 Tx. D.O.T.

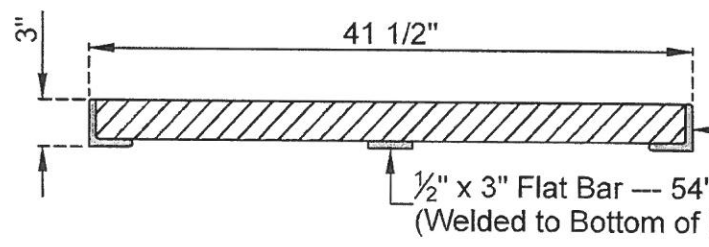
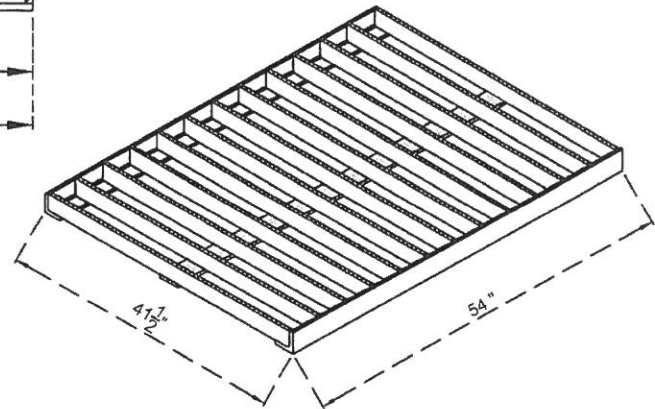
Note:
 1. ASTM A-36
 Steel Construction
 2. Hot Dip Galvanized
 (ASTM A 123/A)

Galvanized Steel Grate
 Type I Grate Modified (41 1/2" x 54" O.D.)
 K&B Steel
 E-Mail: kbsteel@vcomnet.com
 525 Industrial Blvd. Clarksville, Texas 75426
 Phone: (903) 427-3980 FAX: (903) 427-5817



1/2" x 3" Flat Bar --- 54" Long
 (Welded to Bottom of Bearing Bar)

(13) 1/2" x 2 1/2" Bearing Bars
 (Equally Spaced)



3" x 3" x 1/2" Angle --- 54" Long

1/2" x 3" Flat Bar --- 54" Long
 (Welded to Bottom of Bearing Bars)



Change Proposal Pricing Sheet

County Road 110 South
 Chasco Project No: 16169
 Engineer Project No: 4862
 17 August 2017

Chasco CP No: 06 - DROP INLET AT STRUCTURE 4
 Arch. PR No: na

Prepared by: Kellin Neiman/acr

Description: Drop inlet

ITEM	Cost code	DESCRIPTION	Qty	Unit	LABOR		MATERIALS		SUBCONTRACT		
					UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL	TOTAL
		LABOR & EQUIPMENT	1	LS	0.00	\$0	0.00	\$0	500.00	\$500	\$500
		PRECAST INLET - TECHLINE	1	EA	0.00	\$0	4700.00	\$4,700	0.00	\$0	\$4,700
		RIP RAP APRON	1	LS	0.00	\$0	0.00	\$0	960.00	\$960	\$960
		BEDDING	1	LS	0.00	\$0	216.00	\$216	0.00	\$0	\$216
		SPOILS REMOVAL	1	LS	0.00	\$0	0.00	\$0	146.00	\$146	\$146
		SUBTOTALS				\$0	0.00	\$4,916	0.00	\$1,606	\$6,522

Further description:

Overhead & Profit	15.00%	\$978
Sales Tax Materials (only)	0.00%	\$0
Total		\$7,500



Quoted by: Rees Winstead
rw@techlinepipe.com
512.468.1243

Techline Pipe, L.P.
2259 Innovation Blvd.
Hutto, TX 78634
www.techlinepipe.com

PROJECT: CR110 CHASCO CUSTOM INLET
JURIS:
BID DATE:
ADDENDA:
SUBMITTED: 8.17.17

Quantities and sizes represented in this quote are based on Techline Pipe's interpretation of the plans. Contractor is responsible for verifying final quantities and sizes. All pricing is FOB Jobsite. The price of PVC Pipe and steel casing is subject to change based on the market price in effect at time of shipment. Other pricing firm for 30 days from date the quote is submitted to customer unless otherwise expressly written. For complete terms and conditions please see <http://www.techlinepipe.com/disclaimer.htm>

	<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT</u>	<u>PRICE</u>	<u>EXT PRICE</u>
1	3' X 4.5' X 4.5' CUSTOM DROP INTLET, MOD GRATE	1	EA	4696.33	4696.33

END OF QUOTE



Change Proposal Unit Cost Pricing Sheet

County Project No: 1604-075 CR110S

Chasco Project No: 16169

Engineer Project No: 4862

Chasco CP No: 06 - DROP INLET AT STRUCTURE 4

03 August 2017

Owner PR No: _____

Description: DELETE WINGWALL AND USE DROP INLET AT STRUCTURE 4

BASED ON DOCUMENTS: RFI 18 DATED 7/10/17, SHEET 154 DATED 7/10/17, TYPICAL DETAIL SHEET FOR TY 1 DROP INLET

BID ITEM NO	TECH SPEC	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
53	466-6179	WINGWALL (PW - 1) (HW=4 FT)	-1	EA	\$4,950.00	(\$4,950.00)
		TOTAL				(\$4,950.00)

CHANGE ORDER - NEW ITEMS

CP 6		DROP INLET	1	EA	\$7,500.00	\$7,500.00
		TOTAL				\$7,500.00

TOTAL \$2,550.00

TIME EXTENSION REQUEST:



Change Proposal Unit Cost Pricing Sheet

County Project No: 1604-075 CR110S

Chasco Project No: 16169

Engineer Project No: 4862

Chasco CP No: 04 - REVISIONS TO WATER LINE CROSSING UNDER GAS LINE

Owner PR No: _____

Description: DELETE 24" HDPE CASING AND USE 24" STEEL CASING, TIE-IN STRAIGHT AS SHOWN ON PLAN SHEET 21 DATED 5/5/17 (SHORTENED LENGTH OF 16" PVC FROM ORIGINAL PLAN

BASED ON DOCUMENTS: RFI #6 PLAN SHEET 21 DATED 5/5/17

BID ITEM NO	TECH SPEC	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
142	J101-1	16" C-905, DR-18 PVC PIPE; W/ TRACER WIRE; INSTALLED	-40	LF	\$68.00	(\$2,720.00)
148	J101-7	24" STEEL ENC. PIPE, BORED WITH 16" C-905, DR-18 RJ CARRIER PIPE; INSTALLED	50	LF	\$570.00	\$28,500.00
149	J101-8	24" HDPE DUAL WALL ENC. PIPE; BORED WITH 16" C-905, DR-18 RJ CARRIER PIPE; INSTALLED	-50	LF	\$525.00	(\$26,250.00)
181	J101-40	TRENCH SAFETY	-40	LF	\$1.00	(\$40.00)
		TOTAL				(\$510.00)



Change Proposal Unit Cost Pricing Sheet

County Project No: 1604-075 CR110S

Chasco Project No: 16169

Engineer Project No: 4862

Chasco CP No: 05 - ADD 2" WATER CONNECTION AT STATION 106

Owner PR No: _____

Description: INSTALL 2" WATER CONNECTION AT STATION 106+

BASED ON DOCUMENTS: JONAH WATER PLAN SHEET 19

BID ITEM NO	TECH SPEC	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
163	J101-22	CONNECT EXISTING 2" TO NEW 8"; INSTALLED	1	EA	\$800.00	\$800.00
		TOTAL				\$800.00

Commissioners Court - Regular Session

36.

Meeting Date: 09/19/2017

1706-168 Inner Loop Improvements Notice of Intent

Submitted By: Dawn Haggard, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take any appropriate action regarding the Notice of Intent (NOI) for Stormwater Discharges associated with Construction Activity under TPDES General Permit (TXR150000) for Inner Loop Improvements, a Road Bon Project in Commissioner Pct.4.

Background

Williamson County must submit a a NOI to ontain coverage under TPDES General Permit (TXR 150000) , as required by the Texas Commission on Environmental Quality (TCEQ) before commencing site disturbing activities on any construction project that will disturb more than five (5) acres of land.

Fiscal Impact

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

Attachments

Inner Loop Improvements Notice of Intent

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Dawn Haggard

Final Approval Date: 09/14/2017

Reviewed By

Wendy Coco

Date

09/14/2017 08:04 AM

Started On: 09/13/2017 09:44 AM



TCEQ Notice of Intent (NOI) for Stormwater Discharges Associated with Construction Activity under TPDES General Permit (TXR150000)

IMPORTANT:

- Use the [INSTRUCTIONS](#) to fill out each question in this form.
- Use the [CHECKLIST](#) to make certain you filled out all required information. Incomplete applications **WILL** delay approval or result in denial.
- Once processed your permit can be viewed at: <http://www.tceq.texas.gov/goto/wq-dpa>

ePERMITS: Sign up now for online NOI: <https://www3.tceq.texas.gov/steers/>
 Pay a \$225 reduced application fee by using ePermits.

APPLICATION FEE:

- You must pay the **\$325** Application Fee to TCEQ for the paper application to be complete.
- Payment and NOI must be mailed to separate addresses.
- Did you know you can pay on line?
 - Go to <http://www.tceq.texas.gov/goto/epay>
 - Select Fee Type: GENERAL PERMIT CONSTRUCTION STORM WATER DISCHARGE NOI APPLICATION

• **Provide your payment information below, for verification of payment:**

Mailed Check/Money Order Number: _____
 Name Printed on Check: _____
 Copy of check enclosed? Yes

EPAY Voucher Number: _____
 Is the Payment Voucher copy attached? Yes

RENEWAL: Is this NOI a Renewal of an existing General Permit Authorization? (Note: A permit cannot be renewed after June 3, 2013.)

Yes The Permit number is: TXR15_____ **(If a permit number is not provided, a new number will be assigned.)**
 No

1) OPERATOR (Applicant)

a) If the applicant is currently a customer with TCEQ, what is the Customer Number (CN) issued to this entity? You may search for your CN at: <http://www.tceq.texas.gov/goto/cr-customer>

CN_____

b) What is the Legal Name of the entity (applicant) applying for this permit?

(The legal name must be spelled exactly as filed with the Texas Secretary of State, County, or in the legal document forming the entity.)

c) What is the contact information for the Operator (Responsible Authority)? The mailing address must be recognized by the US Postal Service (USPS). You may verify the address at: <https://tools.usps.com/go/ZipLookupAction!input.action>

Prefix (Mr. Ms. Miss): _____
First/Last Name: _____ Suffix: _____
Title: _____ Credential: _____
Phone Number: _____ Ext: _____ Fax Number: _____
E-mail: _____
Mailing Address: _____
Internal Routing (Mail Code, Etc.): _____
City: _____ State: _____ ZIP Code: _____
If outside USA:
Territory: _____ Country Code: _____ Postal Code: _____

d) Indicate the type of Customer (The instructions will help determine your customer type):

Individual	Limited Partnership	Sole Proprietorship-DBA
Joint Venture	General Partnership	Corporation
Trust	Estate	Federal Government
State Government	County Government	City Government
Other Government		

e) Independent Operator? (If governmental entity, subsidiary, or part of a larger corporation, check "No".)

Yes No

f) Number of Employees:

0-20; 21-100; 101-250; 251-500; or 501 or higher

g) Customer Business Tax and Filing Numbers:

(REQUIRED for Corporations and Limited Partnerships. Not Required for Individuals, Government, or Sole Proprietors)

State Franchise Tax ID Number: _____

Federal Tax ID: _____

Texas Secretary of State Charter (filing) Number: _____

DUNS Number (if known): _____

2) APPLICATION CONTACT

If TCEQ needs additional information regarding this application, who should be contacted?

Is the application contact the same as the applicant identified above?

Yes, go to Section 3).

No, complete section below

Prefix (Mr. Ms. Miss): _____
 First/Last Name: _____ Suffix: _____
 Title: _____ Credential: _____
 Organization Name: _____
 Phone Number: _____ Ext: _____ Fax Number: _____
 E-mail: _____
 Mailing Address: _____
 Internal Routing (Mail Code, Etc.): _____
 City: _____ State: _____ ZIP Code: _____
 Mailing Information if outside USA:
 Territory: _____ Country Code: _____ Postal Code: _____

3) REGULATED ENTITY (RE) INFORMATION ON PROJECT OR SITE

If the site of your business is part of a larger business site or if other businesses were located at this site before yours, a Regulated Entity Number (RN) may already be assigned for the larger site. Use the RN assigned for the larger site. Search TCEQ's Central Registry to see if the larger site may already be registered as a regulated site at:

<http://www.tceq.texas.gov/goto/cr-searchrn>

If the site is found, provide the assigned Regulated Entity Reference Number and provide the information for the site to be authorized through this application below. The site information for this authorization may vary from the larger site information.

a) TCEQ issued RE Reference Number (RN): RN _____

b) Name of project or site (the name known by the community where located):

c) In your own words, briefly describe the primary business of the Regulated Entity: (Do not repeat the SIC and NAICS code):

d) County (or counties if > 1)

e) Latitude: _____ Longitude: _____

f) Does the site have a physical address?

Yes, complete Section A for a physical address.

No, complete section B for site location information.

Section A: Enter the physical address for the site.

Verify the address with USPS. If the address is not recognized as a delivery address, provide the address as identified for overnight mail delivery, 911 emergency or other online map tools to confirm an address.

Physical Address of Project or Site:

Street Number: _____ Street Name: _____
 City: _____ State: _____ ZIP Code: _____

Section B: Enter the site location information.

If no physical address (Street Number & Street Name), provide a written location access description to the site. (Example: located 2 miles west from intersection of Hwy 290 & IH35 accessible on Hwy 290 South)

City where the site is located or, if not in a city, what is the nearest city:

State: _____ ZIP Code where the site is located: _____

4) GENERAL CHARACTERISTICS

a) Is the project/site located on Indian Country Lands?

Yes - If the answer is Yes, you must obtain authorization through EPA, Region 6.

No

b) Is your construction activity associated with a facility that, when completed, would be associated with the exploration, development, or production of oil or gas or geothermal resources?

Yes - If the answer is Yes, you may be under jurisdiction of the Railroad Commission of Texas and may need to obtain authorization through EPA, Region 6.

No

c) What is the Primary Standard Industrial Classification (SIC) Code that best describes the construction activity being conducted at the site?

Primary SIC Code: _____

d) If applicable, what is the Secondary SIC Code(s): _____

e) What is the total number of acres disturbed? _____

f) Is the project site part of a larger common plan of development or sale?

Yes - If the answer is Yes, the total number of acres disturbed can be less than 5 acres.

No - If the answer is No, the total number of acres disturbed must be 5 or more. If the total number of acres disturbed is less than 5 then the project site does not qualify for coverage through this Notice of Intent. Coverage will be denied. See the requirements in the general permit for small construction sites.

g) What is the name of the first water body(s) to receive the stormwater runoff or potential runoff from the site?

h) What is the segment number(s) of the classified water body(s) that the discharge will eventually reach?

i) Is the discharge into an MS4?

Yes - If the answer is Yes, provide the name of the MS4 operator below.

Note: The general permit requires you to send a copy of the NOI to the MS4 operator.

No

j) Are any of the surface water bodies receiving discharges from the construction site on the latest EPA-approved CWA 303(d) List of impaired waters?

Yes - If the answer is Yes, provide the name(s) of the impaired water body(s) below.

No

k) Is the discharge or potential discharge within the Recharge Zone, Contributing Zone, or Contributing Zone within the Transition Zone of the Edwards Aquifer as defined in 30 TAC Chapter 213?

Yes - If the answer is Yes, complete certification below by checking "Yes."

No

I certify that a copy of the TCEQ approved Plan required by the Edwards Aquifer Rule (30 TAC Chapter 213) is either included or referenced in the Stormwater Pollution Prevention Plan.

Yes

5) CERTIFICATION

Check Yes to the certifications below. Failure to indicate Yes to **ALL** items may result in denial of coverage under the general permit.

- a) I certify that I have obtained a copy and understand the terms and conditions of the Construction General Permit (TXR150000). Yes
- b) I certify that the full legal name of the entity applying for this permit has been provided and is legally authorized to do business in Texas. Yes
- c) I understand that a Notice of Termination (NOT) must be submitted when this authorization is no longer needed. Yes
- d) I certify that a Stormwater Pollution Prevention Plan has been developed, will be implemented prior to construction and to the best of my knowledge and belief is compliant with any applicable local sediment and erosion control plans, as required in the general permit TXR150000. Note: For multiple operators who operate under a shared SWP3, the confirmation of an operator may be limited to its obligations under the SWP3 provided all obligations are confirmed by at least one operator. Yes

Operator Certification:

I, _____
Typed or printed name Title

certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

I further certify that I am authorized under **30 Texas Administrative Code §305.44** to sign and submit this document, and can provide documentation in proof of such authorization upon request.

Signature: _____ Date: _____
(Use blue ink)

NOTICE OF INTENT CHECKLIST (TXR150000)

- Did you complete everything? Use this checklist to be sure!
- Are you ready to mail your form to TCEQ? Go to the General Information Section of the Instructions for mailing addresses.

This checklist is for use by the operator to ensure a complete application. Missing information may result in denial of coverage under the general permit. (See NOI process description in the Instructions)

Application Fee:

If paying by Check:

Check was mailed **separately** to the TCEQs Cashier's Office. (See Instructions for Cashier's address and Application address.)

Check number and name on check is provided in this application.

If using ePay:

The voucher number is provided in this application or a copy of the voucher is attached.

PERMIT NUMBER:

Permit number provided – if this application is for renewal of an existing authorization.

OPERATOR INFORMATION - Confirm each item is complete:

Customer Number (CN) issued by TCEQ Central Registry

Legal name as filed to do business in Texas (Call TX SOS 512/463-5555)

Name and title of responsible authority signing the application

Mailing address is complete & verifiable with USPS. www.usps.com

Phone numbers/e-mail address

Type of operator (entity type)

Independent operator

Number of employees

For corporations or limited partnerships – Tax ID and SOS filing numbers

Application contact and address is complete & verifiable with USPS. <http://www.usps.com>

REGULATED ENTITY (RE) INFORMATION ON PROJECT OR SITE - Confirm each item is complete:

Regulated Entity Reference Number (RN) (if site is already regulated by TCEQ)

Site/project name/regulated entity

Latitude and longitude <http://www.tceq.texas.gov/gis/sqmaview.html>

County

Site/project physical address. Do not use a rural route or post office box.

Business description

GENERAL CHARACTERISTICS - Confirm each item is complete:

Indian Country Lands –the facility is not on Indian Country Lands

Construction activity related to facility associated to oil, gas, or geothermal resources

Standard Industrial Classification (SIC) Code www.osha.gov/oshstats/sicsr.html

Acres disturbed is provided and qualifies for coverage through a NOI

Common plan of development or sale

Receiving water body(s)

Segment number(s)

Impaired water body(s)

MS4 operator

Edwards Aquifer rule

CERTIFICATION

Certification statements have been checked indicating “Yes”

Signature meets 30 Texas Administrative Code (TAC) 305.44 and is original.

Notice of Intent (NOI) for Stormwater Discharges Associated with Construction Activity under TPDES General Permit (TXR150000)

General Information and Instructions

GENERAL INFORMATION

Where to Send the Notice of Intent (NOI):

BY REGULAR U.S. MAIL

Texas Commission on Environmental Quality
Stormwater Processing Center (MC-228)
P.O. Box 13087
Austin, Texas 78711-3087

BY OVERNIGHT/EXPRESS MAIL

Texas Commission on Environmental Quality
Stormwater Processing Center (MC-228)
12100 Park 35 Circle
Austin, TX 78753

TCEQ Contact List:

Application – status and form questions:	512/239-3700, swpermit@tceq.texas.gov
Technical questions:	512/239-4671, swgp@tceq.texas.gov
Environmental Law Division:	512/239-0600
Records Management - obtain copies of forms:	512/239-0900
Reports from databases (as available):	512/239-DATA (3282)
Cashier's office:	512/239-0357 or 512/239-0187

Notice of Intent Process:

When your NOI is received by the program, the form will be processed as follows:

- 1) **Administrative Review:** Each item on the form will be reviewed for a complete response. In addition, the operator's legal name must be verified with Texas Secretary of State as valid and active (if applicable). The address(s) on the form must be verified with the US Postal service as receiving regular mail delivery. Never give an overnight/express mailing address.
- 2) **Notice of Deficiency:** If an item is incomplete or not verifiable as indicated above, a notice of deficiency (NOD) will be mailed to the operator. The operator will have 30 days to respond to the NOD. The response will be reviewed for completeness.
- 3) **Acknowledgment of Coverage:** An Acknowledgment Certificate will be mailed to the operator. This certificate acknowledges coverage under the general permit.
-OR-
Denial of Coverage: If the operator fails to respond to the NOD or the response is inadequate, coverage under the general permit may be denied. If coverage is denied, the operator will be notified.

General Permit (Your Permit)

For NOIs submitted **electronically** through ePermits, provisional coverage under the general permit begins immediately following confirmation of receipt of the NOI form by the TCEQ.

For **paper** NOIs, provisional coverage under the general permit begins **7 days after a completed NOI is postmarked for delivery** to the TCEQ.

You should have a copy of your general permit when submitting your application. You may view and print your permit for which you are seeking coverage, on the TCEQ web site <http://www.tceq.texas.gov>. Search using key word TXR150000.

General Permit Forms

The Notice of Intent (NOI), Notice of Termination (NOT), and Notice of Change (NOC) (including instructions) are available in Adobe Acrobat PDF format on the TCEQ web site <http://www.tceq.texas.gov>.

Change in Operator

An authorization under the general permit is not transferable. If the operator of the regulated entity changes, the present permittee must submit a Notice of Termination and the new operator must submit a Notice of Intent. The NOT and NOI must be submitted no later than 10 days prior to the change in Operator status.

TCEQ Central Registry Core Data Form

The Core Data Form has been incorporated into this form. Do not send a Core Data Form to TCEQ. After final acknowledgment of coverage under the general permit, the program will assign a Customer Number and Regulated Entity Number.

You can find the information on the Central Registry web site at <http://www15.tceq.texas.gov/crpub/>. You can search by the Regulated Entity (RN), Customer Number (CN) or Name (Permittee), or by your permit number under the search field labeled "Program ID". Capitalize all letters in the permit number.

The Customer (Permittee) is responsible for providing consistent information to the TCEQ, and for updating all CN and RN data for all authorizations as changes occur. For General Permits, a Notice of Change form must be submitted to the program area.

Fees associated with a General Permit

Payment of the fee may be made by check or money order, payable to TCEQ, or through EPAY (electronic payment through the web).

Application Fee: This fee is required to be paid at the time the NOI is submitted. Failure to submit payment at the time the application is filed will cause delays in acknowledgment or denial of coverage under the general permit.

Mailed Payments:

Payment must be mailed under separate cover at one of the addresses below using the attached Application Fee submittal form. (DO NOT SEND A COPY OF THE NOI WITH THE APPLICATION FEE SUBMITTAL FORM)

BY REGULAR U.S. MAIL
Texas Commission on Environmental Quality
Financial Administration Division
Cashier's Office, MC-214
P.O. Box 13088
Austin, Texas 78711-3088

BY OVERNIGHT/EXPRESS MAIL
Texas Commission on Environmental Quality
Financial Administration Division
Cashier's Office, MC-214
12100 Park 35 Circle
Austin, TX 78753

ePAY Electronic Payment: <http://www.tceq.texas.gov/epay>

When making the payment you must select Water Quality, and then select the fee category "General Permit Construction Storm Water Discharge NOI Application". You must include a copy of the payment voucher with your NOI. Your NOI will not be considered complete without the payment voucher.

INSTRUCTIONS FOR FILLING OUT THE NOI FORM

Renewal of General Permit. Dischargers holding active authorizations under the expired General Permit are required to submit a NOI to continue coverage. The existing permit number is required. If the permit number is not provided or has been terminated, expired, or denied a new permit number will be issued.

1. Operator (Applicant)

a) Enter assigned Customer Number (CN)

TCEQ's Central Registry will assign each customer a number that begins with CN, followed by nine digits. **This is not a permit number, registration number, or license number.** If this customer has not been assigned a CN, leave the space for the CN blank. If this customer has already been assigned this number, enter the permittee's CN.

b) Legal Name

Provide the current legal name of the permittee, as authorized to do business in Texas. The name must be provided exactly as filed with the Texas Secretary of State (SOS), or on other legal documents forming the entity, that is filed in the county where doing business. You may contact the SOS at 512/463-5555, for more information related to filing in Texas. If filed in the county where doing business, provide a copy of the legal documents showing the legal name.

c) Operator Contact's (Responsible Authority) Contact Information and Mailing Address

Provide the first and last name, and the title of the person signing the Certification section of the application. This person must be an individual having signatory authority in accordance with 30 TAC Chapter §305.44. This person is also referred to as the Responsible Authority.

Provide a complete mailing address for receiving mail from the TCEQ. The address must be verifiable with the US Postal Service at <https://tools.usps.com/go/ZipLookupAction!input.action> for regular mail delivery (not overnight express mail). If you find that the address is not verifiable using the USPS web search, please indicate the address is used by the USPS for regular mail delivery.

The area code and phone number should provide contact to the operator. Leave Extension blank if not applicable.

The fax number and e-mail address are optional and should correspond to the operator.

d) Type of Customer (Entity Type)

Check only one box that identifies the type of entity. Use the descriptions below to identify the appropriate entity type. Note that the selected entity type also indicates the name that must be provided as an applicant for a permit, registration or authorization.

Sole Proprietorship – DBA

A sole proprietorship is a customer that is owned by only one person and has not been incorporated. This business may:

- be under the person's name
- have its own name (doing business as or d.b.a.)
- have any number of employees

If the customer is a Sole Proprietorship or DBA, the 'legal name' of the individual business 'owner' must be provided. The DBA name is not recognized as the 'legal name' of the entity. The DBA name may be used for the site name (regulated entity).

Individual

An individual is a customer who has not established a business, but conducts an activity that needs to be regulated by the TCEQ.

Partnership

- A customer that is established as a partnership as defined by the Texas Secretary of State Office (TX SOS). A Limited Partnership or Limited Liability Partnership (Partnership) is required to file with the Texas Secretary of State. A General Partnership or Joint Venture is not required to register with the state.
- **Partnership (Limited Partnership or Limited Liability Partnership):** A limited partnership is defined in the Act as a partnership formed by two or more persons under the provisions of Section 3 of the Uniform Limited Partnership Act (Art. 6132a, Revised Civil Statutes of Texas) and having as members one or more general partners and one or more limited partners. The limited partners as such are not bound by the obligations of the partnership. Limited partners may not take part in the day-to-day operations of the business. A Limited Partnership must file with the Texas Secretary of State. A registered limited liability partnership is a general or limited partnership that is registered with the Texas Secretary of State. The partnership's name must contain the words "Registered Limited Liability Partnership" or the abbreviation "L.L.P." as the last words or letters of its name.
- **General Partnership:** A general partner may or may not invest, participates in running the partnership and is liable for all acts and debts of the partnership and any member of it. A General Partnership does not have limited partners. For a General Partnership, there is no registration with the state or even written agreement necessary for a general partnership to be formed. The legal definition of a partnership is generally stated as "an association of two or more persons to carry on as co-owners a business for profit" (Revised Uniform Partnership Act § 101 [1994]).
- **Joint Venture:** A joint venture is but another name for a special partnership. It might be distinguished from a general partnership in that the latter is formed for the transaction of a general business, while a joint venture is usually limited to a single transaction. That is, a joint venture is a special combination of persons in the nature of a partnership engaged in the joint prosecution of a particular transaction for mutual benefit or profit.

Corporation

A customer meets all of these conditions:

- is a legally incorporated entity under the laws of any state or country
- is recognized as a corporation by the Texas Secretary of State
- has proper operating authority to operate in Texas.
- The corporation's 'legal name' as filed with the Texas Secretary of State must be provided as applicant. An 'assumed' name of a corporation is not recognized as the 'legal name' of the entity.

Government

Federal, state, county, or city government (as appropriate)

The customer is either an agency of one of these levels of government or the governmental body itself. The government agency's 'legal name' must be provided as the

applicant. A department name or other description of the organization should not be included as a part of the 'legal name' as applicant.

Trust or Estate

A trust and an estate are fiduciary relationships governing the trustee/executor with respect to the trust/estate property.

Other Government

A utility district, water district, tribal government, college district, council of governments, or river authority. Write in the specific type of government.

e) Independent Entity

Check No if this customer is a subsidiary, part of a larger company, or is a governmental entity. Otherwise, check Yes.

f) Number of Employees

Check one box to show the number of employees for this customer's entire company, at all locations. This is not necessarily the number of employees at the site named in the application.

g) Customer Business Tax and Filing Numbers

These are required for Corporations and Limited Partnerships. These are not required for Individuals, Government, and Sole Proprietors.

State Franchise Tax ID Number

Corporations and limited liability companies that operate in Texas are issued a franchise tax identification number. If this customer is a corporation or limited liability company, enter this number here.

Federal Tax ID

All businesses, except for some small sole proprietors, individuals, or general partnerships should have a federal taxpayer identification number (TIN). Enter this number here. Use no prefixes, dashes, or hyphens. Sole proprietors, individuals, or general partnerships do not need to provide a federal tax ID.

TX SOS Charter (filing) Number

Corporations and Limited Partnerships required to register with the Texas Secretary of State are issued a charter or filing number. You may obtain further information by calling SOS at 512/463-5555.

DUNS Number

Most businesses have a DUNS (Data Universal Numbering System) number issued by Dun and Bradstreet Corp. If this customer has one, enter it here.

2. APPLICATION CONTACT

Provide the name, title and communication information of the person that TCEQ can contact for additional information regarding this application.

3. REGULATED ENTITY (RE) INFORMATION ON PROJECT OR SITE

a) Regulated Entity Reference Number (RN)

A number issued by TCEQ's Central Registry to sites (a location where a regulated activity occurs) regulated by TCEQ. This is not a permit number, registration number, or license number. If this regulated entity has not been assigned an RN, leave this space blank.

If the site of your business is part of a larger business site, a Regulated Entity Number (RN) may already be assigned for the larger site. Use the RN assigned for the larger site. Search TCEQ's Central Registry to see if the larger site may already be registered as a regulated site at: <http://www.tceq.texas.gov/goto/cr-searchrn>

If the site is found, provide the assigned Regulated Entity Reference Number (RN) and provide the information for the site to be authorized through this application. The site information for this authorization may vary from the larger site information.

An example is a chemical plant where a unit is owned or operated by a separate corporation that is accessible by the same physical address of your unit or facility. Other examples include industrial parks identified by one common address but different corporations have control of defined areas within the site. In both cases, an RN would be assigned for the physical address location and the permitted sites would be identified separately under the same RN.

b) Site/Project Name/Regulated Entity

Provide the name of the site as known by the public in the area where the site is located. The name you provide on this application will be used in the TCEQ Central Registry as the Regulated Entity name.

c) Description of Activity Regulated

In your own words, briefly describe the primary business that you are doing that requires this authorization. Do not repeat the SIC Code description.

d) County

Identify the county or counties in which the regulated entity is located.

e) Latitude and Longitude

Enter the latitude and longitude of the site in degrees, minutes, and seconds or decimal form. For help obtaining the latitude and longitude, go to: <http://www.tceq.texas.gov/gis/sqmvview.html> or <http://nationalmap.gov/ustopo>

f) Site/Project (RE) Physical Address/Location Information

Enter the complete address for the site in Section A if the address can be validated through the US Postal Service. If the physical address is not recognized as a USPS delivery address, you may need to validate the address with your local police (911 service) or through an online map site used to locate a site. Please confirm this to be a complete and valid address. Do not use a rural route or post office box for a site location.

If a site does not have an address that includes a street (or house) number and street name, enter NO ADDRESS for the street name in Section A. In Section B provide a complete written location description. For example: "The site is located 2 miles west from intersection of Hwy 290 & IH35, located on the southwest corner of the Hwy 290 South bound lane." Provide the city (or nearest city) and zip code of the facility location.

4. GENERAL CHARACTERISTICS

a) Indian Country Lands

If your site is located on Indian Country Lands, the TCEQ does not have authority to process your application. You must obtain authorization through EPA, Region 6, Dallas. Do not submit this form to TCEQ.

b) Construction activity associated with facility associated with exploration, development, or production of oil, gas, or geothermal resources

If your activity is associated with oil and gas exploration, development, or production, you may be under jurisdiction of the Railroad Commission of Texas and may need to obtain authorization from EPA Region 6. For more information, see:

[http://texreg.sos.state.tx.us/public/readtac\\$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=16&pt=1&ch=3&rl=30](http://texreg.sos.state.tx.us/public/readtac$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=16&pt=1&ch=3&rl=30)

Construction activities associated with a facility related to oil, gas or geothermal resources may include the construction of a well site; treatment or storage facility; underground hydrocarbon or natural gas storage facility; reclamation plant; gas processing facility; compressor station; terminal facility where crude oil is stored prior to refining and at which refined products are stored solely for use at the facility; a carbon dioxide geologic storage facility; and a gathering, transmission, or distribution pipeline that will transport crude oil or natural gas, including natural gas liquids, prior to refining of such oil or the use of the natural gas in any manufacturing process or as a residential or industrial fuel.

Where required by federal law, discharges of stormwater associated with construction activities under the Railroad Commission's jurisdiction must be authorized by the EPA and the Railroad Commission of Texas, as applicable. Activities under Railroad Commission of Texas jurisdiction include construction of a facility that, when completed, would be associated with the exploration, development, or production of oil or gas or geothermal resources, such as a well site; treatment or storage facility; underground hydrocarbon or natural gas storage facility; reclamation plant; gas processing facility; compressor station; terminal facility where crude oil is stored prior to refining and at which refined products are stored solely for use at the facility; a carbon dioxide geologic storage facility under the jurisdiction of the Railroad Commission of Texas; and a gathering, transmission, or distribution pipeline that will transport crude oil or natural gas, including natural gas liquids, prior to refining of such oil or the use of the natural gas in any manufacturing process or as a residential or industrial fuel. The Railroad Commission of Texas also has jurisdiction over stormwater from land disturbance associated with a site survey that is conducted prior to construction of a facility that would be regulated by the Railroad Commission of Texas. Under 33 U.S.C. §1342(l)(2) and §1362(24), EPA cannot require a permit for discharges of stormwater from "field activities or operations associated with {oil and gas} exploration, production, processing, or treatment operations, or transmission facilities, including activities necessary to prepare a site for drilling and for the movement and placement of drilling equipment, whether or not such field activities or operations may be considered to be construction activities" unless the discharge is contaminated by contact with any overburden, raw material, intermediate product, finished product, byproduct, or waste product located on the site of the facility. Under §3.8 of this title (relating to Water Protection), the Railroad Commission of Texas prohibits operators from causing or allowing pollution of surface or subsurface water. Operators are encouraged to implement and maintain best management practices (BMPs) to minimize discharges of pollutants, including sediment, in stormwater during construction activities to help ensure protection of surface water quality during storm events.

c) Primary Standard Industrial Classification (SIC) Code

Provide the SIC Code that best describes the construction activity being conducted at this site.

Common SIC Codes related to construction activities include:

- 1521 - Construction of Single Family Homes
- 1522 - Construction of Residential Bldgs. Other than Single Family Homes
- 1541 - Construction of Industrial Bldgs. and Warehouses

- 1542 - Construction of Non-residential Bldgs, other than Industrial Bldgs. and Warehouses
- 1611 - Highway and Street Construction, except Highway Construction
- 1622 - Bridge, Tunnel, and Elevated Highway Construction
- 1623 - Water, Sewer, Pipeline and Communications, and Power Line Construction

For help with SIC Codes, go to:

<http://www.osha.gov/pls/imis/sicsearch.html>

d) Secondary SIC Code

Secondary SIC Code(s) may be provided. Leave blank if not applicable. For help with SIC Codes, go to: <http://www.osha.gov/pls/imis/sicsearch.html>

e) Total Number of Acres Disturbed

Provide the approximate number of acres that the construction site will disturb. Construction activities that disturb less than one acre, unless they are part of a larger common plan that disturbs more than one acre, do not require permit coverage. Construction activities that disturb between one and five acres, unless they are part of a common plan that disturbs more than five acres, do not require submission of an NOI. Therefore, the estimated area of land disturbed should not be less than five, unless the project is part of a larger common plan that disturbs five or more acres. Disturbed means any clearing, grading, excavating, or other similar activities.

If you have any questions about this item, please contact the stormwater technical staff by phone at (512)239-4671 or by email at swgp@tceq.texas.gov.

f) Common Plan of Development

Construction activities that disturb less than five acres do not require submission of an NOI unless they are part of a common plan of development or for sale where the area disturbed is five or more acres. Therefore, the estimated area of land disturbed should not be less than five, unless the project is part of a larger common plan that disturbs five or more acres. Disturbed means any clearing, grading, excavating, or other similar activities.

For more information on "What is a common plan of development?" go to:

www.tceq.texas.gov/permitting/stormwater/common_plan_of_development_steps.html

For further information, go to the TCEQ stormwater construction webpage at:

www.tceq.texas.gov/goto/construction and search for "Additional Guidance and Quick Links". If you have any further questions about this item, please call the stormwater technical staff at (512)239-4671.

g) Identify the water body(s) receiving stormwater runoff

The stormwater may be discharged directly to a receiving stream or through a MS4 from your site. It eventually reaches a receiving water body such as a local stream or lake, possibly via a drainage ditch. You must provide the name of the water body that receives the discharge from the site (a local stream or lake).

If your site has more than one outfall you need to include the name of the first water body for each outfall, if they are different.

h) Identify the segment number(s) of the classified water body(s)

Identify the classified segment number(s) receiving a discharge directly or indirectly. Go to the following link to find the segment number of the classified water body where stormwater will flow from the site: www.tceq.texas.gov/waterquality/monitoring/viewer.html

You may also find the segment number in TCEQ publication GI-316:

www.tceq.texas.gov/publications/gi/gi-316

If the discharge is into an unclassified receiving water and then crosses state lines prior to entering a classified segment, select the appropriate watershed:

- 0100 (Canadian River Basin)
- 0200 (Red River Basin)
- 0300 (Sulfur River Basin)
- 0400 (Cypress Creek Basin)
- 0500 (Sabine River Basin)

Call the Water Quality Assessments section at (512)239-4671 for further assistance.

i) Discharge into MS4 – Identify the MS4 Operator

The discharge may initially be into a municipal separate storm sewer system (MS4). If the stormwater discharge is into an MS4, provide the name of the entity that operates the MS4 where the stormwater discharges. An MS4 operator is often a city, town, county, or utility district, but possibly can be another form of government. Please note that the Construction General Permit requires the Operator to supply the MS4 with a copy of the NOI submitted to TCEQ. For assistance, you may call the technical staff at (512)239-4671.

j) Surface Water bodies on list of impaired waters – Identify the impaired water body(s)

Indicate Yes or No if any surface water bodies receiving discharges from the construction site are on the latest EPA-approved CWA 303(d) List of impaired waters. Provide the name(s) of surface water bodies receiving discharges or potential discharges from the construction site that are on the latest EPA-approved CWA 303(d) List of impaired waters. The EPA-approved CWA 303(d) List of impaired waters in Texas can be found at:

www.tceq.texas.gov/waterquality/assessment/305_303.html

NOTE: Do not use any "draft" documents.

k) Discharges to the Edwards Aquifer Recharge Zone and Certification

See maps on the TCEQ website to determine if the site is located within the Recharge Zone, Contributing Zone, or Contributing Zone within the Transition Zone of the Edwards Aquifer at: www.tceq.texas.gov/field/eapp/viewer.html

If the discharge or potential discharge is within the Recharge Zone, Contributing Zone, or Contributing Zone within the Transition Zone of the Edwards Aquifer, a site specific authorization approved by the Executive Director under the Edwards Aquifer Protection Program (30 TAC Chapter 213) is required before construction can begin. The certification must be answered "Yes" for coverage under the Construction General Permit. The TCEQ approved plan must be readily available for TCEQ staff to review at the time that the NOI is submitted.

The general permit requires the approved Contributing Zone Plan or Water Pollution Abatement Plan to be included or referenced as a part of the Stormwater Pollution Prevention Plan.

For questions regarding the Edwards Aquifer Protection Program, contact the appropriate TCEQ Regional Office. For projects in Hays, Travis and Williamson Counties: Austin Regional Office, 12100 Park 35 Circle, Austin, TX 78753, 512-339-2929. For Projects in Bexar, Comal, Kinney, Medina and Uvalde Counties: TCEQ San Antonio Regional Office, 14250 Judson Rd., San Antonio, TX 78233-4480, 210-490-3096.

5. CERTIFICATIONS

Failure to indicate **Yes** to ALL of the certification items may result in denial of coverage under the general permit.

a) Certification of Understanding the Terms and Conditions of Construction General Permit (TXR150000)

Provisional coverage under the Construction General Permit (TXR150000) begins 7 days after the completed paper NOI is postmarked for delivery to the TCEQ. (Electronic applications submitted through ePermits have immediate provisional coverage). You must obtain a copy and read the Construction General Permit before submitting your application. You may view and print the Construction General Permit for which you are seeking coverage at the TCEQ web site: www.tceq.texas.gov/goto/construction

b) Certification of Legal Name

The full legal name of the applicant as authorized to do business in Texas is required. The name must be provided exactly as filed with the Texas Secretary of State (SOS), or on other legal documents forming the entity, that is filed in the county where doing business. You may contact the SOS at (512)463 5555, for more information related to filing in Texas.

c) Understanding of Notice of Termination

A permittee shall terminate coverage under this Construction General Permit through the submittal of a NOT when the operator of the facility changes, final stabilization has been reached, the discharge becomes authorized under an individual permit, or the construction activity never began at this site.

d) Certification of Stormwater Pollution Prevention Plan

The SWP3 identifies the areas and activities that could produce contaminated runoff at your site and then tells how you will ensure that this contamination is mitigated. For example, in describing your mitigation measures, your site's plan might identify the devices that collect and filter stormwater, tell how those devices are to be maintained, and tell how frequently that maintenance is to be carried out. You must develop this plan in accordance with the TCEQ general permit requirements. This plan must be developed and implemented before you complete this NOI. The SWP3 must be available for a TCEQ investigator to review on request.

Operator Certification:

The certification must bear an original signature of a person meeting the signatory requirements specified under 30 Texas Administrative Code (TAC) §305.44.

IF YOU ARE A CORPORATION:

The regulation that controls who may sign an NOI or similar form is 30 Texas Administrative Code §305.44(a)(1) (see below). According to this code provision, any corporate representative may sign an NOI or similar form so long as the authority to sign such a document has been delegated to that person in accordance with corporate procedures. By signing the NOI or similar form, you are certifying that such authority has been delegated to you. The TCEQ may request documentation evidencing such authority.

IF YOU ARE A MUNICIPALITY OR OTHER GOVERNMENT ENTITY:

The regulation that controls who may sign an NOI or similar form is 30 Texas Administrative Code §305.44(a)(3) (see below). According to this code provision, only a ranking elected official or principal executive officer may sign an NOI or similar form. Persons such as the City Mayor or County Commissioner will be considered ranking elected officials. In order to identify the principal executive officer of your government entity, it may be beneficial to consult your city charter, county or city ordinances, or the Texas statute(s) under which your government entity was formed. An NOI or similar document that is signed by a government official who is not a ranking elected official or principal executive officer does not conform to §305.44(a)(3). The signatory requirement may not be delegated to a government representative other than those identified in the regulation. By signing the NOI or similar form, you are certifying that you are either a ranking elected official or principal executive officer as required by the administrative code. Documentation demonstrating your position as a ranking elected official or principal executive officer may be requested by the TCEQ.

If you have any questions or need additional information concerning the signatory requirements discussed above, please contact the Texas Commission on Environmental Quality's Environmental Law Division at (512)239-0600.

30 Texas Administrative Code

§305.44. Signatories to Applications

(a) All applications shall be signed as follows.

(1) For a corporation, the application shall be signed by a responsible corporate officer. For purposes of this paragraph, a responsible corporate officer means a president, secretary, treasurer, or vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision-making functions for the corporation; or the manager of one or more manufacturing, production, or operating facilities employing more than 250 persons or having gross annual sales or expenditures exceeding \$25 million (in second-quarter 1980 dollars), if authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures. Corporate procedures governing authority to sign permit or post-closure order applications may provide for assignment or delegation to applicable corporate positions rather than to specific individuals.

(2) For a partnership or sole proprietorship, the application shall be signed by a general partner or the proprietor, respectively.

(3) For a municipality, state, federal, or other public agency, the application shall be signed by either a principal executive officer or a ranking elected official. For purposes of this paragraph, a principal executive officer of a federal agency includes the chief executive officer of the agency, or a senior executive officer having responsibility for the overall operations of a principal geographic unit of the agency (e.g., regional administrator of the EPA).

Texas Commission on Environmental Quality General Permit Payment Submittal Form

Use this form to submit your Application Fee only if you are mailing your payment.

- Complete items 1 through 5 below:
- Staple your check in the space provided at the bottom of this document.
- Do not mail this form with your NOI form.
- Do not mail this form to the same address as your NOI.

Mail this form and your check to:

BY REGULAR U.S. MAIL

Texas Commission on Environmental Quality
Financial Administration Division
Cashier's Office, MC-214
P.O. Box 13088
Austin, TX 78711-3088

BY OVERNIGHT/EXPRESS MAIL

Texas Commission on Environmental Quality
Financial Administration Division
Cashier's Office, MC-214
12100 Park 35 Circle
Austin, TX 78753

Fee Code: GPA

General Permit:

TXR150000

1. Check / Money Order Number: _____
2. Amount of Check/Money Order: _____
3. Date of Check or Money Order: _____
4. Name on Check or Money Order: _____
5. NOI INFORMATION

If the check is for more than one NOI, list each Project/Site (RE) Name and Physical Address exactly as provided on the NOI. DO NOT SUBMIT A COPY OF THE NOI WITH THIS FORM AS IT COULD CAUSE DUPLICATE PERMIT ENTRIES.

See Attached List of Sites (If more space is needed, you may attach a list.)

Project/Site (RE) Name: _____

Project/Site (RE) Physical Address:

Staple Check in This Space

Commissioners Court - Regular Session

37.

Meeting Date: 09/19/2017

SH 29 at DB Wood Road Unintech Contract Amendment No. 4

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Contract Amendment No. 4 to the SH 29 at D.B. Wood Road Improvements contract between Williamson County and Unintech Consulting Engineering, Inc. relating to the 2013 Road Bond Program.

Background

Contract Amendment increases the compensation cap by \$360,000.00 from \$1,100,000.00 to \$1,460,000.00. This additional money will allow for the execution of Supplemental Work Authorizations to cover required out of scope work.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

[SH29@DBWood-Unintech-ContractAmendment4](#)

[SH29@DBWood-Unintech-Supp4WA1](#)

[SH29@DBWood-Unintech-Supp1WA2](#)

Form Review

Inbox

County Judge Exec Asst.
Form Started By: Marie Walters
Final Approval Date: 09/14/2017

Reviewed By

Wendy Coco

Date

09/14/2017 10:31 AM
Started On: 09/14/2017 09:51 AM



CONTRACT AMENDMENT NO. 4
TO
WILLIAMSON COUNTY CONTRACT FOR
ENGINEERING SERVICES

**WILLIAMSON COUNTY ROAD BOND PROJECT:
SH 29 at D.B. Wood Road Improvements ("Project")**

THIS CONTRACT AMENDMENT NO. 4 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 Unitech Consulting Engineers, 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 October 16, 2014 (the "Contract");

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

WHEREAS, the "Compensation Cap" under Article 5 of the Contract limits the maximum amount payable under the Contract to \$1,100,000; and,

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

WHEREAS, it has become necessary to amend the Contract.

AGREEMENT

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

- I. The Compensation Cap under Article 5 of the Contract is increased from \$1,100,000.00 to a maximum amount payable under the contract to \$1,460,000.00.

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

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

ENGINEER:

By: *Kum Wing Chan*
Signature

Kum Wing Chan, P.E.
Printed Name

Vice President, Civil Division
Title

2017.09.05 10:41:11-05'00'
Date

COUNTY:

By: _____
Signature

Printed Name

Title

Date

*OK
my 9/7/2017*



**SUPPLEMENTAL WORK AUTHORIZATION NO. 4
TO
WORK AUTHORIZATION NO. 1**

**WILLIAMSON COUNTY ROAD BOND PROJECT:
SH 29 at DB Wood Road Intersection Improvements**

This Supplemental Work Authorization No. 4 to Work Authorization No. 1 is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated October 16, 2014 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Unintech Consulting Engineering, Inc. (the "Engineer").

WHEREAS, the County and the Engineer executed Work Authorization No. 1 dated effective January 26, 2015 (the "Work Authorization");

WHEREAS, pursuant to Article 14 of the Contract, amendments, changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization; and

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

AGREEMENT

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


- I. The Services to be Provided by the Engineer that were set out in the original Attachment "B" of the Work Authorization are hereby amended, changed and modified as shown in the attached revised Attachment "B" (must be attached).
- II. The Work Authorization shall terminate on March 31, 2018. The Services to be Provided by the Engineer shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The revised Work Schedule is attached hereto as Attachment "C" (must be attached).
- III. The maximum amount payable for services under the Work Authorization is hereby increased from \$441,726.95 to \$469,109.95. The revised Fee Schedule is attached hereto as Attachment "D" (must be attached).

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

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

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

ENGINEER:

By: 
Signature

Kum Wing Chan, P.E.

Printed Name

Vice President, Civil Division

Title

2017.09.05 10:41:25-05'00'

Date

COUNTY:

By: _____
Signature

Printed Name

Title

Date

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 THE COUNTY

The **COUNTY** shall furnish to the **ENGINEER** the following items as required:

1. Existing traffic signal plans for the intersection of SH 29 and DB Wood Road\
2. Existing traffic signal timing plan for the intersection of SH 29 and DB Wood Road
3. Available utility information at the intersection
4. Available ROW information at the intersection
5. Existing as-builts for SH 29 and DB Wood Road
6. Right-of-Entry documents for all properties within the project limits
7. Geologic Assessment
8. General Notes
9. Perform TDLR review
10. Timely review and decisions necessary for the **ENGINEER** to maintain project schedule.

Attachment B

WILLIAMSON COUNTY

SH 29 at D.B. Wood Road Improvements

SUPPLEMENTAL AGREEMENT NO. 4 TO WORK AUTHORIZATION NO. 1 **SERVICES TO BE PROVIDED BY THE ENGINEER**

The SH 29 at D.B. Wood Road Improvement project ("Project") involves improvements to approximately 5,000 linear feet of SH 29 and 2,000 linear feet of D.B. Wood Road north of SH 29 and 1,000 linear feet south of SH 29. This intersection is in a high growth corridor for both Williamson County and the City of Georgetown. SH 29 is a major east-west corridor in central Williamson County, while DB Wood provides access along the west side of Georgetown in a north-south corridor. This area is within the study area for the future SW Bypass that will continue the SE Inner Loop from IH-35 around the southwest side of Georgetown connecting to DB Wood north of SH 29. Since the corridor has not been finalized, improvements to this intersection are critical to the efficient and safe movement of vehicles in the area.

Work Authorization No. 1, approved on January 26, 2015, was developed to implement the Schematic and Environmental documents along with different Preliminary Design Alternatives for the Interim Improvements for the intersection.

The Schematic was to reflect the most feasible interim design for the intersection along with the Traffic Control Schematic for the selected interim design and serve as the 30% PS&E submittal to TxDOT. The Environmental Report was scoped out as an EA (Environmental Assessment) and changed to a CE (Categorical Exclusion) as required by TxDOT, and therefore having to descope additional items no longer required.

Additional effort was required to implement the Ultimate Intersection Configurations versus that of the Interim Intersection Improvements into the Schematic along with additional effort to include the River Chase Blvd Intersection Configuration. In addition multiple feasibility studies were conducted to evaluate additional Roadway Elements.

The tasks and products contained in this supplemental agreement are more fully described in the following TASK OUTLINE.

TASK OUTLINE

Environmental Descope Items (BY FREESE & NICHOLS)

Descoping items that are no longer required due to the change from EA to CE.

1. Noise Analysis
2. Mobile Sources Air Toxics Analysis
3. Air Quality Analysis
4. Reduced Effort for Indirect and Cumulative Impact Analysis Coordination w/Sub
5. Wetland Delineation, Jurisdiction Determination & Permitting
6. Hazardous Materials
7. Reduced Effort to Prepare Draft EA
8. Reduced Effort for Revisions to Draft EA

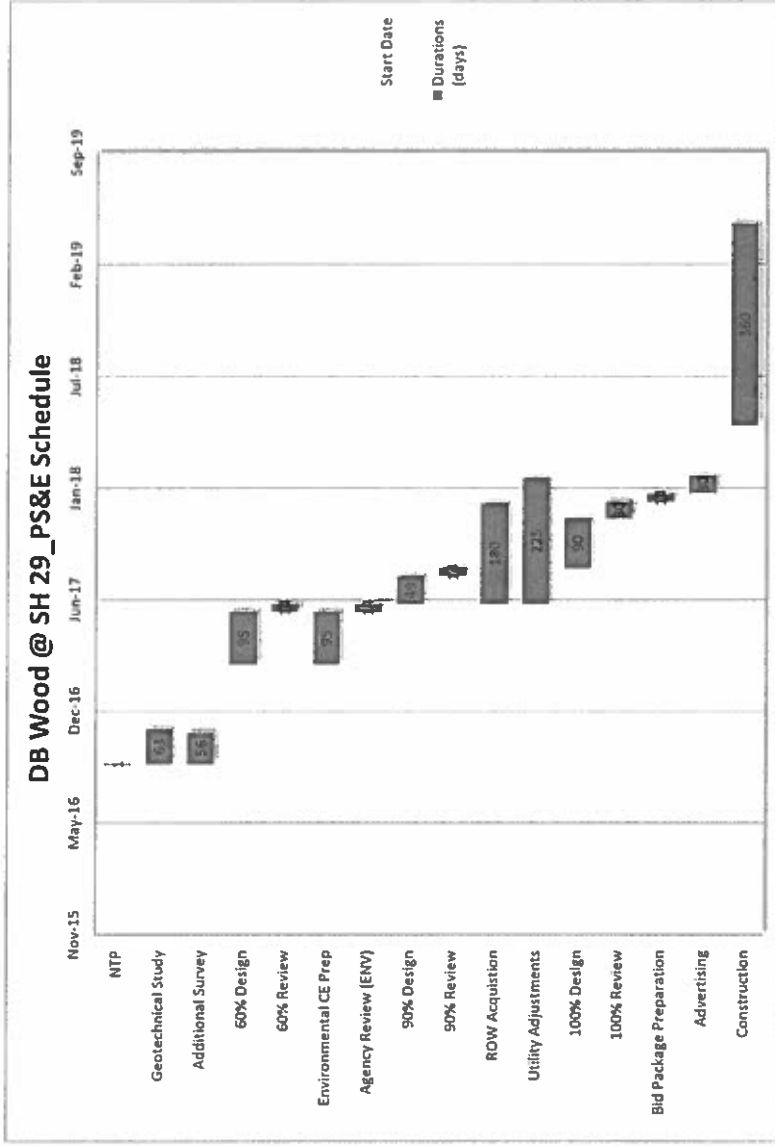
ADDITIONAL DESIGN & COORDINATION (BY UNINTECH)

1. Additional Geometric Design Concepts
 - a. SH 29 & DB Wood Road Alternative Layouts
 - i. Modify Raised Median along SH 29 to include Hooded Left Turns at selected locations
 - ii. Modify Raised Median along SH 29 west of DB Wood Road to Painted Median
 - iii. Modify DB Wood Rd Painted Median to match City of Georgetown Schematic
 - b. River Chase Blvd Alternative Intersection Layouts

- i. Revise River Chase Blvd Alignment to match First Baptist Church Driveway Alignment
 - ii. Revise First Baptist Church New Driveway Alignment to match River Chase Blvd Alignment
 - iii. Add Left Turn Lanes to Revised River Chase Blvd Alignment
 - iv. Add Left Turn Lanes to Revised First Baptist Church New Driveway Alignment
2. Additional Feasibility Study to Evaluate adding Exclusive Right Turn Lanes
 - a. North Bound Lanes from DB Wood Road to SH 29 within existing ROW
 - b. South Bound Lanes from DB Wood Road to SH 29 within existing ROW
3. Additional Feasibility Study to Evaluate adding Sidewalk
 - a. Adding Sidewalks within existing ROW of DB Wood Road
 - b. Adding Sidewalks within existing ROW of SH 29
4. Revised Southern Limits of DB Wood Road to include the addition of a New Driveway to the City of Georgetown project currently under construction.
5. Revised Traffic Control Schematics to incorporate Additional Geometric Design Concepts.
6. QC/QA Review
 - a. Additional Geometric Design Concepts
 - b. Additional Feasibility Studies
7. Additional Project Management (4 Additional Months)
 - a. Prepare and Submit Monthly Invoices
 - b. Prepare Monthly Progress Reports
 - c. Monthly Coordination Meetings with County/HNTB
 - d. Prepare Project Meeting Summaries
 - e. Design Team Coordination Meetings (2 Per Month)
 - f. Review of Subconsultants Monthly Invoices, Progress Reports, Etc.

Attachment C - Work Schedule

DB Wood @ SH 29 PS&E Schedule			
Start Date	End Date	Description	Durations (days)
9/1/2016	9/2/2016	NTP	1
9/2/2016	11/4/2016	Geotechnical Study	63
9/2/2016	10/28/2016	Additional Survey	56
2/27/2017	6/2/2017	60% Design	95
6/2/2017	6/16/2017	60% Review	14
2/27/2017	6/2/2017	Environmental CE Prep	95
6/2/2017	6/16/2017	Agency Review (ENV)	14
6/16/2017	8/4/2017	90% Design	49
8/4/2017	8/18/2017	90% Review	14
6/16/2017	12/13/2017	ROW Acquisition	180
6/16/2017	1/27/2018	Utility Adjustments	225
8/18/2017	11/16/2017	100% Design	90
11/16/2017	12/16/2017	100% Review	30
12/16/2017	12/30/2017	Bid Package Preparation	14
1/1/2018	1/31/2018	Advertising	30
5/2/2018	4/27/2019	Construction	360



ATTACHMENT D - FEE SCHEDULE

SH 29 AT DB WOOD ROAD

**Supplemental Work Authorization No. 4 to Work Authorization No. 1
Williamson County**

Task Description	Total Cost
<u>TOTAL LABOR COSTS (UNINTECH)</u>	
ADDITIONAL DESIGN & COORDINATION TASKS (1-7)	\$ 77,990.00
SUB-TOTAL LABOR EXPENSES	\$ 77,990.00
<u>SUMMARY</u>	
TOTAL LABOR COSTS (UNINTECH)	\$ 77,990.00
EXPENSES	
UNINTECH FEE	\$ 77,990.00
<u>SUBCONSULTANTS</u>	
FREESE & NICHOLS	\$ (50,607.00)
GRAND TOTAL	\$ 27,383.00

ATTACHMENT D

SUPPLEMENTAL PS&E FEES

SH 29 AT DB WOOD ROAD

Fee Schedule/Budget for Unitech Consulting Engineers, Inc.										Total Direct Labor Costs	
Task Description - Supplemental PS&E Tasks										Total Labor Hours	
Environmental Items developed (See Separate Freeze and Nichols Desclope Items)											
Project Manager	Senior Engineer	Project Engineer	Design Engineer	E.I.T.	Drainage Engineer	Senior CADD Operator	Admin/Clerical				
\$195.00	\$160.00	\$135.00	\$110.00	\$95.00	\$130.00	\$95.00	\$45.00			\$ (40,897.00)	
ADDITIONAL DESIGN & COORDINATION (See UNITECH Fee Proposal Below)											
1	Additional Geometric Design Concepts										
	a. SH 29 & DB Wood Road Alternative Layouts										
	Modify Raised Median along SH 29 to include Hooded Left Turns at selected locations										46 \$ 5,390.00
	Modify Raised Median along SH 29 west of DB Wood Road to Painted Median										46 \$ 5,390.00
	Modify DB Wood Rd Painted Median to match City of Georgetown Schematic										46 \$ 5,390.00
	b. River Chase Blvd Alternative Intersection Layouts										
	Revise River Chase Blvd Alignment to match First Baptist Church Driveway Alignment										34 \$ 4,050.00
	Revise First Baptist Church New Driveway Alignment to match River Chase Blvd Alignment										34 \$ 4,050.00
	Add Left Turn Lanes to Revised River Chase Blvd Alignment										34 \$ 4,050.00
	Add Left Turn Lanes to Revised First Baptist Church New Driveway Alignment										34 \$ 4,050.00
2	Additional Feasibility Study to Evaluate adding Exclusive Right Turn Lanes										
	a. North Bound Lanes from DB Wood Road to SH 29 within existing ROW										62 \$ 7,070.00
	b. South Bound Lanes from DB Wood Road to SH 29 within existing ROW										62 \$ 7,070.00
3	Additional Feasibility Study to Evaluate adding Sidewalk										
	a. Adding Sidewalks within existing ROW of DB Wood Road										30 \$ 3,590.00
	b. Adding Sidewalks within existing ROW of SH 29										0 \$ 0.00
4	Revised Southern Limits of DB Wood Road to include the addition of a New Driveway to the City of Georgetown project currently under construction										14 \$ 1,850.00
5	Revised Traffic Control Schematics to incorporate Additional Geometric Design Concepts										62 \$ 6,910.00
6	QA/QC Reviews for Additional Design Items										0 \$ 0.00
	a. Additional Geometric Design Concepts										16 \$ 2,600.00
	b. Additional Feasibility Studies										16 \$ 2,600.00
	ADDITIONAL DESIGN & COORDINATION HOURS & FEE Tasks 1-6										0 \$ 0.00
	34	66	100	150	88	122	0			570 \$ 68,090.00	

ATTACHMENT D

SH 29 AT DB WOOD ROAD

Williamson County

Fee Schedule/Budget for Unintech Consulting Engineers, Inc.

Task Description - Supplemental PS&E Tasks	Project Manager	Senior Engineer	Project Engineer	Design Engineer	E.I.T.	Drainage Engineer	Senior CADD Operator	Admin / Clerical	Total Labor Hours	Total Direct Labor Costs
	\$195.00	\$160.00	\$195.00	\$110.00	\$95.00	\$130.00	\$95.00	\$45.00		
7 Additional Project Management (4 additional months)										
a Prepare and submit monthly invoices	8								12	\$ 1,740.00
b Prepare monthly progress reports	4								4	\$ 760.00
c Monthly coordination meetings with County/HNTB	8								8	\$ 1,560.00
d Prepare project meeting summaries	8								8	\$ 1,560.00
e Design Team coordination meetings (2 per month)	8	8							16	\$ 2,840.00
f Review of subcontractors monthly invoices, progress reports, etc.	4	4							8	\$ 1,420.00
TOTAL - 7										\$ 9,900.00
ADDITIONAL DESIGN & COORDINATION HOURS & FEE Task 7	40	12	100	0	0	0	0	0	56	\$ 9,900.00
ADDITIONAL DESIGN & COORDINATION FEE Tasks 1-6	34	66	100	150	98	0	122	0	570	\$ 68,080.00
SUBTOTAL ADDITIONAL DESIGN & COORDINATION FEE	74	78	100	150	98	0	122	0	626	\$ 77,980.00
ENVIRONMENTAL DESCOPE FEE										\$ (56,697.00)
TOTAL SUPPLEMENTAL FEE										\$ 27,383.00

FREISE & NICHOLS
DB Woods and SH 29 Intersection
8/16/2017
Decscope Cost Breakdown WA 1

Phase	Task	Labor Task Description	Hourly Bill Rate	Basic Services										Total Hours	Total Labor Effort	
				ENV.SCI.VI	ENV.SCI.V	ENV.SCI.III	ENV.SCI.II	ENV.SCI.I	ADMIN	0	0	0	0			
	1	Noise Analysis		\$190.00	\$145.16	\$113.63	\$97.03	\$95.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-89	\$ (10,349)
	2	Mobile Sources Air Toxics Analysis		-4	-2	-75	-8								-24	\$ (4,381)
	3	Air Quality Analysis		-20	-4										-20	\$ (3,442)
	4	Reduced Effort for Indirect and Cumulative Impact Analysis Coordination w/ Sub		-12	-8											
	5	Wetland Delineation, Jurisdictional Determination & Permitting		-8	-8										-16	\$ (2,662)
	6	Hazardous Materials		-14	-40	-40	-20	-4							-118	\$ (15,335)
	7	Reduced Effort to Prepare Draft EA		-2	-20	-20	-10								-22	\$ (3,284)
	8	Reduced Effort for Revisions to Draft EA		-10	-10	-10	-8	-50							-50	\$ (6,595)
		Reduced Effort for Revisions to Draft EA		-10	-5	-10	-8								-33	\$ (4,539)
		Total		-80	-97	-145	-46	-4	0	0	0	0	0	0	-372	\$ (50,607)



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

**WILLIAMSON COUNTY ROAD BOND PROJECT:
SH 29 at DB Wood Road Intersection Improvements**

This Supplemental Work Authorization No. 1 to Work Authorization No. 2 is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated October 16, 2014 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Unintech Consulting Engineering, Inc. (the "Engineer").

WHEREAS, the County and the Engineer executed Work Authorization No. 2 dated effective September 1, 2016 (the "Work Authorization");

WHEREAS, pursuant to Article 14 of the Contract, amendments, changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization; and

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

AGREEMENT

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

- I. The Services to be Provided by the Engineer that were set out in the original Attachment "B" of the Work Authorization are hereby amended, changed and modified as shown in the attached revised Attachment "B" (must be attached).
- II. The Work Authorization shall terminate on March 31, 2018. The Services to be Provided by the Engineer shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The revised Work Schedule is attached hereto as Attachment "C" (must be attached).
- III. The maximum amount payable for services under the Work Authorization is hereby increased from \$658,144.20 to \$986,654.20. The revised Fee Schedule is attached hereto as Attachment "D" (must be attached).

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

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

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

ENGINEER:

By: 
Signature

Kum Wing Chan, P.E.
Printed Name

Vice President, Civil Division
Title

2017.09.05 10:41:47-05'00'
Date

COUNTY:

By: _____
Signature

Printed Name

Title

Date

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 THE COUNTY

The COUNTY shall furnish to the ENGINEER the following items as required:

1. Existing traffic signal plans for the intersection of SH 29 and DB Wood Road\
2. Existing traffic signal timing plan for the intersection of SH 29 and DB Wood Road
3. Available utility information at the intersection
4. Available ROW information at the intersection
5. Existing as-builts for SH 29 and DB Wood Road
6. Right-of-Entry documents for all properties within the project limits
7. Geologic Assessment
8. General Notes
9. Perform TDLR review
10. Timely review and decisions necessary for the ENGINEER to maintain project schedule.

Attachment B

WILLIAMSON COUNTY

SH 29 at D.B. Wood Road Improvements

SUPPLEMENTAL AGREEMENT NO. 1 TO WORK AUTHORIZATION NO. 2
SERVICES TO BE PROVIDED BY THE ENGINEER

The SH 29 at D.B. Wood Road Improvement project ("Project") involves improvements to approximately 5,000 linear feet of SH 29 and 2,000 linear feet of D.B. Wood Road north of SH 29 and 1,000 linear feet south of SH 29. This intersection is in a high growth corridor for both Williamson County and the City of Georgetown. SH 29 is a major east-west corridor in central Williamson County, while DB Wood provides access along the west side of Georgetown in a north-south corridor. This area is within the study area for the future SW Bypass that will continue the SE Inner Loop from IH-35 around the southwest side of Georgetown connecting to DB Wood north of SH 29. Since the corridor has not been finalized, improvements to this intersection are critical to the efficient and safe movement of vehicles in the area.

Work Authorization No. 2, approved on September 1, 2016, was developed to implement a 4-lane raised median section with two turn lanes along SH 29, with concrete curb & gutter and open ditches behind the curb, utilizing swales for WPAP requirements. It will also include between a 5-lane and 6-lane section along DB Wood, with concrete curb & gutter, retaining walls, storm drain and open ditches behind the curb, utilizing both for WPAP.

The construction plan set (plan set) for this project shall contain the required drawings and details pertaining to grading, paving, signing, pavement marking, delineation, retaining walls, traffic signal modification, sequence of construction, traffic control, drainage and utility coordination. The plan set shall be prepared in English units and shall be suitable for the bidding and award of a contract through the County construction contracting system.

The tasks and products contained in this supplemental agreement are more fully described in the following TASK OUTLINE.

TASK OUTLINE

SURVEY & ROW (BY UNINTECH)

A. ADDITIONAL SCOPE OF SURVEY & ROW SERVICES

1. The Surveyor will complete a tree survey on a portion of the First Baptist Church property near the easterly property line on SH 29 to obtain the locations, trunk diameters, and types of trees as needed to produce a drawing to show this information. The area to be covered by the tree survey is approximately 200-feet by 300-feet.
2. The Surveyor will complete a tree survey on a portion of the First Baptist Church property and adjacent property at the southerly property line on DB Wood Road to obtain the locations, trunk diameters, and types of trees as needed to produce a drawing to show this information. The area to be covered by the tree survey is approximately 100-feet by 300-feet.
3. The surveyor will prepare parcel plats and metes and bounds descriptions and signed and sealed by a Texas Registered Professional Land Surveyor for a shared driveway easement located at the south property line of the First Baptist Church property and adjacent property to the south.
4. The surveyor will prepare parcel plats and metes and bounds descriptions and signed and sealed by a Texas Registered Professional Land Surveyor for Temporary Construction Easements for the construction of retaining walls along the west side of DB Wood Road across three properties for a total distance of approximately 465 linear feet.

5. The Surveyor will attend a coordination meeting with the TxDOT Right-of-Way Division to review the format of right-of-way acquisition documents and easements.

B. DELIVERABLES

The Surveyor shall provide:

1. PDF file of each Surveyor's metes and bounds, legal descriptions and ROW Maps.
2. Exhibits of tree surveys conducted at the First Baptist Church

GEOTECHNICAL SERVICES (BY KLEINFELDER)

Two retaining walls will be constructed on the east side of the DB Wood Road totaling approximately 495 linear feet in length. The original scope was based on 265 linear feet of retaining walls. Because there are potential conflicts with a City of Round Rock raw water line that runs along the east side of DB Wood Road, the use of Mechanically Stabilized Earth (MSE) retaining walls needs to be evaluated at both locations for the additional retaining walls to eliminate the conflicts.

A. ADDITIONAL SCOPE OF GEOTECHNICAL SERVICES

1. Evaluation of MSE Retaining Walls

Perform an engineering analysis for the external (bearing, overturning, and eccentricity) and global stability to provide design recommendations for the proposed MSE walls near borings RW-3 and RW-4 along DB Wood Road in accordance with TxDOT requirements. The design recommendations will include the following items:

- a. Minimum lengths of reinforcements that meet the minimum requirements by TxDOT in terms of bearing capacity, sliding, overturning, eccentricity, and global stability analysis.
- b. Soil parameters for the foundation and retained soils and minimum over-excavation and replacement of the foundation soil for improvement, if deemed necessary.

B. DELIVERABLES

1. Letter verification that the results of the analysis meet TxDOT minimum design requirements.
2. TxDOT Design Data Sheets for both walls

ADDITIONAL DESIGN & COORDINATION (BY UNINTECH)

A. ADDITIONAL SCOPE OF ROADWAY PLANS & GEOMETRY

2. In the scope agreement to Work Authorization No. 2 there was an underestimation to the amount of effort that would be required to provide multiple geometric design concepts for the intersection improvements and to evaluate the feasibility and implications of providing dual left turn lanes and right turn lanes in all directions. In addition, the impacts to access, drainage and water quality, utilities, and right-of-way requirements were also underestimated and a greater effort was required as multiple concepts provided additional work and different challenges that needed to be evaluated and designed in accordance with TxDOT, Williamson County and the City of Georgetown standards.

The following are included:

- a. Miscellaneous Plans
- b. Roadway Plans & Geometry
- c. Drainage and Erosion Control Design
- d. Water Pollution Abatement Plan
- e. Signing and Pavement Markings
- f. Traffic Control Plan
- g. Quantities

- h. Summary Sheets
- i. Standards, Specifications, and Estimate

2. Design additions for DB Wood Road including the following:

a. Retaining Wall Revisions

- i. Conduct a layout analysis of alternative retaining wall locations and types of walls to determine impacts to the City of Round Rock raw water line and the City of Georgetown domestic water line. This analysis includes evaluation of both cast-in-place concrete and mechanically stabilized earth (MSE) retaining walls.
- ii. Meet with cities of Round Rock and Georgetown to review the retaining wall alternatives and achieve a resolution to the conflicts.
- iii. Incorporate MSE Design Data Sheets for the retaining walls in the plan set.
- iv. Design additional 230 linear feet of retaining wall on east side of DB Wood Road.
- v. Design additional 465 linear feet of retaining wall on west side of DB wood Road

b. Adjust the alignment of DB Wood Road north of SH 29 as a result of coordination meetings with the cities of Round Rock and Georgetown to minimize impacts to the Round Rock raw water line and the Georgetown domestic water line.

c. Revise the cross sections for DB Wood Road north of SH 29 for the adjusted alignment.

d. Revise sidewalks location on both sides of DB Wood Road north of SH 29 due to retaining wall location.

e. Conduct an analysis of alternative sidewalk profiles for sidewalks on the back side of the retaining walls on the east side of DB Wood Road to evaluate impacts to the City of Round Rock raw water line and City of Georgetown domestic water line.

3. Revise center median design on SH 29 to eliminate grass and curb and gutter and go with stamped concrete and mono curb.

4. Attend additional meetings with TxDOT in connection with environmental reports, public meeting, WPAP, etc. not included in original scope.

5. Prepare additional TxDOT documents and forms required for all submittals, including forms 2442, 2443, 2448, 1204, and additional checklists for each submittal.

6. QA/QC reviews for additional design items.

7. Additional Project Management (Additional 5 months)

- a. Prepare & submit monthly invoices (5)
- b. Prepare monthly Progress Reports (5)
- c. Monthly meetings with County/HNTB (5)
- d. Prepare project meeting summaries (5)
- e. Design Team coordination meetings (2 per month)
- f. Review subconsultants monthly invoices, progress reports, etc.
- g. Review & coordinate subconsultants designs
 - i. Review final geotechnical report & pavement designs – Kleinfelder
 - ii. Review additional drainage designs & cross sections – CP&Y
 - iii. Review intersection traffic study & temporary signal designs for TCP - HDR
- h. Incorporate joint bid utility relocation plans into plan set

SIGNALIZATION & TRAFFIC ANALYSIS (BY HDR)

A. ADDITIONAL SCOPE OF SIGNALIZATION & TRAFFIC ANALYSIS

1. The Engineer will complete the following tasks in connection with the preparation of temporary signal plans for the traffic control phases:

- a. Coordinate with the design team to obtain information regarding the traffic control phases and sequence of construction.
- b. Meet with TxDOT to discuss design requirements for temporary signals. One (1) meeting is assumed.

- c. Prepare 60% temporary signal design plans. 60% plans will include temporary signal layout showing all above ground equipment. Three phases of construction are assumed. Each phase will require its own temporary signal layout.
 - d. Coordinate with County, TxDOT, and/or City to review and address comments.
 - e. Prepare 90% temporary signal design plans addressing all previous comments. 90% plans will include temporary signal layouts, conductor/conduit schedules, elevations, detection, foundations, quantities, general notes, and applicable standards.
 - f. Review and address 90% comments from County, TxDOT, and/or City. One comment resolution meeting is assumed.
 - g. Prepare 100% (signed and sealed) temporary signal design plans incorporating all previous comments from County, TxDOT and/or City.
2. The Engineer will complete the following tasks to evaluate traffic operations at the intersection of SH 29 and DB Wood Road:
- a. Coordinate with the design team and TxDOT to obtain Year 2035 and 2045 forecasted AM and PM peak turning movement counts for the intersection. All necessary data for analysis will be provided by TxDOT.
 - b. Review and summarize intersection data in an excel spreadsheet.
 - c. Perform AM and PM peak hour capacity analysis using the 60% intersection layout as the base geometry. Analysis will be performed using software "Synpro" for the following scenarios:
 - i. 2020 AM Peak (opening year)
 - ii. 2020 PM Peak (opening year)
 - iii. 2035 AM Peak
 - iv. 2035 PM Peak
 - v. 2045 AM Peak
 - vi. 2045 PM Peak

The analysis will be used to evaluate the need for dual left-turn lanes for each of the four approaches.
 - d. Prepare a draft technical memorandum summarizing the results of the traffic operational analysis.
 - e. Meet with Unintech and HNTB to discuss comments and results. One (1) meeting is assumed.
 - f. Submit a final technical memorandum.

DRAINAGE DESIGN & CROSS SECTIONS (BY CP&Y)

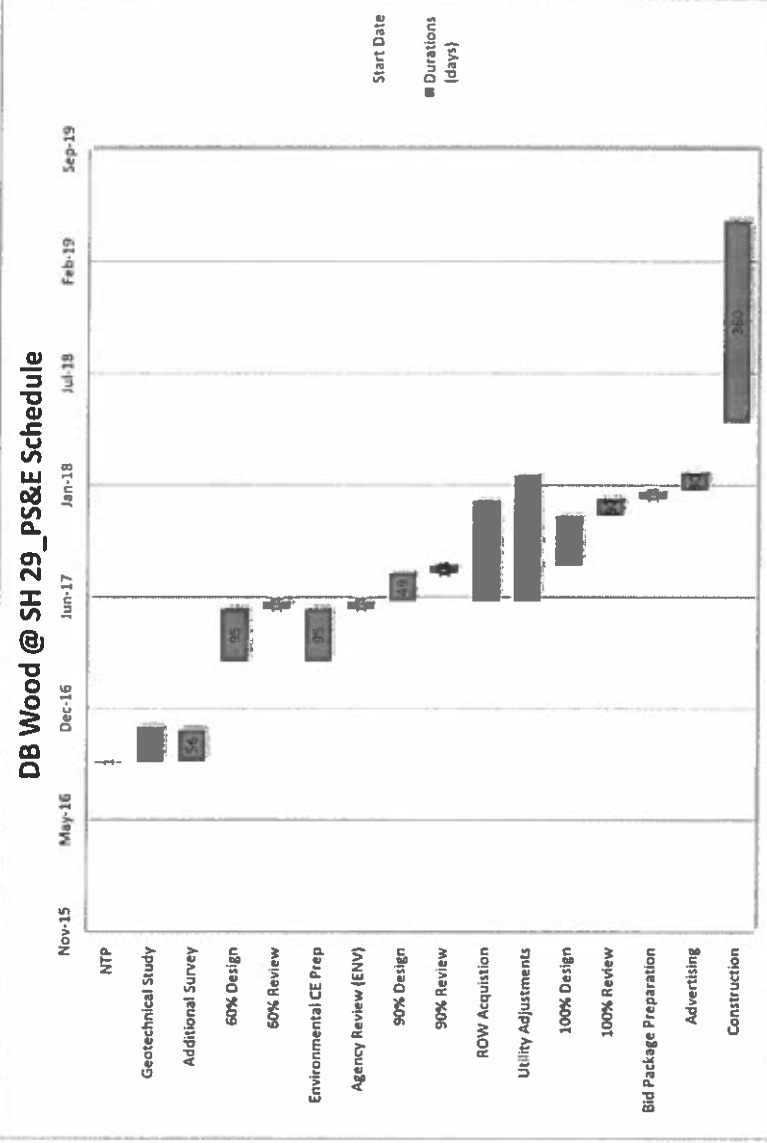
Additional effort for the drainage design and cross sections includes changes not anticipated from the original schematic and multiple additional efforts for the 60% submittals, including: multiple iterations of sidewalk inclusion/removal and adjustments affecting water quality calculations, drainage and cross sections; retaining wall adjustments with multi-tiered design for sidewalk accommodation affecting drainage and cross sections; shifting of the horizontal alignment for DB Wood Road north of SH 29 to the west to accommodate utilities affecting water quality, drainage and cross sections; significant modifications to median curb islands affecting cross sections, drainage inlet design and storm sewer layout.

A. ADDITIONAL SCOPE OF DRAINAGE DESIGN & CROSS SECTIONS

- 1. Revisions to storm sewer design including:
 - a. Re-delineation of drainage areas due to changes in road design and median locations.
 - b. Additional area computation effort due to these changes
 - c. Additional storm sewer computations due to these changes
 - d. Additional effort on drainage plan and profile sheets due to these changes.
- 2. Additional cross section iterations required for changes in median layouts, superelevation changes, retaining wall & sidewalk modifications, and shifting of alignment from schematic.
- 3. Additional internal project meetings & coordination.

Attachment C - Work Schedule

DB Wood @ SH 29_PS&E Schedule			
Start Date	End Date	Description	Durations (days)
9/1/2016	9/2/2016	NTP	1
9/2/2016	11/4/2016	Geotechnical Study	63
9/2/2016	10/28/2016	Additional Survey	56
2/27/2017	6/2/2017	60% Design	95
6/2/2017	6/16/2017	60% Review	14
2/27/2017	6/2/2017	Environmental CE Prep	95
6/2/2017	6/16/2017	Agency Review (ENV)	14
6/16/2017	8/4/2017	90% Design	49
8/4/2017	8/18/2017	90% Review	14
6/16/2017	12/13/2017	ROW Acquisition	180
6/16/2017	1/27/2018	Utility Adjustments	225
8/18/2017	11/16/2017	100% Design	90
11/16/2017	12/16/2017	100% Review	30
12/16/2017	12/30/2017	Bid Package Preparation	14
1/1/2018	1/31/2018	Advertising	30
5/2/2018	4/27/2019	Construction	360



ATTACHMENT D - FEE SCHEDULE

SH 29 AT DB WOOD ROAD

**Supplemental Work Authorization No. 1 to Work Authorization No. 2
Williamson County**

Task Description	Total Cost
<u>TOTAL LABOR COSTS (UNINTECH)</u>	
SURVEY & ROW	\$ 7,370.00
ADDITIONAL DESIGN & COORDINATION TASKS (1-7)	\$ 238,045.00
SUB-TOTAL LABOR EXPENSES	\$ 245,415.00
<u>SUMMARY</u>	
TOTAL LABOR COSTS (UNINTECH)	\$ 245,415.00
EXPENSES	
UNINTECH FEE	\$ 245,415.00
<u>SUBCONSULTANTS</u>	
CP&Y	\$ 23,164.00
HDR	\$ 51,991.00
Kleinfelder	\$ 7,850.00
GRAND TOTAL	\$ 328,420.00

ATTACHMENT D

SUPPLEMENTAL PS&E FEES
SH 29 AT DB WOOD ROAD

Task Description - Supplemental PS&E Tasks	Project Manager	Senior Engineer	Project Engineer	Design Engineer	E.I.T.	Drainage Engineer	Senior CADD Operator	Admin / Clerical	Total Labor Hours	Total Direct Labor Costs	
SURVEY & ROW (See Separate UNITECH Fee Proposal)	\$195.00	\$150.00	\$133.00	\$110.00	\$95.00	\$130.00	\$95.00	\$45.00		\$ 7,370.00	
GEOTECHNICAL SERVICE (See Separate Remediator Fee Proposal)										\$ 7,860.00	
SCHEDULING & TRAFFIC ANALYSIS (See Separate TDR Fee Proposal)										\$ 46,211.00	
DRUDGE DESIGN & CROSS SECTION REVISIONS (See Separate CPEY Fee Proposal)										\$ 21,183.00	
ADDITIONAL DESIGN & COORDINATION (See UNITECH Fee Proposal Below)											
1	Under Estimated - Geotechnical Design - Erosion Mitigation Plans	8	8	8	8	8	8	8	16	\$ 5,610.00	
A1	Site visit to update project information	1	1	1	1	1	1	1	17	\$ 5,610.00	
A2	Prepare Title Sheet	1	1	1	1	1	1	1	13	\$ 1,685.00	
A3	Prepare detailed index sheet	1	1	1	1	1	1	1	70	\$ 2,290.00	
A4	Prepare project layout sheets	2	2	2	2	2	2	2	46	\$ 5,410.00	
B	Routeway Plans & Geometry	6	6	6	6	6	6	6	188	\$ 20,880.00	
B1	Prepare typical sections	12	12	12	12	12	12	12	19	\$ 2,065.00	
B2	Prepare roadway R/W Sheets	2	2	2	2	2	2	2	102	\$ 21,600.00	
B3	Prepare roadway R/W Sheets	2	2	2	2	2	2	2	34	\$ 3,650.00	
C	Drainage and Erosion Control Design	4	4	4	4	4	4	4	24	\$ 2,700.00	
C1	Prepare Drainage Plans w/ erosion control measures	12	12	12	12	12	12	12	16	\$ 2,100.00	
C2	Prepare SW3P Plan	2	2	2	2	2	2	2	122	\$ 14,390.00	
D	Water Pollution Abatement Plan	2	2	2	2	2	2	2	15	\$ 1,585.00	
D1	Obtain existing data, field visit, and identify outlets	2	2	2	2	2	2	2	98	\$ 10,380.00	
D2	Prepare R/W Plans	2	2	2	2	2	2	2	24	\$ 2,700.00	
D3	Prepare R/W Plans	2	2	2	2	2	2	2	16	\$ 2,100.00	
D4	Submit WQAP	2	2	2	2	2	2	2	4	\$ 430.00	
E	Signaling and Pavement Markings	2	2	2	2	2	2	2	15	\$ 1,585.00	
E1	Small signs, pavement markings and WQAP plan sheets	2	2	2	2	2	2	2	10	\$ 1,030.00	
E2	Small signs, signal sheets	4	4	4	4	4	4	4	24	\$ 2,700.00	
F	Traffic Control Plan	4	4	4	4	4	4	4	28	\$ 3,080.00	
F1	Prepare traffic control plans, assumed 1 phase, 7500 double turnpike	2	2	2	2	2	2	2	32	\$ 4,260.00	
F2	Prepare traffic control plans, assumed 1 phase, 7500 double turnpike	2	2	2	2	2	2	2	22	\$ 2,450.00	
F3	TCP Narrative	2	2	2	2	2	2	2	10	\$ 1,110.00	
G	Quantities	2	2	2	2	2	2	2	18	\$ 1,950.00	
G1	TCP by phase	16	16	16	16	16	16	16	18	\$ 1,950.00	
G2	Earthwork and Roadway	16	16	16	16	16	16	16	18	\$ 1,950.00	
G3	Pavement markings	16	16	16	16	16	16	16	4	\$ 540.00	
G4	Small signs	16	16	16	16	16	16	16	8	\$ 1,080.00	
G5	Erosion Control and SW3P	16	16	16	16	16	16	16	16	\$ 2,065.00	
H	Drainage related items	16	16	16	16	16	16	16	3	\$ 325.00	
H1	TCP by phase	1	1	1	1	1	1	1	3	\$ 325.00	
H2	Earthwork and Roadway	1	1	1	1	1	1	1	5	\$ 515.00	
H3	Pavement markings	1	1	1	1	1	1	1	5	\$ 515.00	
H4	Small signs	1	1	1	1	1	1	1	5	\$ 515.00	
H5	Erosion Control and SW3P	1	1	1	1	1	1	1	5	\$ 515.00	
H6	Drainage related items	1	1	1	1	1	1	1	5	\$ 515.00	
I	Standards, Specifications and Estimate	4	4	4	4	4	4	4	6	\$ 650.00	
I1	Standards, Prepare and Modify Standards	4	4	4	4	4	4	4	9	\$ 1,115.00	
I2	Standards, Prepare and Modify Standards	4	4	4	4	4	4	4	5	\$ 735.00	
I3	Construction Cost Estimate	4	4	4	4	4	4	4	5	\$ 735.00	
I4	Specifications	4	4	4	4	4	4	4	5	\$ 735.00	
2	Design Revisions for DB Wood Road	148	210	251	263	262	149	615	1,482	\$ 166,555.00	
A	Retaining Wall Revision	8	16	16	16	16	16	16	24	\$ 4,120.00	
A1	Alternate Retaining Wall Location Layout	10	10	10	10	10	10	10	10	\$ 1,050.00	
A2	Meet with Cities of Round Rock & Georgetown	2	2	2	2	2	2	2	6	\$ 795.00	
A3	Coordinate MSE Retaining Wall Design Data Sheets	4	4	4	4	4	4	4	44	\$ 6,140.00	
A4	Coordinate Retaining Wall Design Data Sheets	4	4	4	4	4	4	4	44	\$ 6,140.00	
A5	Design Assessed 685 LF of Retaining Wall - West Side	4	4	4	4	4	4	4	44	\$ 6,140.00	
B	Alignment Shift	2	2	2	2	2	2	2	24	\$ 3,120.00	
B1	Reverse Alignment of DB Wood Road No. SH 79	2	2	2	2	2	2	2	24	\$ 3,120.00	
B2	Reverse Chisel Section Sheets	2	2	2	2	2	2	2	24	\$ 3,120.00	
B3	Reverse Sidewalk Design on Both Sides due to Retaining Wall location	2	2	2	2	2	2	2	24	\$ 3,120.00	
B4	Analyze Sidewalk Profiles - East Side	4	4	4	4	4	4	4	20	\$ 3,340.00	
3	Revised Median Design on SH 21	4	4	4	4	4	4	4	16	\$ 2,160.00	
4	Revised Median Design with T&D	10	10	10	10	10	10	10	32	\$ 5,850.00	
5	Prepare additional T&D Documents & Forms for Submittals	8	8	8	8	8	8	8	24	\$ 4,120.00	
6	Graphic Review for Additional Design Items	8	8	8	8	8	8	8	348	\$ 8,400.00	
ADDITIONAL DESIGN & COORDINATION HOURS & FEE - Table 1.4										1,802	\$ 217,863.00

ATTACHMENT D

SH 29 AT DB WOOD ROAD

Williamson County

Task Description - Supplemental PS&E Tasks	Project Manager	Senior Engineer	Project Engineer	Design Engineer	E.I.T.	Drainage Engineer	Senior CADD Operator	Admin / Clerical	Total Labor Hours	Total Direct Labor Costs
	\$195.00	\$160.00	\$135.00	\$110.00	\$95.00	\$130.00	\$95.00	\$45.00		
7 Additional Project Management (5 additional months										
a. Prepare and submit monthly invoices	10								15	\$ 2,175.00
b. Prepare monthly progress reports	5								5	\$ 975.00
c. Monthly coordination meetings with County/HNTB	15								15	\$ 2,925.00
d. Prepare project meeting summaries	10								10	\$ 1,950.00
e. Design Team coordination meetings (2 per month)	10	10							20	\$ 3,550.00
f. Review of subcontractors monthly invoices, progress reports, etc.	5	5							10	\$ 1,775.00
g. Review & Coordinate Subconsultant Designs										\$ -
i) Review final geotechnical report & pavement designs - Kleinfelder	2								2	\$ 390.00
ii) Review additional drainage designs & cross sections - CP&Y	4	4	4						12	\$ 1,960.00
iii) Review traffic study & temporary signal design for TCP - HDR	8								8	\$ 1,560.00
h. Incorporate joint bid utility relocation plans	4	8					8		20	\$ 2,820.00
										\$ -
										\$ -
TOTAL - 7										\$ 20,080.00
ADDITIONAL DESIGN & COORDINATION HOURS & FEE Task 7	73	27	4	0	0	0	8	5	117	\$ 20,080.00
ADDITIONAL DESIGN & COORDINATION FEE Tasks 1-4										\$ 217,965.00
SUBTOTAL ADDITIONAL DESIGN & COORDINATION FEE										\$ 238,045.00
SUBTOTAL SUPPLEMENTAL FEE TASKS 1-7										\$ 322,840.00

SH 29 AT DB WOOD ROAD

Williamson County

Fee Schedule/Budget for CP&Y, Inc.

Task Description	Project Manager	Senior Engineer	Design Engineer	ELI/T	Chief Hydrologist	Total Labor Hours	Total Direct Labor Costs
	\$225.00	\$155.00	\$115.00	\$96.00	\$185.00		
<i>I. thru V. PS&E</i>							
I Roadway Design Controls							
C-1 Design Cross Sections at 50-ft intervals	6	12	24	40		82	\$ 9,810.00
						82	\$ 9,810.00
II Drainage (A-1 through A-8)							
A-2 Storm sewer design, 10-yr frequency							\$ -
b Interior Drainage Areas	2	2	12	24		40	\$ 4,444.00
c Run-off Calculations			2	4		6	\$ 614.00
d Analyze Storm Sewer Systems	2		4	24		30	\$ 3,214.00
f Drainage Plan & Profile 1"=100' H and 1"=10' V	2		6	16		24	\$ 2,676.00
						100	\$ 10,948.00
IV Miscellaneous (Roadway)							
V Project Management (8 Months)							
7 Internal Design Team Meetings (8)	4	6	-	6		16	\$ 2,406.00
						16	\$ 2,406.00
3. thru V. PS&E - SUBTOTAL							
HOURS SUB-TOTALS	16	20	48	114	0	198	\$ 23,164.00
SUBTOTAL	\$ 3,600.00	\$ 3,100.00	\$ 5,520.00	\$ 10,944.00	\$ -	\$ -	\$ 23,164.00
DIRECT EXPENSES							
WORK AUTHORIZATION 3 TOTAL							
						\$ -	\$ 23,164.00



Attachment D

MSE Wall at RW-3

FEE ESTIMATE

SH29 and DB Wood Widening
DB Wood MSE Wall
Williamson County, Texas

Engineering - MSE Wall	Quantity	Unit	Rate	Cost
CADD Operator MSE Wall Design Data Sheet	3	hour	\$ 70.00	\$ 210.00
Senior Engineer, MSE Wall Design Information Includes external and global stability, embankment settlement, and soil parameters for foundation and retained soils, minimum reinforcement length, and ground improvement depth if needed	13	hour	\$ 155.00	\$ 2,015.00
Senior Principal Professional, MSE Wall Review	6	hour	\$ 160.00	\$ 960.00
Senior Principal Professional, Project Management	4	hour	\$ 160.00	\$ 640.00
Assistant Project Manager	0	hour	\$ 95.00	\$ -
Administrative I	2	hour	\$ 50.00	\$ 100.00
Subtotal				\$ 3,925.00
Total				\$ 3,925.00



Attachment D

MSE Wall at RW-4

FEE ESTIMATE

SH29 and DB Wood Widening
DB Wood MSE Wall
Williamson County, Texas

Engineering - MSE Wall	Quantity	Unit	Rate	Cost
CADD Operator MSE Wall Design Data Sheet	3	hour	\$ 70.00	\$ 210.00
Senior Engineer, MSE Wall Design Information Includes external and global stability, embankment settlement, and soil parameters for foundation and retained soils, minimum reinforcement length, and ground improvement depth if needed	13	hour	\$ 155.00	\$ 2,015.00
Senior Principal Professional, MSE Wall Review	6	hour	\$ 160.00	\$ 960.00
Senior Principal Professional, Project Management	4	hour	\$ 160.00	\$ 640.00
Assistant Project Manager	0	hour	\$ 95.00	\$ -
Administrative I	2	hour	\$ 50.00	\$ 100.00
Subtotal				\$ 3,925.00
Total				\$ 3,925.00

Subtotal RW #3 \$3,925.00
 Subtotal RW #4 \$3,925.00
 Total \$7,850.00

ATTACHMENT D - AMENDMENT 2
FEE SCHEDULE

SUB CONSULTANT: HDR Engineering, Inc.

PROJECT NAME: SH 29 & DB WOODS RD IMPROVEMENTS (Temporary Signal Design & Traffic Analysis)

TASK #	TASK DESCRIPTION	PRINCIPAL/ VICE PRESIDENT	SENIOR PROJECT MANAGER	SENIOR TRAFFIC ENGINEER/ PROJ/MGR	PROJECT ENGINEER	DESIGN ENGINEER	EIT	SENIOR TRAFFIC CADD OPERATOR	TRAFFIC CADD OPERATOR	ADMIN/ CLERICAL	TOTAL LABOR HRS	TOTAL LABOR COST
TEMPORARY SIGNAL DESIGN												
1	Project coordination		4								4	\$720.00
2	Meet with County, TIDOT, City and Project Team (1 meeting)		4								4	\$720.00
3	Prepare 60% signal plans (3 Phase of Construction Draw - 6 sheets)		6		4			40		2	72	\$4,500.00
4	Review and address 60% comments		2								6	\$945.00
5	Prepare 80% signal plans (1-18 sheets & standard sheets)		6		4			48		2	104	\$1,728.00
6	Review and address 80% comments & meeting		4								12	\$1,680.00
7	Prepare 100% signal plans		2					24		2	24	\$5,050.00
TRAFFIC ANALYSIS (INTERSECTION CAPACITY)												
1	Coordination to obtain traffic data		2								2	\$420.00
2	Review & analyze traffic data		2	12			24				38	\$5,270.00
3	Prepare reports (6 sheets)		4	12			24				40	\$5,640.00
4	Prepare Draft Traffic Plans		6	8			24		8	2	48	\$6,360.00
5	Meeting to discuss		4								4	\$840.00
6	Final memo		2	4			16		4	2	28	\$3,500.00
HOURS SUB-TOTALS												
		0	20	64	0	100	68	0	124	10	408	\$51,840.00
CONTRACT RATE		\$230.00	\$210.00	\$180.00	\$140.00	\$120.00	\$110.00	\$130.00	\$110.00	\$80.00		
TOTAL LABOR COSTS		\$0.00	\$4,200.00	\$11,520.00	\$0.00	\$12,000.00	\$9,680.00	\$0.00	\$13,640.00	\$800.00		\$51,840.00
SUBTOTAL												\$51,840.00

Standard Package	Contract Rate	Unit	Quantity	Amount
LABOR	0.43	Each		\$0.00
Travel Charge	\$0	Each		\$0.00
Hourly Charge	\$4.00	Each		\$0.00
Hourly Charge	\$2.00	Sheet		\$0.00
Hourly Charge	\$25.00	Sheet	2	\$50.00
Hourly Charge	\$0.10	Sheet	50	\$5.00
Hourly Charge	\$1.00	Sheet	300	\$30.00
Hourly Charge	\$50.00	Hour		\$0.00
Hourly Charge	\$150.00	each/day		\$0.00
Hourly Charge	\$0.560	Per Mile	100	\$56.00
SUB-TOTAL DIRECT COST				\$151.00
SUB-TOTAL LABOR				\$1,740.00
TOTAL COST				\$2,191.00

Total \$51,991.00

Commissioners Court - Regular Session

38.

Meeting Date: 09/19/2017

IH35 at Ronald Reagan Boulevard Binkley and Barfield, Inc. Contract Amendment No. 2

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Contract Amendment No. 2 to the IH35 @ Ronald Reagan Blvd. and IH35 Frontage Road Conversion contract between Williamson County and Binkley & Barfield, Inc. relating to the 2013 Road Bond Program.

Background

Contract Amendment increases the compensation cap by \$339,010.00 from \$2,740,027.00 to \$3,079,037.00. This additional money will allow for the execution of Supplemental Work Authorizations to cover required out of scope work.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

[RR@IH35-BBI-ContractAmendment2](#)

[RR@IH35-BBI-Supp3WA1](#)

[RR@IH35-BBI-Supp1WA2](#)

[RR@IH35-BBI-Supp1WA3](#)

Form Review

Inbox

County Judge Exec Asst.
Form Started By: Marie Walters
Final Approval Date: 09/14/2017

Reviewed By

Wendy Coco

Date

09/14/2017 10:31 AM
Started On: 09/14/2017 10:15 AM



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

**WILLIAMSON COUNTY ROAD BOND PROJECT:
IH-35 @ Ronald Reagan Blvd. / CSJ 0015-08-141 and
IH-35 Frontage Road Conversion / CSJ 0015-08-142 ("Project")**

THIS CONTRACT AMENDMENT NO. 1 to Williamson County Contract for Engineering Services is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Binkley and Barfield, 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 October 10, 2014 (the "Contract");

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

WHEREAS, the "Compensation Cap" under Article 5 of the Contract limits the maximum amount payable under the Contract to \$2,740,027; and,

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

WHEREAS, it has become necessary to amend the Contract.

AGREEMENT

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

- I. The Compensation Cap under Article 5 of the Contract is hereby increased from \$2,740,027 to \$3,079,037.

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: BDR
Signature

Brian Rice
Printed Name

Vice President
Title

9/11/17
Date

COUNTY:

By: _____
Signature

Printed Name

Title

Date

OK
9/12/2017



**SUPPLEMENTAL WORK AUTHORIZATION NO. 3
TO
WORK AUTHORIZATION NO. 1**

WILLIAMSON COUNTY ROAD BOND PROJECT:
Ronald Reagan Blvd. at IH-35 schematic

This Supplemental Work Authorization No. 3 to Work Authorization No. 1 is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated October 10, 2014 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Binkley & Barfield, Inc. (the "Engineer").

WHEREAS, the County and the Engineer executed Work Authorization No. 1 dated effective October 13, 2014 (the "Work Authorization");

WHEREAS, pursuant to Article 14 of the Contract, amendments, changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization; and

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

AGREEMENT

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

- II. The Services to be Provided by the Engineer that were set out in the original Attachment "B" of the Work Authorization are hereby amended, changed and modified as shown in the attached revised Attachment "B" (must be attached).
- III. The Work Authorization shall terminate on December 31, 2018. The Services to be Provided by the Engineer shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The revised Work Schedule is attached hereto as Attachment "C" (must be attached).
- IV. The maximum amount payable for this Work Authorization is decreased from \$555,027 to \$532,040.

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

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

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

ENGINEER:

By: BDR
Signature

Brian Rice
Printed Name

Vice President
Title

9/12/17
Date

COUNTY:

By: _____
Signature

Printed Name

Title

Date

OK
9/12/2017

LIST OF ATTACHMENTS

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment B - Services to be provided by Engineer

The following general tasks in the original scope of work are proposed to be de-scoped.

- **Public Engagement:** The remaining scope and fee associated with public outreach including facilitation of 1 public meeting (Public Open House Meeting 2) and associated maintenance of public engagement information (-\$22,272).
- **Reimbursable:** The remaining reimbursable fees were not required to perform the project (-\$715).

Total Fee to be de-scoped:

Public Engagement: <\$22,272>

Reimbursable: <\$ 715>

Total: <\$22,987>

Attachment C – Work Schedule

<u>Milestone</u>	<u>Task Description</u>	<u>Begin Date</u>	<u>End Date</u>
Task 1	Project Management	10/1/14	12/31/18

RECEIVED

SEP 12 2017

BY:

PSI

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

WILLIAMSON COUNTY ROAD BOND PROJECT:

TH 35 Frontage Road Conversions
(Bud Stockert Loop to FM 972)

This Supplemental Work Authorization No. 1 to Work Authorization No. 2 is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated October 10, 2014 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Binkley & Barfield, Inc. (the "Engineer").

WHEREAS, the County and the Engineer executed Work Authorization No. 2 dated effective December 8, 2015 (the "Work Authorization");

WHEREAS, pursuant to Article 14 of the Contract, amendments, changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization; and

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

AGREEMENT

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

- II. The Services to be Provided by the Engineer that were set out in the original Attachment "B" of the Work Authorization are hereby amended, changed and modified as shown in the attached revised Attachment "B" (must be attached).
- III. The Work Authorization shall terminate on December 31, 2019. The Services to be Provided by the Engineer shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The revised Work Schedule is attached hereto as Attachment "C" (must be attached).
- IV. The maximum amount payable for this Work Authorization is increased from \$1,400,478 to \$1,739,752.

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

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

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

ENGINEER:

By: 
Signature

Brian Rice
Printed Name

Vice President
Title

9/11/17
Date

COUNTY:

By: _____
Signature

Printed Name

Title

Date

*OK
my 9/12/2017*

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

The general tasks below, not in the original scope of work, are proposed to be added to this WA:

- **Prior Modifications:**
 - Additional ramps preliminary design: We were asked to design two additional ramps south of Bud Stockton (SB entrance ramp and NB exit ramp) that were not part of the original schematic during the preliminary design phases. TxDOT requested later for the ramps to be removed from the Schematic and PS&E (*added Jan 2016 / removed May 2016*).
 - Ramp spacing modifications to address FHWA's comments: The initial scope was developed per the 2005 conceptual schematic provided by TxDOT. The initial ramp spacing was based on the 2005 schematic and design development followed the minimum RDM requirements for 3-lanes on IH-35. After the initial layout TxDOT requested the new ramps to be laid out based on Ultimate Gore locations; a 60 MPH design speed for the ramps; no auxiliary lanes between ramp connections; 2,000 ft. spacing between ramps; a future 5-lane interstate section with an additional outside auxiliary lane; and a planned widening for future C-D roads was also evaluated and accommodated for in the current design (*March 2016*).
 - Ramp RSX1 relocation: The RSX1 ramp was designed in accordance with the 2005 schematic location. It was later relocated further north (400 ft.) to accommodate a TxDOT request in response to public comments and two additional driveways were added to the schematic and PS&E after the March 2016 submittal (*Aug 2016*).

1. Assessment & Evaluation for Design Exceptions / Waivers / Variances

- **New Tasks:**
 - Alternative analyses at Bud Stockton and at CR 143 to provide auxiliary lanes between entrance and exit ramps at Bud Stockton and at CR 143. TxDOT requested that several alternatives be developed at these two locations including cost estimates and safety analyses in response to TxDOT's request to decide whether an auxiliary lane could be added between ramps.
 - NB and SB Frontage Road profiles: A best-fit analysis will be conducted to review the existing vertical curve profiles based on a 40 MPH design speed and to ascertain whether they meet current TxDOT design standards.
 - Mainlane best-fit or as-built existing profile analysis against the existing TxDOT RDM criteria for the full length of the project and adjacent to ramp connections and new auxiliary lanes. TxDOT has requested the existing profiles to be added to the schematic in areas outside the limits of the ramp tie-ins.

- NB and SB Frontage Road Cross-Slope Analysis: The analysis will review the existing and proposed frontage road cross-slopes outside the limits of the ramp tie-in locations.

2. Design Exception and Waivers Development

- The Engineer shall prepare a Request for each Design Exception and Waiver identified.
 - Auxiliary lanes at the CR 143 Bridge: The addition of a NB and SB auxiliary lane at the bridge, accomplished by widening I-35 pavement and restriping to narrow the existing inside shoulder. This work will include construction of a vehicle deflection wall at the outside pier columns of the bridge. A TxDOT standard to will be used for the design of the deflection wall. Per TxDOT, the following section will be used: 4' inside shoulders (2' at bridge), 12' lanes & 10' outside shoulder.
 - NB and SB Frontage Road shoulders: The analysis will review the existing and present design standard shoulder widths on the frontage roads outside the limits of the ramp tie-ins. Submit design exceptions and waivers for areas along the NBFR and SBFR that do not meet 3R criteria for shoulders. No design changes will be made to the existing conditions per TxDOT.
 - NB and SB Frontage Rd. superelevations: The analysis will review the existing superelevations against the existing design standard on the frontage roads outside the limits of the ramp tie-ins. Submit design exceptions and waivers for areas along the NBFR and SBFR that do not meet 3R criteria for superelevations. No design changes will be made to the existing conditions per TxDOT.
 - Bridge Center Column at Bud Stockton: The Engineer shall prepare a Design Exception Request for the reduced inside shoulder at the existing Bud Stockton Bridge. The mainline inside shoulder will be less than required for a short distance due to the existing bridge center columns. Per TxDOT, the design will keep existing 8' inside shoulder as is.

3. Design Development (Schematic and Final PS&E)

- Addition of auxiliary lanes and retaining walls at Bud Stockton Loop: The design of auxiliary lanes between ramp connections including additional retaining walls, drainage improvements, roadway plans, and cross sections. The Engineer will evaluate design alternatives for retaining wall locations and drainage improvements to add the auxiliary lanes. The additional lane will be added by removing a portion of the existing rip rap and embankment by placing low retaining walls, not at the

ultimate location, to provide space sufficient for the 12' auxiliary lanes only while keeping the existing bridge in place.

- Addition of auxiliary lanes and deflection walls at CR 143: The design of auxiliary lanes between ramp connections, including new deflection walls, drainage improvements, roadway plans, and cross sections. The additional lane will be added by widening I-35 and restriping it for the reduced inside shoulder while keeping the existing bridge in place.

4. Additional Tasks

- Update schematic to include new auxiliary lanes at Bud Stockton and CR 143. Includes responding to comments once from TxDOT/GEC Schematic Review and responding to comments once from TxDOT/GEC PS&E Review.
- New TxDOT schematic checklist. The latest 12-page schematic design checklist from TxDOT was received in May 2017, compared to the previous checklist, submitted in May 2016, with only 4 pages. BBI needs additional time to review, respond to, and incorporate some additional items in written text on checklist or on schematic as necessary.
- Repackage 100% submittal. The 100% submittal, submitted in April 2017, will need to be resubmitted due to the additional changes due to FHWA and TxDOT requirements required by this SWA.
- Pre-Letting Plan for delayed construction start (March 2019 letting schedule). BBI will develop a pre-letting plan, including incorporation into the PS&E documents and construction schedule. This will require update to general notes, standards, bid items, etc.

5. Additional Topographic Survey:

- Perform and review additional survey north of Bud Stockton to facilitate additional auxiliary lanes per TxDOT/FHWA requirements.

6. IAJR and Traffic Operation:

- Updates to IAJR to facilitate additional auxiliary lanes at Bud Stockton and CR 143 per TxDOT/FHWA requirements.
- ISATe analysis for inclusion with design exception requests.

7. Drainage Design:

- Design and review of ramp design, aux lane at Bud Stockton and CR 143 to facilitate additional auxiliary lanes per TxDOT/FHWA requirements.

8. Geotechnical Investigations:

- Geotechnical investigations and report to facilitate retaining walls and pavement additions at CR 143 and Bud Stockton to facilitate additional auxiliary lanes.

9. Environmental Reevaluation:

- Environmental Document Reevaluation to address geometry changes on the schematic and adding auxiliary lanes at Bud Stockton Loop.

WA 2 Exclusions:

- Scope of work does not include construction phase services for previous proposal scope of work items.
- Scope does not include any modifications to the existing bridge designs at Bud Stockton and CR 143.
- Additional design work required due to rejection of design exceptions and waivers.

Total Fee to be added:

Project Management:	\$ 26,246
QA/QC:	\$ 14,795
Schematic & PS&E:	\$165,600
Survey:	\$ 12,500
IAJR & Traffic Operation:	\$ 60,083
Drainage:	\$ 27,739
Geotechnical:	\$ 21,160
Environmental:	\$ 9,459
<u>Reimbursable:</u>	<u>\$ 1,693</u>
Total:	\$339,274

Attachment C – Work Schedule

<u>Milestone</u>	<u>Task Description</u>	<u>Begin Date</u>	<u>End Date</u>
Task 1	Project Management	9/27/17	3/31/19
Task 2	Data Collection	9/27/17	11/1/17
Task 3	Schematic and Environmental Revisions	10/19/17	5/1/18
Task 4	PS&E Design Phase Services	1/12/18	6/16/18
Task 5	Letting Phase	On TxDOT Letting Schedule for March 2019	

ATTACHMENT D - WA #2

PRIME PROVIDER NAME: BinMey & Barfield, Inc.
 PROJECT NAME: IH-35 Frontage Road Conversion - Bud Stockton Loop to FM 972
 Work Authorization #2 - IH-35 Frontage Road Conversions
 9/07/2017

TASK NO./DESCRIPTION	GRAND TOTAL						TASK TOTAL
	BBI	LJA	Alliance	CozMcLain	Inland	Raba-Kisner	
I. PROJECT MANAGEMENT							
SUBTOTAL	\$ 20,838	\$ 2,013	\$ 3,585				\$ 26,246
II. QA / QC AND PROJECT SPECIFIC QA/QC PLA:							
SUBTOTAL	\$ 9,400	\$ 8,335					\$ 14,765
III. PRG SCHEM / PRELIM AND RDWY DESIGN (60.00 & 160.00)							
SUBTOTAL	\$ 140,845	\$ 24,755					\$ 165,600
IV. TOPOGRAPHIC AND ROW SURVEYS							
SUBTOTAL	\$ 1,201				\$ 11,299		\$ 12,500
V. I&R & TRAFFIC OPERATIONS							
SUBTOTAL	\$ 8,056		\$ 52,023				\$ 60,083
VI. DRAINAGE							
SUBTOTAL	\$ 3,884	\$ 23,855					\$ 27,739
VII. PUBLIC INVOLVEMENT							
SUBTOTAL	\$ -						\$ -
VIII. GEOTECHNICAL							
SUBTOTAL	\$ 855					\$ 20,205	\$ 21,160
IX. ENVIRONMENTAL							
SUBTOTAL	\$ 1,544			\$ 7,815			\$ 9,459
X. BID PHASE SERVICES							
SUBTOTAL	\$ -						\$ -
TOTAL LABOR FOR DESIGN SERVICES							
	\$ 165,585	\$ 56,958	\$ 55,620	\$ 7,915	\$ 11,299	\$ 20,205	\$ 337,541
PROJECT EXPENSE ESTIMATE							
	\$ 853			\$ 840			\$ 1,693
TOTAL PROJECT COST							
	\$ 166,438	\$ 56,958	\$ 55,620	\$ 8,755	\$ 11,299	\$ 20,205	\$ 339,274

TASK DESCRIPTION	PRINCIPAL	SR PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	EST	PRODUCTION MANAGER	SR CAD MANAGER	CAD OPERATOR	CLERICAL	TOTAL LABOR HRS & COSTS
1. Preliminary Management											
2. Preliminary Construction Plans	2	6	4	4							14
3. Preliminary Construction Plans		6	4	4							14
4. Perform Construction with Subcontractors		4	4	4							12
CURS SUB-TOTALS	12	78	14	0	0	0	0	0	0	0	107
CONTRACT RATE PER HOUR	\$21.00	\$207.00	\$186.00	\$115.00	\$85.00	\$50.00	\$200.00	\$100.00	\$65.00	\$65.00	\$3,738.00
TOTAL LABOR COSTS	\$252.00	\$15,756.00	\$2,604.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20,616.00
PERCENTAGE OF STAFFING	11.78%	14.31%	13.73%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%
SUB-TOTAL											

TASK DESCRIPTION	PRINCIPAL	SR PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	EST	PRODUCTION MANAGER	SR CAD MANAGER	CAD OPERATOR	CLERICAL	TOTAL LABOR HRS & COSTS
5. Final Design and Production Documents	2	2	6	4							19
6. Final Design and Production Documents		2	4	10	18						37
CURS SUB-TOTALS	4	4	10	22	18	0	0	0	0	0	49
CONTRACT RATE PER HOUR	\$21.00	\$207.00	\$186.00	\$115.00	\$85.00	\$50.00	\$200.00	\$100.00	\$65.00	\$65.00	\$4,400.00
TOTAL LABOR COSTS	\$84.00	\$828.00	\$1,860.00	\$2,530.00	\$1,530.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,792.00
PERCENTAGE OF STAFFING	8.13%	11.26%	12.50%	11.67%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%
SUB-TOTAL											

TASK DESCRIPTION	PRINCIPAL	SR PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	EST	PRODUCTION MANAGER	SR CAD MANAGER	CAD OPERATOR	CLERICAL	TOTAL LABOR HRS & COSTS
7. Final Design and Production Documents	1			24							24
8. Final Design and Production Documents		3	6	22							47
9. Final Design and Production Documents		3	2	6							27
10. Final Design and Production Documents		1	1	6							29
11. Final Design and Production Documents		6	6	20							38
12. Final Design and Production Documents		4	4	6							18
13. Final Design and Production Documents		4	4	16							24
14. Final Design and Production Documents		6	6	6							20
15. Final Design and Production Documents		6	6	6							20
16. Final Design and Production Documents		6	6	6							20
17. Final Design and Production Documents		6	6	6							20
18. Final Design and Production Documents		6	6	6							20
19. Final Design and Production Documents		6	6	6							20
20. Final Design and Production Documents		6	6	6							20
21. Final Design and Production Documents		6	6	6							20
22. Final Design and Production Documents		6	6	6							20
23. Final Design and Production Documents		6	6	6							20
24. Final Design and Production Documents		6	6	6							20
25. Final Design and Production Documents		6	6	6							20
26. Final Design and Production Documents		6	6	6							20
27. Final Design and Production Documents		6	6	6							20
28. Final Design and Production Documents		6	6	6							20
29. Final Design and Production Documents		6	6	6							20
30. Final Design and Production Documents		6	6	6							20
31. Final Design and Production Documents		6	6	6							20
32. Final Design and Production Documents		6	6	6							20
33. Final Design and Production Documents		6	6	6							20
34. Final Design and Production Documents		6	6	6							20
35. Final Design and Production Documents		6	6	6							20
36. Final Design and Production Documents		6	6	6							20
37. Final Design and Production Documents		6	6	6							20
38. Final Design and Production Documents		6	6	6							20
39. Final Design and Production Documents		6	6	6							20
40. Final Design and Production Documents		6	6	6							20
41. Final Design and Production Documents		6	6	6							20
42. Final Design and Production Documents		6	6	6							20
43. Final Design and Production Documents		6	6	6							20
44. Final Design and Production Documents		6	6	6							20
45. Final Design and Production Documents		6	6	6							20
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73. Final Design and Production Documents		6	6	6							20
74. Final Design and Production Documents		6	6	6							20
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76. Final Design and Production Documents		6	6	6							20
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79. Final Design and Production Documents		6	6	6							20
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88. Final Design and Production Documents		6	6	6							20
89. Final Design and Production Documents		6	6	6							20
90. Final Design and Production Documents		6	6	6							20
91. Final Design and Production Documents		6	6	6							20
92. Final Design and Production Documents		6	6	6							20
93. Final Design and Production Documents		6	6	6							20
94. Final Design and Production Documents		6	6	6							20
95. Final Design and Production Documents		6	6	6							20
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97. Final Design and Production Documents		6	6	6							20
98. Final Design and Production Documents		6	6	6							20
99. Final Design and Production Documents		6	6	6							20
100. Final Design and Production Documents		6	6	6							20
101. Final Design and Production Documents		6	6	6							20
102. Final Design and Production Documents		6	6	6							20
103. Final Design and Production Documents		6	6	6							20
104. Final Design and Production Documents		6	6	6							20
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118. Final Design and Production Documents		6	6	6							20
119. Final Design and Production Documents		6	6	6							20
120. Final Design and Production Documents		6	6	6							20
121. Final Design and Production Documents		6	6	6							20
122. Final Design and Production Documents		6	6	6							20
123. Final Design and Production Documents		6	6	6							20
124. Final Design and Production Documents											

Attachment D - WA #2
 RATE SCHEDULE
 Binkley & Barfield - Prime
 Schematic Development, Preliminary Design, Final Design and Construction Documents
 PRIME PROVIDER NAME: Binkley & Barfield, Inc.
 PROJECT NAME: IH-35 Frontage Road Conversion - Bud Stockett Loop to FM 972
 Work Authorization #2 - IH-35 Frontage Road Conversions
 8/07/2017

TASK DESCRIPTION	PRINCIPAL	% PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	ETT	PRODUCTION MANAGER	% CAD MANAGER	CAD OPERATOR	CLERICAL	TOTAL LABOR HRS & COSTS
VI. ADDITIONAL WORK/CHANGES AND NEW SUBVENTS REVIEW											
ALSO SEE ALLIANCES TRADE COSTS ESTIMATE FOR IUR											
1. Review Change Order		8.5%		2				2			4.8
2. Review Change Order		8.5%		2				2			4.4
WORKS SUB-TOTAL \$											
CONTRACT RATE PER HOUR	\$171.00		\$118.00	\$110.00	\$115.00	\$99.00	\$203.00	\$202.00	\$95.00	\$65.00	\$1,871.00
TOTAL LABOR COSTS	\$0.00	\$320.00	\$0.00	\$603.00	\$51.00	\$0.00	\$403.00	\$403.00	\$85.00	\$0.00	\$1,871.00
% DISTRIBUTION OF PROFITS	0.00%	11.11%	0.00%	44.44%	0.00%	0.00%	0.00%	44.44%	0.00%	0.00%	
SUB-TOTAL											\$1,299.00

TASK DESCRIPTION	PRINCIPAL	% PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	ETT	PRODUCTION MANAGER	% CAD MANAGER	CAD OPERATOR	CLERICAL	TOTAL LABOR HRS & COSTS
VII. PLAN AND TRAFFIC CONTROL DESIGN											
ALSO SEE ALLIANCES TRADE COSTS ESTIMATE FOR IUR											
1. Design Plan and Traffic Control		4%		2							8
2. Review Technical Means of the Work				2							8
3. Review Plans and Specifications				2							8
4. Review Plans and Specifications				2							8
WORKS SUB-TOTAL \$											
CONTRACT RATE PER HOUR	\$771.00		\$118.00	\$110.00	\$115.00	\$99.00	\$203.00	\$202.00	\$95.00	\$65.00	\$4,156.00
TOTAL LABOR COSTS	\$0.00	\$3112.00	\$0.00	\$603.00	\$51.00	\$0.00	\$403.00	\$403.00	\$85.00	\$0.00	\$4,156.00
% DISTRIBUTION OF PROFITS	0.00%	47.88%	0.00%	1.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	
SUB-TOTAL											\$4,156.00

TASK DESCRIPTION	PRINCIPAL	% PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	ETT	PRODUCTION MANAGER	% CAD MANAGER	CAD OPERATOR	CLERICAL	TOTAL LABOR HRS & COSTS
VIII. DRAINAGE DESIGN											
ALSO SEE ALLIANCES TRADE COSTS ESTIMATE											
1. Drainage Design		4%		2							8
2. Review Technical Means of the Work				2							8
WORKS SUB-TOTAL \$											
CONTRACT RATE PER HOUR	\$271.00		\$118.00	\$110.00	\$115.00	\$99.00	\$203.00	\$202.00	\$95.00	\$65.00	\$1,146.00
TOTAL LABOR COSTS	\$0.00	\$804.00	\$0.00	\$603.00	\$51.00	\$0.00	\$403.00	\$403.00	\$85.00	\$0.00	\$1,146.00
% DISTRIBUTION OF PROFITS	0.00%	66.87%	0.00%	33.13%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	
SUB-TOTAL											\$1,146.00

FEE SCHEDULE WA#4 (ALLIANCE TRANSPORTATION GROUP)

PRIME PROVIDER NAME: Binkley & Barfield, Inc.
 PROJECT NAME: IH-35 Frontage Road Conversion - Bud Stockton Loop to FM 972
 Work Authorization #2 - IH-35 Frontage Road Conversions
 9/07/2017

TASK DESCRIPTION	SENIOR PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	EIT	CONTROLLER	CLERICAL	TOTAL LABOR HRS. & COSTS	NO OF DWGS	LABOR HRS PER SHEET
I. PROJECT MANAGEMENT									
2.1 Progress Reports (up to 12 months)		6			6	6	18		
2.2 Invoices (up to 12 months)		6			6	6	18		
II. I.A.R. TRAFFIC OPERATIONS / Pavement Markings									
1.a. Analysis									
1.a.1 Traffic Forecasting (includes TDM turns)	22	24	24	32			102		
1.a.2 HCS Analysis Auxiliary Lanes	1	4	8	16			29		
1.a.3 Consign Analysis Auxiliary Lanes	1	4	8	24			37		
1.a.4 Safety Assessment									
1.a.4.a Crash Mitigations Factor (CMF) Development	1	2	4	6			15		
1.a.4.b ISAT Safety Analysis (up to 4 locations)	4	10	20	48			80		
1.a.1 Final Technical Memorandum	6	8	8	24		4	50		
1.d.1 Update I.A.R. based on new FHWA policy	4	8	8	24			44		
1.d.2 I.A.R. Review (up to 2 launches)	4	12	16	48			80		
1.d.3 Final I.A.R.	2	4	4	8		4	22		
III. SUB-TOTALS	45	88	100	250	12	20	495	0	
CONTRACT RATE PER HOUR	226.44	162.83	112.05	77.81	90.27	48.89			
TOTAL LABOR COSTS	\$10,169.80	\$14,311.44	\$11,205.00	\$17,898.30	\$1,081.24	\$933.60	\$55,619.58		
% DISTRIBUTION OF STAFFING	9.08%	17.78%	20.20%	48.46%	2.42%	4.04%			
SUBTOTAL (V. TRAFFIC OPERATIONS)							\$55,619.58		
OTHER DIRECT EXPENSES (VI. TRAFFIC OPERATIONS)									
Mileage (6 of miles) (current state rate)	\$0.565						\$0.00		
Photocopies BW (8.5 X 11)	\$0.10						\$0.00		
Photocopies BW (11 X 17)	\$0.25						\$0.00		
Photocopies Color (8.5 X 11)	\$1.50						\$0.00		
Photocopies Color (11 X 17)	\$2.00						\$0.00		
SUBTOTAL DIRECT EXPENSES							\$0.00		
SUMMARY - ALLIANCE T.G.									
TOTAL LABOR COSTS FOR ALLIANCE ONLY							\$55,619.58		
NON-SALARY (OTHER DIRECT EXPENSES) FOR ALLIANCE ONLY							\$0.00		
ALLIANCE GRAND TOTAL							\$55,619.58		

**EXHIBIT D
RATE SCHEDULE
Inland Geodetics - ROW and Topo Survey**

PRIME PROVIDER NAME: Binkley & Berfield, Inc.
 PROJECT NAME: IH-36 Frontage Road Conversion - Bud Stockton Loop to FM 972
 Work Authorization #2 - IH-36 Frontage Road Conversions
 9/07/2017

SERVICE	2 CREW	3 CREW	4 CREW	ADD	PM	RPLS	ICPS	TECH	GPS TECH	ADMIN	TOTAL	GPS REC. (3 Stations/Year)	VEHICLES (Subs/Days)	ATV (1850 lbs/Day)	TOTAL
DATE / HOUR	\$ / HR	\$ / HR	\$ / HR	\$ / HR	\$ / HR	\$ / HR	\$ / HR	\$ / HR	\$ / HR	\$ / HR	\$ / HR	# of Units	# of Units	# of Days	\$ / HR
ADMIN MOBILIZATION															
MEETINGS															
PRIMARY CONTROL															
SECONDARY CONTROL															
LEVELS															
ROW ANALYSIS															
ROW PRODUCTS															
ADDITIONAL SERVICES - RAMP															
PROCESSING DELIVERABLES															
OTHER SURVEY/TWO TASKS															
MISCELLANEOUS															
SUBTOTAL															
REBURSEABLE ITEMS															
REBURSEABLE SERVICES															
ESTIMATED FEE															



**SUPPLEMENTAL WORK AUTHORIZATION NO. 1
TO
WORK AUTHORIZATION NO. 3**

WILLIAMSON COUNTY ROAD BOND PROJECT:

Ronald Reagan Blvd. at IH 35 Final Design

This Supplemental Work Authorization No. 1 to Work Authorization No. 3 is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated October 10, 2014 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Binkley & Barfield, Inc. (the "Engineer").

WHEREAS, the County and the Engineer executed Work Authorization No. 3 dated effective June 14, 2016 (the "Work Authorization");

WHEREAS, pursuant to Article 14 of the Contract, amendments, changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization; and

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

AGREEMENT

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

- II. The Services to be Provided by the Engineer that were set out in the original Attachment "B" of the Work Authorization are hereby amended, changed and modified as shown in the attached revised Attachment "B" (must be attached).
- III. The Work Authorization shall terminate on December 31, 2019. The Services to be Provided by the Engineer shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The revised Work Schedule is attached hereto as Attachment "C" (must be attached).
- IV. The maximum amount payable for this Work Authorization is increased from \$724,504 to \$807,245.

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

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

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

ENGINEER:

By: BDR
Signature

Brian Rice
Printed Name

Vice President
Title

9/14/17
Date

COUNTY:

By: _____
Signature

Printed Name

Title

Date

OK
M 9/12/2017

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

The general tasks below, not in the original scope of work, are proposed to be added to this WA:

- **Prior Modifications:**
 - There were several iterations of the frontage road configurations to meet TxDOT construction phasing requirements. BBI has agreed to accept several iterations as part of design refinement. However, there were multiple iterations, the most significant being that TxDOT wanted to maintain 2 lanes on the frontage roads for possible I-35 closures and reconsidered the original TCP later to only keep one open lane on the frontage roads.
 - Following development of construction phasing plans that provided 1-lane frontage roads, TxDOT requested that 2-lanes of traffic be maintained on the NB and SB frontage roads at all times, 2-way traffic on the existing bridge and 1-way traffic on the new EB bridge during construction. WB and SB traffic from CR 311 was to be routed north to Bud Stockton Loop and back to the Ronald Reagan interchange.
 - After the 60% submittal review, TxDOT changed their construction traffic control and construction phasing requirements to allow 1-lane of traffic on the frontage roads during mainlane closures, 2-way traffic on the existing bridge and 1-way traffic on the new EB bridge during construction. This did not change the WB and SB detour from CR 311 to Bud Stockton.
 - Following the 90% submittal, TxDOT reconsidered the original TCP design to allow continuous access to the gas station with 1 lane of traffic on the frontage roads and allowing 2-way traffic on the new EB bridge with a 2-way detour between the new EB and WB Ronald Reagan alignments during construction. This created revisions to the TCP, construction phasing, detour lane design, and added significant effort to provide submittal modifications.
 - Modify the pavement section to include Portland cement concrete pavement (PCCP) in the interchange, 500' before each bridge, between the bridges, extending past the second bridge 200'. This change from AC pavement to PCC pavement after 60% design created significant impact to the quantities, typical sections, construction phasing, quantities, and affected the construction schedule and construction cost estimate.
 - The Engineer prepared an alternative analysis for the temporary incorporation of an interim auxiliary lane underneath the existing Ronald Reagan bridge prior to the construction of this project.
- **New Tasks:**

- The Engineer shall prepare a Design Exception Request for the inside shoulders at the proposed Ronald Reagan Bridge. The mainline inside shoulders will be less than required for a short distance due to existing and proposed bridge center columns. Per TxDOT, the design will keep the existing 8' inside shoulder as is.
- Updated TxDOT schematic checklist. The latest design checklist from TxDOT was received in May 2017 with over 12 pages of items needing to be on the schematic drawings, compared to the previous checklist, submitted in May 2016, with only 4 pages. BBI needs additional time to include the additional items shown on the new TxDOT schematic checklist.
- Pre-Letting Plan for delayed construction start (September 2019 letting schedule). BBI will develop a pre-letting plan, including incorporation into the PS&E documents and construction schedule. This will require update to general notes, standards, bid items, etc.

WA 3 Exclusions:

- Scope of work does not include construction phase services for previous proposal scope of work items.
- Additional design work required due to rejection of design exception.

Total Fee to be added:

Project Management:	\$20,729
QA/QC:	\$ 6,286
Schematic & PS&E:	\$49,437
Drainage Design:	\$ 5,850
<u>Reimbursable:</u>	<u>\$ 439</u>
Total:	\$82,741

Attachment C – Work Schedule

<u>Milestone</u>	<u>Task Description</u>	<u>Begin Date</u>	<u>End Date</u>
Task 1	Project Management	9/27/17	9/30/19
Task 2	Schematic and Environmental Revisions	9/27/17	2/12/18
Task 3	PS&E Design Phase Services	12/8/17	5/10/18
Task 4	Letting Phase	On TxDOT Letting Schedule for September 2019	

ATTACHMENT D - WA 43

PRIME PROVIDER NAME: Binkley & Barfield, Inc.
 PROJECT NAME: IH-35 @ Ronald Reagan Blvd
 Work Authorization #3 - Final Design Ronald Reagan Blvd
 9/7/2017

Final Design Ronald Reagan Blvd	GRAND TOTAL	BBI	LJA	Alliance	CosMcLain	Inland	Riba-Misher	CD&P	TASK TOTAL
TASK NO/DESCRIPTION									
I. PROJECT MANAGEMENT									
SUBTOTAL		\$19,601	\$1,128						\$20,729
II. QAVC AND PROJECT SPECIFIC QA/QC PLAN									
SUBTOTAL		\$6,216							\$6,216
III. RR SCHEMATIC PRELIMINARY AND ROADWAY DESIGN REVISIONS (100%)									
SUBTOTAL		\$49,437							\$49,437
IV. ADDITIONAL TOPOGRAPHIC AND ROW SURVEYS REVIEW									
SUBTOTAL		\$0							\$0
V. IAJR AND TRAFFIC OPERATIONS UPDATES									
SUBTOTAL		\$0							\$0
VI. DRAINAGE DESIGN									
SUBTOTAL		\$0	\$5,850						\$5,850
VII. PUBLIC INVOLVEMENT									
SUBTOTAL		\$0							\$0
VIII. GEOTECHNICAL INVESTIGATIONS AND REPORT									
SUBTOTAL		\$0							\$0
IX. ENVIRONMENTAL STUDIES AND REPORT									
SUBTOTAL		\$0							\$0
X. BID PHASE SERVICES									
SUBTOTAL		\$0							\$0
TOTAL LABOR FOR DESIGN SERVICES	\$	\$75,324	\$6,078						\$81,402
PROJECT EXPENSE ESTIMATE	\$	\$439	\$439						\$819
TOTAL PROJECT COST	\$	\$75,324	\$7,417						\$82,741

Attachment D - WA #3
RATE SCHEDULE
Binkley & Barfield - Prime
Schematic Development, Preliminary Design, Final Design and Construction Documents

PRIME PROVIDER NAME: Binkley & Barfield, Inc.
PROJECT NAME: IH-35 @ Ronald Reagan Blvd
Work Authorization #3 - Final Design Ronald Reagan Blvd
#7/2017

TASK DESCRIPTION	PRINCIPAL	S1. PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	ETT	PRODUCTION MANAGER	S2. CAD MANAGER	CAD OPERATOR	CLERICAL	TOTAL LABOR HRS. & COSTS
3. PROJECT MANAGEMENT											
1. Project Coordination with County, RTTB and TDDOT (Jan-Oct 2017)	1	5	1								11
2. General Administration, internal progress meetings (EIT), including Sub-Contractor Coordination	2	40	20								62
3. Assist Weekly Program Meetings	3	3	2								5
4. Partner Coordination with Stakeholders	4										8
HOURS SUB-TOTALS		66	28	0	0	0	0	0	0	0	98
CONTRACT RATE PER HOUR	\$231.00	\$197.00	\$199.00	\$116.00	\$115.00	\$95.00	\$302.00	\$100.00	\$45.00	\$45.00	\$19,801.00
TOTAL LABOR COSTS	\$1,135.00	\$1,236.00	\$5,582.00	\$3,500.00	\$3,500.00	\$2,850.00	\$9,060.00	\$3,000.00	\$2,250.00	\$2,250.00	\$19,801.00
% DISTRIBUTION OF STAFFING	9.25%	16.51%	27.28%	17.68%	17.68%	14.65%	45.75%	15.15%	11.36%	11.36%	
SUBTOTAL											\$19,801.00

TASK DESCRIPTION	PRINCIPAL	S1. PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	ETT	PRODUCTION MANAGER	S2. CAD MANAGER	CAD OPERATOR	CLERICAL	TOTAL LABOR HRS. & COSTS
5. I-35 @ Ronald Reagan Blvd, Final Schematic and P&ID (Supplemental WA-52041)											
1. I-35 @ Ronald Reagan Blvd, Final Schematic and P&ID (Supplemental WA-52041)	2	4	12	18							36
HOURS SUB-TOTALS		4	12	18	0	0	0	0	0	0	36
CONTRACT RATE PER HOUR	\$231.00	\$197.00	\$199.00	\$116.00	\$115.00	\$95.00	\$302.00	\$100.00	\$45.00	\$45.00	\$4,248.00
TOTAL LABOR COSTS	\$924.00	\$2,368.00	\$2,228.00	\$2,088.00	\$1,725.00	\$1,800.00	\$3,060.00	\$1,000.00	\$450.00	\$450.00	\$4,248.00
% DISTRIBUTION OF STAFFING	21.75%	55.33%	52.94%	50.00%	41.67%	45.00%	76.92%	25.00%	11.36%	11.36%	
SUBTOTAL											\$4,248.00

TASK DESCRIPTION	PRINCIPAL	S1. PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	ETT	PRODUCTION MANAGER	S2. CAD MANAGER	CAD OPERATOR	CLERICAL	TOTAL LABOR HRS. & COSTS
6. I-35 @ Ronald Reagan Blvd, Final Schematic and P&ID (Supplemental WA-52041)											
1. I-35 @ Ronald Reagan Blvd, Final Schematic and P&ID (Supplemental WA-52041)	1	1	2	17							20
2. I-35 @ Ronald Reagan Blvd, Final Schematic and P&ID (Supplemental WA-52041)	2	5	6	8							20
3. I-35 @ Ronald Reagan Blvd, Final Schematic and P&ID (Supplemental WA-52041)	3	0	0	0							0
4. I-35 @ Ronald Reagan Blvd, Final Schematic and P&ID (Supplemental WA-52041)	4	0	0	0							0
HOURS SUB-TOTALS		6	18	25	0	0	0	0	0	0	49
CONTRACT RATE PER HOUR	\$231.00	\$197.00	\$199.00	\$116.00	\$115.00	\$95.00	\$302.00	\$100.00	\$45.00	\$45.00	\$5,271.00
TOTAL LABOR COSTS	\$1,386.00	\$3,546.00	\$4,983.00	\$2,900.00	\$2,825.00	\$2,275.00	\$9,060.00	\$3,000.00	\$2,250.00	\$2,250.00	\$5,271.00
% DISTRIBUTION OF STAFFING	26.29%	67.21%	94.51%	58.40%	55.00%	50.00%	76.92%	25.00%	11.36%	11.36%	
SUBTOTAL											\$5,271.00

TASK DESCRIPTION	PRINCIPAL	Sr. PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	EIT	PRODUCTION MANAGER	Sr. CADD MANAGER	CADD OPERATOR	CLERICAL	TOTAL LABOR HRS. & COSTS
1. ADDITIONAL TOPOGRAFC AND BROW SURVEYS REVIEW	0	0	0	0	0	0	0	0	0	0	0
HOURS SUB-TOTALS	0	0	0	0	0	0	0	0	0	0	0
CONTRACT RATE PER HOUR	\$231.00	\$201.00	\$180.00	\$150.00	\$115.00	\$85.00	\$300.00	\$100.00	\$45.00	\$15.00	0
TOTAL LABOR COSTS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
% DISTRIBUTION OF STAFFING											
SUBTOTAL											\$0.00

TASK DESCRIPTION	PRINCIPAL	Sr. PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	EIT	PRODUCTION MANAGER	Sr. CADD MANAGER	CADD OPERATOR	CLERICAL	TOTAL LABOR HRS. & COSTS
1. LAKE AND TRAPPE OPERATIONS UTILITIES	0	0	0	0	0	0	0	0	0	0	0
HOURS SUB-TOTALS	0	0	0	0	0	0	0	0	0	0	0
CONTRACT RATE PER HOUR	\$231.00	\$201.00	\$180.00	\$150.00	\$115.00	\$85.00	\$300.00	\$100.00	\$45.00	\$15.00	0
TOTAL LABOR COSTS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
% DISTRIBUTION OF STAFFING											
SUBTOTAL											\$0.00

TASK DESCRIPTION	PRINCIPAL	Sr. PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	EIT	PRODUCTION MANAGER	Sr. CADD MANAGER	CADD OPERATOR	CLERICAL	TOTAL LABOR HRS. & COSTS
1. DRAINAGE DESIGN	0	0	0	0	0	0	0	0	0	0	0
ALSO SEE LIA DRAINAGE FEE ESTIMATE											
1. REVIEW DRAINAGE DESIGN TO COORDINATE WITH RAMP DESIGN	0	0	0	0	0	0	0	0	0	0	0
HOURS SUB-TOTALS	0	0	0	0	0	0	0	0	0	0	0
CONTRACT RATE PER HOUR	\$231.00	\$201.00	\$180.00	\$150.00	\$115.00	\$85.00	\$300.00	\$100.00	\$45.00	\$15.00	0
TOTAL LABOR COSTS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
% DISTRIBUTION OF STAFFING											
SUBTOTAL											\$0.00

TASK DESCRIPTION	PRINCIPAL	Sr. PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	EIT	PRODUCTION MANAGER	Sr. CAD OPERATOR	CAD OPERATOR	CLERICAL	TOTAL LABOR HRS. & COSTS
NE PUBLIC INVOLVEMENT ALSO SEE RFP PUBLIC INVOLVEMENT FEE ESTIMATE											0
1. PUBLIC OUTREACH	0	0	0	0	0	0	0	0	0	0	0
HOURS SUB-TOTALS											0
CONTRACT RATE PER HOUR	\$231.00	\$201.00	\$182.00	\$150.00	\$113.00	\$86.00	\$200.00	\$100.00	\$45.00	\$45.00	\$0.00
TOTAL LABOR COSTS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
% DISTRIBUTION OF STAFFING											
SUBTOTAL											\$0.00

TASK DESCRIPTION	PRINCIPAL	Sr. PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	EIT	PRODUCTION MANAGER	Sr. CAD OPERATOR	CAD OPERATOR	CLERICAL	TOTAL LABOR HRS. & COSTS
NE GEOLOGICAL INVESTIGATION AND REPORT ALSO SEE PARA 8.01.01 ESTIMATE											0
1. GEOLOGICAL INVESTIGATION AND REPORT	0	0	0	0	0	0	0	0	0	0	0
HOURS SUB-TOTALS											0
CONTRACT RATE PER HOUR	\$231.00	\$201.00	\$182.00	\$150.00	\$113.00	\$86.00	\$200.00	\$100.00	\$45.00	\$45.00	\$0.00
TOTAL LABOR COSTS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
% DISTRIBUTION OF STAFFING											
SUBTOTAL											\$0.00

TASK DESCRIPTION	PRINCIPAL	Sr. PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	EIT	PRODUCTION MANAGER	Sr. CAD OPERATOR	CAD OPERATOR	CLERICAL	TOTAL LABOR HRS. & COSTS
NE ENVIRONMENTAL STUDIES AND REPORT											0
1. ENVIRONMENTAL STUDIES AND REPORT	0	0	0	0	0	0	0	0	0	0	0
HOURS SUB-TOTALS											0
CONTRACT RATE PER HOUR	\$231.00	\$201.00	\$182.00	\$150.00	\$113.00	\$86.00	\$200.00	\$100.00	\$45.00	\$45.00	\$0.00
TOTAL LABOR COSTS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
% DISTRIBUTION OF STAFFING											
SUBTOTAL											\$0.00

TASK DESCRIPTION	PRINCIPAL	Sr. PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	EIT	PRODUCTION MANAGER	Sr. CAD OPERATOR	CAD OPERATOR	CLERICAL	TOTAL LABOR HRS. & COSTS
NE PUBLIC SERVICES											0
1. ATTEND AND COORDINATE A PRELIM CONFERENCE	0	0	0	0	0	0	0	0	0	0	0
2. ASSESS THE COUNTY IN CONTRACT AND OPERING	0	0	0	0	0	0	0	0	0	0	0
3. FABULATE BIDS AND PREPARE PROJECT AWARD	0	0	0	0	0	0	0	0	0	0	0
HOURS SUB-TOTALS											0
CONTRACT RATE PER HOUR	\$231.00	\$201.00	\$182.00	\$150.00	\$113.00	\$86.00	\$200.00	\$100.00	\$45.00	\$45.00	\$0.00
TOTAL LABOR COSTS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
% DISTRIBUTION OF STAFFING											
SUBTOTAL											\$0.00

LABOR NUMBERS BY TASK	TOTAL HOURS	TOTAL COST BY HOUR
I. PROJECT MANAGEMENT	99	\$19,617.00
II. O&M AND PROJECT SPECIFIC O&M PLAN	33	\$4,251.00
III. SCHEMATIC AND DESIGN DOCUMENTS	200	\$49,477.00
IV. TOPOGRAPHIC AND ROW SURVEYS	0	\$0.00
V. PUBLIC INVOLVEMENT	0	\$0.00
VI. DRAINAGE	0	\$0.00
VII. EROSION CONTROL	0	\$0.00
VIII. TREE REMOVAL	0	\$0.00
IX. LAND PHASE SERVICES	0	\$0.00
SUBTOTAL LABOR EXPENSES	608	\$78,334.00
OTHER DIRECT EXPENSES		
Algebra (B of math) (Project B13 use)	0.673	\$0.00
Per diem	34,000	\$0.00
Meal	65,000	\$0.00
Photocopy B/W (11 x 17)	0,250	\$0.00
Printer Paper (11 x 17)	3,000	\$0.00
Color Print job	3,500	\$0.00
CD Address	8,200	\$0.00
Photocopy Color (11 x 17)	6,750	\$0.00
Photocopy Color (11 x 17)	1,000	\$0.00
SUBTOTAL OTHER DIRECT EXPENSES		\$0.00
SUMMARY		
TOTAL COSTS FOR PRIME ONLY	\$	78,334.00
NON-SALARY (OTHER DIRECT EXPENSES) FOR PRIME ONLY	\$	0.00
GRAND TOTAL	\$	78,334.00

Commissioners Court - Regular Session

39.

Meeting Date: 09/19/2017

Alpha Paving Industries Change Order No 1 for IFB 1702-147 Subdivision Cul-de-Sac Fog Seal

Submitted For: Terron Evertson

Submitted By: Vicky Edwards, Unified Road System

Department: Unified Road System

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on Change Order No 1, to contract number IFB 1702-147, in the amount of \$11,562.50 for the Subdivision Cul-de-Sac Fog Seal.

Background

This Change Order balances the contract quantities and increases the total contract amount by \$11,562.50. With this change order, and payment of a final invoice, this project will be satisfactorily completed.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

IFB 1702-147 Change Order No 1

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Vicky Edwards

Final Approval Date: 09/14/2017

Reviewed By

Wendy Coco

Date

09/14/2017 11:53 AM

Started On: 09/14/2017 11:12 AM

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 1

- 1. CONTRACTOR: Alpha Paving Industries, LLC
2. Change Order Work Limits: Sta. N/A to Sta. N/A
3. Type of Change(on federal-aid non-exempt projects): (Major/Minor)
4. Reasons: CODE: 2E (3 Max. - In order of importance - Primary first)

Project: IFB 1702-147
Roadway: Sub Cul-de-Sacs
Purchase Order Number:

Quantities adjusted due to differing site conditions.

- 6. Work to be performed in accordance with Items: 315
7. New or revised plan sheet(s) are attached and numbered: N/A
8. New Special Provisions to the contract are attached: [] Yes [x] No
9. New Special Provisions to Item N/A No. N/A, Special Specification Item N/A are attached.

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

The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation... The following information must be provided: Time Ext. #: N/A Days added on this CO: 0 Amount added by this change order: \$11,562.50

RECOMMENDED FOR EXECUTION:

Project Manager Construction Observer Date 8-23-17

Design Engineer Date 8/16/17

Program Manager Date 9/14/17

Design Engineer's Seal:



County Commissioner Precinct 1 Date [] APPROVED [] REQUEST APPROVAL

County Commissioner Precinct 2 Date [] APPROVED [] REQUEST APPROVAL

County Commissioner Precinct 3 Date [] APPROVED [] REQUEST APPROVAL

County Commissioner Precinct 4 Date [] APPROVED [] REQUEST APPROVAL

County Judge Date [] APPROVED

CHANGE ORDER REASON(S) CODE CHART

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

Commissioners Court - Regular Session

40.

Meeting Date: 09/19/2017

LTP Budget Transfer

Submitted By: Emmeline Palma, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving Long Term Planning Transfer per Mike Weaver, Road Bond Manager, to move \$775,000 to Long Term Planning Right of Way (P457) from Corridor A1/FM1660 (P458) of \$175,000, Corridor C/SH29 Bypass (P459) of \$100,000, Corridor E1/FM3349 (P460) of \$200,000 and Corridor F/US183 (P461) of \$300,000.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

LTP Budget Transfer

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Emmeline Palma

Final Approval Date: 09/14/2017

Reviewed By

Wendy Coco

Date

09/14/2017 10:31 AM

Started On: 09/14/2017 09:41 AM

Memo

To: Emmeline Palma, Cost Accountant
From: Michael J. Weaver
Date: 9/14/2017
Re: Corridor Program Budget Transfers

The County is currently acquiring right-of-way under the Corridor Program's Right-of-Way Preservation component. Additional funds are needed to close a priority piece of right-of-way. Please make the following budget transfers:

Move \$100,000.00 from P-459 Corridor C to P-457 LTP ROW

Move \$200,00.00 from P-460 Corridor E-1 to P-457 LTP ROW

Move \$300,000.00 from P-461 Corridor F to P-457 LTP ROW

Move \$175,000.00 from P-458 Corridor A-1 to P-457 LTP ROW

If you have any questions, please let me know.

cc: Julie Kiley, Williamson County Auditor's Office
Pam Navarrette, Williamson County Auditor's Office
Robert B. Daigh, Williamson County Senior Infrastructure Director
Christen Eschberger, P.E., HNTB Corporation
Marie R. Walters (firm)

Commissioners Court - Regular Session

41.

Meeting Date: 09/19/2017

Justice Center CSCD Remodel P312 - Change Order 1

Submitted By: Gina Wrehsnig, Facilities Maintenance

Department: Facilities Maintenance

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on accepting and approving a report on the Justice Center CSCD Remodel Project; Change Order # 1 in the amount of \$2,657.11 to be paid from the Owner's Contingency for Wall Location Change.

Background

Labor and material to change wall location per Architect Supplemental Instruction #1. Cost to be paid out of Owner's construction contingency.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

CSCD-CO1

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Gina Wrehsnig

Final Approval Date: 09/12/2017

Reviewed By

Wendy Coco

Date

09/12/2017 02:47 PM

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



Change Order No.1

Date Submitted: June 15, 2017
Submitted to: Williamson County Texas
C/O Brody Harris, AIA
BGLY Architects

RE: Work changes for project Williamson County – Justice Center CSCD Build-Out (See attached sub proposal back up for scope of each line item)

S&G Contracting, Inc. respectfully submits this credit change in the amount of **\$2,657.11 (Two thousand six hundred fifty seven dollars and 11/100)**

Description/Breakdown is as follows:

1. Price change from M&C Electric as per specifications & directions as per ASI 1: \$ 1,714.00
2. Price change from TMC Enterprises as per specifications & directions as per ASI 1: \$418.00
3. Direct cost for requested changes(i.e.: fuel, material, labor, supplies & extra haul off): \$213.20
4. Subtotal: \$2,345.20
5. S&G OH&P: \$234.52
6. Bond & Ins.: \$77.39
7. Total Changes: \$2,657.11

If you have any questions, please do not hesitate to call us. We can be reached at 512.331.8799 or 512.331.4228,
Or shane@sginc.biz



Jimmy S. Gibson
S&G Contracting Inc.



M & C Electric Inc.

9701 Brown Lane C #305
Austin, TX 78754
Eric Cain 512-293-5144
Ricky Masters 512-468-4662
Fax 512-926-8022
TECL# 24004
5/30/17

Williamson County Justice Center CSCD

ASI#01

General Contractor- S & G Contracting

Relocate switches and receptacles to new locations. Add 2 M1 fixtures per updated drawings dated 5/26/17

Material	\$632.57
Labor	\$1,082.00
Total	\$1,714.58

Total CO	\$1,714.00
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Change Order 1

ATTN: Gary Diehl
BUILDER: S&G Contracting
PROJECT: Williamson County Justice Center
SUBJECT: ASI 01

This change order includes all labor, materials, and equipment to complete the project under the following conditions:

Change Order Total: \$ 418

We will provide material and labor to do the following work at the above-referenced job:

SCOPE & Qualifications:

Inclusions:

- * Demo wall framing and drywall on one side of wall between Room 117 and deleted Room 118.
- * Add new wall Type D between hallway and extended Room 117.

TCM Enterprises - Texas

By signing below, builder accepts this Change Order.

Brian Kiddy

5/31/17

By: Brian Kiddy
brian@tcmenterprises.net

Date

By:

Date



2204 Forbes Drive
Suite 101
Austin, TX 78754
512.977.0390 t
512.977.0838 f
www.blgy.com

Williamson County – Justice Center CSCD Build-Out

ASI #01– 5/26/17

Layout changes requested by Owner.

See attached revised sheets:

A2.01, E1.01, E2.01 and Technology SKT-1

LIGHTING KEYED NOTES

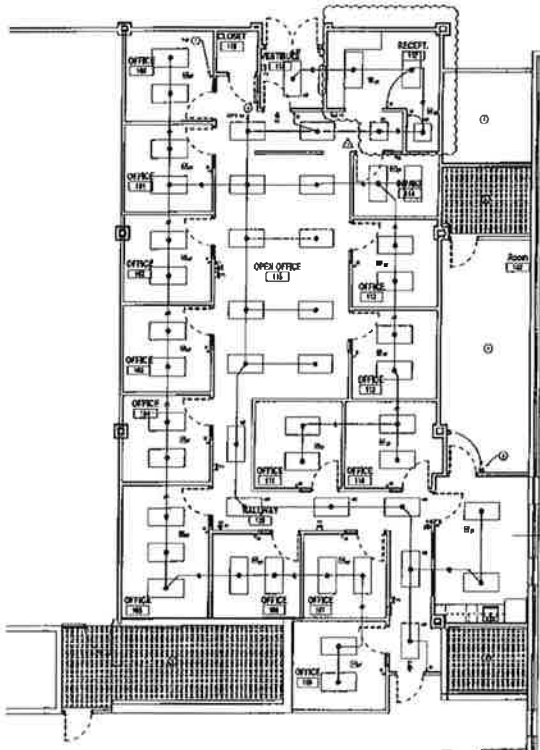
THESE NOTES APPLY TO THE FIRST FLOOR

1. ALL NEW LIGHTING FIXTURES SHALL BE INSTALLED IN ACCORDANCE WITH THE ILLINOIS ELECTRICAL CODE AND THE ILLINOIS FIRE ALARM CODE.
2. ALL NEW LIGHTING FIXTURES SHALL BE INSTALLED IN ACCORDANCE WITH THE ILLINOIS ELECTRICAL CODE AND THE ILLINOIS FIRE ALARM CODE.
3. ALL NEW LIGHTING FIXTURES SHALL BE INSTALLED IN ACCORDANCE WITH THE ILLINOIS ELECTRICAL CODE AND THE ILLINOIS FIRE ALARM CODE.
4. ALL NEW LIGHTING FIXTURES SHALL BE INSTALLED IN ACCORDANCE WITH THE ILLINOIS ELECTRICAL CODE AND THE ILLINOIS FIRE ALARM CODE.

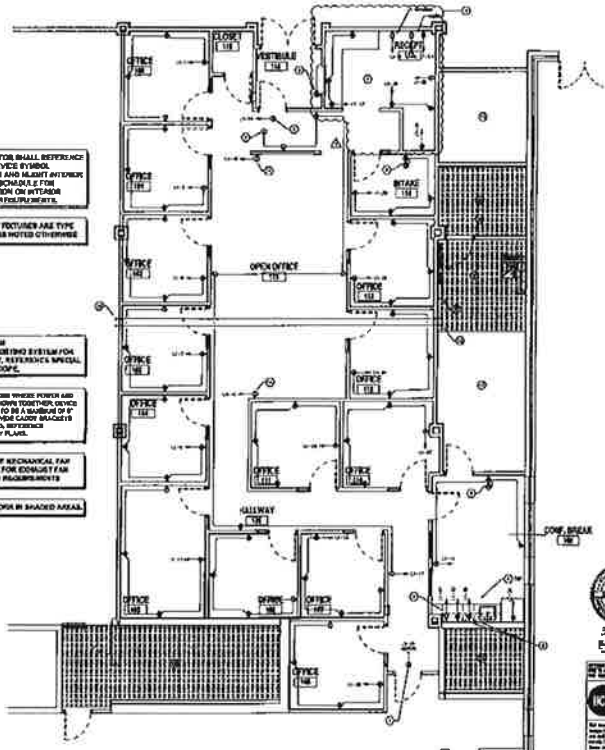
POWER KEYED NOTES

THESE NOTES APPLY TO THE FIRST FLOOR

1. CONTRACTOR SHALL VERIFY ALL ELECTRICAL WORK SHALL BE INSTALLED IN ACCORDANCE WITH THE ILLINOIS ELECTRICAL CODE AND THE ILLINOIS FIRE ALARM CODE.
2. CONTRACTOR SHALL VERIFY ALL ELECTRICAL WORK SHALL BE INSTALLED IN ACCORDANCE WITH THE ILLINOIS ELECTRICAL CODE AND THE ILLINOIS FIRE ALARM CODE.
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10. CONTRACTOR SHALL VERIFY ALL ELECTRICAL WORK SHALL BE INSTALLED IN ACCORDANCE WITH THE ILLINOIS ELECTRICAL CODE AND THE ILLINOIS FIRE ALARM CODE.
11. CONTRACTOR SHALL VERIFY ALL ELECTRICAL WORK SHALL BE INSTALLED IN ACCORDANCE WITH THE ILLINOIS ELECTRICAL CODE AND THE ILLINOIS FIRE ALARM CODE.
12. CONTRACTOR SHALL VERIFY ALL ELECTRICAL WORK SHALL BE INSTALLED IN ACCORDANCE WITH THE ILLINOIS ELECTRICAL CODE AND THE ILLINOIS FIRE ALARM CODE.
13. CONTRACTOR SHALL VERIFY ALL ELECTRICAL WORK SHALL BE INSTALLED IN ACCORDANCE WITH THE ILLINOIS ELECTRICAL CODE AND THE ILLINOIS FIRE ALARM CODE.
14. CONTRACTOR SHALL VERIFY ALL ELECTRICAL WORK SHALL BE INSTALLED IN ACCORDANCE WITH THE ILLINOIS ELECTRICAL CODE AND THE ILLINOIS FIRE ALARM CODE.
15. CONTRACTOR SHALL VERIFY ALL ELECTRICAL WORK SHALL BE INSTALLED IN ACCORDANCE WITH THE ILLINOIS ELECTRICAL CODE AND THE ILLINOIS FIRE ALARM CODE.
16. CONTRACTOR SHALL VERIFY ALL ELECTRICAL WORK SHALL BE INSTALLED IN ACCORDANCE WITH THE ILLINOIS ELECTRICAL CODE AND THE ILLINOIS FIRE ALARM CODE.
17. CONTRACTOR SHALL VERIFY ALL ELECTRICAL WORK SHALL BE INSTALLED IN ACCORDANCE WITH THE ILLINOIS ELECTRICAL CODE AND THE ILLINOIS FIRE ALARM CODE.
18. CONTRACTOR SHALL VERIFY ALL ELECTRICAL WORK SHALL BE INSTALLED IN ACCORDANCE WITH THE ILLINOIS ELECTRICAL CODE AND THE ILLINOIS FIRE ALARM CODE.
19. CONTRACTOR SHALL VERIFY ALL ELECTRICAL WORK SHALL BE INSTALLED IN ACCORDANCE WITH THE ILLINOIS ELECTRICAL CODE AND THE ILLINOIS FIRE ALARM CODE.
20. CONTRACTOR SHALL VERIFY ALL ELECTRICAL WORK SHALL BE INSTALLED IN ACCORDANCE WITH THE ILLINOIS ELECTRICAL CODE AND THE ILLINOIS FIRE ALARM CODE.



01 FLOOR PLAN - LIGHTING



02 FLOOR PLAN - POWER

CONTRACTOR SHALL REFERENCE ALL LIGHTING FIXTURE SCHEDULES AND ALL LIGHTING FIXTURE INFORMATION ON ATTACHED LIGHTING REQUIREMENTS.

ALL LIGHT FIXTURES ARE TYPE "BY" UNLESS NOTED OTHERWISE.

THE ALARM SUPPLY SYSTEM SHALL BE INSTALLED IN ACCORDANCE WITH THE ILLINOIS FIRE ALARM CODE.

FOR LIGHTING WHERE POWER AND BALANCE IS REQUIRED, REFER TO THE ELECTRICAL SCHEDULES FOR THE ILLINOIS ELECTRICAL CODE.

REFER TO THE MECHANICAL PLAN FOR THE ILLINOIS MECHANICAL CODE.

NO NEW WORK IN SHADDED AREAS.



ICE
 1000 N. W. 10th St.
 Miami, FL 33136
 (305) 575-1000

ARCHITECT
 J. C. ...
 1000 N. W. 10th St.
 Miami, FL 33136
 (305) 575-1000

JUSTICE CENTER - CSCD
 WILLIAMSON COUNTY
 405 MARTIN LUTHER KING ST., GEORGETOWN, TX 78626



PROJECT NO. 1000
 DATE: 01/10/2010

ICE

FLOOR PLAN - ELECTRICAL

E2.01

ASI #1

Date: 5/25/2017

Project: Justice Center Remodel, Williamson County

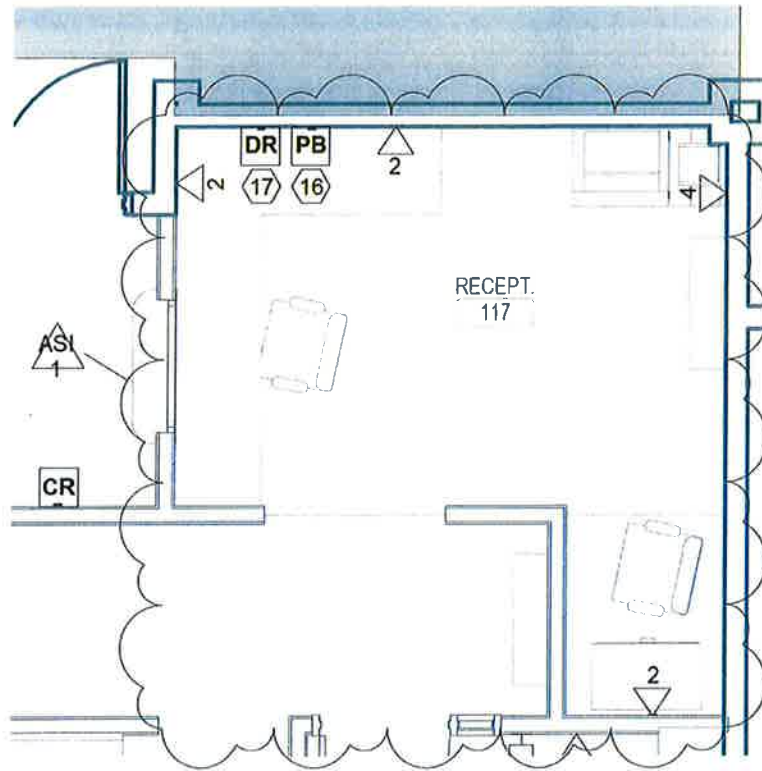
From: Steve Bridges, TNCG

To: BLGY, Brody Harris

Attachments (1):

The following narrative items describe changes as well as clarifications with regards to the technology requirements for the Justice Center Remodel, Williamson County.

1. Refer to the attached sketch ASI – 1 – Wall moves and Technology locations.
2. D1 location is to be Owner Furnished/Owner installed, contractor shall coordinate with owner on the mounting height for their selected display size and set a 4" Square Back-Box with Single Gang Mud-Ring for rough in. Sheet T502 Detail 2 is not applicable to this project.



1 TECHNOLOGY - LEVEL ONE - ASI 1
SCALE: 1/4" = 1'-0"

trueNORTH
consulting group
3408 HILLCREST DRIVE
WACO, TX 76708
ph.512.451.5445 fax.512.451.8777
www.tncg.com

JUSTICE CENTER REMODEL
WILLIAMSON COUNTY

ASI 1

Project number	0000
Date	05/25/2017
Drawn by	RT
Checked by	SB

SKT - 1

Scale 1/4" = 1'-0"

Commissioners Court - Regular Session

42.

Meeting Date: 09/19/2017

CR 175 Easement

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 Utility Easement for Pedernales Electric Cooperative, Inc. for property owned by Williamson County on CR 175 (Parkland).

Background

Fiscal Impact

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

Attachments

Utility Easement- CR 175

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 09/14/2017

Reviewed By

Wendy Coco

Date

09/14/2017 11:03 AM

Started On: 09/14/2017 10:52 AM

UTILITY EASEMENT

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

That _____
WILLIAMSON COUNTY
by _____,
(Company Name)
DAN A GATTIS
COUNTY JUDGE
and through _____,
(Title)
and _____,
and _____

not individually, hereinafter referred to as "Grantor" (whether one or more), for and in consideration of ONE DOLLAR (\$1.00) in hand paid by PEDERNALES ELECTRIC COOPERATIVE, INC. of Johnson City, Texas, has granted, sold, and conveyed and by these presents does grant, sell, and convey unto Pedernales Electric Cooperative, Inc. an easement and right-of-way as hereinafter described for the purpose of an electric distribution line consisting of variable number of wires, and all necessary or desirable appurtenances (including poles made of wood, metal or other materials, telephone and cable television wires, props, guys, and anchors) over, across and upon the following described lands located in _____
County, Texas, to-wit:

Being _____
558.26 acres of land, more or less, out of the _____
ANASTASHA CARR 1/2 LEAGUE
Survey,

Abstract No. _____
122 _____
WILLIAMSON
County, Texas, as described on instrument (Deed)

recorded in Volume/Document No. _____
2006065107 _____
Page _____, in the Official
Property Records of _____
County, Texas.

Location of right-of-way and easement hereby conveyed shall be limited to a strip of land twenty (20) feet in width, being ten (10) feet on each side of the centerline of the facilities as built, with guying easements as needed, or as indicated on Exhibit "A", attached hereto and incorporated herein for all pertinent purposes.

Together with the right of ingress and egress over Grantor's adjacent lands to or from said right-of-way for the purpose of constructing, reconstructing, inspecting, patrolling, hanging new wire on, maintaining and removing said lines and appurtenances; the right to relocate within the limits of said right-of-way; the right to remove from said lands all trees and parts thereof, or other obstructions which endanger or may interfere with the efficiency of said lines or their appurtenances.

Grantor warrants that Grantor is the owner of said property and has the right to execute this easement.

TO HAVE AND TO HOLD the above described easement and rights unto Pedernales Electric Cooperative, Inc. and their successors and assigns, until said easement and rights shall be relinquished.

Grantor, Grantor's heirs and legal representatives do hereby bind themselves to warrant and forever defend all and singular the above described easement and rights unto Pedernales Electric Cooperative, Inc. their successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS my hand this _____ day of _____, 20____.

WILLIAMSON COUNTY

(Printed Corporate or Business Name)

DAN A GATTIS

By:

(Printed General Partner or Manager Name)

(Signature)

(NOTARIZE ON BACK)

(OH-ACREAGE WITH BUSINESS OR CORPORATE OWNERS)

Revised 08-17-2006

Property Owner Name: WILLIAMSON COUNTY
(or Subdivision Name if for Subdivision)

Work Order No.: 112918

Virtual Grid/Facet No.: 421024176

PERENALES ELECTRIC
10625 W. HWY 29
LIBERTY HILL, TX 78642
ATTN: BRANDON BUTTS

Please Return to:

Notary Public in and for
The State of Texas

_____, 20

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of

purposes and consideration therein expressed.

and known to me to be the person whose name is subscribed to the foregoing instrument and
acknowledged that they executed the same on behalf of said Business or Corporation for the

DAN A GATTIS _____, acting on behalf of _____
(Printed Name) (Printed Corporate or Business Name)
WILLIAMSON COUNTY

BEFORE ME, the undersigned authority, on this day personally appeared

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

**BEING 640 SQUARE FEET OF LAND, OUT OF THE ANASTASHA CARR
SURVEY NUMBER 122, WILLIAMSON COUNTY, TEXAS, SAME BEING A
PORTION OF THAT CERTAIN WILLIAMSON COUNTY 558.26 ACRE
TRACT, CALLED TRACT II RECORDED IN DOCUMENT NUMBER
2006065107, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS,
SAID 640 SQUARE FEET OF LAND TO BE MORE PARTICULARLY
DESCRIBED AS FOLLOWS.**

COMMENCING an iron rod found in the easterly right-of-way line of CR 175, at the southwest corner of that certain LCMS Properties, LLC 0.782 acre tract recorded in Document Number 2016084599, Official Public Records, said county, same being the northwest corner of said 558.26 acre tract, from which an iron rod found at an angle corner in the northerly line of said 558.26 acre tract, same being the southeast corner of said 0.782 acre tract bears, North 70 degrees 48 minutes 56 seconds east, 353.33 feet;

THENCE South 38 degrees 45 minutes 16 seconds East, through said 558.269 acre tract, along said right-of-way line, 253.58 feet to a point in said right-of-way line, for the northwest corner hereof;

THENCE continuing through said 558.26 acre tract, the following 3 calls,

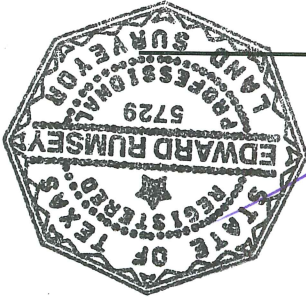
1. North 64 degrees 33 minutes 13 seconds East, 44.43 feet to a point, for the northeast corner hereof,
2. South 25 degrees 26 minutes 47 seconds East, 15.00 feet to a point, for the southeast corner hereof,
3. South 64 degrees 33 minutes 13 seconds West, 40.89 feet to a point in said right-of-way line, for the southwest corner hereof;

THENCE North 38 degrees 45 minutes 16 seconds West, continuing through said 558.26 acre tract, along said right-of-way line, 15.41 feet to the POINT OF BEGINNING.

WITNESS MY HAND THIS (ELECTRIC EASEMENT)

I, Edward Rumsey, licensed to practice Land Surveying in the State of Texas, hereby certify that the foregoing metes and bounds legal description and sketch were based on an on the ground survey, that all protrusions and encroachments into the easement area are accounted for including but not limited to, building footprint, eaves and roof overhangs and all visible improvements whatsoever.

Witness my hand and seal this, 30th day of August, 2017.



EDWARD C. RUMSEY, TX. RPLS #5729
ALL STAR LAND SURVEYING
9020 ANDERSON MILL ROAD
AUSTIN, TEXAS 78729
PROP. I.D.# R472264
JOB # A0401117
PAGE 1 OF 2

LCMS PROPERTIES, LLC
0.782 ACRES
(DOC. 2016084599)

640 SQ. FT. ELECTRIC EASEMENT

LEGEND

- 1/2" ROD FOUND
- CALCULATED POINT
- RECORD INFORMATION
- UTILITY POLE
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCING
- RECORD INFORMATION

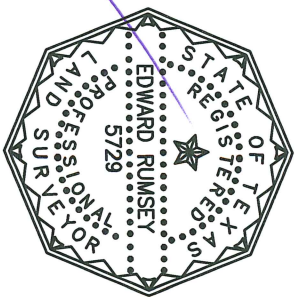
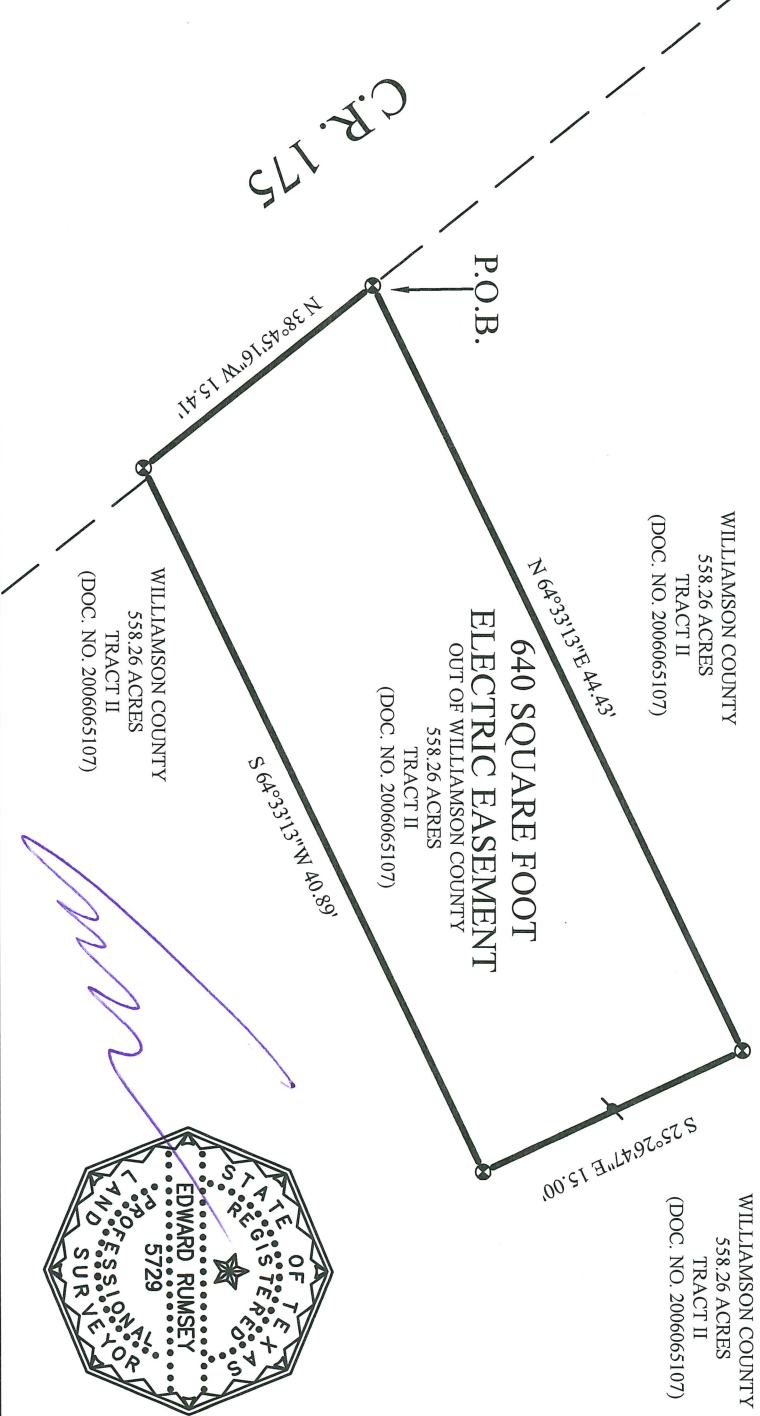
BEARING BASIS IS THE NORTHERLY LINE OF LOT I, BLOCK A, HOPE LUTHERAN SUBDIVISION RECORDED IN DOCUMENT NUMBER 2017023779, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. RECORD BEARING AND DISTANCE IS NORTH 71 DEGREES 01 MINUTES 19 SECONDS EAST, 634.62 FEET AND FIELD BEARING AND DISTANCE IS NORTH 71 DEGREES 01 MINUTES 19 SECONDS EAST, 634.62 FEET.



SCALE 1"=10'



SURVEY DATE	AUGUST 30, 2017
JOB NO.	A0401117
FIELD BY	JONATHAN MOHR
CALC. BY	EDWARD RUMSEY
DRAWN BY	ADRIEL LOPEZ
RPLS CHECK	EDWARD RUMSEY



LEGAL DESCRIPTION:

BEING 640 SQUARE FEET OF LAND, OUT OF THE ANASTASHA CARR SURVEY NUMBER 122, WILLIAMSON COUNTY, TEXAS, SAME BEING A PORTION OF THAT CERTAIN WILLIAMSON COUNTY 558.26 ACRE TRACT, CALLED TRACT II RECORDED IN DOCUMENT NUMBER 2006065107, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, SAID 640 SQUARE FEET OF LAND TO BE MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN EXHIBIT "A", ATTACHED HEREON AND MADE A PART HEREOF.

ALLSTAR Land Surveying
9020 ANDERSON MILL RD
AUSTIN, TEXAS 78729
(512) 249-8149 PHONE
(512) 331-5217 FAX
WWW.ALLSTARLANDSURVEYING.COM

Commissioners Court - Regular Session

43.

Meeting Date: 09/19/2017

Central counting station appointments for November 7, 2017 election

Submitted For: Chris Davis

Submitted By: Jenifer Favreau, Elections

Department: Elections

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action for establishing Central Counting Station and appointment of officers to serve at the Central Counting Station for the Special Elections to be held on November 7, 2017.

Background

Fiscal Impact

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

Attachments

Central Count Assignments

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Jenifer Favreau

Final Approval Date: 09/12/2017

Reviewed By

Wendy Coco

Date

09/12/2017 02:47 PM

Started On: 08/21/2017 03:03 PM

ORDER
ESTABLISHING CENTRAL COUNTING STATION
JOINT GENERAL AND SPECIAL ELECTIONS
November 7, 2017

On this 19th day of September, 2017, the Commissioners Court of Williamson County, Texas, does hereby establish one Central Counting Station for counting the ballots for the Joint General and Special Elections being held on Tuesday, November 7, 2017. The Central Counting Station shall be established and organized pursuant to Chapter 127, Subchapter "A," of the Election Code.

The Central Counting Station shall be located at the Williamson County Inner Loop Annex, 301 SE Inner Loop, Georgetown, Texas.

The following officers are appointed to serve at the Central Counting Station:

Christopher J. Davis, Counting Station Manager;
Brandon Jenkins, Tabulation Supervisor;
Julie Seippel, Assistant to Tabulation Supervisor;
Donna Johnson, Presiding Judge; and,
Jose Orta, Alternate Presiding Judge.

SIGNED this _____ day of September, 2017.

Dan A. Gattis, County Judge

Commissioners Court - Regular Session

44.

Meeting Date: 09/19/2017

Order authorizing joint election

Submitted For: Chris Davis

Submitted By: Jenifer Favreau, Elections

Department: Elections

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take any appropriate action regarding the authorization for Williamson County to participate in a joint election with other political subdivisions to be conducted on November 7, 2017.

Background

Fiscal Impact

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

Attachments

Joint Election Authorization

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Jenifer Favreau

Final Approval Date: 09/12/2017

Reviewed By

Wendy Coco

Date

09/12/2017 02:47 PM

Started On: 09/12/2017 11:11 AM

**ORDER AUTHORIZING
WILLIAMSON COUNTY TO PARTICIPATE IN JOINT ELECTION**

On this 19th day of September, 2017, the Commissioners Court of Williamson County, Texas, does hereby authorize Williamson County to participate in a joint election with other political subdivisions that order their elections by the date prescribed by the Secretary of State as the final day to order an election, described, as follows:

City of Coupland
City of Hutto
City of Pflugerville
Jarrell Independent School District
Leander Independent School District
North San Gabriel Municipal Utility District 2
Northwest Williamson County MUD 2
Vineyard Municipal Management District 1
Williamson Co Emergency Service District 8
Williamson Co Emergency Service District 10

and collectively, including Williamson County, are referred to hereinafter as the “**Participating Authorities**”, to each hold an election on November 7, 2017; and;

WHEREAS, each of the Participating Authorities (i) is located partially or entirely within Williamson County, Texas (the “**County**”), and (ii) shares an election precinct with at least one other Participating Entity; and;

WHEREAS, the County has contracted or is contracting with each Participating Entity to conduct and provide election services for such Participating Entity’s November 7, 2017, election; and;

WHEREAS, the Participating Authorities all desire to enter into a joint election agreement for the purpose of sharing election equipment, costs, election officials, and polling locations, and election ballots where appropriate; and agree as follows:

The Participating Entities shall enter into a Joint Election Agreement and Contract for Election Services (“**Agreement**”) for the conduct of the elections to be held on November 7, 2017.

The Participating Authorities appoint Christopher J. Davis, Williamson County Elections Administrator, to serve as the Early Voting Clerk and the Election Officer for each Participating Entity in order to perform and supervise the duties and responsibilities for the conduct of the November 7, 2017, elections.

Early voting in person and election day voting shall be held in common precincts where appropriate at the dates, times, and locations recommended by the Election Officer and authorized and ordered by the governing body of each Participating Entity.

Issued this the _____ day of September, 2017.

Dan A. Gattis, County Judge

Commissioners Court - Regular Session

45.

Meeting Date: 09/19/2017

indigent burial

Submitted By: Rebecca Clemons, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take any necessary action to approve order for interment of deceased Williamson County resident (John Dalton) where there has been no inquest by the Justice of the Peace and the county has duty to inter, pursuant to Tex. Health & Safety Code § 711.002(e), and authorize funeral home to move forward with interment.

Background

Fiscal Impact

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

Attachments

burial

ATC

Form Review

Inbox

County Judge Exec Asst. (Originator)
Form Started By: Rebecca Clemons
Final Approval Date: 09/14/2017

Reviewed By

Wendy Coco

Date

09/14/2017 10:31 AM
Started On: 09/14/2017 10:15 AM

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

**ORDER OF COMMISSIONERS COURT
OF WILLIAMSON COUNTY, TEXAS
AUTHORIZING INTERMENT
OF DECEDENT’S REMAINS**

Pursuant to the Laws and Rules of the State of Texas, the Texas Health & Safety Code, Chapter 711, Section 711.002(e), and the common law granting the County authority to regulate the public health and safety, the Commissioners Court of Williamson County finds that:

Williamson County resident, John E. Dalton (SSN xxx-xx-8170) passed away on September 13, 2017 at the age of 79 with residence at 1623 W. New Hope Drive, Cedar Park, TX 78613.

The Court further finds that there have been numerous attempts to contact all known next of kin, but all attempts to communicate with the deceased’s family have failed to identify any known next of kin. Additionally, the deceased spent two months in local hospice care without visitors and has been abandoned.

The Court further finds that there has been no inquest ordered in this case, and there is no person with duty to inter as set forth in Chapter 711 of the Texas Health & Safety Code; therefore, the duty to inter the remains falls to Williamson County.

IT IS THEREFORE ORDERED THAT the deceased body shall be interred (*i.e.*, permanent disposition of remains by cremation, entombment, burial, or placement in a niche).

IT IS THEREFORE ORDERED THAT Beck Funeral Home LTD is granted authority to cremate the deceased.

Hon. Dan Gattis
Williamson County Judge

Authority to Cremate

This form must be accompanied by "Authority to Cremate" signed by proper relative or legal representative.

This is to certify to BECK FUNERAL HOME *of* WILLIAMSON COUNTY, Texas,

the remains of JOHN E. DALTON,

(WHO DIED) (WAS FOUND DEAD) *in* CEDAR PARK, TEXAS

or about the 13th *day of* SEPTEMBER, 20 17,

can be lawfully cremated.

*It has been determined according to the provisions of Sec. 10 of the Medical Examiner Act, Art. 49.25
of the Texas Code of Criminal Procedure, that:*

(AN AUTOPSY HAS BEEN PERFORMED) (AN AUTOPSY WAS NOT NECESSARY)

The 48 hour time requirement **(DOES NOT APPLY) (IS WAIVED)**

in accordance with Art. 49.25, Sec. 10a.

Witness My Hand this _____ *day of* _____ 2016

Signature

EDR# 2166949

Please complete and fax Authority to Cremate to 512-244-3780

Thank you, Beck Funeral Home

Commissioners Court - Regular Session

46.

Meeting Date: 09/19/2017

Constable & Sheriff Fees

Submitted By: Theresa Lock, Constable Pct. #3

Department: Constable Pct. #3

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action regarding Constable and Sheriff Office fees for 2018.

Background

Fiscal Impact

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

Attachments

[Constable and Sheriff Fees 2018](#)

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Theresa Lock

Final Approval Date: 09/08/2017

Reviewed By

Wendy Coco

Date

09/08/2017 02:56 PM

Started On: 09/08/2017 02:21 PM



Kevin Stofle
Constable Precinct 3
Williamson County, Texas

301 S.E. Inner Loop, Suite 102
Georgetown, Texas 78626
512-943-1434

TO: Williamson County Commissioner's Court
FROM: Kevin Stofle, Constable Precinct 3
DATE: September 7, 2017
SUBJECT: 2018 Constable Fee Schedule

As required by the Texas local Government Code Section 118.131, a review of the service fees charged by the Williamson County Sheriff and Constables has been conducted. All fees were found to be comparable to those of other Texas counties.

On behalf of Sheriff and Constables of Williamson County, we recommend no fee increases to the 2018 Fee Schedule, and respectfully request the Commissioner's Court to approve the attached Fee Schedule as listed.

Thank you,

Kevin Stofle
Constable Precinct 3
Williamson County, Texas

CC:
Sheriff Robert Chody
Precinct 1 Constable Vinnie Cherrone
Precinct 2 Constable Richard Coffman
Precinct 4 Constable Marty Ruble

**Williamson County Constable
2018 Service Fees**

Citations	\$70.00
Subpoenas/Summons	\$70.00
Forcible Entry & Detainer (Eviction Citations)	\$70.00
Writs	\$150.00
Precepts	\$150.00
Show Cause / Notice of Hearing	\$150.00
Distress Warrants	\$150.00
Tax Warrants	\$150.00
Turn-Over Order	\$150.00
Temporary Restraining Order/Temporary Injunction	\$150.00
Interrogatories	\$150.00
Order of Retrieval	\$150.00
Executing a Deed or Bill of Sale	\$30.00
Posting Written Notice (per posting/per location)	\$70.00
Commission based on percentage of money collected on Writs of Executions or Orders of Sale.	10% up to and including \$20,000, then 4% for balance over \$20,000
For executing any Writ, Precept or court order which exceeds two hours, an additional fee per hour/per officer, plus mileage at the IRS allowable rate to perform service and return from performing the service.	\$40.00
If ordered by a court to transport to or from out of county, a fee per hour/per officer, plus mileage at IRS allowable rate, and lodging costs.	\$40.00
Cancellation Fee: Order of Sale / Writ of Execution (<i>except Tax Foreclosure Orders of Sale</i>) Whereby plaintiff directs to withhold or release levy, withhold collection, cancel or recall writ without constable collection of judgment and cost. <i>Shall include all costs incurred and cancellation fees .</i>	\$500.00

**Williamson County Sheriff
2018 Service Fees**

Finger Prints	\$5.00 / Card
Accident Report	\$6.00
Character Letter	\$6.00
Alarms	\$25.00
Dangerous Dog Registration	\$150.00 / Annually

Commissioners Court - Regular Session

47.

Meeting Date: 09/19/2017

tax exempt

Submitted For: Dan Gattis

Submitted By: Rebecca Clemons, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the County Judge to sign a Certificate of the Judge of Williamson County, Texas with respect to the issuance by Goodwill Industries of Central Texas and Goodwill Temporary Services, Inc. of its tax exempt bonds in accordance with the requirements of Section 147(f) of the Internal Revenue Code of 1986, as amended.

Background

This certificate is solely for the purposes of the approval requirements of Section 147(f) of the IRC. Since project is located in Williamson County (the "County"), Section 147(f) of the Internal Revenue Code states that the "highest elected official" of the jurisdiction containing the project site must approve the transaction after a public hearing is held. Bond counsel is now seeking the approval of the highest elected public official for this jurisdiction. The loan will not be a debt or liability of the County. The consent being requested herein is only for the purposes of complying with the federal tax law regarding tax-exempt financing.

Fiscal Impact

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

Attachments

CTHO

CTWJ

Form Review

Inbox

County Judge Exec Asst. (Originator)

Form Started By: Rebecca Clemons

Final Approval Date: 09/05/2017

Reviewed By

Wendy Coco

Date

09/05/2017 01:44 PM

Started On: 09/05/2017 01:23 PM

CERTIFICATE OF PUBLIC HEARING OFFICER
REGARDING PUBLIC HEARING (INTERNAL REVENUE CODE § 147(f))

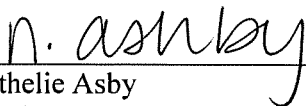
NEWARK CULTURAL EDUCATION FACILITIES FINANCE CORPORATION
TAX-EXEMPT LOAN
(GOODWILL INDUSTRIES OF CENTRAL TEXAS AND
GOODWILL TEMPORARY SERVICES, INC.)

I, the undersigned, do hereby make and execute this certificate for the benefit of all persons interested in the issuance of the above-referenced bonds (collectively, the “Bonds”).

I hereby certify as follows:

1. I am the duly appointed hearing officer for the public hearing which was held in connection with the issuance of the Bonds at the time and place indicated in the Notice of Public Hearing included in **Exhibit A** attached hereto.
2. Notice of the public hearing was published no less than 14 days before the date of the public hearing in the *Austin American-Statesman*, as evidenced by the Affidavit of Publication of the Notice of Public Hearing attached hereto as **Exhibit A**.
3. All persons appearing at the public hearing were given an opportunity to comment on the proposed issuance of the Bonds and the project to be financed with proceeds of the Bonds. No such persons appeared or made comments except as is set forth on **Exhibit B** attached hereto.
4. After giving all interested persons an opportunity to appear and comment, the public hearing was declared closed.

WITNESS MY HAND this 12th day of September, 2017.



Nathelie Asby
Hearing Officer

Exhibit A - Affidavit of Publication of the Notice of Public Hearing
Exhibit B - Names and Comments of Persons Attending Public Hearing

EXHIBIT A

AFFIDAVIT OF PUBLICATION OF THE NOTICE OF PUBLIC HEARING

ATTACHED



Austin American-Statesman austin360 ¡ahora sí!

PROOF OF PUBLICATION STATE OF TEXAS

PUBLIC NOTICE

Before the undersigned authority personally appeared Alejandro Cado, who on oath says that he/she is a Legal Advertising Agent of the Austin American-Statesman, a daily published newspaper that is generally circulated in Bastrop, Bell, Blanco, Brazos, Burleson, Burnet, Caldwell, Colorado, Comal, Coryell, Fayette, Gillespie, Gonzales, Guadalupe, Hays, Kerr, Lampasas, Lee, Llano, Milam, Nueces, San Saba, Travis, Washington and Williamson Counties, and State of Texas, and that the attached advertisement was published in said newspaper, to wit: Andrews Kurth LLP, first date of publication 08/25/2017, last date of publication 08/25/2017, published 1 time(s), and that the attached is a true copy of said advertisement.

ANDREWS KURTH LLP
600 TRAVIS ST
STE 4200
HOUSTON, TX 77002-2929

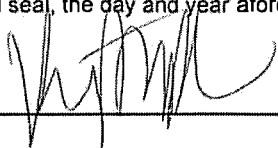
Invoice/Order Number:	0000205965
Ad Cost:	\$991.76
Paid:	\$991.76
Balance Due:	\$0.00

Signed _____

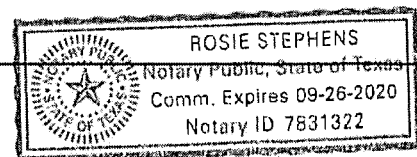

(Legal Advertising Agent)

Sworn or affirmed to, and subscribed before me, this 30th day of August, 2017 in Testimony whereof, I have hereunto set my hand and affixed my official seal, the day and year aforesaid.

Signed _____



(Notary)



Please see Ad on following page(s).

ANDREWS KURTH LLP
600 TRAVIS ST
STE 4200
HOUSTON, TX 77002-2929

Invoice/Order Number:	0000205965
Ad Cost:	\$991.76
Paid:	\$991.76
Balance Due:	\$0.00

NOTICE OF PUBLIC HEARING

**NEWARK CULTURAL EDUCATION
FACILITIES FINANCE CORPORATION
TAX-EXEMPT LOAN
(GOODWILL INDUSTRIES OF CENTRAL
TEXAS AND
GOODWILL TEMPORARY SERVICES,
INC.)**

Notice is hereby given of a joint public hearing to be held on behalf of Newark Cultural Education Facilities Finance Corporation (the "Corporation") on September 12, 2017, at 10:00 AM, at the offices of Andrews Kurth Kenyon LLP on 111 Congress Avenue, Suite 1700, Austin, TX 78701, with respect to the above-captioned loan (the "Loan") to be issued by the Corporation in an aggregate principal amount not to exceed \$27,000,000. The proceeds of the Loan will be issued as part of a plan of finance and loaned to Goodwill Industries of Central Texas and Goodwill Temporary Services, Inc. (collectively, the "Borrower"), for the following purposes:

(1) financing and/or refinancing certain costs for the acquisition, site improvement, design, construction, renovation, furnishing, and/or equipping of the Borrower's facilities located on:

- (a) 1901 Glen Heather Dr., Lakeway, TX 78734;
- (b) 1015 Norwood Park Blvd., Austin, TX 78753;
- (c) 9801 Brodie Ln., Austin, TX 78748;
- (d) 6505 Burleson Rd., Austin, TX 78744;
- (e) 1703 FM RD 685, Pflugerville, TX 78660;
- (f) 7817 Clock Tower Dr., Austin, TX 78753;
- (g) 2805 and 2807 Skyway Cir., Austin, TX 78704;
- (h) 560 Highway 79 West, Hutto, TX 78634;
- (i) 107 Childers Dr., Bastrop, TX 78602 (collectively, the "Projects"); and

(2) paying a portion of the costs of issuance of the Loan.
The Projects are operated by and owned by the Borrower. The Loan is not payable out of taxes and are secured by and payable solely from funds provided by the Borrower.

The public hearing will be conducted by Nathalie Ashby, or her designee (the "Hearing Officer"). Questions or requests for additional information may be directed to the Hearing Officer (telephone: 713-220-3808). Any interested persons unable to attend the hearing may submit their views in writing to the Hearing Officer prior to the date scheduled for the hearing at fax number 713-220-4285. This notice is published and the hearing is to be held in satisfaction of the requirements of Section 147(f) of the Internal Revenue Code of 1986, as amended.

8-25/2017
0000205965-01

EXHIBIT B

NAMES AND COMMENTS OF PERSONS ATTENDING PUBLIC HEARING

NONE

<u>Name of Attendee</u>	<u>Comment</u>
1. _____	_____ _____ _____ _____ _____
2. _____	_____ _____ _____ _____ _____
3. _____	_____ _____ _____ _____ _____

ANDREWS KURTH

600 Travis, Suite 4200
Houston, Texas 77002
713.220.4200 Phone
713.220.4285 Fax
andrewskurth.com

Cathleen Chang
713.220.3808 Phone
cathleenchang@andrewskurth.com

September 5, 2017

The Honorable Dan A. Gattis
Williamson County Judge
Williamson County Courthouse
710 S. Main Street, Ste. 101
Georgetown, Texas 78626

Re: Tax-Exempt Financing for Goodwill Industries of Central Texas and Goodwill
Temporary Services, Inc.

Dear Judge Gattis:

Goodwill Industries of Central Texas and Goodwill Temporary Services, Inc. (“Goodwill”) is requesting your approval of a proposed tax-exempt bond issue, as required by the Internal Revenue Code of 1986, as amended (the “Code”). **The bonds will not be a debt or liability of Williamson County, Texas (the “County”).** The consent being requested herein is only for the purposes of complying with federal tax law regarding tax-exempt financing. For your information, the County approved similar transactions in August 2016 for Responsive Education.

Goodwill is a qualified 501(c)(3) charitable organization, and therefore is eligible to participate in tax-exempt financings. However, unlike a governmental issuer (e.g., a city, county, or school district), a 501(c)(3) organization must issue bonds through a state-approved conduit and must conduct a public hearing on the financing. Code §147(f) requires that the “applicable elected representative” of the County approve the transaction after the public hearing is held since one of the facilities will be located in the County. The public hearing will be held on September 12, 2017, at 10:00 AM, at the offices of Andrews Kurth Kenyon LLP on 111 Congress Avenue, Suite 1700, Austin, TX 78701.

Goodwill is refinancing certain costs for the acquisition, site improvement, design, construction, renovation, furnishing, and/or equipping of 560 Highway 79 West, Hutto, TX 78634. Goodwill is financing at tax-exempt interest rates through a bond issue facilitated by Newark Cultural Education Facilities Finance Corporation. Andrews Kurth Kenyon LLP serves as bond counsel for the transaction.

ANDREWS KURTH KENYON LLP

Austin Beijing Dallas Dubai Houston London New York Research Triangle Park Silicon Valley The Woodlands Washington, DC
HOU:3825626.1

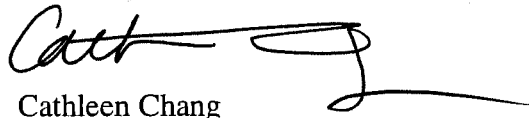
September 5, 2017

Page 2

As such, we respectfully request your consent to the transaction after the completion of the hearing and delivery of the associated materials to you. Enclosed please find a draft of the proposed Approval of Applicable Elected Representative evidencing your consent.

We greatly appreciate your assistance in this matter. Please call me if we can provide any further information or can assist you in connection with this request for consent.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Cathleen Chang', with a long horizontal flourish extending to the right.

Cathleen Chang

Enclosure

CERTIFICATE OF THE COUNTY JUDGE OF WILLIAMSON COUNTY, TEXAS

NEWARK CULTURAL EDUCATION FACILITIES FINANCE CORPORATION
TAX-EXEMPT LOAN
(GOODWILL INDUSTRIES OF CENTRAL TEXAS AND
GOODWILL TEMPORARY SERVICES, INC.)

The undersigned County Judge of Williamson County, Texas, (the "County") hereby certifies with respect to the issuance by the Newark Cultural Education Facilities Finance Corporation (the "Corporation"), of its Tax-Exempt Loan (Goodwill Industries of Central Texas and Goodwill Temporary Services, Inc.) (the "Loan").

1. This certificate is based upon the CERTIFICATE OF PUBLIC HEARING OFFICER REGARDING PUBLIC HEARING attached hereto as **Exhibit A** relating to the public hearing conducted on the date indicated in the Affidavit of Publication attached to such Minutes of Public Hearing by the duly appointed hearing officer of the Corporation in accordance with the requirements of Section 147(f) of the Internal Revenue Code of 1986, as amended; and

2. Solely for purposes of the approval requirements of the aforesaid Section 147(f) of the Code, and for no other purpose, in my capacity as County Judge, I hereby approve the Loan and the facilities to be financed with the proceeds of the Loan, and hereby ratify and approve all actions taken by or on behalf of the County with respect to publication of the Notice of the Public Hearing as reflected in the Affidavit of Publication attached as Exhibit A to the attached Certificate of Public Hearing Officer and the conducting of such Public Hearing.

THIS APPROVAL SHALL NOT BE CONSTRUED AS (1) A REPRESENTATION OR WARRANTY BY THE COUNTY, THE COUNTY JUDGE OF THE COUNTY, THE STATE OF TEXAS OR ANY OTHER AGENCY, INSTRUMENTALITY OR POLITICAL SUBDIVISION OF THE STATE OF TEXAS THAT THE LOAN WILL BE PAID OR THAT ANY OBLIGATIONS ASSUMED BY ANY OF THE PARTIES UNDER THE INSTRUMENTS DELIVERED IN CONNECTION WITH THE LOAN WILL IN FACT BE PERFORMED; (2) A PLEDGE OF THE FAITH AND CREDIT OF THE COUNTY OR THE STATE OF TEXAS OR ANY AGENCY, INSTRUMENTALITY OR POLITICAL SUBDIVISION OF THE STATE OF TEXAS OR THE COUNTY; OR (3) A REPRESENTATION OR WARRANTY BY THE COUNTY CONCERNING THE VALIDITY OF THE CORPORATE EXISTENCE OF THE CORPORATION OR THE VALIDITY OF THE LOAN.

[Execution page follows]

Date: _____, 2017

County Judge, Williamson County, Texas

EXHIBIT A

**CERTIFICATE OF PUBLIC HEARING OFFICER
REGARDING PUBLIC HEARING**

Exhibit A

CERTIFICATE OF PUBLIC HEARING OFFICER
REGARDING PUBLIC HEARING (INTERNAL REVENUE CODE § 147(f))

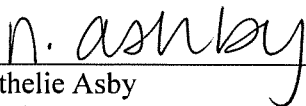
NEWARK CULTURAL EDUCATION FACILITIES FINANCE CORPORATION
TAX-EXEMPT LOAN
(GOODWILL INDUSTRIES OF CENTRAL TEXAS AND
GOODWILL TEMPORARY SERVICES, INC.)

I, the undersigned, do hereby make and execute this certificate for the benefit of all persons interested in the issuance of the above-referenced bonds (collectively, the “Bonds”).

I hereby certify as follows:

1. I am the duly appointed hearing officer for the public hearing which was held in connection with the issuance of the Bonds at the time and place indicated in the Notice of Public Hearing included in **Exhibit A** attached hereto.
2. Notice of the public hearing was published no less than 14 days before the date of the public hearing in the *Austin American-Statesman*, as evidenced by the Affidavit of Publication of the Notice of Public Hearing attached hereto as **Exhibit A**.
3. All persons appearing at the public hearing were given an opportunity to comment on the proposed issuance of the Bonds and the project to be financed with proceeds of the Bonds. No such persons appeared or made comments except as is set forth on **Exhibit B** attached hereto.
4. After giving all interested persons an opportunity to appear and comment, the public hearing was declared closed.

WITNESS MY HAND this 12th day of September, 2017.



Nathelie Asby
Hearing Officer

Exhibit A - Affidavit of Publication of the Notice of Public Hearing
Exhibit B - Names and Comments of Persons Attending Public Hearing

EXHIBIT A

AFFIDAVIT OF PUBLICATION OF THE NOTICE OF PUBLIC HEARING

ATTACHED



Austin American-Statesman austin360 ahora sí

PROOF OF PUBLICATION STATE OF TEXAS

PUBLIC NOTICE

Before the undersigned authority personally appeared Alejandro Cado, who on oath says that he/she is a Legal Advertising Agent of the Austin American-Statesman, a daily published newspaper that is generally circulated in Bastrop, Bell, Blanco, Brazos, Burleson, Burnet, Caldwell, Colorado, Comal, Coryell, Fayette, Gillespie, Gonzales, Guadalupe, Hays, Kerr, Lampasas, Lee, Llano, Milam, Nueces, San Saba, Travis, Washington and Williamson Counties, and State of Texas, and that the attached advertisement was published in said newspaper, to wit: Andrews Kurth LLP, first date of publication 08/25/2017, last date of publication 08/25/2017, published 1 time(s), and that the attached is a true copy of said advertisement.

ANDREWS KURTH LLP
600 TRAVIS ST
STE 4200
HOUSTON, TX 77002-2929

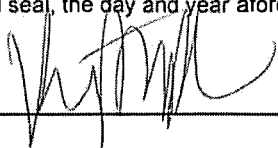
Invoice/Order Number:	0000205965
Ad Cost:	\$991.76
Paid:	\$991.76
Balance Due:	\$0.00

Signed _____

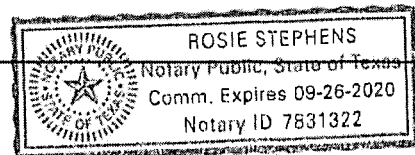

(Legal Advertising Agent)

Sworn or affirmed to, and subscribed before me, this 30th day of August, 2017 in Testimony whereof, I have hereunto set my hand and affixed my official seal, the day and year aforesaid.

Signed _____



(Notary)



Please see Ad on following page(s).

ANDREWS KURTH LLP
600 TRAVIS ST
STE 4200
HOUSTON, TX 77002-2929

Invoice/Order Number: 0000205965
Ad Cost: \$991.76
Paid: \$991.76
Balance Due: \$0.00

NOTICE OF PUBLIC HEARING

**NEWARK CULTURAL EDUCATION
FACILITIES FINANCE CORPORATION
TAX-EXEMPT LOAN
(GOODWILL INDUSTRIES OF CENTRAL
TEXAS AND
GOODWILL TEMPORARY SERVICES,
INC.)**

Notice is hereby given of a joint public hearing to be held on behalf of Newark Cultural Education Facilities Finance Corporation (the "Corporation") on September 12, 2017, at 10:00 AM, at the offices of Andrews Kurth Kenyon LLP on 111 Congress Avenue, Suite 1700, Austin, TX 78701, with respect to the above-captioned loan (the "Loan") to be issued by the Corporation in an aggregate principal amount not to exceed \$27,000,000. The proceeds of the Loan will be issued as part of a plan of finance and loaned to Goodwill Industries of Central Texas and Goodwill Temporary Services, Inc. (collectively, the "Borrower"), for the following purposes:

(1) financing and/or refinancing certain costs for the acquisition, site improvement, design, construction, renovation, furnishing, and/or equipping of the Borrower's facilities located on:

- (a) 1901 Glen Heather Dr., Lakeway, TX 78734;
- (b) 1015 Norwood Park Blvd., Austin, TX 78753;
- (c) 9801 Brodie Ln., Austin, TX 78748;
- (d) 6505 Burleson Rd., Austin, TX 78744;
- (e) 1703 FM RD 685, Pflugerville, TX 78660;
- (f) 7817 Clock Tower Dr., Austin, TX 78753;
- (g) 2805 and 2807 Skyway Cir., Austin, TX 78704;
- (h) 560 Highway 79 West, Hutto, TX 78634;
- (i) 107 Childers Dr., Bastrop, TX 78602 (collectively, the "Projects"); and

(2) paying a portion of the costs of issuance of the Loan.
The Projects are operated by and owned by the Borrower. The Loan is not payable out of taxes and are secured by and payable solely from funds provided by the Borrower.

The public hearing will be conducted by Nathalie Ashby, or her designee (the "Hearing Officer"). Questions or requests for additional information may be directed to the Hearing Officer (telephone: 713-220-3808). Any interested persons unable to attend the hearing may submit their views in writing to the Hearing Officer prior to the date scheduled for the hearing at fax number 713-220-4285. This notice is published and the hearing is to be held in satisfaction of the requirements of Section 147(f) of the Internal Revenue Code of 1986, as amended.

8-25/2017
0000205965-01

EXHIBIT B

NAMES AND COMMENTS OF PERSONS ATTENDING PUBLIC HEARING

NONE

<u>Name of Attendee</u>	<u>Comment</u>
1. _____	_____ _____ _____ _____ _____
2. _____	_____ _____ _____ _____ _____
3. _____	_____ _____ _____ _____ _____

Commissioners Court - Regular Session

48.

Meeting Date: 09/19/2017

Sept. Agenda

Submitted For: Dan Gattis

Submitted By: Rebecca Clemons, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on adopting a policy regarding presentations and recognitions to Commissioners Court.

Background

Consider adopting a policy that special interest items such as proclamations, awards, presentations, etc... be scheduled for the first Tuesday of each month. This would not include reoccurring County business items such as Road programs or Budget. In the event, Court is not held on the first Tuesday, it would occur on the next Commissioners Court date after.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst. (Originator)

Form Started By: Rebecca Clemons

Final Approval Date: 09/05/2017

Reviewed By

Wendy Coco

Date

09/05/2017 01:44 PM

Started On: 09/05/2017 01:16 PM

Commissioners Court - Regular Session

49.

Meeting Date: 09/19/2017

Budget

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 regarding the Budget for 2017 - 2018.

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: Hal Hawes

Final Approval Date: 09/06/2017

Reviewed By

Wendy Coco

Date

09/06/2017 04:50 PM

Started On: 09/06/2017 03:21 PM

Commissioners Court - Regular Session

50.

Meeting Date: 09/19/2017

FY18 Budget Policy

Submitted By: Ashlie Koenig, Budget Office

Department: Budget Office

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on the Budget Policy document updates for FY18.

Background

This document is reflective of processes and policies associated with the budget process. Updates are noted in the attached (highlighted in red) and include but are not limited to the following:

Grammatical corrections

Revisions associated with previously adopted changes to the unallocated/merit process

Life Cycle Costing - this has been our approach historically, however, we are formalizing it in writing

Uniform Policy/Funding - this has been our approach historically, however, we are formalizing it in writing

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

[FY18 Budget Policy](#)

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Ashlie Koenig

Final Approval Date: 09/14/2017

Reviewed By

Wendy Coco

Date

09/14/2017 08:04 AM

Started On: 09/13/2017 08:57 PM

WILLIAMSON COUNTY BUDGET POLICY

The stewardship of public funds is one of the greatest responsibilities the Commissioners Court is tasked with. Therefore, the establishment and maintenance of budget policy is critical to ensure County officials protect public interests and promote citizens' confidence in County government...

I. General Policies

1. Williamson County will operate on a fiscal year which begins on October 1st and ends on September 30th.
2. Williamson County will continuously identify areas within the County for evaluation in order to improve efficiency and manage costs.
3. Cost/Benefit studies will be conducted, where appropriate and applicable, on non-recurring and recurring expenditures as well as capital projects.
4. Approved annual budgets, with amendments as approved by the Commissioners Court, are the management control device utilized by the County. Annual appropriated budgets are adopted for the General, Road and Bridge and Debt Services Funds and lapse at fiscal year end.
5. Each department should make every effort to manage expenditures in a fiscally prudent manner. All programs should be monitored on a regular basis to ensure viability, necessity and efficiency.
6. Proposed expenditure recommendations shall include the following:
 - a. General Fund operating and maintenance expenditures
 - b. Road and Bridge Fund operating and maintenance expenditures
 - c. Debt Service Fund expenditures
 - d. Any additional information as requested by the Court~~ed~~
7. Technology requests should increase the efficiency of County government by improving the delivery of service, reducing duplication of data, increasing the accuracy of data, consolidating data entry efforts, reduce the necessity to add staff in future years or be required because of a new statutory requirement.
8. In order to maintain efficient and ~~cost-effective~~cost-effective services to the citizens of Williamson County, all budget requests are recommended to be

prepared from the modified, zero-based budgeting process justifying the proposed expenditures as well as utilizing the most current information and trend analysis.

9. Williamson County seeks to advance economic development within the County. The Court will continuously support efforts to advance economic prosperity of the County when it finds that such efforts are in the best interest of the County and its citizens.
10. The Court at all times will attempt to maintain or lower the present tax rate.

II. Revenue and Transfer Policies

1. Williamson County will establish user charges and fees as permitted by law at a level related to the cost of providing that service to include direct and indirect costs.
2. When necessary, Williamson County will permit increases or decreases in user charges and fees. These charges and fees should be monitored and re-evaluated annually by each department head and/or elected official.
3. The County shall continuously seek public and private grants as well as other outside funding sources.
4. Williamson County allows a department head, appointed/elected official or his/her designee to request line item transfers throughout the fiscal year. Pursuant to Local Government Code Section 111.070, the Commissioners Court may spend County funds only in strict compliance with the budget. The Commissioners Court by order may amend the budget to transfer an amount budgeted for one item to another budgeted item without authorizing an emergency expenditure.
5. Line item transfers between 8000 accounts, [merit 001130](#) and salary lines for the purpose of merit money allocation and re-allocation are initiated by Human Resources, forwarded to the Budget Office and completed by the Auditor's Office. These transfers will be placed on the agenda as needed ~~quarterly~~ for Commissioners Court approval/review.

III. Reserve Policies

1. Williamson County will maintain adequate levels of fund balance to mitigate current and future risks, maintain an exceptional bond rating, and for long-term planning.
2. It is imperative that all department heads as well as elected officials continuously review expenditures to ensure fiscal responsibility.

IV. Budget Amendment Policies

1. Pursuant to Local Government Code, Section 111.070 (b), the Commissioners Court may authorize an emergency expenditure as an amendment to the original budget only in case of a grave public necessity to meet an unusual and unforeseen condition that could not have been included in the original budget through the use of reasonably diligent thought and attention.
2. All budget amendments must be placed on the regular agenda for consideration by the Commissioners court and any amendments creating an increase in budgetary commitment for the next fiscal year shall be specifically noted.
3. The re-appropriation at the beginning of a fiscal year of funds committed under valid purchase orders of the County but unspent by September 30th of the prior fiscal year require a budget amendment from fund balance. These amendments are few in nature and will be made on a case by case basis. These budget amendments have no net effect on spending but simply change the accounting year for expenditures.

V. Capital Improvement Policies

- Capital improvement projects include major equipment, software purchases as well as construction and remodeling requiring extensive funding.
- Each department is encouraged to update their capital projects plan for the next five years so the Budget Officer may consolidate these into a five-year Capital Improvement Plan. Departments in a common functional area should cooperate in planning for capital projects affecting the entire function of that particular area. Budgeting and allocation of funds for capital projects will be made on the basis of long term planning.
- Capital improvement projects may be paid from current revenues, cash reserves or bonds. Bonds or other forms of debt will normally be used for capital projects when appropriate.
- The selection of furniture, fabrics, color choices and/or materials used in the construction/remodeling of Williamson County facilities will be made by the Williamson County Facilities Division subject only to the Williamson County Commissioner Court's authority to override or otherwise modify such selection decisions pursuant to the Williamson County Commissioners Court's facilities powers, as is conferred by the Constitution and the laws of the State of Texas. Every effort will be made to maintain a professional appearance and provide uniformity and standardization in Williamson County facilities. Funding, where

applicable, for the above--mentioned facility enhancements may reside in the Williamson County Facilities departmental budget.

- The selection of flooring, paint, lighting, HVAC and electrical facility enhancements in individual/personal offices will be made by the Williamson County Facilities Division subject only to the Williamson County Commissioner Court's authority to override or otherwise modify such selection decisions pursuant to the Williamson County Commissioners Court's facilities powers, as is conferred by the Constitution and the laws of the State of Texas. Every effort will be made to maintain a professional appearance and provide uniformity and standardization in these areas. Funding, where applicable, for the above mentioned facility enhancements may reside in the Williamson County Facilities departmental budget.
- Life cycle replacements, defined as a capital improvement analyzed for life cycle efficiency with a scheduled end of life, will be evaluated for the following:
 - Expected life of the replacement equipment
 - Age of current equipment being replaced
 - Repair dollars spent YTD
 - Issues with current system/equipment
 - Cost / Benefit of replacement
 - Phase in Approach vs. All at Once Funding
 - Cost savings of replacement item
 - Recurring costs associated with replacement item
 - External resources required to support replacement item to include external agencies, maintenance contract agreements and/or internal departments

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VI. Personnel Policies

1. It is the priority of the Court to provide adequate and qualified staffing for offices and departments while ensuring efficiency. Requests for staff should be made only for new programs and/or upon demonstrated increases in service requirements that cannot be met with improved technology or changes in procedures.
2. Positions will only be recommended and approved when a verifiable need is demonstrated. Complete documentation to include any applicable and verifiable statistics, metrics, compliance requirements, job description, etc. should be provided at the time of the request.
3. The Court encourages and supports the allocation of funding to ensure the County's work force is properly trained. It is recommended that all department

heads as well as elected officials additionally support reasonable continuing education requests.

4. The Court strives to ensure, where possible and practical, that employee compensation will be competitive with other similarly situated counties and/or local municipalities.
5. The Budget Office will maintain a budget on each position in an effort to identify “unallocated” funds available for the purpose of ~~merit, retention,~~ recruiting, re-classifications and re-organizations. Position control will be utilized on all salary line items with the exception of line item 001107, Temporary and Seasonal. Monies remaining in a salary line due to a position being vacant may not be used to increase a position’s salary/rate of pay but may be used to pay out leave time when a position is vacated.
6. Each year merit money allocation, funding and adoption will be based on salaries as ~~of June 30th~~ of the last pay period in March with the exception of any Human Resources recommended/adopted salary adjustments (increases or decreases effective for the new fiscal year). These recommended/adopted increases/decreases will be the new basis/salary for merit allocation.
7. All newly created positions will be funded at the minimum of the pay grade.
8. Re-classifications will be funded in accordance with current policy.
- ~~8-9.~~ Merit funding (object code 001130) may only be used for merit performance/purpose in accordance with current policy. All merit funding remaining in salary line 001130 will roll forward each fiscal year. Merit funds, once allocated to a position, may not be moved back into the merit line, object code 001130. Merit funding/calculations are based on all filled/unfilled, full-time/part-time position based slots. New positions are excluded from merit funding but allowed up to a 5% merit increase after 90 days.

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VII. Fleet Policies

1. Vehicle and heavy equipment replacement funding will be allocated to each department when necessary in accordance with the Fleet Management Replacement Program. Vehicle and heavy equipment replacement recommendations will be reviewed for ~~include~~ the following ~~criteria~~:
 - a. Miles
 - b. Maintenance
 - c. Type of Vehicle / Equipment Requested
 - d. Fuel Efficiency
 - e. Age of Vehicle

VIII. Uniform Policies

Uniform funding *may* be provided to serve a public purpose and for departments/individuals who a) require regular and recurring public contact b) require clear identification to the public or c) where a demonstrated need is created for distinct separation between staff and population i.e. deputy vs. inmate, detention officer vs. population, etc.

The following uniform criteria must be met:

- The uniform item must be required daily wear by the elected official/department head
- A departmental uniform policy must be provided at the time funding is requested to include (but not limited to) quantity of uniforms provided, positions requiring a uniform item, itemization of uniform items and on-going replacement of such items
- Uniform items must not be easily converted to every day wear i.e. jeans, caps, t-shirts (a patch/emblem/logo on the uniform item does not necessarily prevent it from being easily converted)
- Footwear will only be funded if it is a specialty item required for health and safety i.e. boots for motor units
- Funding for outerwear such as jackets and protective gear will only be recommended if an employee's job duties must be performed outdoors on a regular basis and the employee's personal outerwear is not permitted.

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Commissioners Court - Regular Session

51.

Meeting Date: 09/19/2017

budgetorder4

Submitted By: Rebecca Clemons, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on FY17/18 Budget Order.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

[draft4.take2](#)

Form Review

Inbox

County Judge Exec Asst. (Originator)

Form Started By: Rebecca Clemons

Final Approval Date: 09/14/2017

Reviewed By

Wendy Coco

Date

09/14/2017 08:04 AM

Started On: 09/14/2017 08:03 AM

**STATE OF TEXAS
COUNTY OF WILLIAMSON
AN ORDER ADOPTING THE 2017/2018 COUNTY BUDGET**

WHEREAS, the Williamson County Commissioners Court is authorized and required to adopt an annual budget for all Williamson County officials and their departments after due consideration;

WHEREAS, the Williamson County Commissioners Court did invite and encourage public participation from county officers, precinct officers, department heads, and the general public, as to the various needs of the citizens of Williamson County for the fiscal year 2017/6/20187;

WHEREAS, the Williamson County Commissioners Court, after a full discussion of the needs, did make changes in the proposed budget filed by the County Judge in accordance with law; NOW

THEREFORE, BE IT ORDERED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT that the proposed budget filed by the County ~~Budget Officer~~Judge and amended by the Commissioners Court be adopted with the following provisions:

POLICIES RELATED TO COMPENSATION AND BENEFITS

I. SALARIES

1. Salaries for County and Precinct Officials are set as follows:

a)	Judge of the County Court	117,794.82 per year
b)	Judge of the County Court at Law #1	157,000.00 per year
c)	Judge of the County Court at Law #2	157,000.00 per year
d)	Judge of the County Court at Law #3	157,000.00 per year
e)	Judge of the County Court at Law #4	157,000.00 per year
f)	County Attorney	157,000.00 per year
g)	County Sheriff	119,002.78 per year
h)	County Clerk	97,574.36 per year
i)	County Tax Assessor/Collector	101,466.82 per year
j)	District Clerk	97,574.36 per year
k)	County Treasurer	93,879.76 per year
l)	Each County Commissioner	95,918.16 per year
m)	Each Justice of the Peace	85,388.69 per year
n)	Each Constable	80,771.60 per year

2. The number of employee positions established and authorized for each official and/or department, and the maximum allowable salary for each position is reflected in the annual approved county budget filed with the County Clerk.

II. HOLIDAYS

The established holiday schedule for paid holidays for the 2017/2018 budget year is as follows:

Veterans Day	Friday	November 10, 2017
Thanksgiving Holiday	Thursday Friday	November 23, 2017 November 24, 2017
Christmas Holiday	Monday Tuesday	December 25, 2017 December 26, 2017
New Year's Holiday	Monday	January 1, 2018
Martin Luther King Day	Monday	January 15, 2018
President's Day	Monday	February 19, 2018
Good Friday	Friday	March 30, 2018
Memorial Day	Monday	May 28, 2018
Independence Holiday	Wednesday	July 4, 2018
Labor Day	Monday	September 3, 2018

See Addendum: The Williamson County Employee Policy Manual (April 11, 2017). Contains the policies for employee usage of paid holiday time as well as other policies affecting payroll related matters.

III. SUPPLEMENTAL PAY^[RC1]

Williamson County recognizes the following supplemental pay additives. The departments/offices are responsible for ensuring that the employees selected meet all of the requirements established by their offices.

1. Field training Officer Pay (FTO) – Training officers must maintain the proper certification and follow all established operating procedures. The positions designated as Field Training Officers will be paid \$150 per month. The following departments/offices are authorized to receive FTO incentive pay for the maximum number of positions listed:

Sheriff's Office – Maximum of 18 positions

Corrections – Maximum of 12 positions

Emergency Medical Services – Maximum of 20 positions

Mobile Outreach Team – Maximum of 4 positions

~~A maximum of 18 approved positions within the Law Enforcement Bureau of the Williamson County Sheriff's office will be designated as Field Training Officers. To receive Field Training Officer incentive pay, a Deputy must be TCLEOSE certified~~

~~as a Field Training Officer and be assigned by the Sheriff as one of the approved 18 officers. The Officers also must follow the Field Training Officer's Standard Operating Procedures in place with the Williamson County Sheriff's Office.~~

~~2. A maximum of 12 approved positions within the Corrections Bureau of the Williamson County Sheriff's Office will be designated as Corrections Training Officers. The officers must have appropriate certification and follow established operating procedures[RC2].~~

23. Crisis Intervention Team Supplemental Pay (CIT) – Members of the Crisis Intervention Team must maintain the proper certification and follow all established operating procedures. The positions designated for CIT pay will be paid \$250 per month. The following departments/offices are authorized to receive CIT supplemental pay for the maximum number of positions listed:

Sheriff's Office – Maximum of 11 positions

~~A maximum of 11 approved law enforcement tenure positions within the Williamson County Sheriff's Office are eligible for Crisis Intervention Team Supplemental pay in the amount of \$250 per month. In order to receive the CIT supplemental pay a law enforcement tenured deputy must hold the appropriate certifications and follow established policies and procedures.~~

3. Training Specialist Supplemental Pay – Training Specialist must maintain the proper certification and follow all established operating procedures. The positions designated as Training specialist will be paid \$100 per pay period. The following departments/offices are authorized to receive Training Specialist pay for the maximum number of position listed:

Emergency Communications – Maximum of 4 positions

4. On – call Pay – Specific positions are classified as eligible for on-call pay due to the demand for after hour services. The positions designated for on-call pay must follow all established operating procedures. The following departments/offices are authorized to on -call pay for the maximum number of positions and amounts listed.

District Attorney's Office – Maximum of 1 Assistant District Attorney, \$300[RC3] per week to be paid by the District Attorney's Asset Forfeiture Fund

Facilities Maintenance – Maximum of 2 non – exempt positions, \$75 per week

Technology Services – Maximum of 1 position, \$200 per week[RC4]

~~A maximum of 4 positions in Emergency Communications may receive \$100.00 per pay period incentive pay as a designated Training Specialist. To receive the Training Specialist pay, the employee, at a minimum, must be trained as a Certified Training Officer by the Association of Public Safety Communications Officials, meet all TCOLE training standards requirements, and be credentialed through the Emergency Communications education process. The Training Specialist may receive incentive for providing training on call taking, law enforcement radio dispatching, or fire/EMS radio dispatching. The Training Specialist, while receiving the incentive pay, will also be responsible for conducting regular continuing education training, new employee academy support, and other education related duties as assigned consistent with the ongoing education of the frontline employees. The Training Specialist will be selected based on the type of training required such as Law Enforcement, Fire, Call Taker and EMS. The selection of the FTO will be on a rotation basis according to the training criteria required.~~

~~5. A maximum of 20 positions within the Emergency Medical Services Division may be designated as Field Training Officers. A maximum of \$150.00 per month may be paid as FTO incentive pay per employee. The employee must be certified or licensed by the Texas Department of State Health Services as a Paramedic (with no state sanctions or disciplinary restrictions) in order to receive the incentive pay. Also required: a) a completed course of instruction at the Paramedic level (National Registry preferred) b) a Williamson County EMS FTO training course c) valid Texas Driver License d) thorough knowledge of current principles and practices of emergency care at the basic and advanced levels e) responsible for the training and development of new Williamson County Emergency Medical Services personnel, First Responder Advanced Providers, senior paramedic students and instructor duties as assigned at EMS educational shift tracks[RC5].~~

~~6. A maximum of 4 positions within the MOT may be designated as Field Training Officers during the period of time that the position is participating in training. A maximum of \$150.00 per month may be paid as FTO incentive pay per position[RC6].~~

~~7. An Assistant District Attorney may receive supplemental pay for on call duties. The duties require the employee to carry a cell phone for a week at a time on a rotating basis. The week runs from Friday at 5:00 PM through the weekend until the following Friday at 5:00 PM. The assigned on call prosecutor will receive calls for charging advice and warrant assistance and may need to contact the assigned judge for review and approval of any warrant. The amount of the supplement will be \$200.00 per week per employee. The funding for this supplemental pay will come from the District Attorney's Asset Forfeiture Fund[RC7].~~

~~8. An employee in the Facilities Maintenance department may receive up to \$75.00 per week for On Call duty work. The employee must be able to respond to an event within 1 hour of being notified while on call. A total of two employees may be requested to be on call each week. The week for on call duty will be from Wednesday to Wednesday. Only non exempt staff will be selected for additional on call duty pay on a rotating basis. If the employee does not follow the departmental procedures provided in the Maintenance SOP then the employee will not receive additional pay[RC8].~~

~~9. "An employee in the Technology Services department may receive a supplement of up to \$100 per week for On Call duty work. The employee must be able to respond to an event within 30 minutes of being notified while on call. The duties require the employee to carry a cell phone while on call. The assigned on call employee will receive calls from public safety personnel (i.e. Sheriff's Office, 911 Communications, EMS, city police, etc.) when they have critical technology issues that cannot wait until the next business day. The week for on call duty will be from 5:00 pm Thursday to 5:00 pm Thursday. The on call employee must follow the departmental procedures for On Call duty in order to receive the supplemental pay[RC9]."~~

IV. FINANCIAL POLICIES

1. **Fund Balance Policy:** Williamson County recognizes the financial importance of maintaining an appropriate level of Unassigned Fund Balance. A formalized Fund Balance Policy demonstrates to the taxpayer fiscal prudence and the ability to meet its obligations in a timely manner. Independent financial analysts rate the county's financial stability. The

county's credit strength and strong management control reported by these analysts is, in part, a result of this Fund Balance Policy.

Williamson County will maintain reservations of Fund Balance, in accordance with Governmental Accounting and Financial Standards Board Statement No. 54, Fund Balance Reporting and Governmental Fund Type Definitions. This Policy shall only apply to the County's governmental funds. Fund Balance shall be composed of non-spendable, restricted, committed, assigned and unassigned amounts.

2. **General Fund:** Unassigned Fund Balance represents the difference between assets and liabilities that is available for appropriation.

Commissioners Court has assigned \$1.6 million dollars of fund balance for the purpose of funding Law Enforcement and Corrections salaries should the amount budgeted not be sufficient to fund the total amount of approved FTE's in these departments. A budget amendment will be placed on the consent agenda during the fiscal year should the departments exceed the budgeted total.

Williamson County will maintain an appropriate level of Unassigned Fund Balance in the General Fund to protect against a reduction of services due to temporary revenue shortfalls or unexpected one-time expenditures. It also helps to ensure stable tax rates. The level of Unassigned Fund Balance for the General Fund shall not be less than 35% of total General Fund budgeted expenditures. The goal of each year's budget process will be to adopt a budget that maintains compliance with the General Fund Unassigned Fund Balance Policy. If it is determined there is a surplus (an amount exceeding the target limit), the funds may be designated or appropriated for the following, including but not limited to:

- Tax rate stabilization.
- Only one-time, non-recurring expenditures, such as capital improvement needs.
- Address any shortfall in related funds, i.e. Road and Bridge Fund.
- Reduction of debt; to include capital leases.

If it is determined there is a deficit (an amount below the lower limit), the County must develop a plan to rebuild the Unassigned Fund Balance to 35%.

3. **Tobacco Fund:** The initial distribution of Williamson County's share of the settlement established the fund in 1999. Revenues to the fund consist of interest income and the annual distribution by the state of the state trust earnings. To ensure continuation of the fund, the Williamson County Commissioners Court has designated the portion of fund balance representing the amount of the original settlement (\$2.5M). Designation means that this amount, or "principal" balance, cannot be expended. In addition to the original settlement amount, each year, 20% of the revenues from both interest income and the annual distribution from the state will be added to the designated fund balance in order to allow the fund to grow over time. Only 80% of revenues earned from interest and the earnings distributed annually by the state will be budgeted and expended. When determining the next year's budget, the amount available to expend will be calculated using actual revenue and interest revenue amounts from May 1st of the previous year to April 30th of the current year. Any unspent funds at the end of the fiscal year will be available to budget in the next year. If Tobacco Fund expenditures are budgeted to offset expenditures in other funds, the actual program cost to the other Funds will

be determined prior to transferring in any dollars from the Tobacco Fund. This available balance will be tracked annually by the County Auditor's office.

4. **Self-Insured Health Plan Fund Policy:** Unassigned Fund Balance represents the difference between assets and liabilities that is available for appropriation. Williamson County will maintain an appropriate level of Unassigned Fund Balance in the Benefits Fund to protect against an inability to pay for claims and administration associated with the self- insured health plan due to temporary revenue shortfalls. It also helps to ensure stable employer and employee contribution rates.

The Self-Funded Health Plan Fund currently has a "goal of reaching and maintaining 25% of expected claims". The goal of each year's budget process will be to endeavor to adopt a budget that maintains compliance with the Benefits Fund Unassigned Fund Balance Policy.

If it is determined there is a surplus (an amount exceeding the target limit), the funds may be designated or appropriated for contribution rate stabilization.

If it is determined there is a deficit (an amount below the lower limit), the County may develop a plan to rebuild the Unassigned Fund Balance to 25% of expected claims.

5. **Radio Communication Systems (RCS) Fund Policy:** Unassigned Fund Balance represents the difference between assets and liabilities that is available for appropriation. Williamson County will maintain an appropriate level of Unassigned Fund Balance in the Radio Communications Systems Fund to protect against unforeseen operating issues. These unforeseen issues can result from environmental or project related items. It also helps to ensure stable radio user fees for the user community. The Radio Communication Systems Fund has a "goal of reaching and maintaining 30% of total Radio Communication Systems expenditure budget.

If it is determined there is a surplus (an amount exceeding the target limit), the funds may be designated or appropriated for:

- Only one-time, non-recurring expenditures, such as tower improvements
- Fee stabilization

If it is determined there is a deficit, the Radio Communication Systems Board will develop and recommend a plan to the County to rebuild the Unassigned Fund Balance to 30%.

Use and Distribution of Specific Special Revenue Funds and Accounts

64. **Child Safety Fund:** – This fund is used to deposit a \$1.50 fee collected on each vehicle registration and court costs collected by justice, county, or district courts for violations that occur within a school-crossing zone of \$25 per violation. This fund is used to provide a school crossing guard program and/or programs designed to enhance child safety, health, or nutrition. The Commissioners Court, by an order adopted in October 2010, has directed these funds to be distributed in the following manner: 10% of Total Collections less an administrative fee shall be distributed to the Williamson County's

Children's Advocacy Center. The remainder shall be distributed to the school districts on a pro rata basis based on attendance. These funds will be distributed annually after the close of the prior fiscal year.

~~Child Safety fees collected by justice, county and district courts in accordance with the Texas Education Code are accumulated in the Child Safety Fund. These funds are to be distributed to Williamson County school districts based on the number of students who reside in Williamson County for the purposes of providing school crossing guard services. This distribution will occur annually at the close of each fiscal year.~~

~~75. **School Fund:** Williamson County maintains a working interest ownership in two natural gas producing properties located on what was formerly county-owned property. The mineral rights that have been retained are designated to be distributed to school districts within the county based on the number of students who reside in the county. This distribution will occur annually at the close of each fiscal year and will coincide with the distribution of the Child Safety Fund proceeds.~~

~~86. **Employee Fund:** The Employee fund is proceeds collected from Williamson County's vending machine contract. Use of these funds must be **pre-approved** by the County Judge.~~

These funds may be used for the following purposes:

- a) To offset the cost of ~~the County Christmas party~~ County employee events
- b) Flowers for the death of an employee only
- c) An award or plaque upon retirement for employee recognition. All purchases must display (i.e. engraving) information regarding the purpose of the employee recognition.
(Purchasing guidelines must be adhered to)
 - i. The employee must be vested
 - ii. \$40.00 allowed for employees with up to 15 years of service
 - iii. \$80.00 allowed for employees with over 15 years of service
- d) Employee ~~of the Year Awards~~ recognition events and programs

No reimbursement of sales tax will be allowed.

The amount allowed for use may never exceed the actual balance in the fund.

Purchases from this fund are approved by the County Judge.

~~7. **Self-Insured Health Plan Fund Policy:** Unassigned Fund Balance represents the difference between assets and liabilities that is available for appropriation. Williamson County will maintain an appropriate level of Unassigned Fund Balance in the Benefits Fund to protect against an inability to pay for claims and administration associated with the self-insured health plan due to temporary revenue shortfalls. It also helps to ensure stable employer and employee contribution rates.~~

~~The Self-Funded Health Plan Fund currently has a "goal of reaching and maintaining 25% of projected claims". The goal of each year's budget process will be to endeavor to adopt a budget that maintains compliance with the Benefits Fund Unassigned Fund Balance Policy.~~

~~If it is determined there is a surplus (an amount exceeding the target limit), the funds may be designated or appropriated for contribution rate stabilization.~~

~~If it is determined there is a deficit (an amount below the lower limit), the County may develop a plan to rebuild the Unassigned Fund Balance to 25% of projected claims.~~

98. **WM-City of Hutto and Hutto ISD Fund:** The WM-City of Hutto and Hutto ISD Fund consists of proceeds paid by Waste Management annually. Per the agreement, these funds represent 2% of the Tip Fee and are to be expended for the benefit of the City of Hutto and Hutto ISD. The expenditures are at the County’s sole option. The annual distribution will be allocated 50% to the City of Hutto and 50% to Hutto ISD. Each entity is required to request any disbursements from the fund.

109. **Williamson County Community Facility Fund:** This fund consists of fees collected through the Williamson County Landfill. Community organizations, groups, and individuals may submit a funding request to the Williamson County Commissioners Court for the construction, improvement, or remodel of community facilities located in Williamson County that serve a public purpose.

11. **Use of Flex Funding Account for Mental Health Mobile Outreach Team:** In order to mitigate the incidence of public mental health crisis and save the taxpayers from spending additional funds on costs that could otherwise be limited for public health-related services, the Williamson County Commissioners Court finds there is compelling need to establish and authorize the use of a mental health Flex Funding Account by the Mobile Outreach Team.

Therefore, pursuant to the Texas Local Government Code, § 111.068(b) (citing the “interest of the tax payers” in budget matters), the Texas Health and Safety Code, § 121.003(a) (authorizing commissioners court to “enforce any law that is reasonably necessary to protect the public health.”), and the common law granting the County authority to regulate the public health and safety, the Williamson County Commissioners Court approves the Mental Health Mobile Outreach Team Flex Funding Account. Typical Flex Funding expenditures may include, but are not limited to transportation vouchers, payment for medical appointments, medication/pharmacy vouchers/payments, payment for therapy sessions (short to mid-term), food and motel vouchers, payment toward utility or other essential household bills. The Mobile Outreach Team has Policies and Procedures to ensure compliance with this policy. The fund is subject to further oversight, including but not limited to, auditing by the Williamson County Auditor’s Office.

V. PURCHASING – GENERAL PROCEDURES

1. The purpose of this section is to facilitate the judicious expenditure of county dollars. This policy will provide consistent procedures for the acquisition of materials, supplies, and services required by Williamson County. The responsibility to adhere to

all Purchasing policies rests with the employee, supervisor, ~~or~~ department head, or elected officials who certifies conformance to them. Any questions related to conformance should be directed to the Purchasing Department prior to making a purchase.

2. County purchasing policies must be strictly adhered to for all purchases and can be located on the SharePoint Purchasing Portal at: <https://wilco365.sharepoint.com/purchasingportal>.

- County Purchase Requisitions and Purchase Orders must be submitted electronically. All Department Heads/County Officials shall ensure Purchase Requisitions are not created and approved in Oracle by the same individual. There must be a separation between Requisition originators and Requisition approvers. This is to ensure proper segregation of duties to prevent error and fraud.

- ~~• All purchases for materials, supplies and services require a Purchase Order prior to placing the order.~~

- ~~• Purchases \$2,000 or greater require approval of the County Judge.~~

All purchases for materials, supplies and services require Purchasing approval prior to placing the order. The preferred approval method is issuance of a Purchase Order but Procurement Cards (P-cards) may be used for specific situations.

- ~~○ Purchases \$5,000 or greater require approval of the County Judge.~~

- Requests for a Purchase Order **after** the order is placed will not be processed except for the following items:
 - Repair services (i.e. equipment repairs, vehicle repairs etc., includes purchase and/or replacement of any parts). Purchase Requisition must be entered as soon as possible after the purchase was made.
 - Goods and Services purchased during an emergency (i.e. public calamity). ~~Purchase~~ Requisition must be entered as soon as possible, after the purchase was made and the purchase must be exempted during the next possible Commissioners Court meeting
- Purchases for supplies and materials for which a Purchase Order was not issued prior to the purchase must be approved by the County Judge. Please complete the *County Judge Approval Form* located on the Auditor's Portal for these purchases.
- Procurement Cards (P-cards) may be utilized as an alternate purchasing method to Purchase Orders for small dollar purchases, registration fees, business travel and training. P-card holders must adhere to the Williamson County Procurement Policy located in the Procurement Card Manual at the SharePoint Purchasing Portal at <https://wilco365.sharepoint.com/purchasingportal>.
 - Cardholder is responsible to verify budget funds are available before the purchase is made.
 - Purchases ~~\$5,000~~~~\$2,000~~ or greater require approval of the County Judge.

- The procurement card monthly Expense Report and all receipts must be submitted to Accounts Payable within 5 business days of the statement close date. receipt of statement.
 - Personal charges on the procurement card are strictly prohibited and may result in disciplinary action including suspension of card privileges and/or termination of employment.
3. Information for conducting purchases on behalf of Williamson County can be located on the intranet Purchasing Portal located at: <https://wilco365.sharepoint.com/purchasingportal>. This site provides county departments access to:
- a. Policies, Procedures and Manuals
 - b. Training Materials
 - c. Forms
 - d. Guides and other tools to assist in the purchasing process
4. Any questions related to conformance of county Purchasing Policies should be directed to the Purchasing Department prior to making a purchase.

<http://www.wilco.org/CountyDepartments/Purchasing>

VI. ACCOUNTS PAYABLE - GENERAL PROCEDURES

- ~~1. The following definitions apply to the Accounts Payable section of this order.~~
- ~~a) Authorized travel any travel by a county official or employee for the purpose of official county business.~~
 - ~~b) Day travel travel outside the county that does not include an overnight stay.~~
 - ~~c) Overnight travel travel outside the county that exceeds a 50 mile radius and does include an overnight stay.~~
 - ~~d) Emergency the occurrence of an unforeseen circumstance, which may result in harm to the public good.~~
 - ~~e) Official county business business that relates directly to a person's work function and directly benefits the county.~~
 - ~~f) Training reimbursement shall include all expenses relating to training including travel to the destination, meals, lodging and training aids. (workshops, seminars, conferences)~~
 - ~~g) Travel reimbursement shall include all expenses relating to travel including travel to the destination, meals and lodging. (Delivering documents, transporting a prisoner, attending county business meetings.)~~
12. The purpose of the Accounts Payable procedures is to promote the prudent exercise of judgment when spending county dollars. This policy will provide accountability and consistent Accounts Payable procedures in the issuance of checks for Williamson County obligations. The responsibility to observe these guidelines rests with the employee, supervisor, ~~f~~ or department head, or elected official who certifies conformance to these guidelines by approving the expenditure.

- a) Any bill or invoice must be submitted to the County Auditor for payment within five (5) fourteen (14) days of receipt by the Department. All expense reimbursements must be received submitted into the County Auditor's office for payment within sixty (60) days of the expenditure.
- b) Checks for payment of county obligations will be issued not later than 30 days after the date the invoice is received in the Accounts Payable department, pursuant to Texas Govt. Code Sec. 2251.021.
- c) Checks will be issued every Tuesday. When an issuance date falls on a holiday, checks will be issued on the first working day after the holiday. either the first working day before or after the holiday.
- d) The cutoff day for receiving invoices for each check run will be Wednesday. The Accounts Payable department will endeavor to process invoices that are received from Thursday to the following Wednesday approximately 13-20 days after the invoice is received in our department.
- e) Any invoice or expense reimbursement requiring additional review or signatures may cause delays in processing.
- f) Manual checks will be issued in emergency situations only with the County Treasurer's approval.
- g) Purchase orders are required for ALL purchases of materials and supplies, pursuant with the Texas Local Government Code, Chapter 113, Section 901 and the County Purchasing Manual. The Auditor's office will not process payment for an invoice without the required purchase order. Any expense incurred without the required Purchase Order must be submitted to the County Judge, along with the County Judge Approval Form, for his waiver of the Requisition requirement prior to submitting the expense to Accounts Payable for payment.
- h) All Department Heads/County Officials shall ensure purchase requisitions are not created and approved in Oracle by the same individual
- i) Discrepancies between invoices & purchase orders should be brought to the attention of the Purchasing department before submitting to Accounts Payable.
- j) PO numbers should be included on the invoice from the vendor. If the PO number is not indicated, the department should include the PO on the invoice when submitting it to the Accounts Payable Department.
- k) Invoices shall be submitted as a signed original or electronically. Do not submit both ways to avoid duplication of payment. Please include all relevant back up documents and signatures with the electronic copy.
- l) All authorizations and account coding should be made on the invoice.
- m) Approval signatures and account coding should not be made on the remittance portion of the invoice. If necessary, attach an additional sheet with approval authorization.
- n) If a PO is not required, -(Consult Purchasing Guide), and there is no invoice, please submit a check request form-requisition request with appropriate documentation directly to Accounts Payable. Please note, in either circumstance there is a 13-20 day processing time from the date Accounts Payable receives the request.
- o) Any questions or extenuating circumstances should be directed to the Accounts Payable department.
- p) A request for reimbursement for an on-line expense (e.g., e-tickets or hotel deposit) must include a printout of the on-line/e-mail receipt which includes

itemized documentation of the expense. ~~t should be attached to your expense report.~~

- pq) Cell phone use will be reimbursed/paid according to the county cell phone policy.
- r) Any mailings sent by a county department or official using county funds must be in furtherance of legitimate county business and must comply with all state ethics rules and other laws and regulations.
- s) All county meetings should be held in county facilities whenever feasible and such facilities are available. If the county meeting space is not available, other publicly owned facilities, such as those owned by cities, utility districts, or ~~and~~ school districts, should be utilized as the rental of these facilities is often at little or no cost.
- t) Transfer of funds **out** of the following line items will not be allowed:
 - i) Training
 - ii) Gasoline
 - iii) Cell Phones
- u) Transfer of funds **into** any of the above line items may be allowed.
- v) Transfer of funds out of, within, or to the following line items will not be allowed, with the exception of line item 1107/Temp-Seasonal:
 - i. Salaries- This pertains to salary line items that are budgeted based on position control. This includes object codes 1100, 1101, ~~1102~~, and 1105. Line item transfers between 8000 accounts and salary lines for the purpose of merit money allocation/ re-allocation are permissible and will be placed on the agenda for Commissioners Court approval/review.
 - ii. Fringe Benefits
- w*) All recruitment items purchased must comply with [Article III, section 52 of the Texas Constitution](#). Thus, the predominant purpose of any expenditures on recruitment materials must be to accomplish a “direct” public purpose and be in compliance with the provisions of this policy in order to ensure that Williamson County receives a return of public benefit from said expenditures. Williamson County recognizes the need to identify, recruit and hire qualified employees.
 - i. Funds for recruitment items must be approved during the annual budget process.
 - ii. Items must not state the name of any individual, but instead the name of the county and/or department or office.
 - iii. “Give Away” items such as pens, pencils, etc. should not exceed \$2.00 per item.
 - iv. All purchases must follow procurement guidelines.

VII. COUNTY VEHICLES

- ~~1. 1. The use of county equipment or vehicles for personal use is prohibited by law, but because of the need for specific officials and specific employees to respond to emergencies at night or on weekends, the following officials and employees (with the concurrence of their department head) are required to take a county vehicle to their home at night within Williamson County, even though this involves the use of a county vehicle for travel to and from their residence each day:~~

(Background note: Clarification was requested regarding County staff who leave vehicles parked near the County line, due to their residence being outside of Williamson County. Three options are listed below for your review. Option 1 and 3 would change current policy, option 2 would allow policy to remain the same and clarify the locations vehicles may be left at.) A request has also been made to allow an Elected Official or Senior Director to grant an employee the ability to take a County vehicle home for a specific occasion or event if it is in the business interest of the County to do so.

Option 1: (leave vehicle at work location if living outside the county, no parking at County line)

It is prohibited by law to utilize county owned vehicles for personal use. Any county employee that resides outside the county, and utilizes a county owned vehicle during their work day, is required to return that vehicle to their primary work location following their assigned work shift.

However, the following is an all-inclusive list of individuals that may be required to respond to emergencies outside of their normal work assignments, and may, with the concurrence of their department head or elected official, take a county vehicle to their residence, within Williamson County, at the end of their shift to allow them to respond as required.

Option 2: (Current -leave at county line if living outside the county)

It is prohibited by law to utilize county owned vehicles for personal use. The following is an all-inclusive list of individuals that may be required to respond to emergencies outside of their normal work assignment. With the concurrence of their department head or elected official, these individuals may drive and leave the county owned vehicle in a secured location, within Williamson County, following their assigned work shift. County owned vehicles may not be taken outside the county for the expressed purpose of driving the vehicle to and from a county employee's place of residence.

Non-emergency vehicles must be returned to the primary work location after work assignments/shifts have been completed. (For this option the assumption is that non – emergency vehicles would include any not listed below.)

Option 3: (left up to the DH/EO to take home in County for emergencies only, not regularly to drive to and from work)

It is prohibited by law to utilize county owned vehicles for personal use. Any county employee that is assigned a county owned vehicle to complete work assignments will be required to obtain approval from their department head or elected official prior to taking the vehicle to their residence or leaving the vehicle at any secured location, within Williamson County, after their assigned shift is completed. County owned vehicles may not be taken outside the county for the expressed purpose of driving the vehicle to and from a county employee's place of residence.

List would consist of individuals who were authorized to potentially utilize vehicles for emergencies only

- a) The Sheriff and paid law enforcement as follows: Sheriff's Patrol Deputies, Sheriff's Detectives, on call Crime Scene Technician, on call Animal Control Officers, Sergeants, Lieutenants, ~~Commander~~captains and Chiefs
- b) One Chief and three ~~Commanders~~captains in the Corrections Division of the Sheriff's Office
- c) Each Constable and Deputy Constables
- d) Investigators in the District Attorney and County Attorneys offices
- e) ~~Two on call maintenance employees designated by the Maintenance Director and approved by the Commissioners Court~~ Two on call maintenance employees designated by the Maintenance Division Director
- f) The EMS Director, EMS Deputy Director, Division Commanders, and Operation Commander(s) approved by EMS Director
- g) The Hazardous Materials Chief and Assistant Haz-Mat Chief
- h) ~~The Director of Road and Bridge, (7) Unified Road Foremen, Unified Road East & West Side Supervisor(s), (4) Unified Road County Inspectors~~ The Assistant County Engineer for Field Operations, the Director of Field Operations, (9) Senior Foremen and Foreman, (1) County Inspector
- i) The Director of 911 Communications and Deputy Director who may take home the vehicle when on duty in absence of the Director of 911 Communications
- j) The MOT Director and all on call MOT counselors
- k) The ~~Director~~Manager of Emergency Management and the ~~Deputy Assistant Director~~Manager of Emergency Management
- l) The Wireless Communications Director and the Wireless Communications Tower Technician

The following list has been grandfathered in by the previous court, will not be expanded and shall show significant decreases in each budget year until phased out.

Sheriff's Office

S. Zion
~~S. Shanks~~
 D. Garrett
~~J. Hiels~~

Constable Office Pct. 2

S. Holt

County vehicles assigned to departments or individuals that are not ~~take-home~~take-home vehicles, shall be returned and parked at the end of each work day at the facility where the primary office is located.

It is expressly forbidden under this order for any county vehicle to be used for personal use at any time.

2. A County Fleet Committee will review fleet policies and purchases and make recommendations for budgeting purposes. This committee will consist of one Commissioners

Court member, the Fleet Director, Sr. Director of Human Resources, Sr. Director of Infrastructure, Purchasing Agent, and a representative from the Budget Office.~~the Budget Officer.~~ The Purchasing Agent is a non-voting member.

~~3. All accidents involving County vehicles and equipment will be reported to the Director of Analytics and Administration in the Human Resources Department on a timely basis, but never more than three days after an accident. The Director of Analytics and Administration will provide a report to Commissioners Court on a quarterly basis of the status of the entire county fleet. This report will consist of, but not be limited to, a listing of vehicles involved in accidents and vehicles that need to be taken out of service for any reason. It will include information in regards to the disposal of any county vehicles. All accidents involving County vehicles and equipment must be reported to the Risk and Safety Coordinator in the Human Resources Department to ensure appropriate claims processing. Vehicles removed from service are reported on the Court agenda and accident reports are sent to the court when applicable.~~

4. New vehicles, equipment, and buildings must be reported to the Risk and Safety Coordinator in the Human Resources Department immediately in order to ensure that proper insurance coverage is in place.

VIII. COMMISSIONERS COURT

This order designates the Commissioners Court will meet on Tuesdays each month.

WHEREUPON MOTION MADE AND SECONDED, the ORDER ADOPTING THE 2016/2017 WILLIAMSON COUNTY BUDGET ORDER was passed on a vote of for, and 0 against on the day of September , 2017.

This ORDER being adopted, the County Judge is authorized to sign the ORDER and the County Clerk is instructed to record the ORDER and the Budget in the official minutes of the Commissioners Court.

Attest:

Dan A. Gattis, County Judge

Nancy E. Rister, County Clerk

The Following Addendums are included fully in the Budget Order as approved by the court:

Cell Phone Policy

Williamson County Cell Phone Policy

Policy

Williamson County will no longer purchase cell phones or provide cell phone service for individual use except for those required for security reasons. For the majority of County employees, a stipend policy has been implemented and is laid out below.

Procedures for the Stipend Policy

I. Each department head or elected official will identify who they require to maintain a cell phone account in order to conduct official county business. Only regular full time employees and department heads will be allowed a stipend. The funds for cell phone stipends must be submitted and approved as part of each department's annual budget process.

II. Seven levels of cell phone stipends will be established:

- \$20.00 Per Month – (\$10.00 per pmt)
- \$30.00 Per Month - (\$15.00 per pmt)
- \$40.00 Per Month – (\$20.00 per pmt)
- \$50.00 Per Month – (\$25.00 per pmt)
- \$60.00 Per Month – (\$30.00 per pmt)
- \$70.00 Per Month – (\$35.00 per pmt)
- \$80.00 Per Month – (\$40.00 per pmt)

III. Stipends will be paid semi-monthly for each approved employee or department head (will not be included on the third paycheck that is received twice each year). The cell phone stipend shall be removed by the department whenever an employee is on Administrative Leave with pay.

IV. Employees who are currently assigned a County owned cell phone will be allowed to keep the phone if approved for a stipend and may use the phone to obtain individual phone service. Any current county owned cell phone must be returned to the Auditor's Office if the employee terminates, changes positions, elects to obtain a different phone or is denied a County stipend. Any employee allowed to keep a currently issued County owned cell phone will keep the phone in good working condition. Replacement cost and/or maintenance will be the employee's responsibility.

V. All current County maintained cell phone accounts will be terminated as soon as possible when the current contract ends. No additional termination fees will be approved for payment unless approved by the County Judge.

VI. The cell phone stipend is considered supplemental income subject to IRS taxes and reporting requirements and will be processed through Payroll and will be included in the employee's gross income. Retirement contributions will also be deducted and matched in accordance with TCDRS.

VII. Expenditures over the allowed stipend will not be reimbursed.

VIII. An approved cell phone stipend will not follow an employee if the employee changes positions.

IX. Each department head or elected official is responsible for verifying and monitoring their employees receiving a cell phone stipend has obtained the required service. Disciplinary action up to and including termination may result in an employee who receives a stipend and does not provide their department head or elected official with the proper documentation of cell phone service. Each department will maintain a list of cell phone numbers for those individuals with stipends for audit purposes.

X. To minimize the risk of incurring unpaid time worked, Offices and Departments should carefully monitor phone and e-mail access outside of scheduled time worked for non-exempt employees. Failure to comply with this policy may result in termination.

Non – Reimbursable Expenses

Non-Reimbursable Expense Policy

The following list includes items that are not reimbursable by the County. Per Section 52 of the Texas State Constitution, all items using County funds must serve a direct benefit to the County. Any non-reimbursable expenses or charges on the County Procurement Card, must be reimbursed to the County as soon as possible.

I. Personal Purchases – Personal purchases are NOT allowed. Below are a list of examples:

- Damage to any personal items (clothing, vehicles/auto repairs, etc.)
- Personal phone calls
- Laundry services or personal clothing,
- Personal doctor bills, prescriptions, and other medical services
- Entertainment, movie rentals, saunas, massages, or exercise facilities
- Baby-sitter fees, personal kennel costs, pet or house-sitting fees
- Expenses incurred by a spouse or other individual accompany you on business.

II. Meals/Food/Drink:

- Coffee, tea, and other related items used by employees while in the office.
- Alcoholic beverages/tobacco products
- Drinking water services

III. Travel:

- ~~Airport parking above the most affordable rate available (currently \$7 at ABIA) Short term or valet parking at the airport (other than short term parking related to prison transports). Parking should not exceed \$15 per day. Economy B-G Lots are long term parking lots at ABIA, and are approved for County employee parking.~~
- ~~Valet service (if self parking is an option) or For Non-Airport Parking – Valet service is not an option unless safety is a concern.~~
- Sales tax on hotel parking

- Mileage to/from County functions, not related to official County business (ex: retirement party)
- Transportation to places of entertainment or similar personal activities
- Excessive weight baggage fees or cost associated with more than two airline bags
- Up-grades to airfare, hotel or car rental

IV. Miscellaneous

- Expenses related to County Government Week or holiday decorations
- Flowers/plants
- Greeting, thank you, or holiday cards
- Fines and/or penalties
- Credit card delinquency or service fees
- Lifetime memberships to any association
- Donations to other entities
- Any items that could be construed as campaigning
- Sales tax on goods purchased
- Community outreach items exceeding \$2 per item

Commissioners Court - Regular Session

52.

Meeting Date: 09/19/2017

Mental Health Reorganization

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 moving delta of \$56,000 from Non-Departmental (0409) Unallocated to Non-Departmental (0409) to provide match for grant for Crisis Stabilization beds.

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: Kathy Pierce

Final Approval Date: 09/07/2017

Reviewed By

Wendy Coco

Date

09/07/2017 08:58 AM

Started On: 09/01/2017 04:54 PM

Commissioners Court - Regular Session

53.

Meeting Date: 09/19/2017

DSRIP

Submitted By: Rebecca Clemons, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on clarifying the effective dates for DSRIP/EMS/MOT consolidations.

Background

This item is to clarify the dates for changes previously voted on.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst. (Originator)

Form Started By: Rebecca Clemons

Final Approval Date: 09/14/2017

Reviewed By

Wendy Coco

Date

09/14/2017 11:03 AM

Started On: 09/14/2017 10:30 AM

Commissioners Court - Regular Session

54.

Meeting Date: 09/19/2017

FY18 Motorola Maintenance Services Contracts Renewal

Submitted By: Catherine Roberts, Radio
Communication System

Department: Radio Communication System

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving Fiscal Year 2018 Motorola Maintenance Services contracts S00001018227; S00001018224; S00001018218; S00001025308 as per HGAC contract #RA05-15.

Background

Service Contract S00001025308 - DAS Repair/Services for the following county buildings: ESOC; Juvenile Justice Center; WCSO Jail & WC Justice Center
Service Contract S00001018218 - Asset Management CS360
Service Contract S00001018224 - WCEC 911 Radio Dispatch Maintenance
Service Contract S00001018227 - Towers and site infrastructure
HGAC attached for reference reading

Fiscal Impact

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

Attachments

- [WC Addendum -Motorola FY18](#)
- [FY18 Motorola SSA Asset Mgmt](#)
- [FY18 Motorola SSA DAS Systems](#)
- [FY18 Motorola SSA Dispatch ESOC](#)
- [FY18 Motorola SSA RCS Towers](#)
- [HGAC RA05-15 \(Reference\)](#)

Form Review

Inbox

Hal Hawes
County Judge Exec Asst.
Form Started By: Catherine Roberts
Final Approval Date: 09/14/2017

Reviewed By

Hal Hawes
Wendy Coco

Date

09/14/2017 02:00 PM
09/14/2017 03:22 PM
Started On: 09/14/2017 11:29 AM

IV.

Good Faith: Motorola agrees to act in good faith in the performance of this contract.

V.

Payment: Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of The County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

VI.

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

VII.

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

VIII.

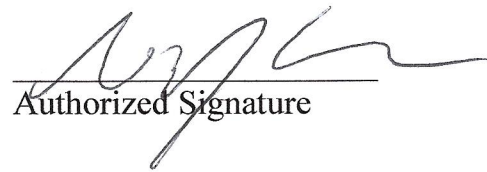
County Judge or Presiding Officer Authorized to Sign Contract: The presiding officer of Customer's governing body who is authorized to execute this instrument by order duly recorded may execute this contract on behalf of Customer.

WITNESS the signatures of all parties in duplicate originals this the 11th day of September, 2017.

WILLIAMSON COUNTY:

Motorola:

Authorized Signature



Authorized Signature

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.	OFFICE USE ONLY CERTIFICATION OF FILING
1 Name of business entity filing form, and the city, state and country of the business entity's place of business. Motorola Solutions Inc Austin, TX United States	Certificate Number: 2017-177048
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed. Williamson County	Date Filed: 03/10/2017
Date Acknowledged:	

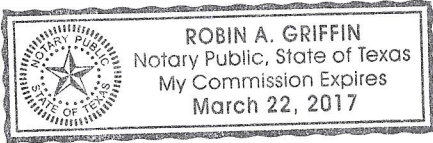
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

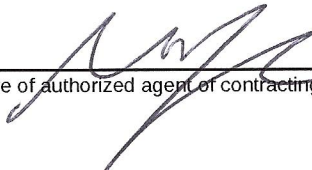
S00001018218
 Maintenance Services for Asset Managment

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.





 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Nicholas J Cassioppi, this the 15 day of MARCH, 20 17, to certify which, witness my hand and seal of office.



OFFICE MANAGER

 Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2017-177048

Date Filed:
03/10/2017

Date Acknowledged:
04/06/2017

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Motorola Solutions Inc
Austin, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Williamson County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

S00001018218
Maintenance Services for Asset Managment

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath



SERVICES AGREEMENT

Attn: National Service Support/4th fl
 1301 East Algonquin Road
 (800) 247-2346

Contract Number: S00001018218
 Contract Modifier: RN06-FEB-17 13:15:43

Date: 02/06/2017

Company Name: Williamson County
Attn:
Billing Address: 508 Holly St
City, State, Zip: Georgetown, TX, 78626
Customer Contact: Catherine Roberts
Phone: (512)943-3575

Required P.O.: Yes
 Customer #: 1035809592
 Bill to Tag #: 0001
 Contract Start Date: 10/01/2017
 Contract End Date: 09/30/2018
 Anniversary Day: Sep 30th
 Payment Cycle: MONTHLY
 PO #: 158303

QTY	MODEL/OPTION	SERVICES DESCRIPTION	MONTHLY EXT	EXTENDED AMT
1	SVC02SVC0105A	***** Recurring Services ***** SP-ASSET MGMT CS-RECURRING NETWORK(S)	\$2,306.36	\$27,676.32
SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS			Subtotal - Recurring Services	\$2,306.36
			Subtotal - One-Time Event Services	\$.00
			Total	\$2,306.36
			Taxes	-
			Grand Total	\$2,306.36
THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE. TO BE VERIFIED BY MOTOROLA.				
Subcontractor(s)			City	State
MCM TECHNOLOGY LLC			BIRMINGHAM	AL

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

_____ AUTHORIZED CUSTOMER SIGNATURE	_____ TITLE	_____ DATE
CUSTOMER (PRINT NAME)		
_____ MOTOROLA REPRESENTATIVE(SIGNATURE)	_____ TITLE	_____ DATE
NICK CASSIOPPI MOTOROLA REPRESENTATIVE(PRINT NAME)	815-543-6915 PHONE	

Company Name: Williamson County
Contract Number: S00001018218
Contract Modifier: RN06-FEB-17 13:15:43
Contract Start Date: 10/01/2017
Contract End Date: 09/30/2018

Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY

These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2. DEFINITIONS AND INTERPRETATION

2.1. "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3. "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3. ACCEPTANCE

Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES

4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

Section 5. EXCLUDED SERVICES

5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry

TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

12.1. This Agreement supersedes all prior ~~and concurrent agreements and~~ understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorolas property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15. COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16. MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customers custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customers premises by Motorola at any time without restriction.

Section 17. GENERAL TERMS

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State

in which the Services are performed.

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7. THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorolas then effective hourly rates.

17.9. This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

Revised Oct 15, 2015

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2017-177047

Date Filed:
03/10/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Motorola Solutions Inc
Austin, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Williamson County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

S00001025308
Maintenance Services on BDA/DAS sites

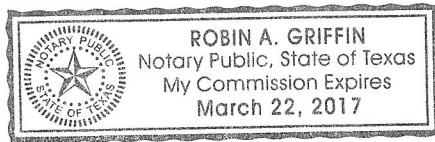
4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



AFFIX NOTARY STAMP / SEAL ABOVE

[Handwritten Signature]

Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Nicholas J Cassioppi, this the 15 day of MARCH, 2017, to certify which, witness my hand and seal of office.

[Handwritten Signature] Robin A. GRIFFIN OFFICE MANAGER

Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2017-177047

Date Filed:
03/10/2017

Date Acknowledged:
04/06/2017

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Motorola Solutions Inc
Austin, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Williamson County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

S00001025308
Maintenance Services on BDA/DAS sites

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath



SERVICES AGREEMENT

Attn: National Service Support/4th fl
 1301 East Algonquin Road
 (800) 247-2346

Contract Number: S00001025308
 Contract Modifier: RN19-FEB-17 16:21:26

Date: 02/19/2017

Company Name:	Williamson County
Attn:	
Billing Address:	508 Holly St
City, State, Zip:	Georgetown, TX, 78626
Customer Contact:	Catherine Roberts
Phone:	(512)943-3575

Required P.O.: No
 Customer #: 1035809592
 Bill to Tag #: 0001
 Contract Start Date: 10/01/2017
 Contract End Date: 09/30/2018
 Anniversary Day: Sep 30th
 Payment Cycle: ANNUAL
 PO #:

QTY	MODEL/OPTION	SERVICES DESCRIPTION	MONTHLY EXT	EXTENDED AMT
		***** Recurring Services *****		
2	SVC01SVC1102C	ASTRO DISPATCH SERVICE	\$0.00	\$0.00
2	SVC079AD	ASTRO25 REMOTE SITE		
2	SVC922AG	DISPATCH SITE		
4	SVC01SVC2007C	SP-ONSITE INFRA RESP SITE(S)	\$223.12	\$2,677.44
SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS			Subtotal - Recurring Services	\$223.12
			Subtotal - One-Time Event Services	\$.00
			Total	\$223.12
			Taxes	-
			Grand Total	\$223.12
THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA.				
Subcontractor(s)			City	State
MOTOROLA-CITY OF AUSTIN DO314			SAN DIEGO	CA
MOTOROLA SYSTEM SUPPORT CTR-CALL CENTER DO066			SCHAUMBURG	IL

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

_____ AUTHORIZED CUSTOMER SIGNATURE	_____ TITLE	_____ DATE
CUSTOMER (PRINT NAME)		
_____ MOTOROLA REPRESENTATIVE(SIGNATURE)	CSM TITLE	3/15/17 DATE

NICK CASSIOPPI

815-543-6915

MOTOROLA REPRESENTATIVE(PRINT NAME)

PHONE

Company Name: Williamson County
Contract Number: S00001025308
Contract Modifier: RN19-FEB-17 16:21:26
Contract Start Date: 10/01/2017
Contract End Date: 09/30/2018

Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY

These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2. DEFINITIONS AND INTERPRETATION

2.1. "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3. "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3. ACCEPTANCE

Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES

4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

Section 5. EXCLUDED SERVICES

5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry

TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

12.1. This Agreement supersedes all prior ~~and concurrent agreements and~~ understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorolas property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15. COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16. MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customers custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customers premises by Motorola at any time without restriction.

Section 17. GENERAL TERMS

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State

in which the Services are performed.

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7. THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorolas then effective hourly rates.

17.9. This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

Revised Oct 15, 2015

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2017-177050

Date Filed:
03/10/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Motorola Solutions Inc
Austin, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Williamson County

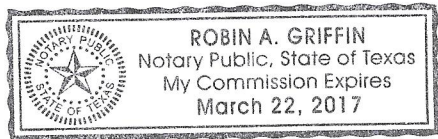
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

S00001018224
Maintenance Services on Dispatch Center

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



Nicholas J. Cassioppi

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Nicholas J Cassioppi, this the 15 day of MARCH, 2017, to certify which, witness my hand and seal of office.

Robin A. Griffin Robin A. Griffin OFFICE Manager

Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2017-177050

Date Filed:
03/10/2017

Date Acknowledged:
04/06/2017

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Motorola Solutions Inc
Austin, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Williamson County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

S00001018224
Maintenance Services on Dispatch Center

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath



SERVICES AGREEMENT

Attn: National Service Support/4th fl
 1301 East Algonquin Road
 (800) 247-2346

Contract Number: S00001018224
 Contract Modifier: RN10-FEB-17 11:56:45

Date: 02/23/2017

Company Name:	Williamson County
Attn:	
Billing Address:	911 Tracy Chambers Ln
City, State, Zip:	Georgetown, TX, 78626
Customer Contact:	Catherine Roberts
Phone:	(512)943-3575

Required P.O.: No
 Customer #: 1035809592
 Bill to Tag #: 0042
 Contract Start Date: 10/01/2017
 Contract End Date: 09/30/2018
 Anniversary Day: Sep 30th
 Payment Cycle: MONTHLY
 PO #:

QTY	MODEL/OPTION	SERVICES DESCRIPTION	MONTHLY EXT	EXTENDED AMT
		***** Recurring Services *****		
2	LSV01Q00408A SVC148AJ	ADVANCED PLUS NETWORK MONITORING DISPATCH SITE	\$324.17	\$3,890.04
1	SVC152AJ	MOSCAD RTU		
2	LSV01Q00409A SVC938AH	ADVANCED PLUS TECH SUPPORT DISPATCH SITE	\$71.66	\$859.92
4	LSV01Q00410A SVC026AJ	ADVANCED PLUS DISPATCH DISPATCH SITE	\$66.57	\$798.84
4	LSV01Q00412A SVC103AJ	ADVANCED PLUS NETWK PREV MAINT 1 DISPATCH SITE	\$1,031.21	\$12,374.52
20	SVC104AJ	OPS POSITION		
5	LSV01Q00423A SVC076AJ	ADVANCED PLUS ONSITE INF RESP-PREM DISPATCH SITE	\$1,455.86	\$17,470.32
40	SVC077AJ	OPS POSITION		
15	SVC01SVC1420C	SP - LOCAL INFRASTRUCTURE REPAIR MCC7500	\$1,669.76	\$20,037.12
1		SITE(S)		
1	SVC02SVC0028C	SP - FSO MAINTENANCE SERVICES MCC7500	\$2,765.78	\$33,189.36
1		NETWORK(S)		
1		SITE(S)		
1	SVC02SVC0127A	NICE GOLD PACKAGE NICE IP OR MGEN LOGGER	\$5,727.88	\$68,734.56
1		SITE(S)		
1	SVC02SVC0201A	ASTRO SUA II UO IMPLEMENTATION SERVICES NETWORK(S)	\$1,923.95	\$23,087.40
1	SVC04SVC0178A	SYS UPGRADE AGRMT II-SITE	\$6,755.21	\$81,062.52
1	SVC032AG	SMA DISPATCH SITES		
22	SVC033AG	SMA CONSOLE OPS		
1	SVC034AG	SMA NICE LOGGERS		
1	SVC054AG	ARCHIVING INTERFACE SERVER		

586 1	SVC076AG SVC163AG	HARDWARE REFRESH REGIONAL PARTNER OPTION		
SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS		Subtotal - Recurring Services	\$21,792.05	\$261,504.60
		Subtotal - One-Time Event Services	\$.00	\$.00
		Total	\$21,792.05	\$261,504.60
		Taxes	-	-
		Grand Total	\$21,792.05	\$261,504.60
THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA.				
		Subcontractor(s)	City	State
		MOTOROLA-CITY OF AUSTIN DO314	SAN DIEGO	CA
		MOTOROLA NIO SSA TEAM (DO501)	SCHAUMBU RG	IL
		MOTOROLA SSC NETWORK SECURITY DO298	SCHAUMBU RG	IL
		MOTOROLA SYSTEM SUPPORT CENTER-NETWORK MGMT DO067	SCHAUMBU RG	IL
		MOTOROLA SYSTEM SUPPORT CTR-CALL CENTER DO066	SCHAUMBU RG	IL
		MOTOROLA SYSTEM SUPPORT-TECHNICAL SUPPORT DO068	SCHAUMBU RG	IL
		MSI- T6 SUA UPGRADE OPERATIONS (CB706)	AUSTIN	TX
		NICE SYSTEMS INC	PARAMUS	NJ

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

AUTHORIZED CUSTOMER SIGNATURE

TITLE

DATE

CUSTOMER (PRINT NAME)

MOTOROLA REPRESENTATIVE(SIGNATURE)

TITLE

DATE

NICK CASSIOPPI

815-543-6915

MOTOROLA REPRESENTATIVE(PRINT NAME)

PHONE

Company Name: Williamson County
 Contract Number: S00001018224
 Contract Modifier: RN10-FEB-17 11:56:45
 Contract Start Date: 10/01/2017
 Contract End Date: 09/30/2018

Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY

These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2. DEFINITIONS AND INTERPRETATION

2.1. "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3. "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3. ACCEPTANCE

Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES

4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

Section 5. EXCLUDED SERVICES

5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry

standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

Section 6. TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customers location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7. CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8. PAYMENT

Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date. Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customers sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10. DEFAULT/TERMINATION

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED

TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

12.1. This Agreement supersedes all prior ~~and concurrent agreements and~~ understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorolas property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15. COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

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Section 17. GENERAL TERMS

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State

in which the Services are performed.

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7. THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorolas then effective hourly rates.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

Revised Oct 15, 2015

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2017-177049

Date Filed:
03/10/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Motorola Solutions Inc
Austin, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Williamson County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

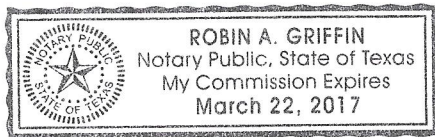
S00001018227
Maintenance Services on Tower Sites

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



Nicholas J. Cassioppi

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Nicholas J. Cassioppi, this the 15 day of MARCH, 2017, to certify which, witness my hand and seal of office.

Robin A. Griffin Robin A. Griffin OFFICE MANAGER

Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

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Motorola Solutions Inc
Austin, TX United States

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S00001018227
Maintenance Services on Tower Sites

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			Controlling	Intermediary

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6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath



SERVICES AGREEMENT

Attn: National Service Support/4th fl
 1301 East Algonquin Road
 (800) 247-2346

Contract Number: S00001018227
 Contract Modifier: RN17-FEB-17 10:41:43

Date: 03/10/2017

Company Name:	Williamson County
Attn:	
Billing Address:	508 Holly St
City, State, Zip:	Georgetown, TX, 78626
Customer Contact:	Catherine Roberts
Phone:	(512)943-3575

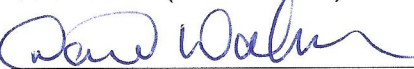
Required P.O.: No
 Customer # : 1035809592
 Bill to Tag # : 0001
 Contract Start Date: 10/01/2017
 Contract End Date: 09/30/2018
 Anniversary Day: Sep 30th
 Payment Cycle: MONTHLY
 PO # :

QTY	MODEL/OPTION	SERVICES DESCRIPTION	MONTHLY EXT	EXTENDED AMT
		***** Recurring Services *****		
16	LSV01Q00408A SVC147AJ	ADVANCED PLUS NETWORK MONITORING REMOTE SITE	\$973.69	\$11,684.28
5	SVC148AJ	DISPATCH SITE		
2	SVC152AJ	MOSCAD RTU		
	LSV01Q00409A	ADVANCED PLUS TECH SUPPORT	\$3,646.61	\$43,759.32
1	SVC936AH	PRIME SITE		
24	SVC937AH	REMOTE SITE		
13	SVC938AH	DISPATCH SITE		
	LSV01Q00410A	ADVANCED PLUS DISPATCH	\$364.58	\$4,374.96
1	SVC024AJ	PRIME SITE		
18	SVC025AJ	REMOTE SITE		
5	SVC026AJ	DISPATCH SITE		
	LSV01Q00411A	ADVANCED PLUS ONSITE INF RESP STD	\$18,948.80	\$227,385.60
1	SVC047AJ	PRIME SITE		
26	SVC048AJ	REMOTE SITE		
9	SVC049AJ	DISPATCH SITE		
90	SVC051AJ	STATIONS		
	LSV01Q00412A	ADVANCED PLUS NETWK PREV MAINT 1	\$5,870.82	\$70,449.84
23	SVC102AJ	REMOTE SITE		
13	SVC103AJ	DISPATCH SITE		
	LSV01Q00423A	ADVANCED PLUS ONSITE INF RESP-PREM	\$4,834.57	\$58,014.84
6	SVC075AJ	REMOTE SITE		
8	SVC076AJ	DISPATCH SITE		
	SVC01SVC0032C	ASTRO NETWORK MONITORING-CTD	\$0.00	\$0.00
10	SVC111AH	REMOTE SITE		
8	SVC112AH	DISPATCH SITE		
1	SVC153AD	ASTRO25 REMOTE SITE		
	SVC01SVC1105C	ASTRO CUSTOMER TECHNICIAN DISPATCH	\$0.00	\$0.00
10	SVC099AH	REMOTE SITE		
8	SVC100AH	DISPATCH SITE		

1	SVC132AD	ASTRO25 REMOTE SITE		
	SVC02SVC0006C	MS - VENDOR MANAGEMENT	\$9,215.81	\$110,589.72
15		SITE(S)		
	SVC02SVC0013C	SP-ASTRO INFRASTRUCTURE REPAIR	\$6,283.06	\$75,396.72
135		GTR8000		
29		SITE(S)		
	SVC02SVC0028C	SP - FSO MAINTENANCE SERVICES	\$2,920.00	\$35,040.00
2		NETWORK(S)		
	SVC02SVC0201A	ASTRO SUA II UO IMPLEMENTATION SERVICES	\$250.00	\$3,000.00
1		NETWORK(S)		
	SVC04SVC0178A	SYS UPGRADE AGRMT II-SITE	\$6,112.70	\$73,352.40
8	SVC031AG	RF/SIMULCAST SITES		
10	SVC035AG	SMA MOSCAD NFM RTU		
105	SVC053AG	TRUNKING RF STATIONS		
1	SVC056AG	MOSCAD NFM CLIENTS		
1	SVC163AG	REGIONAL PARTNER OPTION		

SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS	Subtotal - Recurring Services	\$59,420.64	\$713,047.68
	Subtotal - One-Time Event Services	\$.00	\$.00
	Total	\$59,420.64	\$713,047.68
	Taxes	-	-
	Grand Total	\$59,420.64	\$713,047.68
	THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA.		
Subcontractor(s)		City	State
MOTOROLA-CITY OF AUSTIN DO314		SAN DIEGO	CA
MOTOROLA SYSTEM SUPPORT CENTER		ELGIN	IL
MOTOROLA NIO SSA TEAM (DO501)		SCHAUMBU RG	IL
MOTOROLA SYSTEM SUPPORT CENTER-NETWORK MGMT DO067		SCHAUMBU RG	IL
MOTOROLA SYSTEM SUPPORT CTR-CALL CENTER DO066		SCHAUMBU RG	IL
MOTOROLA SYSTEM SUPPORT-TECHNICAL SUPPORT DO068		SCHAUMBU RG	IL
MOTOROLA UPGRADE OPS (UO-SSC) - DO169		SCHAUMBU RG	IL
MOTOROLA - T6 COST TRANSFER (DO419)		CARROLLT ON	TX

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

AUTHORIZED CUSTOMER SIGNATURE	TITLE	DATE
CUSTOMER (PRINT NAME)		
	MSSSI Vice President	3/13/17
MOTOROLA REPRESENTATIVE(SIGNATURE)	TITLE	DATE
NICK CASSIOPPI	815-543-6915	

MOTOROLA REPRESENTATIVE(PRINT NAME)

PHONE

Company Name: Williamson County
Contract Number: S00001018227
Contract Modifier: RN17-FEB-17 10:41:43
Contract Start Date: 10/01/2017
Contract End Date: 09/30/2018

Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY

These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2. DEFINITIONS AND INTERPRETATION

2.1. "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3. "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3. ACCEPTANCE

Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES

4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

Section 5. EXCLUDED SERVICES

5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry

standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

Section 6. TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customers location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

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Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

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TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

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During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

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All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customers custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customers premises by Motorola at any time without restriction.

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17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

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17.5. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7. THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorolas then effective hourly rates.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

Revised Oct 15, 2015

A CONTRACT BETWEEN
HOUSTON-GALVESTON AREA COUNCIL
Houston, Texas
AND
MOTOROLA SOLUTIONS, INC.
Farmers Branch, Texas

This Contract is made and entered into by the **Houston-Galveston Area Council of Governments**, hereinafter referred to as **H-GAC**, having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, AND, **Motorola Solutions, Inc.**, hereinafter referred to as the **CONTRACTOR**, having its principal place of business at Park West C-2, 1507 LBJ Freeway, Farmers Branch, Texas 75234

ARTICLE 1: SCOPE OF SERVICES

The parties have entered into a **Radio Communication/Emergency Response & Mobile Interoperability Equipment** Contract to become effective as of May 1, 2015, and to continue through April 30, 2018 (the "**Contract**"), subject to extension upon mutual agreement of the **CONTRACTOR** and **H-GAC**. **H-GAC** enters into the Contract as Agent for participating governmental agencies, each hereinafter referred to as **END USER**, for the purchase of **Radio Communication/Emergency Response & Mobile Interoperability Equipment** offered by the **CONTRACTOR**. The **CONTRACTOR** agrees to sell **Radio Communication/Emergency Response & Mobile Interoperability Equipment** through the **H-GAC** Contract to **END USERS**.

ARTICLE 2: THE COMPLETE AGREEMENT

The Contract shall consist of the documents identified below in order of precedence:

1. The text of this Contract form, including but not limited to, Attachment A
2. General Terms and Conditions
3. Proposal Specifications No: **RA05-15**, including any relevant suffixes
4. **CONTRACTOR's** Response to Proposal No: **RA05-15**, including but not limited to, prices and options offered

All of which are either attached hereto or incorporated by reference and hereby made a part of this Contract, and shall constitute the complete agreement between the parties hereto. This Contract supersedes any and all oral or written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Contract cannot be modified without the written consent of both parties.

ARTICLE 3: LEGAL AUTHORITY

CONTRACTOR and **H-GAC** warrant and represent to each other that they have adequate legal counsel and authority to enter into this Contract. The governing bodies, where applicable, have authorized the signatory officials to enter into this Contract and bind the parties to the terms of this Contract and any subsequent amendments thereto.

ARTICLE 4: APPLICABLE LAWS

The parties agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, directives, issuances, ordinances, and laws in effect or promulgated during the term of this Contract.

ARTICLE 5: INDEPENDENT CONTRACTOR

The execution of this Contract and the rendering of services prescribed by this Contract do not change the independent status of **H-GAC** or **CONTRACTOR**. No provision of this Contract or act of **H-GAC** in performance of this Contract shall be construed as making **CONTRACTOR** the agent, servant or employee of **H-GAC**, the State of Texas or the United States Government. Employees of **CONTRACTOR** are subject to the exclusive control and supervision of **CONTRACTOR**. **CONTRACTOR** is solely responsible for employee payrolls and claims arising therefrom.

ARTICLE 6: END USER AGREEMENTS

H-GAC acknowledges that the **END USER** may choose to enter into an End User Agreement with the **CONTRACTOR** through this Contract and that the term of said Agreement may exceed the term of the **H-GAC** Contract. However this acknowledgement is not to be construed as **H-GAC's** endorsement or approval of the End User Agreement terms and conditions. **CONTRACTOR** agrees not to offer to, agree to or accept from **END USER** any terms or conditions that conflict with or contravene those in **CONTRACTOR's H-GAC** contract.

Further, termination of this Contract for any reason shall not result in the termination of the underlying End User Agreements entered into between **CONTRACTOR** and any **END USER** which shall, in each instance, continue pursuant to their stated terms and duration. The only effect of termination of this Contract is that **CONTRACTOR** will no longer be able to enter into any new End User Agreements with **END USERS** pursuant to this Contract. Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on any End User

Agreements surviving termination of this Contract between H-GAC and CONTRACTOR .

ARTICLE 7: **SUBCONTRACTS & ASSIGNMENTS**

CONTRACTOR agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Contract or any right, title, obligation or interest it may have therein to any third party without prior written notice to H-GAC. H-GAC reserves the right to accept or reject any such change. CONTRACTOR shall continue to remain responsible for all performance under this Contract regardless of any subcontract or assignment. H-GAC shall be liable solely to CONTRACTOR and not to any of its Subcontractors or Assignees.

ARTICLE 8: **EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS**

CONTRACTOR shall maintain during the course of its work, complete and accurate records of items that are chargeable to END USER under this Contract. H-GAC, through its staff or its designated public accounting firm, the State of Texas, or the United States Government shall have the right at any reasonable time to inspect copy and audit those records on or off the premises of CONTRACTOR. Failure to provide access to records may be cause for termination of this Contract. CONTRACTOR shall maintain all records pertinent to this Contract for a period of not less than five (5) calendar years from the date of acceptance of the final contract closeout and until any outstanding litigation, audit or claim has been resolved. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. CONTRACTOR further agrees to include in all subcontracts under this Contract, a provision to the effect that the subcontractor agrees that H-GAC'S duly authorized representatives, shall, until the expiration of five (5) calendar years after final payment under the subcontract or until all audit findings have been resolved, have access to, and the right to examine and copy any directly pertinent books, documents, papers, invoices and records of such subcontractor involving any transaction relating to the subcontract. To the extent allowed by law, nothing contained herein shall authorize H-GAC and/or END USER to audit confidential information regarding product cost.

ARTICLE 9: **REPORTING REQUIREMENTS**

CONTRACTOR agrees to submit reports or other documentation in accordance with the General Terms and Conditions of the Proposal Specifications. If CONTRACTOR fails to submit to H-GAC in a timely and satisfactory manner any such report or documentation, or otherwise fails to satisfactorily render performance hereunder, such failure may be considered cause for termination of this Contract.

ARTICLE 10: **MOST FAVORED CUSTOMER CLAUSE**

If CONTRACTOR at any time during a contract period, routinely enters into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products offered to H-GAC on a basis that provides prices more favorable than those provided to H-GAC, CONTRACTOR shall within ten (10) business days thereafter notify H-GAC of that offering. The contract with H-GAC shall be deemed to be automatically amended and effective retroactively to the effective date of the most favorable contract, wherein CONTRACTOR shall provide the same quantity discount to H-GAC and its End Users for equal or larger orders purchased the same quantity and under the same circumstances. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If CONTRACTOR believes any apparently more favorable price charged and/or offered a customer during the term of this agreement is not in fact most favored treatment, CONTRACTOR shall within ten (10) business days notify H-GAC in writing, setting forth the detailed reasons CONTRACTOR believes aforesaid offer which has been deemed to be a most favored treatment, is not in fact most favored treatment. H-GAC, after due consideration of such written explanation, may decline to accept such explanation and thereupon the contract between H-GAC and CONTRACTOR shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices to H-GAC.

The most favored price structure set forth in this paragraph shall not apply to any pre-existing contracts Contractor has in the State of Texas. The term "*pre-existing contracts*" shall refer to contracts in existence as of the original effective date of the HGAC contract, i.e 5/1/15.

The Parties agree that the above MFC provision shall not apply to the sale of large communications systems (one million dollars (\$1,000,000.00) and above). The term "*Communications System*" shall refer to a project that includes the sale of infrastructure hardware and/or software, user devices, and Motorola engineering and installation service. The contract for a "Communication System" will always have a Statement of Work and an Acceptance Test Plan.

The Parties accept the following definition of routine: *A prescribed, detailed course of action to be followed regularly; a standard procedure.*

ARTICLE 11: **SEVERABILITY**

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 12:

DISPUTES

Any and all disputes concerning questions of fact or of law arising under this Contract, which are not disposed of by agreement, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to CONTRACTOR. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, CONTRACTOR requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, CONTRACTOR shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. CONTRACTOR may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, CONTRACTOR shall proceed diligently with the performance of this Contract and in accordance with H-GAC'S final decision.

ARTICLE 13:

LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the CONTRACTOR and an END USER, CONTRACTOR's total liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC described in Article 14, is limited to the price of the particular products/services sold hereunder, and CONTRACTOR agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will CONTRACTOR be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. CONTRACTOR understands and agrees that it shall be liable to repay and shall repay upon demand to END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Contract.

ARTICLE 14:

LIMIT OF H-GAC'S LIABILITY AND INDEMNIFICATION OF H-GAC

H-GAC's liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgments, and liens arising as a result of CONTRACTOR's negligent act or omission under this Contract. CONTRACTOR shall notify H-GAC of the threat of lawsuit or of any actual suit filed against CONTRACTOR relating to this Contract.

ARTICLE 15:

TERMINATION FOR CAUSE

H-GAC may terminate this Contract for cause based upon the failure of CONTRACTOR to comply with the terms and/or conditions of the Contract, provided that H-GAC shall give CONTRACTOR written notice specifying CONTRACTOR'S failure. If within thirty (30) days after receipt of such notice, CONTRACTOR shall not have either corrected such failure, or thereafter proceeded diligently to complete such correction, then H-GAC may, at its option, place CONTRACTOR in default and the Contract shall terminate on the date specified in such notice. CONTRACTOR shall pay to H-GAC any order processing charges due from CONTRACTOR on that portion of the Contract actually performed by CONTRACTOR and for which compensation was received by CONTRACTOR.

ARTICLE 16:

TERMINATION FOR CONVENIENCE

Either H-GAC or CONTRACTOR may cancel or terminate this Contract at any time by giving thirty (30) days written notice to the other. CONTRACTOR may be entitled to payment from END USER for services actually performed, to the extent said services are satisfactory to END USER. CONTRACTOR shall pay to H-GAC any order processing charges due from CONTRACTOR on that portion of the Contract actually performed by CONTRACTOR and for which compensation is received by CONTRACTOR.

ARTICLE 17:

CIVIL AND CRIMINAL PROVISIONS AND SANCTIONS

CONTRACTOR agrees that it will perform under this Contract in conformance with safeguards against fraud and abuse as set forth by H-GAC, the State of Texas, and the acts and regulations of any funding entity. CONTRACTOR agrees to notify H-GAC of any suspected fraud, abuse or other criminal activity related to this Contract through filing of a written report promptly after it becomes aware of such activity.

ARTICLE 18:

GOVERNING LAW & VENUE

This Contract shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with this Contract shall lie exclusively in Harris County, Texas. Disputes between END USER and CONTRACTOR are to be resolved in accord with the law and venue rules of the state of purchase. CONTRACTOR shall immediately notify H-GAC of such disputes.

ARTICLE 19:

PROCEDURAL STEPS ENUMERATED FOR SALES TO END USERS

1. All Cooperative Purchasing business will be processed in accordance with H-GAC's policies and procedures, at contracted prices, and shall include approved order processing charges.
2. END USER will access the Cooperative Purchasing Program through the H-GAC website and /or by submission of any duly

executed purchase order to a contractor having a valid contract with H-GAC and in a format acceptable to H-GAC.

3. **END USER** will submit order(s) electronically through **CONTRACTOR'S** on-line ordering process or issue Purchase Order(s) directly to **CONTRACTOR** at contract prices, and also submit a copy to **H-GAC**.
4. The **H-GAC CONTRACTOR** will deliver products/services as specified by the contract between **CONTRACTOR** and **H-GAC**, and invoice each **END USER** for (1) products/services purchased and (2) **H-GAC'S** applicable order processing charge.
5. Upon delivery, acceptance, and receipt of an **H-GAC CONTRACTOR'S** documented invoice, **END USER** shall pay the **H-GAC CONTRACTOR** the full amount of the invoice.
6. For orders of less than \$100,000, **CONTRACTOR** will promptly pay to **H-GAC** any order processing charges due, and in any case, not later than sixty (60) calendar days after End User order is processed. Payments will be processed to **H-GAC** on a monthly basis. For orders of \$100,000 or more, **CONTRACTOR** will promptly pay to **H-GAC** any order processing charges due, and in any case, not later than forty-five (45) calendar days after receipt of End User payment by **Motorola**.
7. Failure to promptly remit **H-GAC'S** order processing charges may result in sanctions including, but not limited to, contract termination.
8. **CONTRACTOR** shall be responsible for delivery and acceptance of each unit by **END USER**, according to the requirements of the specifications, this Contract, and purchase order issued to **CONTRACTOR** by an **END USER**. All required equipment tests shall be borne by **CONTRACTOR**.
9. **CONTRACTOR** shall promptly provide **H-GAC** and **END USER** with all information pertaining to delivery schedules. **CONTRACTOR** shall also use its best efforts to expedite unit deliveries on shorter notice than set forth in its verification for any specific purchase order when requested.
10. All prices are F O B **END USER'S** location with all transportation charges prepaid and included in any invoice.
11. All pricing shall be based on the current contract unless the **H-GAC CONTRACTOR** prior to receipt of **END USER'S** purchase order for delivery of any products/services has received **H-GAC'S** prior written approval for any price increases.
12. The **H-GAC CONTRACTOR** agrees to accept the terms of this agreement and to conduct all transactions based on pricing and other terms of the contract including, but not limited to, the applicable **H-GAC** order processing charge. The **CONTRACTOR** agrees to encourage **END USERS** to execute authorizing Interlocal contracts with **H-GAC**.

ARTICLE 20:

LIQUIDATED DAMAGES

Any liquidated damages terms will be determined between **CONTRACTOR** and **END USER** at the time **END USER'S** purchase order is placed.

ARTICLE 21:

PERFORMANCE BONDS FOR INDIVIDUAL ORDERS

Except as described below for fire apparatus, **CONTRACTOR** agrees to provide a Performance Bond at the request of **END USER** within ten (10) days of receipt of **END USER'S** purchase order.

It shall be standard procedure for every order received for fire apparatus that a Performance Bond in the amount of the order be provided to the **END USER**. Failure of **CONTRACTOR** to provide such performance bond within ten (10) days of receipt of **END USER'S** order may constitute a total breach of contract and shall be cause for cancellation of the order at **END USER'S** sole discretion. **END USER** may choose to delete the requirement for a Performance Bond at **END USER'S** sole discretion. If the bond requirement is waived, **END USER** shall be entitled to a price reduction commensurate with the cost that would have been incurred by **CONTRACTOR** for the bond.

ARTICLE 22:

CHANGE OF CONTRACTOR STATUS

CONTRACTOR shall immediately notify **H-GAC**, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name, and shall also advise whether or not this Contract shall be affected in any way by such change. **H-GAC** shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Contract.


ARTICLE 23:

LICENSING REQUIRED BY TEXAS MOTOR VEHICLE BOARD [IF APPLICABLE]

CONTRACTOR will for the duration of this Contract maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Contract period, any **CONTRACTOR'S** license is not renewed, or is denied or revoked, **CONTRACTOR** shall be deemed to be in default of this Contract unless the Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to **H-GAC** upon request.


IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives.

Signed for Houston-Galveston
Area Council, Houston, Texas:



Jack Stebic, Executive Director

Attest for Houston-Galveston
Area Council, Houston, Texas:



Deidre Vick, Director of Public Services
Date: May 5, 2015

Signed for Motorola Solutions, Inc.
Farmers Branch, Texas:



Printed Name & Title: Edward Fuerst MSSSI Vice President

Date: 4/30 2015

Attest for Motorola Solutions, Inc.
Farmers Branch, Texas:



Printed Name & Title: Howard Cherloc MSSSI V.P.

Date: 4/30 2015

Attachment A
Motorola Solutions, Inc.
Radio Communication/Emergency Response & Mobile Interoperability Equipment
Contract No.: RA05-15

Product Category	Description	Base Offered Price
OA, OB, OC	<i>Per the RFP Motorola has included an Electronics Catalogue (ECAT disk) on a CD media in lieu of listing each individual product and its options. In addition, a discount APC sheet is attached in the pricing section and used to calculate all individual prices within the ECAT disk.</i>	See APC Discounts per ECAT Pricebook Effective 2/14/2015
OD	Motorola Integration Services LMR	
	Motorola offers wide range of services including Integration, Installation and Training. The cost of these services is regional in nature. Samples below are listed for reference only.	
OD	Project Management Daily Rate*	\$ 1,818.00
OD	System Technologist Daily Rate*	\$ 2,173.00
OD	Standard Shop Installation Hourly Rate*	\$ 150.00
OD	Standard Shop Installation Daily Rate*	\$ 1,200.00
OD	Mobile Radio Installation*	\$180-\$500
OD	Radio Programming*	\$55-\$125
OD	Data Installation*	\$180-\$428
	*Prices may vary by Region and Stated Scope. Travel Not Included	
OD	Motorola Integration Services Advanced Services	
	Motorola offers wide range of services including Integration, Installation and Training. The cost of these services is regional in nature. Samples below are listed for reference only.	
OD	NG9-1-1 Consulting Services-Daily Rate*	\$1,694
OD	Security Project/Program Management-Daily Rate*	\$1,694
OD	Wireless Security Technician-Daily Rate*	\$1,580
OD	Security Penetration Tester (Wired Network)-Daily Rate*	\$1,580
OD	Security Trainer-Daily Rate*	\$1,328
OD	Application Security Code Reviewer-Daily Rate*	\$2,033
OD	IT Incident Response and E-Discovery Assistance-Daily Rate*	\$1,694
OD	IT Disaster Recovery Planner-Daily Rate*	\$1,580
OD	IT Disaster Recovery Plan Tester-Daily Rate*	\$1,580
OD	Business Continuity/Continuity of Government Planner-Daily Rate*	\$1,580
OD	Business Continuity/Continuity of Government Plan Tester-Daily Rate*	\$1,580
OD	Mobile Application Services Project Management-Daily Rate*	\$565
OD	Mobile Application Services Solution Architect-Daily Rate*	\$2,033
OD	Mobile Application Services Application and Solution Design-Daily Rate*	\$2,033
OD	Mobile Application Services Application and Solution Implementation-Daily Rate*	\$2,033
OD	Application Integration and Customization Services Project Management-Daily Rate*	\$1,694
OD	Application Integration and Customization Services Solution Architect-Daily Rate*	\$2,033
OD	Application Integration and Customization Services Application and Solution Design-Daily Rate*	\$2,033
OD	Application Integration and Customization Services Application and Solution Implementation-Daily Rate*	\$1,694
OD	Unified Communications Services Project Management-Daily Rate*	\$1,694
OD	Unified Communications Services Solution Architect-Daily Rate*	\$2,033
OD	Unified Communications Services Application and Solution Design-Daily Rate*	\$2,033
OD	Unified Communications Services Application and Solution Implementation-Daily Rate*	\$1,694

OD	Consulting Services Project Management-Daily Rate*	\$1,694
OD	Consulting Services System Engineer-Daily Rate*	\$1,694
OD	Consulting Services Solution Architech-Daily Rate*	\$2,033
OD	Consulting Services Internet Protocol Network Accessment-Daily Rate*	\$2,033
OD	Consulting Services IP Network Design and Integration-Daily Rate*	\$2,033
OD	Consulting Services IP Wide Area Network Backhaul Design and Integration-Daily Rate*	\$2,033
OD	Consulting Services Custoemr Network Interface Design and Integration-Daily Rate*	\$2,033
APC DISCOUNTS PER ECAT PRICEBOOK		
001	Portable Radiophone (Portables)	20%
020	CAD Equipment	List
039	CAD Equipment	5%
068	CAD Equipment	10%
232	CAD Equipment	5%
297	CAD Equipment	5%
330	CAD Equipment	5%
333	CAD Equipment	10%
548	CAD Equipment	10%
702	CAD Equipment	List
850	CAD Equipment	List
879	CAD Equipment	List
981	CAD Equipment	List
040	Data Applications	15%
041	Data Applications	10%
041	Data Applications	10%
153	Data Appllcations	15%
343	Data Applications	10%
670	Data Applications	List
766	Data Applications	List
177	Data Subscriber Devices	15%
185	Data Subscriber Devices	List
736	Data Subscriber Devices	22%
855	Data Subscriber Devices	10%
006	Dispatch Service	5%
768	Dispatch Service	List
118	Dispatch Solutions	10%
124	Dispatch Solutions	15%
129	Dispatch Solutions	20%
147	Dispatch Solutions	10%
185	Dispatch Solutions	List
202	Dispatch Solutions	15%
207	Dispatch Solutions	10%
226	Dispatch Solutions	15%
228	Dispatch Solutions	30%
229	Dispatch Solutions	13.50%
261	Dispatch Solutions	5%
322	Dispatch Solutions	15%
404	Dispatch Solutions	20%
415	Dispatch Solutions	10%
443	Dispatch Solutions	20%
454	Dispatch Solutions	15%
520	Dispatch Solutions	10%
524	Dispatch Solutions	10%
660	Dispatch Solutions	10%
706	Dispatch Solutions	20%
708	Dispatch Solutions	17%
729	Dispatch Solutions	17%

740	Dispatch Solutions	15%
892	Dispatch Solutions	10%
214	Fixed Data Products	10%
275	Fixed Data Products	10%
342	Fixed Data Products	10%
382	Fixed Data Products	10%
403	Fixed Data Products	15%
455	Fixed Data Products	15%
469	Fixed Data Products	10%
499	Fixed Data Products	10%
708	Fixed Data Products	17%
222	Fixed Network Equipment	15%
329	Fixed Network Equipment	10%
381	Fixed Network Equipment	15%
207	Fixed Station Accessories	10%
273	Fixed Station Accessories	10%
277	Fixed Station Accessories	20%
457	Fixed Station Accessories	20%
515	Fixed Station Accessories	20%
524	Fixed Station Accessories	15%
525	Fixed Station Accessories	15%
856	Fixed Station Accessories	10%
207	Fixed Station Antenna Systems	10%
005	Fixed Stations	20%
112	Fixed Stations	18%
225	Fixed Stations	10%
281	Fixed Stations	18.50%
301	Fixed Stations	20%
360	Fixed Stations	21.50%
377	Fixed Stations	17%
417	Fixed Stations	10%
424	Fixed Stations	15%
425	Fixed Stations	15%
448	Fixed Stations	20%
474	Fixed Stations	23%
509	Fixed Stations	21.50%
512	Fixed Stations	23%
537	Fixed Stations	21.50%
590	Fixed Stations	21.50%
595	Fixed Stations	18%
643	Fixed Stations	15%
675	Fixed Stations	20%
680	Fixed Stations	21.50%
744	Fixed Stations	20%
811	Fixed Stations	5%
881	Fixed Stations	15%
015	Fixed Wireless Broadband	20%
075	Fixed Wireless Broadband	List
224	Fixed Wireless Broadband	15%
800	Fixed Wireless Broadband	List
832	Fixed Wireless Broadband	10%
882	Fixed Wireless Broadband	15%
904	Fixed Wireless Broadband	15%
906	Fixed Wireless Broadband	15%
910	Fixed Wireless Broadband	15%
947	Fixed Wireless Broadband	15%
901	Lifecycle Services	List
902	Lifecycle Services	List
903	Lifecycle Services	List

904	Lifecycle Services	List
905	Lifecycle Services	List
051	LTE	10%
052	LTE	10%
053	LTE	10%
054	LTE	10%
055	LTE	10%
056	LTE	10%
057	LTE	10%
058	LTE	5%
059	LTE	10%
061	LTE	10%
063	LTE	10%
065	LTE	10%
066	LTE	10%
375	LTE	List
708	LTE	17%
984	LTE	List
985	LTE	List
989	LTE	List
823	Maintenance	List
983	Maintenance	List
554	Mobile Accessories	15%
644	Mobile Accessories	15%
879	Mobile Applications Software	10%
038	Mobile Stations	10%
103	Mobile Stations	26.50%
109	Mobile Stations	26.50%
159	Mobile Stations	20%
189	Mobile Stations	15%
276	Mobile Stations	25%
287	Mobile Stations	10%
374	Mobile Stations	15%
426	Mobile Stations	25%
471	Mobile Stations	25%
484	Mobile Stations	10%
500	Mobile Stations	25%
514	Mobile Stations	25%
518	Mobile Stations	25%
527	Mobile Stations	25%
571	Mobile Stations	15%
585	Mobile Stations	25%
652	Mobile Stations	25%
655	Mobile Stations	25%
656	Mobile Stations	25%
761	Mobile Stations	25%
775	Mobile Stations	16.50%
776	Mobile Stations	20%
792	Mobile Stations	20%
869	Mobile Stations	20%
922	Mobile Stations	20%
422	MOTOTRBO	10%
475	MOTOTRBO	10%
516	MOTOTRBO	10%
557	MOTOTRBO	10%
563	MOTOTRBO	10%
777	MOTOTRBO	10%
131	Network Products	10%
147	Network Products	10%

207	Network Products	10%
232	Network Products	10%
708	Network Products	17%
136	Pagers/Receiver	15%
169	Pagers/Receiver	20%
452	Pagers/Receiver	15%
361	Paging/Receivers	15.00%
839	Paging/Receivers	15%
940	Paging/Receivers	15%
941	Paging/Receivers	15%
004	Portable Radiophone (Portables)	20%
008	Portable Radiophone (Portables)	20%
018	Portable Radiophone (Portables)	List
019	Portable Radiophone (Portables)	List
027	Portable Radiophone (Portables)	List
037	Portable Radiophone (Portables)	10%
087	Portable Radiophone (Portables)	10%
158	Portable Radiophone (Portables)	20%
185	Portable Radiophone (Portables)	List
187	Portable Radiophone (Portables)	15%
205	Portable Radiophone (Portables)	25%
271	Portable Radiophone (Portables)	25%
291	Portable Radiophone (Portables)	25%
320	Portable Radiophone (Portables)	25%
332	Portable Radiophone (Portables)	20%
362	Portable Radiophone (Portables)	20%
372	Portable Radiophone (Portables)	20%
402	Portable Radiophone (Portables)	20%
407	Portable Radiophone (Portables)	25%
414	Portable Radiophone (Portables)	20%
426	Portable Radiophone (Portables)	25%
430	Portable Radiophone (Portables)	20%
442	Portable Radiophone (Portables)	20%
453	Portable Radiophone (Portables)	20%
456	Portable Radiophone (Portables)	20%
458	Portable Radiophone (Portables)	20%
470	Portable Radiophone (Portables)	25%
476	Portable Radiophone (Portables)	20%
481	Portable Radiophone (Portables)	25%
483	Portable Radiophone (Portables)	25%
505	Portable Radiophone (Portables)	20%
527	Portable Radiophone (Portables)	25%
536	Portable Radiophone (Portables)	25%
562	Portable Radiophone (Portables)	25%
570	Portable Radiophone (Portables)	10%
577	Portable Radiophone (Portables)	20%
619	Portable Radiophone (Portables)	15%
626	Portable Radiophone (Portables)	20%
654	Portable Radiophone (Portables)	List
655	Portable Radiophone (Portables)	25%
656	Portable Radiophone (Portables)	25%
672	Portable Radiophone (Portables)	33.50%
687	Portable Radiophone (Portables)	20%
721	Portable Radiophone (Portables)	25%
726	Portable Radiophone (Portables)	25%
742	Portable Radiophone (Portables)	25%
749	Portable Radiophone (Portables)	33.50%
755	Portable Radiophone (Portables)	25.00%
756	Portable Radiophone (Portables)	25.00%

785	Portable Radiophone (Portables)	25%
795	Portable Radiophone (Portables)	25%
798	Portable Radiophone (Portables)	25%
837	Portable Radiophone (Portables)	25%
841	Portable Radiophone (Portables)	33.50%
883	Portable Radiophone (Portables)	15%
977	Portable Radiophone (Portables)	10%
390	Professional Services	List
659	Professional Services	List
659	Professional Services	List
670	Professional Services	List
842	Professional Services	List
509	Receivers	21.50%
512	Receivers	23%
743	Receivers	15%
608	Records Management Software	10%
279	Records Management Software	List
137	Secure Solutions	5%
201	Secure Solutions	10%
229	Secure Solutions	14%
462	Secure Solutions	10%
524	Secure Solutions	15%
525	Secure Solutions	15%
519	Security	List
519	Security	List
561	Service/Maintenance	List
769	Service/Maintenance	List
769	Service/Maintenance	List
772	Service/Maintenance	List
929	Service/Maintenance	List
293	Service/Maintenance	List
195	Software Upgrades/Flashport	List
371	Software Upgrades/Flashport	List
430	Software Upgrades/Flashport	20%
262	Test Equipment	20%
854	Test Equipment	List
293	Training-Professional Services	List
039	Trunking Products and Systems	5%
85	Trunking Products and Systems	15%
112	Trunking Products and Systems	18%
115	Trunking Products and Systems	10%
277	Trunking Products and Systems	20%
280	Trunking Products and Systems	18.50%
281	Trunking Products and Systems	18.50%
377	Trunking Products and Systems	17%
495	Trunking Products and Systems	15%
593	Trunking Products and Systems	23%
708	Trunking Products and Systems	17%
877	Trunking Products and Systems	18.50%
002	Video Solutions	10%
080	Video Solutions	10%
488	Video Solutions	10%
964	Warranty	List
606	Wireless Mobility	15%
832	Wireless Mobility	10%
907	Wireless Mobility	15%
908	Wireless Mobility	15%

Commissioners Court - Regular Session

55.

Meeting Date: 09/19/2017

Rejecting Proposal RFCSP 1708-180

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 rejecting the only proposal received for RFCSP# 1708-180, River Ranch County Park Residence.

Background

The Purchasing Department solicited competitive sealed proposals for a residence at the River Ranch County Park site. An optional pre-proposal conference was held that was only attended by two (2) vendors. Neither vendor submitted a proposal and the one (1) proposal received was \$100,000 over budget and nonresponsive to the requirements of the RFCSP. Sixty-Eight (68) vendors viewed the RFCSP in BidSync. The Parks Department is currently working with suppliers on receiving estimates for the project and will submit to court at a later date with the results and a request for an exemption to award this project.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review

Inbox

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Thomas Skiles
Final Approval Date: 09/14/2017

Reviewed By

Kerstin Hancock
Wendy Coco

Date

09/14/2017 08:48 AM
09/14/2017 09:18 AM
Started On: 09/13/2017 08:42 AM

Commissioners Court - Regular Session

56.

Meeting Date: 09/19/2017

Propane Tank Install - Sheriff's Office Training Center

Submitted For: Randy Barker

Submitted By: Gary Stone, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving agreement between Webberville Propane, Inc. d/b/a Direct Propane Services and Williamson County for Installation Component of a Propane Tank at the Williamson County Sheriff's Office Training Center for the total purchase amount of \$4,730.00, and authorizing the execution of the agreement.

Background

This agreement is for Sheriff's Office Training Center Propane tank installation and tank fill. New building under construction and propane needed for heating, cooking, etc. Facilities sought quotes and recommends award to Webberville Propane, Inc. d/b/a Direct Propane Services.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Services Contract

Quote

Form Review

Inbox

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Gary Stone
Final Approval Date: 09/14/2017

Reviewed By

Kerstin Hancock
Wendy Coco

Date

09/14/2017 09:49 AM
09/14/2017 10:31 AM
Started On: 09/13/2017 09:35 AM

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

**SERVICES CONTRACT
(Sheriff Training Center Propane Tank Installation)**

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to Tex. Const. art. XI, § 7, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS CONTRACT is made and entered into by and between **Williamson County, Texas** (hereinafter “The County”), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Webberville Propane, Inc. d/b/a Direct Propane Services** (hereinafter “Service Provider”), whose mailing address is P.O. Box 619, Manor, TX 76653. The County agrees to engage Service Provider as an independent contractor, to assist in providing certain operational goods and services pursuant to the following terms, conditions, and restrictions:

I.

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

II.

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

III.

No Assignment: Service Provider may not assign this contract.

IV.

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

V.

Consideration and Compensation: Service Provider will be compensated based on the attached **Proposal dated August 16, 2017**, which is attached and incorporated herein as if copied in full. **The not-to-exceed amount under this agreement is \$4,730.00, unless amended by a change order and approved by the Williamson County Commissioners Court.**

Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of The County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

VI.

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

VII.

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

Type of Coverage	Limits of Liability
a. Worker's Compensation	Statutory
b. Employer's Liability	
Bodily Injury by Accident	\$500,000 Ea. Accident
Bodily Injury by Disease	\$500,000 Ea. Employee
Bodily Injury by Disease	\$500,000 Policy Limit
c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:	

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

Service Provider, as an independent contractor, meets the qualifications of an "Independent Contractor" under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, and must provide its employees, agents and sub-subcontractors

worker's compensation coverage. Contactor shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by The County.

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

VIII.

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

- 1) This contract;
- 2) Proposal dated August 16, 2017; and
- 3) Any required insurance certificates for this project.

IX.

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

X.

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

XI.

Termination: This agreement may be terminated at any time at the option of either party, without *future or prospective* liability for performance upon giving thirty (30) days written notice thereof. In the event of termination, The County will only be liable for its pro rata share of services rendered and goods actually received.

XII.

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

XIII.

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

XIV.

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

XI.

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

XVI.

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

XVII.

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

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

WILLIAMSON COUNTY:

SERVICE PROVIDER:

Authorized Signature

Authorized Signature

Wilco Sheriff Training Center
 8160 Chandler Rd.
 Hutto, Texas



WEBBERVILLE PROPANE, INC.
 RESIDENTIAL • INDUSTRIAL • AGRICULTURAL • VEHICLE

ATTN: Bob Lubben
 Project Mgr.
 Wilco facilities
 3101 SE Inner Loop
 Georgetown, TX 78653

Webberville Location:
 19126-B F.M. 969
 512/276-7800

P.O. Box 619
 Manor, TX 78653
 800/696-3493

Del Valle Location:
 2771 E. Hwy. 71
 512/389-3700

1000 UG TANK

1,840,000 btu load

COMMERCIAL OR RESIDENTIAL INSTALLATION

8-16-17

Materials Description	Quantity	Residential Price	Total Residential	Commercial Price	Total Commercial
Propane Tank	1	\$2235.00 + tax*	\$2419.39	\$2235.00 + tax*	\$2419.39
Standard Installation 15 Ft. of service line (from house to tank) Any additional line is \$5.50 per ft. installed 4-tank connection fittings and regulator(s) Typical Size: 190" L Diameter 41"	1	\$175.00	\$175.00	\$175.00 + tax*	\$189.44
Standard Underground Installation 4' W x 6' D to grade x 17' L (hole size) hole excavation \$250.00 Sand backfill \$350.00 Anode (17 lb.) \$200.00	1	\$800.00	\$800.00	\$800.00 + tax*	\$866.00
Subtotal For Propane Tank <i>(Tax Exempt, if appropriate paperwork is filed prior to installation)</i>			\$3394.39	\$3210. ⁰⁰	\$3474.83
Propane (Capacity: 800 gallons)				\$1520. ⁰⁰	
Additional Work: Additional trenching, rock trenching, appliance conversions, permits, etc. *The trenching prices are subject to change if rock is encountered upon installation. The additional cost will cover the expense of specialized equipment and/or labor required to complete the installation. **If hole is dug and trench is not, \$250.00 for us to dig trench.	(1) 5# Regulator for medium pressure gas @ building	(2) 2" x 3/4" Reducing pressure coupler			
Total				\$4,730. ⁰⁰	

TERMS AND PAYMENTS

All underground tanks are due payable upon installation, unless prior arrangements have been established with accounts receivable department. Underground tanks require an 80% full tank to complete the installation.

Stephen Jones

Commissioners Court - Regular Session

57.

Meeting Date: 09/19/2017

ATM Services for Williamson County

Submitted For: Randy Barker

Submitted By: Dianne West, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the extension of ATM Services Agreement as per RFP#14RFP00211, for the same pricing, terms and conditions as the existing contract for the term of October 1, 2017 - September 30, 2018 with Preferred ATM Solutions, LLC.

Background

This is the third extension of three possible, one-year options. The Facilities Department submitted a Vendor Performance Report (VPR) that reflected the vendor exceeding our requirements on this contract, and request to extend for the last extension period.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Preferred ATM Services 3rd renewal

Form Review

Inbox

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Dianne West
Final Approval Date: 09/14/2017

Reviewed By

Kerstin Hancock
Wendy Coco

Date

09/14/2017 09:58 AM
09/14/2017 10:31 AM
Started On: 09/13/2017 11:21 AM



Summary Agreement for Renewal of Williamson County Contract

Purchase/Contract Type:	Services	Department:	Facilities
Vendor Name:	Preferred ATM Services, LLC		
Vendor Address:	1530 Sun City Blvd. Suite 120 PMB 480, Georgetown, Texas 78633		
Purpose/Intended Use of Product or Service (summary):			
ATM Services for Williamson County			
P.O./Contract Number:	14RFP00211	Effective Date:	10/01/2017
Purchaser/Contract Specialist:	Dianne West	Expiration Date:	09/30/2018
Requested By:	Gary Wilson, Department Director		
Detailed description of renewal of product and/or service.			
<ul style="list-style-type: none"> • Williamson County wishes to extend this bid/proposal for the same pricing, terms and conditions as the existing contract and amendments. • PLEASE INCLUDE THE FOLLOWING: <ul style="list-style-type: none"> - RENEWED INSURANCE CERTIFICATE IF IT WAS REQUIRED IN BID/PROPOSAL. 			
Extend Contract for the 3rd of three (3), one (1) year renewal option periods:			
Renewal Option Period 3	October 1, 2017 – September 30, 2018		
Renewal Option Period 2	October 1, 2016 – September 30, 2017		
Renewal Option Period 1	October 1, 2015 – September 30, 2016		
Initial Contract Period	October 1, 2014 – September 30, 2015		
BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET OUT HEREIN			
Vendor	<u>Preferred ATM Services, LLC</u>	Williamson County, 710 Main St., Georgetown, TX 78626	
Name	<u>Dan SAVAGE</u>	Dan A. Gattis	
Title	<u>Partner</u>	Williamson County Judge	
Signature	<u>[Handwritten Signature]</u>	Signature _____	
Date	<u>9-7-17</u>	Date _____	

Commissioners Court - Regular Session

58.

Meeting Date: 09/19/2017

IFB 1708-182 River Rd and Old Windmill rd Award

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 awarding IFB# 1708-182, for River Rd and Old Windmill Rd to the lowest and best bidder, Smith Contracting, and authorizing the execution of service agreement.

Background

There were sixty-eight (68) vendors that viewed the bid with seven (7) submitting bids. This project will be substantially completed within fifty (50) working days of the notice-to- proceed and will be final completed within sixty (60) days of the notice to proceed. The not-to-exceed-amount of the project will be \$1,220,169.96.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

[Contract](#)

[award letter](#)

[Tabulation Packet](#)

Form Review

Inbox

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Will Hutchinson
Final Approval Date: 09/14/2017

Reviewed By

Kerstin Hancock
Wendy Coco

Date

09/14/2017 10:48 AM
09/14/2017 11:03 AM
Started On: 09/13/2017 01:18 PM



Agreement for Construction Services

This Agreement ("Agreement") between Williamson County, Texas, a political subdivision of the State of Texas ("Owner") and Smith Contracting ("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 1708-182, River Rd and Old Windmill Rd including the specifications set forth therein, which is incorporated herein as if copied in full.

ARTICLE 2 CONTRACT PRICE: Owner agrees to pay to the Contractor, for the satisfactory performance of the Work, the not-to-exceed amount of **One Million two-hundred twenty thousand one-hundred sixty-nine dollars and ninety-six cents** (\$1,220,169.96) 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 # 1708-182, 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: within 50 days of Owner's notice to commence the Work

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 **within 60 days of Owner's notice to commence the Work" in place of "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	\$1,000,000 Ea. Accident	
Bodily Injury by Disease	\$1,000,000 Ea. Employee	
Bodily Injury by Disease	\$1,000,000 Policy Limit	
c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:		
	PER PERSON	PER OCCURRENCE
Comprehensive General Liability <i>(including premises, completed operations and contractual)</i>	\$ 2,000,000	\$ 2,000,000
Aggregate policy limits:	\$2,000,000	

- d. Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury (including death)	\$2,000,000	\$2,000,000
Property damage	\$2,000,000	\$2,000,000
Aggregate policy limits	No aggregate limit	

- e. Builder's Risk Insurance
(all risks)

An all risks policy shall be in the amount equal at all times to 100% of the Contract Sum. The policy shall include coverage for loss or damage caused by certified acts of terrorism as defined in the Terrorism Risk Insurance Act. The policy shall be issued in the name of the Contractor and shall name his Subcontractors as additional insureds. The Owner shall be named as a loss payee on the policy. The builders risk policy shall have endorsements as follow:

1. This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises. If off-site storage is permitted, coverage shall include transit and storage in an amount sufficient to protect property being transported or stored.
2. For renovation projects and or portions of work contained within an existing structure, the Owner waives subrogation for damage by fire to existing building structure(s), if the Builder's Risk Policy has been endorsed to include coverage for existing building structure(s) in the amount described in the Special Conditions. However, Contractor shall not be required to obtain such an endorsement unless specifically required by the Special Conditions., in this Agreement. The aforementioned waiver of subrogation shall not be effective unless such endorsement is obtained.

- f. Umbrella coverage in the amount of not less than \$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: Travis Ragland

Title: President

Date: 9-7-17

Contractor's Designated Representative:

Travis Ragland
15308 Ginger St
Austin, TX 78728

Phone 512-990-7040

Fax 512-990-7855



September 6, 2017

Mr. Will Hutchinson
Purchasing Agent
Williamson County Purchasing Department
901 S. Austin Ave.
Georgetown, Texas 78626

Subject: Recommendation for River Rd & Old Windmill Rd – 1708-182

After reviewing all the pertinent information, it appears that Smith Contracting submitted the overall lowest and best offer for the 1708-182 project bid, River Rd & Old Windmill Rd Project.

I recommend to the Williamson County Commissioner's Court that they award Smith Contracting the contract for the River Rd & Old Windmill Rd project.

Please feel free to contact me if you have any questions or concerns.

Sincerely,

A handwritten signature in black ink, appearing to read 'J. Terron Evertson', with a large, stylized flourish at the end.

J. Terron Evertson, P.E.

WILLIAMSON COUNTY
BID TABULATION

River Rd and Old Windmill Rd

September 5, 2017 3:00PM

BID NUMBER: 1708-182

Williamson County Representatives Present:

[Signature]
[Signature]

NAME OF BIDDER

BID AMOUNT

NAME OF BIDDER	BID AMOUNT
1. Smith Contracting	\$1,220,169.96
2. Aaron Concrete Contractors, LLC	\$1,311,888.73
3. CRU Limited	\$1,345,032.90
4. Pabin Construction	\$1,389,599.64
5. The Bland Construction	\$1,638,548.70
6. Jimmy Evans Company	\$2,124,576.70
7. Champion Site Prep	\$1,328,000.-
8.	
9.	
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Commissioners Court - Regular Session

59.

Meeting Date: 09/19/2017

Southwest Solutions Group Preventative Maintenance Agreement

Submitted For: Randy Barker

Submitted By: Dianne West, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving a Preventative Maintenance & Service Program Agreement for a Spacesaver System for Justice of the Peace Precinct No. 4 between Williamson County and Southwest Solutions Group.

Background

This is an annual maintenance and service agreement for the Justice of the Peace, Pct. 4's Spacesaver System. The carriages store the court's case files. This is the maintenance that JP 4 has had since 2008.

The cost of this plan covers 100% labor and parts charges for one scheduled PM at no charge. The agreement includes travel, mileage to and from for all service calls and PM visits. Just one service call without the agreement would be much more due to travel time from Houston, Dallas, plus mileage, labor, parts, etc.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Southwest Solutions Group Preventative Maintenance Agreement

Form Review

Inbox

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Dianne West
Final Approval Date: 09/14/2017

Reviewed By

Kerstin Hancock
Wendy Coco

Date

09/14/2017 10:08 AM
09/14/2017 10:31 AM
Started On: 09/14/2017 09:13 AM

SERVICE AGREEMENT PROGRAM

Williamson County
 211 West 6th Street
 Taylor, TX 76574
 JP Precinct 4

COVERED ITEMS

We propose to furnish the materials and perform the labor necessary for the completion of the Scheduled Maintenance & Service Program on system(s):

Serviceable Item	Serial Number	Manufacturer	ProductType	Location
697	SSC ack 369729, 8 Carriages		Mechanical Assist	LSMA Job 415-7-6640

SERVICE LEVEL OPTIONS

Platinum (Preventative Maintenance, Labor, and Parts Program)

- * One scheduled Preventative Maintenance inspection per year.
- * Covers 100% of all Labor Service charges for repairs.
- * Covers 100% for all parts required as a result of normal wear & tear.
Does not include operator error or misuse.
- * Additional investment required for repairs performed outside of normal business hours.

Annual Investment to insure the safety of your equipment: **\$1,444.31**
 Program effective dates: 10/1/17 through 9/30/18

For Extended Agreements we will apply a 5% discount on a 2 year price total and 10% discount on a 3 year price total.

Southwest Solutions Group would like to thank you for the opportunity to serve you and our team looks forward to serving you in other areas, please visit our website at www.southwestsolutions.com for more products & services.

Sincerely,
 Chelsea Brown
 Direct: 972-331-8876
 Cell: 214-998-0045
 Fax: 888-980-8177
chelseabrown@southwestsolutions.com

Services to be performed by SSG authorized factory-trained personnel.

Inspection & Testing of:

Electrical Systems

- * Safety Features
- * Electrical Wiring & Switches
- * Mechanical & Logical Controls
- * Anti-Tip Devices
- * Carriage Limit Switches
- * Floor & Overall Operation
- * Ease of Movement

Mechanical Assist Systems / Manual Systems

- * Anti-Roll Locking Pin
- * Turn-Handle Assembly
- * Tension of chain on turn handle drive
- * Mechanical Safety Features & Controls
- * Shelving Anchors
- * Ease of Movement
- * Loose Hardware & Fasteners

Lubrication & Adjustment of: (All Systems)

- * All Moving Parts, Chains & Rails
- * Limit Switches

General Maintenance & Cleaning of:

- * Floor & Tracks
- * Face Panels & Controls

Inspection Report:

- * Communication of inspection findings to the customer

Scheduled maintenance services will be performed on a scheduled basis of 1 per year. Covers all service calls throughout the effective dates of agreement.

To schedule service please call Paul Stanko at 800-803-1083 ext. 9778 or via email PStanko@southwestsolutions.com. You can also request service from our website, www.southwestsolutions.com by clicking on the "request service" link at the top of the page.

ACCEPTANCE PAGE FOR SERVICE AGREEMENT

Williamson County, JP Precinct 4

When accepted please **CHECK** the option of choice, authorize below, and return a copy to Southwest Solutions Group via email chelseabrown@southwestsolutions.com or via fax (888) 980-8177 to the attention of CHELSEA BROWN, please retain original for your records.

Accepted by: _____ Date: _____

Title: _____

Bill-To Address: _____

City: _____ State: _____ Zipcode: _____

Purchase Order # if appropriate: _____

Attention Accounts Payable: _____

If paying by Visa, Master Card, or American Express:

Full Name on Card: _____

Credit Card #: _____ Exp. Date: _____

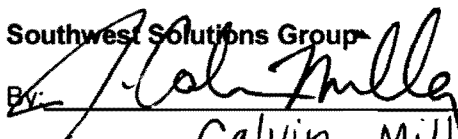
OTHER NOTES

Preventative Maintenance, Service and Repair calls are provided during Southwest Solutions Group's normal work hours Monday - Friday, excluding holidays.

This Agreement does not cover repairs for damages caused by acts of God, vandalism or misuse. Southwest Solutions Group is not responsible for delays or failure to furnish parts or service caused by acts of God, labor unrest, failure of transport or operational errors and causes beyond the control of Southwest Solutions Group.

To help ensure proper operation, you should perform all routine periodic housekeeping duties as outlined in your system's operating manual. You must ensure no foreign matter or debris falls into areas that may hinder normal operation of the equipment, resulting in equipment failure.

Coverage under this Agreement will be voided if the equipment is dismantled, relocated or substantially modified without prior approval from Southwest Solutions Group.

Southwest Solutions Group
By: 
Printed Name: Calvin Miller
Title: CFO/COO
Date: 9/7/2017

Commissioners Court - Regular Session

60.

Meeting Date: 09/19/2017

NACo Prescription Discount Card Revenue Sharing BA 09-19-2017

Submitted For: Melanie Denny

Submitted By: Angela Schmidt, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

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

Background

Williamson County has participated in the free medication discount card program made available through NACo since July 2008. This program provides to consumers an average discount of 24% on medications not available through insurance programs, and may be made available to any County resident, without regards to income. There is no cost to participating counties. The contracted pharmacy benefits manager recoups cost through manufacturer rebate programs. Williamson County and Cities Health District (WCCHD) acts as the County's agent to administer the program, receive the bulk delivery of cards, and manage distribution. The NACo Board of Directors has approved a proposal which will allow counties to receive revenue through the NACo Prescription Discount Card Program. On April 24, 2012, Williamson County Commissioners approved a revised contract allowing revenue sharing, and approved for program revenues to be paid to WCCHD as reimbursement for locally administering the program.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.370500	Miscellaneous Revenue	\$521.00

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Angela Schmidt

Final Approval Date: 09/13/2017

Reviewed By

Wendy Coco

Date

09/13/2017 01:36 PM

Started On: 09/13/2017 09:49 AM

Commissioners Court - Regular Session

61.

Meeting Date: 09/19/2017

NACo Prescription Discount Card Revenue Sharing BA 09-19-2017

Submitted For: Melanie Denny

Submitted By: Angela Schmidt, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

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

Background

Williamson County has participated in the free medication discount card program made available through NACo since July 2008. This program provides to consumers an average discount of 24% on medications not available through insurance programs, and may be made available to any County resident, without regards to income. There is no cost to participating counties. The contracted pharmacy benefits manager recoups cost through manufacturer rebate programs. Williamson County and Cities Health District (WCCHD) acts as the County's agent to administer the program, receive the bulk delivery of cards, and manage distribution. The NACo Board of Directors has approved a proposal which will allow counties to receive revenue through the NACo Prescription Discount Card Program. On April 24, 2012, Williamson County Commissioners approved a revised contract allowing revenue sharing, and approved for program revenues to be paid to WCCHD as reimbursement for locally administering the program.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0630.004921	Co Wide Rx Disc Card Program	\$521.00

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Angela Schmidt

Final Approval Date: 09/13/2017

Reviewed By

Wendy Coco

Date

09/13/2017 01:36 PM

Started On: 09/13/2017 09:51 AM

Commissioners Court - Regular Session

62.

Meeting Date: 09/19/2017

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
- g) Project New World
- h) Coop District Development

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: 09/14/2017

Reviewed By

Wendy Coco

Date

09/14/2017 11:03 AM

Started On: 09/14/2017 10:59 AM

Commissioners Court - Regular Session

63.

Meeting Date: 09/19/2017

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 278 @ Bagdad Rd.
- 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.
- w) Discuss Cedar Hollow low water crossings and Lost River.
- 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.
- aa) Discuss CR 234/CR 146 Leschber- tax lien

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.

- l) Discuss possible sale or exchange of property to LCRA.
- m) Discuss utility easement on CR 175 (Parkland).

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: 09/14/2017

Reviewed By

Wendy Coco

Date

09/14/2017 11:03 AM

Started On: 09/14/2017 10:58 AM