

**NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONER'S COURT
NOVEMBER 14TH, 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 – 29)

5. Discuss and consider approving a line item transfer for Constable Precinct #1.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0409-004998	Non-Dept/Contingencies	\$5,012.13
To	0100-0551-003008	Const Pct #1/LE Equip	\$5,012.13

6. Discuss and consider approving a line item transfer for Constable Precinct #4.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0409-004998	Non-Dept/Contingencies	\$4,558.93
To	0100-0554-003008	Const Pct #4/LE Equip	\$4,558.93

7. Discuss and consider approving a line item transfer for the Health District.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0630-004905	Health Dist/Pmt for Indigents	\$504.75
To	0100-0630-004414	Health Dist/Vehicle Insurance	\$504.75

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

Fiscal Impact

From/To	Acct No.	Description	Amount
To	0200-0210-004414	Vehicle Insurance	\$ 6,024.19
From	0200-0210-003597	Roadway Rehab	\$ 6,024.19

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	6,405.00
To	0100.0409.004413	Personal Liability Insurance	6,405.00

10. Discuss and consider approving a line item transfer for the District Attorney's Office.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0409-004998	Non Departmental/Contingencies	\$14,019.06
To	0100-0440-001100	District Atty/Salary	\$11,529.78
To	0100-0440-002010	District Atty/FICA	\$882.03
To	0100-0440-002020	District Atty/Retirement	\$1,607.25

11. Discuss, consider and take appropriate action on approving compensation changes, position titles changes, position grade changes and any corresponding line item transfers.
12. Discuss, consider and take appropriate action on authorizing the disposal of various county assets through auction including (5) Printers, (11) Scanners, (2) Cabinets, (3) Printer, (1) Washer, (1) Dryer, (1) Desktop, (see attached lists) pursuant to Tx. Local Gov't code 263.152.
13. Discuss, consider and take appropriate action on authorizing the disposal of various county assets through inter-departmental transfer including (8) Rifles (see attached lists) pursuant to Tx. Local Gov't code 263.152.
14. Discuss, consider, and take appropriate action on reappointing Commissioner Terry Cook to CAPCOG's Central Texas Clean Air Coalition. Term to run 1/1/18 to 12/31/19.
15. Discuss, consider and take any appropriate action regarding approval and receipt of the Standard Agreement with Highlands at Mayfield Ranch Municipal Utility District regarding off-duty contracting of County Sheriff Deputies.

16. Discuss, consider and take any appropriate action regarding approval and receipt of Vehicle Reimbursement Agreement with Stalwart Films, LLC-"Bats" (Security/Traffic control for film shoot in Williamson County).
17. Discuss, consider and take appropriate action on accepting and approving a report on the Williamson County North Campus Project; Change Order #32 in the amount of \$6,816.00 for approval of additional galvanized steel lintels, which was executed by Dwayne Gossett, Williamson County Facilities Project Manager, pursuant to the previous grant of authority under Section 262.031 of the Local Government Code. This change order is being funded out of the Owners Contingency.
18. Discuss, consider and take appropriate action on accepting and approving a report on the Williamson County North Campus Project; Change Order #34 in the amount of \$5,273.00 for approval of additional structural and grating items at Building G sump pits, which was executed by Dwayne Gossett, Williamson County Facilities Project Manager, pursuant to the previous grant of authority under Section 262.031 of the Local Government Code. This change order is being funded out of the Construction Managers Contingency.
19. Discuss, consider and take appropriate action on accepting and approving a report on the Cedar Park Tax Office Remodel Project; Change Order # 8 in the amount of \$10,704.00 for approval of additional millwork, which was executed by Bob Lubecker, Williamson County Facilities Project Manager, pursuant to the previous grant of authority under Section 262.031 of the Local Government Code. This change order is being funded by the Owners Contingency.
20. Discuss, consider and take appropriate action on accepting and approving a report on the Cedar Park Tax Office Remodel Project; Change Order # 11 in the amount of \$10,632.00 for approval of additional finish and electrical work, which was executed by Bob Lubecker, Williamson County Facilities Project Manager, pursuant to the previous grant of authority under Section 262.031 of the Local Government Code. This change order is being funded by the Owners Contingency.
21. Discuss, consider and take appropriate action on accepting and approving a report on the Cedar Park Tax Office Remodel Project; Change Order # 12 in the amount of \$11,896.00 for approval of additional IT Cabling and Video scopes of work, which was executed by Bob Lubecker, Williamson County Facilities Project Manager, pursuant to the previous grant of authority under Section 262.031 of the Local Government Code. This change order is being funded by the Owners Contingency.
22. Discuss, consider and take appropriate action on accepting and approving a report on the Cedar Park Tax Office Remodel Project; Change Order # 13 in the amount of \$3,725.00 for approval of countertop material changes to match original specification at other areas, which was executed by Bob Lubecker, Williamson County Facilities Project Manager, pursuant to the previous grant of authority under Section 262.031 of the Local Government Code. This change order is being funded by the Owners Contingency.
23. Discuss, consider and take appropriate action on accepting and approving a report on the Cedar Park Tax Office Remodel Project; Change Order # 14 in the amount of \$3,280.00 for approval of adding corner guards at outside drywall corners, which was executed by Bob Lubecker, Williamson County Facilities Project Manager, pursuant to the previous grant of authority under Section 262.031 of the Local Government Code. This change order is being funded by the Owners Contingency.
24. Discuss, consider and take appropriate action on accepting and approving a report on the Cedar Park Tax Office Remodel Project; Change Order # 15 in the amount of \$1,598.00 for approval of additional parking lot striping, which was executed by Bob Lubecker, Williamson County Facilities Project Manager, pursuant to the previous grant of authority under Section 262.031 of the Local Government Code. This change order is being funded by the Owners Contingency.

25. Discuss, consider and take appropriate action on accepting and approving a report on the Texas Avenue Remodel Project; Change Order # 5 in the amount of \$1,071.25 for approval of additional data cabling and outlets due to Architects Supplemental Instruction # 5, which was executed by Bob Lubecker, Williamson County Facilities Project Manager, pursuant to the previous grant of authority under Section 262.031 of the Local Government Code. This change order is being funded out of the Owners Contingency.
26. Discuss, consider and take appropriate action on accepting and approving a report on the Texas Avenue Remodel Project; Change Order # 7 in the amount of \$7,386.00 for adding electrical circuits to supply insta-hot water heaters per RFI # 21, which was executed by Bob Lubecker, Williamson County Facilities Project Manager, pursuant to the previous grant of authority under Section 262.031 of the Local Government Code. This change order is being funded out of the Owners Contingency.
27. Discuss, consider and take appropriate action on accepting and approving a report on the Texas Avenue Remodel Project; Change Order # 8 in the amount of \$5,987.00 for adding HVAC duct cleaning access panels and acceptance of 3 days added to the construction schedule, which was executed by Bob Lubecker, Williamson County Facilities Project Manager, pursuant to the previous grant of authority under Section 262.031 of the Local Government Code. This change order is being funded out of the Owners Contingency.
28. Discuss, consider and take appropriate action on Work Authorization No. 6 in the amount of \$50,000 to expire on November 30, 2018 under Williamson County Contract for Engineering Services between Kimley-Horn and Associates and Williamson County dated September 3, 2015 for On Call Traffic Engineering Services for Williamson County Road and Bridge.
29. Discuss, consider, and take appropriate action on approval of the preliminary plat for the TK Industrial Park subdivision - Pct 4

REGULAR AGENDA

30. Discuss, consider and take appropriate action on recognizing Lt. Mike Kelley for his 23 years of services to Williamson County EMS.
31. Discuss, consider and take appropriate action on approving a Proclamation designating December 6th, 2016 at Tree of Angels Day in Williamson County.
32. Discuss, consider, and take appropriate action on a proclamation declaring November 15, 2017 as Geographic Information Systems (GIS) Day.
33. Discuss, consider and take any appropriate action on a request for permission to place an Official Texas Historical Marker on the Williamson County Courthouse grounds near the Confederate soldier monument in the event the Texas Historical Commission determines eligibility and approves a marker in relation to a 2018 Official Texas Historical Marker Sponsorship Application to be filed by The Cultural and Historical Advocacy Group of the Georgetown Courageous Conversations Interfaith Initiative.
34. Discuss, consider and take appropriate action on the Department of Infrastructure projects and issues update.
35. Discuss, consider, and take appropriate action regarding the CAMPO 2010 Travel Demand Model License Agreement on the Corridor Program.

36. Discuss, consider, and take appropriate action regarding the Center for Archaeological Research Governmental Agency Curation Agreement for the Bagdad Road at CR 278 project, a Road Bond Project in Commissioner Pct. 2.
37. Discuss, consider and take appropriate action regarding the proposed remodel of areas of the Justice Center.
38. Discuss, consider and take appropriate action on a Real Estate Contract with K-LO Holdings, LLC for an easement needed on the Brushy Creek Trail Project. (Parcel 4) Funding Source: Park Bonds
39. Discuss, consider and take appropriate action on a Real Estate Contract with Jonah Water Special Utility District for right of way needed on the CR 101 Project (Parcel 43). Road Bond Funding Source P-269
40. Discuss, consider and take appropriate action on an Interlocal Agreement between Williamson County and the City of Round Rock, Texas Regarding the Design and Construction of the North Mays Extension.
41. Discuss, consider and take appropriate action on a Real Estate Contract with Joel and Tricia Allspaugh for right of way needed on the extension of Oak Haven to Wind Ridge Cove. Funding Source Road & Bridge Transfer to Capital Projects 0200-0210-000777
42. Discuss, consider and take appropriate action on a Right of Entry Agreement between Williamson County and the City of Georgetown in order to allow the City of Georgetown to conduct land surveying, topographical, engineering, environmental and geotechnical studies within specified linear areas of Williamson County's Berry Springs Park and Preserve.
43. Discuss and take appropriate action on the Citizen Participation Plan Regarding the Use of Grant Funds from the U.S. Department of Housing and Urban Development.
44. Discuss and consider mental health services to include Williamson County Mobile Outreach Team (MOT) duties, assignments and funding; DSRIP funded positions, tobacco funded positions, possible reorganization and transfer of MOT to Williamson County EMS and any roles which Bluebonnet Trails MHMR may have in relation to such mental health services in Williamson County.
45. Discuss, consider, and take appropriate action on a Mutual Non-Disclosure Agreement with Paylogix, LLC
46. Discuss, consider, and take appropriate action on approving purchase of one (1) 2018 Etnyre Model PRTN55ETDF3-PS 55 ton Special Hydraulic Detachable Gooseneck, Triple Axle, Haul Trailer in the amount of \$82,553.30 pursuant to BuyBoard contract # 516-16.
47. Discuss, consider, and take appropriate action on approving purchase of four (4) 2019 Freightliner 8 YD Dump Trucks and one (1) 2018 CTS Rock Master 32' End Dump Trailer from Freightliner of Austin, for the total amount of \$ 374,938.00, pursuant to BuyBoard contract #516-16.
48. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for Striping under IFB # 1711-203.
49. Discuss, consider and take appropriate action on approving purchase of two (2) 2019 Freightliner 12 YD Dump Trucks (M2-112) and two (2) 2018 CTS Pack Mule LW Belly Dumps (BDT40LS) from Freightliner of Austin in the total amount of \$311,836.00 pursuant to BuyBoard contract # 516-16.

- 50. Discuss, consider, and take appropriate action on awarding IFB # 1708-187, Relocation of Williamson County Regional Raw Water Line, contingent upon execution of the Interlocal Agreement with all parties, to the lowest responsive bidder Santa Clara Construction.
- 51. Discuss, consider and take appropriate action on a First Amendment to Guaranteed Maximum Price Amendment between Williamson County, Texas and J.T. Vaughn Construction, LLC relating to the Williamson County North Campus Facility Project.
- 52. Discuss, consider, and take appropriate action on awarding IFB # 1708-186 County Road 119 to the lowest responsive bidder Joe Bland Construction.
- 53. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed proposals for 911 Consulting under RFP# 1710-200.
- 54. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve budget amendment to acknowledge additional revenues for Park Donations:

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.367403	Park Donations	\$464.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0510.003670	Use of Donations	\$464.00

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)."

- 56. 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

- i) Project Amazon
- j) Project Valero

57. 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 305
 - 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.
- 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 sale of property adjacent to Blue Springs Boulevard, Georgetown, Texas.
- C. Consider intervention in lawsuit regarding de-listing of Bone Cave harvestman.

- 58.** 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) Case No. 1:17-cv-00290, Rodney A. Hurdsman v. Williamson County Sheriff Deputies Pokluda et al, In The United States District Court For The Western District of Texas – Austin Division.
 - o) 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.
 - p) Tax Increment Financing Agreement between Williamson County and the City of Hutto with respect to a proposed tax increment reinvestment zone (TIRZ) in Hutto, Teexas.
 - q) Claim of AT&T Corp. for Damages to Aerial Fiber Optic Cable and Pole at Hwy 29 and CR 366
 - r) Williamson County Sheriff's Office Training Center construction issues.
 - s) Application to Obtain New Municipal Solid Waste Permit – Proposed Permit No. 2398 (Applicant - Lealco, Inc.)
 - t) Discuss Williamson County Subdivision Regulations and Texas Local Government Code Chapter 232
 - u) Medical subrogation lien settlement offer related to covered person in County's health benefits plan.
 - v) Proposed Interlocal Agreement with ESD #2 relating to EMS Housing
 - w) Cause No. D-1-GN-005913, City of Cedar Park, Texas and Burleson Ranch v. Public Utility Commission of Texas, District Court of Travis County, Texas
- 59.** 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).
- 60.** Discuss the deployment or specific occasions for implementation of security personnel or devices in relation to the Williamson County Justice Center (Executive Session as per Texas Gov't. Code § 551.076).

REGULAR AGENDA (continued)

- 61.** Discuss and take appropriate action concerning economic development.
- 62.** Discuss and take appropriate action concerning real estate.

- 63.** 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) Case No. 1:17-cv-00290, Rodney A. Hurdsman v. Williamson County Sheriff Deputies Pokluda et al, In The United States District Court For The Western District of Texas – Austin Division.
 - o) 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.
 - p) Tax Increment Financing Agreement between Williamson County and the City of Hutto with respect to a proposed tax increment reinvestment zone (TIRZ) in Hutto, Texas.
 - q) Claim of AT&T Corp. for Damages to Aerial Fiber Optic Cable and Pole at Hwy 29 and CR 366
 - r) Williamson County Sheriff's Office Training Center construction issues.
 - s) Application to Obtain New Municipal Solid Waste Permit – Proposed Permit No. 2398 (Applicant - Lealco, Inc.)
 - t) Discuss Williamson County Subdivision Regulations and Texas Local Government Code Chapter 232
 - u) Medical subrogation lien settlement offer related to covered person in County's health benefits plan.
 - v) Proposed Interlocal Agreement with ESD #2 relating to EMS Housing
 - w) Cause No. D-1-GN-005913, City of Cedar Park, Texas and Burleson Ranch v. Public Utility Commission of Texas, District Court of Travis County, Texas
- 64.** 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.
- 65.** 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: 11/14/2017

Line Item Transfer

Submitted By: Ashlie Koenig, Budget Office

Department: Budget Office

Agenda Category: Consent

Information

Agenda Item

Discuss and consider approving a line item transfer for Constable Precinct #1.

Background

During the FY 18 budget process, the Constable’s office requested a lease option for tasers instead of an outright purchase. In reviewing the quotes provided at that time, it did indeed save the county money. However, we have since received a contract and, upon review by legal, it appears there are several issues to include a high rate of interest being charged as well as the lack of a “termination” or “opt-out” clause. Because if this, Legal and Budget are recommending a purchase vs. a lease. The outright purchase will require additional dollars to fund the purchase of six tasers.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0409-004998	Non-Dept/Contingencies	\$5,012.13
To	0100-0551-003008	Const Pct #1/LE Equip	\$5,012.13

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.
Form Started By: Ashlie Koenig
Final Approval Date: 11/03/2017

Reviewed By

Wendy Coco

Date

11/03/2017 08:27 AM
Started On: 11/03/2017 08:15 AM

Commissioners Court - Regular Session

6.

Meeting Date: 11/14/2017

Line Item Transfer

Submitted By: Ashlie Koenig, Budget Office

Department: Budget Office

Agenda Category: Consent

Information

Agenda Item

Discuss and consider approving a line item transfer for Constable Precinct #4.

Background

During the FY 18 budget process, the Constable’s office requested a lease option for tasers instead of an outright purchase. In reviewing the quotes provided at that time, it did indeed save the county money. However, we have since received a contract and, upon review by legal, it appears there are several issues to include a high rate of interest being charged as well as the lack of a “termination” or “opt-out” clause. Because if this, Legal and Budget are recommending a purchase vs. a lease. The outright purchase will require additional dollars to fund the purchase of six tasers.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0409-004998	Non-Dept/Contingencies	\$4,558.93
To	0100-0554-003008	Const Pct #4/LE Equip	\$4,558.93

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Ashlie Koenig

Final Approval Date: 11/03/2017

Reviewed By

Wendy Coco

Date

11/03/2017 08:27 AM

Started On: 11/03/2017 08:21 AM

Commissioners Court - Regular Session

7.

Meeting Date: 11/14/2017

Line Item Transfer

Submitted By: Ashlie Koenig, Budget Office

Department: Budget Office

Agenda Category: Consent

Information

Agenda Item

Discuss and consider approving a line item transfer for the Health District.

Background

The annual invoice for vehicle insurance was received from TAC (Texas Association of Counties) and the premium charged was more than anticipated/budgeted.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0630-004905	Health Dist/Pmt for Indigents	\$504.75
To	0100-0630-004414	Health Dist/Vehicle Insurance	\$504.75

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Ashlie Koenig

Final Approval Date: 11/03/2017

Reviewed By

Wendy Coco

Date

11/03/2017 08:45 AM

Started On: 11/03/2017 08:31 AM

Commissioners Court - Regular Session

8.

Meeting Date: 11/14/2017

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

Submitted For: Terron Evertson

Submitted By: Lydia Linden, Infrastructure

Department: Infrastructure

Division: Road & Bridge

Agenda Category: Consent

Information

Agenda Item

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

Background

This transfer is at the request of the Auditor and Budget Office for annual costs associated with vehicle insurance, Texas Association of Counties.

Fiscal Impact

From/To	Acct No.	Description	Amount
To	0200-0210-004414	Vehicle Insurance	\$ 6,024.19
From	0200-0210-003597	Roadway Rehab	\$ 6,024.19

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Budget Office

Form Started By: Lydia Linden

Final Approval Date: 11/08/2017

Reviewed By

Wendy Coco

Ashlie Koenig

Date

11/03/2017 12:02 PM

11/08/2017 04:17 PM

Started On: 11/03/2017 09:32 AM

Commissioners Court - Regular Session

9.

Meeting Date: 11/14/2017

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

Personal Liability Insurance had a slight increase. The increased amount came in after budget requests were submitted.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0409.004998	Contingencies	6,405.00
To	0100.0409.004413	Personal Liability Insurance	6,405.00

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst. (Originator)
Budget Office
Form Started By: Rebecca Clemons
Final Approval Date: 11/08/2017

Reviewed By

Wendy Coco
Ashlie Koenig

Date

11/06/2017 08:47 AM
11/08/2017 04:17 PM
Started On: 11/03/2017 03:51 PM

Commissioners Court - Regular Session

10.

Meeting Date: 11/14/2017

Line Item Transfer

Submitted By: Ashlie Koenig, Budget Office

Department: Budget Office

Agenda Category: Consent

Information

Agenda Item

Discuss and consider approving a line item transfer for the District Attorney's Office.

Background

To fund the approval of agenda item #27 on the 11/7/17 agenda approving a re-classification and salary for PCN #1796 in the District Attorney's Office.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0409-004998	Non Departmental/Contingencies	\$14,019.06
To	0100-0440-001100	District Atty/Salary	\$11,529.78
To	0100-0440-002010	District Atty/FICA	\$882.03
To	0100-0440-002020	District Atty/Retirement	\$1,607.25

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.
Form Started By: Ashlie Koenig
Final Approval Date: 11/07/2017

Reviewed By

Wendy Coco

Date

11/07/2017 03:29 PM
Started On: 11/07/2017 01:53 PM

Commissioners Court - Regular Session

11.

Meeting Date: 11/14/2017

Compensation Items

Submitted For: Tara Raymore

Submitted By: Kristy Sutton, Human Resources

Department: Human Resources

Agenda Category: Consent

Information

Agenda Item

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

Background

See attached documentation for details.

Fiscal Impact

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

Attachments

Comp Item

FY18 Merit C3

Merit LIT 11.14.17

Form Review

Inbox

County Judge Exec Asst.
 Human Resources (Originator)
 Human Resources (Originator)
 Form Started By: Kristy Sutton
 Final Approval Date: 11/08/2017

Reviewed By

Wendy Coco
 Kristy Sutton
 Tara Raymore

Date

11/08/2017 02:42 PM
 11/08/2017 03:00 PM
 11/08/2017 04:07 PM
 Started On: 11/08/2017 12:28 PM

Department	PCN	EE ID	Budget Amount	*Requested Amount	Change Amount	% Change	Reason for Change	Earliest Oracle Effective Date
Constable Pct. 3	0296	Vacant	\$ 60,047.54	\$ 55,474.65	\$ (4,572.89)	-7.62%	Decrease vacant position salary	11/3/2017
Constable Pct. 3	1814	Vacant	\$ 58,803.66	\$ 62,402.86	\$ 3,599.20	6.12%	Increase vacant position salary from PCN 0296 to accommodate tenure	11/3/2017
Road and Bridge	1532	14426	\$ 33,500.00	\$ 33,835.00	\$ 335.00	1.00%	Correction per Budget Office due to COLA allocation.	10/16/2017
Road and Bridge	1669	14418	\$ 33,500.00	\$ 33,835.00	\$ 335.00	1.00%	Correction per Budget Office due to COLA allocation.	10/9/2017
Road and Bridge	1529	Vacant	\$ 33,500.00	\$ 33,500.00	\$ -	0.00%	Title and Grade Change only: Operator II (B. 19) to Operator I (B.17)	11/3/2017
Purchasing	1217	Vacant	\$49,934.46	\$48,669.24	-\$1,265.22	-2.53%	Decrease vacant position salary	11/17/2017
Purchasing	1696	Vacant	\$39,731.58	\$40,996.80	\$1,265.22	3.18%	Increase vacant position salary from PCN 1217 to accommodate external hire	11/17/2017
District Attorney	0915	13524	\$43,430.05	\$40,448.07	-\$2,981.98	-6.87%	Decrease position salary	11/17/2017
District Attorney	1796	Vacant	\$44,987.02	\$47,969.00	\$2,981.98	6.63%	Increase vacant position salary from PCN 0915 to accommodate internal transfer	11/17/2017

*Amount may vary slightly due to Oracle rounding

Department	Position	Emp ID Num	Current Annual Salary	Annual Merit Amt	Merit %	Requested Annual Salary	Pay Proposal Reason	Effective Date
County Treasurer	Chief Deputy Treasurer.0725.001100.	13867	\$58,327.10	\$2,916.42	5.00	\$61,243.52	MERIT	11/3/2017
Juvenile Services	Juv Detn Super.1137.001100.	5472	\$51,414.19	\$514.13	1.00	\$51,928.32	MERIT	11/17/2017
Mobile Outreach	Community Medical Provider Grant.1639.001100.	12217	\$56,439.51	\$2,257.59	4.00	\$58,697.10	MERIT	11/3/2017
Mobile Outreach	SR Office Administrator.1189.001100.	11190	\$57,865.12	\$2,314.60	4.00	\$60,179.72	MERIT	11/3/2017
Parks	PT Tech 1.9978.001101.	14347	\$23,701.66	\$711.05	3.00	\$24,412.71	MERIT	11/3/2017
Sheriff's Office	Office Coordinator SR.1419.001100.	14354	\$50,965.46	\$2,548.26	5.00	\$53,513.72	MERIT	11/3/2017

*Salary amount may vary slightly due to Oracle rounding

				(TO)	(FROM)
entity	fund	dept	object	dr	cr
01	0100	0576	001100	514.13	
01	0100	0576	001130		514.13
01	0100	0341	001100	4572.19	
01	0100	0341	002010	349.78	
01	0100	0341	002020	637.36	
01	0100	8004	001130		4572.19
01	0100	8004	002010		349.78
01	0100	8004	002020		637.36
01	0100	0560	001100	2548.26	
01	0100	0560	002010	194.94	
01	0100	0560	002020	355.23	
01	0100	8003	001130		2548.26
01	0100	8003	002010		194.94
01	0100	8003	002020		355.23
01	0100	0510	001100	711.05	
01	0100	0510	001130		711.05
01	0100	0497	001100	2916.42	
01	0100	0497	001130		2916.42
01	0100	8001	002010		119.88
01	0100	0400	002010	119.88	
01	0100	8001	002020		218.44
01	0100	0400	002020	218.44	

Commissioners Court - Regular Session

12.

Meeting Date: 11/14/2017

Asset Auction 11/14/2017

Submitted By: Jayme Jasso, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the disposal of various county assets through auction including (5) Printers, (11) Scanners, (2) Cabinets, (3) Printer, (1) Washer, (1) Dryer, (1) Desktop, (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: 11/09/2017

Reviewed By

Wendy Coco

Date

11/09/2017 10:37 AM

Started On: 11/09/2017 08:45 AM

Williamson County

Asset Status Change Form

Print Form

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

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

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
5	Brolher Printers	Q7-570		Non-Working <input type="checkbox"/>
10	Symbol Scanners	D567085R200ZZR		Non-Working <input type="checkbox"/>
1	Dara Logic Scanner	QD2130-BK		Non-Working <input type="checkbox"/>
2	File Cabinets	A-106100 and A106102		Working <input type="checkbox"/>
				<input type="checkbox"/>

Parties involved:

FROM (Transferor Department): Elections

Transferor - Elected Official/Department Head/ Authorized Staff:

Chris Davis
Print Name

Signature

Contact Person:

Chris Davis
Print Name

Date 512-943-1630
Phone Number

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

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

Print Name

Signature

Contact Person:

Chris Davis
Print Name

Date _____
Phone Number _____

RECEIVED

NOV 2 2017

AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

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

Forward to County Auditor's Office

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

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

Williamson County

Asset Status Change Form

Print Form

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

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

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	SC50MN2OU60001	3090219964	N/A	Working
1	ST075NMTB1G1W01	0209016827	N/A	Working

Parties involved:

FROM (Transferor Department): Juvenile Detention

Transferor - Elected Official/Department Head/ Authorized Staff:

JOHN J. PELCZAR **Contact Person:**
 Print Name John Pelczar
 Signature Print Name

[Signature] +1 (512) 943-3204
 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.)

RECEIVED

NOV 2 2017

 Contact Person:
 Print Name Print Name
 Signature AUDITOR'S OFFICE
 Date WILLIAMSON COUNTY, TEXAS
 Phone Number

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

Forward to County Auditor's Office

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

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

Williamson County

Asset Status Change Form

Print Form

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

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

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Dell B1265dnf printer	BCGH7S1		Working

Parties involved:

FROM (Transferor Department): Technology Services

Transferor - Elected Official/Department Head/ Authorized Staff:

Tammy McCulley **Contact Person:**
 Print Name Tammy McCulley
 Signature Print Name

Tammy McCulley October 30, 2017 +1 (512) 943-1455
 Signature Date Phone Number

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

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

RECEIVED

OCT 31 2017

AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

Print Name Print Name
 Signature Date Phone Number

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

Forward to County Auditor's Office

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

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

Williamson County

Asset Status Change Form

Print Form

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

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

Asset List:


Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Printer, desktop, HP LaserJet P1505n	VND3M05015		Working

Parties involved:

FROM (Transferor Department): Auditor's Office

Transferor - Elected Official/Department Head/ Authorized Staff:

Julie M. Kiley

 Print Name


 Signature
 October 30, 2017

 Date

Contact Person:
 Lisa Moore

 Print Name
 +1 (512) 943-1623

 Phone Number

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

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

 Print Name

 Signature

 Date

Contact Person: **RECEIVED**

 Print Name
OCT 30 2017

 Phone Number
AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

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

Forward to County Auditor's Office

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

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

Commissioners Court - Regular Session

13.

Meeting Date: 11/14/2017

Asset Transfer 11/14/2017

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 (8) Rifles (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

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Jayme Jasso

Final Approval Date: 11/09/2017

Reviewed By

Wendy Coco

Date

11/09/2017 10:37 AM

Started On: 11/09/2017 10:16 AM

Williamson County Asset Status Change Form

Print Form

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

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

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
8	SEE ATTACHED			Working
				Non-Working
				Non-Working
				Non-Working

Parties involved:

FROM (Transferor Department): (560) LAW ENFORCEMENT

Transferor - Elected Official/Department Head/ Authorized Staff:

TIMOTHY RYLE CHIEF DEPUTY	DENISE MCGLAUN SO QUARTERMASTER
Print Name	Print Name
	+1 (512) 943-1349
Signature	Date Phone Number

RECEIVED

TO (Transferee Department/Auction/Trade-in/Donee): (570) CORRECTIONS

NOV 3 2017

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

RANDOLPH DOYER ASST. CHIEF DEPUTY	DANIELLE WHITE AUDITOR'S OFFICE WILLIAMSON COUNTY, TEXAS
Print Name	Print Name
	+1 (512) 943-1324
Signature	Date Phone Number

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

Forward to County Auditor's Office

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

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

Commissioners Court - Regular Session

14.

Meeting Date: 11/14/2017

Reappoint Commissioner Terry Cook to the Central Texas Clean Air Coalition

Submitted For: Terry Cook

Submitted By: Garry Brown, Commissioner Pct. #1

Department: Commissioner Pct. #1

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on reappointing Commissioner Terry Cook to CAPCOG's Central Texas Clean Air Coalition. Term to run 1/1/18 to 12/31/19.

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: Garry Brown
Final Approval Date: 11/08/2017

Reviewed By

Wendy Coco

Date

11/08/2017 02:41 PM
Started On: 11/08/2017 02:10 PM

Commissioners Court - Regular Session

15.

Meeting Date: 11/14/2017

Standard Agreement with Highlands at Mayfield Ranch MUD for County Sheriff

Submitted For: Robert Chody

Submitted By: Starla Hall, Sheriff

Department: Sheriff

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take any appropriate action regarding approval and receipt of the Standard Agreement with Highlands at Mayfield Ranch Municipal Utility District regarding off-duty contracting of County Sheriff Deputies.

Background

This is for a new Municipal Utility District. We currently work in Parkside at Mayfield Ranch since June 2017. This agreement gives permission for Highlands at Mayfield Ranch MUD to contract County Sheriff Deputies in a private capacity and the County to invoice Highlands for deputies' vehicle usage.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Highlands at Mayfield Ranch

Form Review

Inbox

County Judge Exec Asst.
Form Started By: Starla Hall
Final Approval Date: 11/09/2017

Reviewed By

Wendy Coco

Date

11/09/2017 01:32 PM
Started On: 11/09/2017 09:36 AM

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

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

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

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

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

3. Prior to the beginning of DEPUTIES employment with the LGE, the LGE shall obtain a comprehensive general liability insurance policy from a company authorized to do business in the State of Texas with minimum amounts of Ten Thousand Dollars (\$10,000) per occurrence for property damage, One Hundred Thousand Dollars (\$100,000) per person, and Three Hundred Thousand Dollars

(\$300,000) per occurrence for personal injury. COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.

4. The term of this AGREEMENT shall begin on the October 1, 2017, and shall terminate on September 30, 2018, and will have two additional one (1) year automatic renewals. The AGREEMENT will automatically renew on October 1, 2018, and October 1, 2019. It must be revisited with proper approvals from the applicable governing bodies and elected official(s) for the fiscal year beginning FY 2021.
5. State law requires that law enforcement personnel conducting "off-duty" work must be both "full time" and "entitled" to fringe benefits. Tex. Occup. Code Sec. 1702.322(A) & (B)(i). Thus, part-time deputies and "reserve" officers may not conduct "off-duty" work.
6. The COUNTY agrees that each of the DEPUTIES will be properly insured with automobile liability insurance while operating the patrol vehicle in accordance with Section 612.005(b) of the Texas Government Code, and any other applicable laws.
7. COUNTY agrees to invoice LGE for the reimbursement amounts for DEPUTIES' vehicle usage at the rate of \$8.00 per hour per vehicle (to cover LGE's fair share of costs for fuel, maintenance, and yearly premiums on automobile insurance). The LGE acknowledges that the above described reimbursement rate will not totally cover the entire costs incurred by COUNTY for the fully equipped patrol vehicle that is being utilized by such DEPUTIES in the LGE's Area; provided, however, COUNTY deems such unrecovered costs for the fully equipped patrol vehicle to be of a public benefit to the citizens of Williamson County.
8. LGE agrees to log and maintain all times that vehicles are allotted to off-duty work, whether actually used or parked, for each vehicle used by DEPUTIES on a monthly basis. LGE shall provide such vehicle time records to COUNTY and SHERIFF'S OFFICE no later than the end of each quarter (end of month for each of the following: March, June, September, and December). COUNTY will invoice based on the total usage and rate, as set forth in Paragraph 7, and LGE will pay such invoice pursuant Chapter 2251 of the Texas Government Code ("Texas Prompt Payment Act"). Reporting must be submitted to:

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

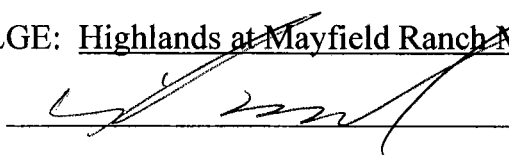
COUNTY:

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

9. LGE agrees that it shall pay deputies directly and file 1099 forms with the Internal Revenue Service.
10. Each party to this AGREEMENT, in the performance of this AGREEMENT, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another.
11. Nothing in this AGREEMENT shall be deemed to waive, modify or amend any legal defense available at law or in equity to COUNTY, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. COUNTY does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

LGE:

Name of LGE: Highlands at Mayfield Ranch Municipal Utility District

Signature: 

Printed Name: Kirk Slack

Title: President, Board of Directors

Date: October 26, 2017

WILLIAMSON COUNTY SHERIFF'S OFFICE:

Williamson County Sheriff

Printed Name of Official: Robert Chody

Signature of Official: 

Date: 11/7/17, 2017

Address of Office: 508 S. Rock Street
Georgetown, Texas 78626

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

TO BE EXECUTED BY COUNTY COMMISSIONERS COURT FOR
CONFIRMATION OF BUDGETARY AUTHORIZATION
RELATED TO USE OF
VEHICLES FOR OFF-DUTY WORK¹

WILLIAMSON COUNTY COMMISSIONERS COURT:

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

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

Commissioners Court - Regular Session

16.

Meeting Date: 11/14/2017

Vehicle Reimbursement Agreement for Stalwart Films - "Bats" for County Sheriff

Submitted For: Robert Chody

Submitted By: Starla Hall, Sheriff

Department: Sheriff

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take any appropriate action regarding approval and receipt of Vehicle Reimbursement Agreement with Stalwart Films, LLC-"Bats" (Security/Traffic control for film shoot in Williamson County).

Background

This agreement gives permission for Stalwart Films to contract County Sheriff Deputies in a private capacity and the County to invoice them for deputies vehicle usage.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Stalwart Films

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Starla Hall

Final Approval Date: 11/09/2017

Reviewed By

Rebecca Clemons

Date

11/09/2017 11:49 AM

Started On: 11/09/2017 11:33 AM

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

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

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

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

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

4. The term of this AGREEMENT shall begin on the 10-24, 2017 and shall terminate on September 30, 2018. Any extension of this AGREEMENT must be set forth in writing and signed by both parties.
5. State law requires that law enforcement personnel conducting "off-duty" work must be both "full time" and "entitled" to fringe benefits. Tex. Occup. Code Sec. 1702.322(A) & (B)(i). Thus, part-time deputies and "reserve" officers may not conduct "off-duty" work.¹
6. The COUNTY agrees that each of the DEPUTIES will be properly insured with automobile liability insurance while operating the patrol vehicle in accordance with Section 612.005(b) of the Texas Government Code, and any other applicable laws.
7. COUNTY agrees to invoice NON-GOVERNMENTAL ORGANIZATION for the reimbursement amounts for deputy vehicle usage at the rate of **\$12.00 per hour per vehicle** (to cover NON-GOVERNMENTAL ORGANIZATION's fair share of costs for fuel, maintenance, and yearly premiums on automobile insurance).
8. NON-GOVERNMENTAL ORGANIZATION agrees to log and maintain all times that vehicles are allotted to off-duty work, whether actually used or parked, for each vehicle used by DEPUTIES on a monthly basis. NON-GOVERNMENTAL ORGANIZATION shall provide such vehicle time records to COUNTY and LEA no later than the last day of the end of each month in which vehicle usage occurs. COUNTY will invoice based on the total usage and rate, as set forth in Paragraph 7, and NON-GOVERNMENTAL ORGANIZATION will pay such invoice within ten (10) days of the invoice date. Reporting must be submitted to:

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

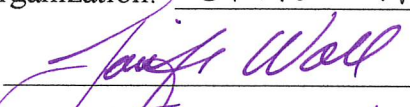
COUNTY: Williamson County Auditor's Office
Attn: Finance Director
710 Main Street, Suite 301
Georgetown, Texas 78626

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

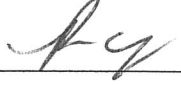
¹ It is the commissioners court that sets what compensation (and benefits) deputies are entitled to, which affects eligibility for off-duty work. Tex. Local Gov't Code § 152.011.

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

NON-GOVERNMENTAL ORGANIZATION:

Name of Organization: STALWART FILMS, LLC - "BATS"
Signature: 
Printed Name: Jennifer Wall
Title: Production Supervisor
Date: 10/27, 2017

WILLIAMSON COUNTY LAW ENFORCEMENT AGENCY:

Name of Office: Sheriff
Printed Name of Official: Robert Chody
Signature of Official: 
Date: 11/9/17, 2017
Address of Office: 508 S. Rock St.
Georgetown, TX 78626

WILLIAMSON COUNTY COMMISSIONERS COURT:

By: _____

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

Commissioners Court - Regular Session

17.

Meeting Date: 11/14/2017

North Campus Facility P324 - Change Order 32

Submitted By: Gina Wrehsnig, Infrastructure

Department: Infrastructure

Division: Building Maintenance

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on accepting and approving a report on the Williamson County North Campus Project; Change Order #32 in the amount of \$6,816.00 for approval of additional galvanized steel lintels, which was executed by Dwayne Gossett, Williamson County Facilities Project Manager, pursuant to the previous grant of authority under Section 262.031 of the Local Government Code. This change order is being funded out of the Owners Contingency.

Background

On September 6, 2016, the Williamson County Commissioners Court granted Dwayne Gossett, Williamson County Facilities Project Manager, with general authority to approve change orders for the Agreement for Construction Services with J. T. Vaughn Construction, LLC in relation to the Williamson County North Campus Project for any increase in costs up to a total maximum amount of \$30,000.00 in accordance with Section 262.031 of the Local Government Code – Changes in Plans and Specifications. This report is being provided for purposes of notifying the court of such change order and to place it in the minutes of the Commissioners Court.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

[NCF Change Order 32](#)

[NCF CO32 Funds](#)

Form Review

Inbox

County Judge Exec Asst.
Form Started By: Gina Wrehsnig
Final Approval Date: 11/08/2017

Reviewed By

Wendy Coco

Date

11/08/2017 02:41 PM
Started On: 11/08/2017 01:23 PM



3171 SE Inner Loop
Georgetown, TX
78626

T: (512) 663-7461
F: (512) 681-9752

September 28, 2017

Dwayne Gossett
Williamson County, Texas
3101 SE Inner Loop
Georgetown, TX 78620

Re: North Campus Facilities
Job No: 233901

Subj: Change Proposal No. 233901-0032

Dear Sir or Madam:

We respectfully submit our proposal for an increase to our contract in the amount of \$0 (zero) dollars to provide Provide Additional Galvanized Loose Lintels for the above referenced project.

Our price is valid for Ten (10) days

Please indicate your acceptance of this change proposal by signing and returning one copy of the attached Form B breakdown of our cost.

Very truly yours,
VAUGHN CONSTRUCTION


Doug Boram

Attachments: Form B

CC:

FORM B

PROJECT: North Campus Facilities

CHANGE PROPOSAL NO: 233901-0032

QUOTATION :

Item	Labor	Materials	Subs	Total
Provide Additional Galvanized Loose Lintels	\$0.00	\$0.00	\$6,816.00	\$6,816.00
To Be Funded By Owners Contingency	\$0.00	\$(6,816.00)	\$0.00	\$(6,816.00)


Totals	\$0.00	\$(6,816.00)	\$6,816.00	\$0.00
	Insurance, Tax, Benefits on Labor			\$0.00
	Overhead			\$0.00
	Fee on Subs			\$0.00
	Fee on JTV			\$0.00
	Bond			\$0.00
	Remodel Tax			\$0.00
	TOTAL			\$0.00

TIME EXTENSION TO CONTRACT: 0 Days

Submitted Date: 9/28/2017

Accepted

VAUGHN CONSTRUCTION

By: 

By: 
Doug Boram

Date 11-8-2017

Proposal Valid for 10 Days

Funds Tracking Log

Change Proposal No.	Change Type & No.	Time Extension (Days)		GMP Breakdown							GMP #2339.01	Total Updated Contract Amount
		Pending	Approved	Cost of Work	CM Contingency	Owner Contingency	General Conditions	Buyout Savings	Construction Phase Fee			
N/A	GMP	-	-	\$18,195,395	\$406,771	\$406,772	\$1,896,522		\$625,467	\$21,530,927	\$21,530,927	
1	OCO	0	0	\$3,659	\$0	(\$3,659)	\$0		\$0	\$0	\$21,530,927	
2	OCO	10	10	\$114,186	\$0	(\$114,186)	\$0		\$0	\$0	\$21,530,927	
3	OCO	0	0	\$1,727	\$0	(\$1,727)	\$0		\$0	\$0	\$21,530,927	
4	OCO	0	0	\$19,494	\$0	(\$19,494)	\$0		\$0	\$0	\$21,530,927	
5	OCO	0	0	\$19,676	(\$19,676)	\$0	\$0		\$0	\$0	\$21,530,927	
6	OCO	0	0	\$14,465	(\$14,465)	\$0	\$0		\$0	\$0	\$21,530,927	
7	OCO	0	0	\$2,237	\$0	(\$2,237)	\$0		\$0	\$0	\$21,530,927	
8	OCO	0	0	\$3,450	\$0	(\$3,450)	\$0		\$0	\$0	\$21,530,927	
9	OCO	0	0	\$832	\$0	(\$832)	\$0		\$0	\$0	\$21,530,927	
10	OCO	0	0	\$285	\$0	(\$285)	\$0		\$0	\$0	\$21,530,927	
11	OCO	0	0	\$22,415	\$0	(\$22,415)	\$0		\$0	\$0	\$21,530,927	
12	OCO	0	0	\$11,221	\$0	(\$11,221)	\$0		\$0	\$0	\$21,530,927	
13	OCO	0	0	(\$5,000)	\$0	\$5,000	\$0		\$0	\$0	\$21,530,927	
14	OCO	0	0	\$0	\$0	\$0	\$0		\$0	\$0	\$21,530,927	
15	OCO	0	0	\$79,584	\$0	(\$79,584)	\$0		\$0	\$0	\$21,530,927	
16	OCO	0	0	\$9,930	\$0	(\$9,930)	\$0		\$0	\$0	\$21,530,927	
17	OCO	0	-	\$0	\$0	\$0	\$0		\$0	\$0	\$21,530,927	
18	OCO	0	-	\$1,747	(\$1,747)	\$0	\$0		\$0	\$0	\$21,530,927	
19	OCO	0	-	(\$1,763)	\$0	\$0	\$1,763		\$0	\$0	\$21,530,927	
20	OCO	0	-	\$75,603	\$0	(\$75,675)	\$72		\$0	\$0	\$21,530,927	
21	OCO	0	-	\$10,364	(\$10,364)	\$0	\$0		\$0	\$0	\$21,530,927	
22	OCO	0	-	\$6,410	(\$6,461)	\$0	\$51		\$0	\$0	\$21,530,927	
23	OCO	0	-	\$15,825	(\$15,825)	\$0	\$0		\$0	\$0	\$21,530,927	
24	OCO	0	-	\$33,487	(\$33,906)	\$0	\$419		\$0	\$0	\$21,530,927	
25	OCO	0	-	\$8,854	(\$8,854)	\$0	\$0		\$0	\$0	\$21,530,927	
26	OCO	0	-	(\$106)	\$0	\$106	\$0		\$0	\$0	\$21,530,927	
27	OCO	0	-	\$2,940	\$0	(\$2,940)	\$0		\$0	\$0	\$21,530,927	
28	OCO	0	-	\$563	\$0	(\$563)	\$0		\$0	\$0	\$21,530,927	
29	OCO	0	-	\$3,647	(\$3,647)	\$0	\$0		\$0	\$0	\$21,530,927	
30	OCO	0	-	(\$30,000)	\$0	\$30,000	\$0		\$0	\$0	\$21,530,927	
31	OCO	0	-	\$4,434	\$0	(\$4,434)	\$0		\$0	\$0	\$21,530,927	
32	OCO	0	-	\$6,816	\$0	(\$6,816)	\$0		\$0	\$0	\$21,530,927	
33	OCO	0	-	\$0	\$0	\$0	\$0		\$0	\$0	\$21,530,927	
Current Amounts		10	10	\$18,632,377	\$291,826	\$82,430	\$1,898,827		\$625,467	\$21,530,927	\$21,530,927	

GMF Construction of Texas, LLC

PO Box 6899
Lakeland, FL 33807
Phone: (863) 577-0210
Fax: (863) 644-7687

Request for Change Order

To: Vaughn Construction
152 Carrie Street
Houston, TX 77047
Project: Williamson County NCF

RFC No: 19
Date: 9/26/2017
Description: Furnish only stock length Additional Galvanized Loose Lintels per Vaughn request 9-21-17.

The above work is subject to the same conditions as specified in the original contract unless otherwise stipulated.

Upon approval the sum of \$6,816.00 will be added to the contract price.

Original Contract	\$1,066,657.00
Other Approved Change Orders	\$92,541.00
Total Contract to Date	\$1,159,198.00
This Request	\$6,816.00
Other Pending Requests	\$38,113.00
Total Contract plus Pending RFCs	\$1,204,127.00

Authorized Signature: _____ Date: _____
GMF Construction of Texas, LLC

Authorized Signature: _____ Date: _____
Vaughn Construction

Sean Douget

From: Brandon <Brandon@bcs-customfab.com>
Sent: Monday, September 25, 2017 4:02 PM
To: Sean Douget
Subject: galv angle

5-7 days lead time for galvanizing.

L6x6x5/16"x20'- 12 pcs- \$3,900.00

L7x4x1/2" x 20'- 4 pcs- \$2195.00

Total \$6,095.00

Thanks,

Brandon Conn
Custom Fabricators & Repairs
1379 N. Harvey Mitchell Pkwy
Bryan, TX 77803
979-775-4297

Williamson County Facilities - Job Cost Tracking Log

Project: North Campus Project # P324

Change Order #: 32

Change Order No.	Court Agenda Date	Party of Initiation	Time Ext. (Days)	GMP Breakdown						GMP Total	Total Updated Contract Amount
				Cost of Work	CM Contingency	Owner Contingency	Buyout Savings (Current)	General Conditions	Construction Phase Fee		
Contract				\$ 18,195,395.00	\$ 406,771.00	\$ 406,772.00	\$ -	\$ 1,896,522.00	\$ 625,467.00	\$ 21,530,927.00	\$ 21,530,927.00
1	03/28/17		0	\$ 3,659.00	\$ -	\$ (3,659.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,530,927.00
2	03/28/17		10	\$ 114,186.00	\$ -	\$ (114,186.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,530,927.00
3	05/02/17		0	\$ 1,727.00	\$ -	\$ (1,727.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,530,927.00
4	05/02/17		0	\$ 19,494.00	\$ -	\$ (19,494.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,530,927.00
5	05/30/17		0	\$ 19,676.00	\$ (19,676.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,530,927.00
6	05/30/17		0	\$ 14,465.00	\$ (14,465.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,530,927.00
7	05/30/17		0	\$ 2,237.00	\$ -	\$ (2,237.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,530,927.00
8	05/30/17		0	\$ 3,450.00	\$ -	\$ (3,450.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,530,927.00
9	06/27/17		0	\$ 832.00	\$ -	\$ (832.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,530,927.00
10	06/27/17		0	\$ 285.00	\$ -	\$ (285.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,530,927.00
11	06/27/17		0	\$ 22,415.00	\$ -	\$ (22,415.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,530,927.00
12	06/27/17		0	\$ 11,221.00	\$ -	\$ (11,221.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,530,927.00
13	06/27/17		0	\$ (5,000.00)	\$ -	\$ 5,000.00	\$ -	\$ -	\$ -	\$ -	\$ 21,530,927.00
14	06/27/17		0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,530,927.00
15	06/27/17		0	\$ 79,584.00	\$ -	\$ (79,584.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,530,927.00
16	06/27/17		0	\$ 9,930.00	\$ -	\$ (9,930.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,530,927.00
17	09/12/17	A&E	0	\$ 2,450.00	\$ -	\$ -	\$ (2,450.00)	\$ -	\$ -	\$ -	\$ 21,530,927.00
18	09/12/17	A&E	0	\$ 1,747.00	\$ -	\$ (1,747.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,530,927.00
19	09/12/17	Owner	0	\$ 577,128.00	\$ -	\$ -	\$ (577,128.00)	\$ -	\$ -	\$ -	\$ 21,530,927.00
20	PENDING REVIEW									\$ -	\$ 21,530,927.00
21	10/03/17	A&E	0	\$ 10,364.00	\$ (10,364.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,530,927.00
22	10/03/17	A&E	0	\$ 6,461.00	\$ (6,461.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,530,927.00
23	PENDING REVIEW									\$ -	\$ 21,530,927.00
24	10/03/17	A&E	0	\$ 33,906.00	\$ (33,906.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,530,927.00
25	10/03/17	A&E	0	\$ 8,854.00	\$ (8,854.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,530,927.00
26	PENDING REVIEW									\$ -	\$ 21,530,927.00
27	PENDING REVIEW									\$ -	\$ 21,530,927.00
28	PENDING REVIEW									\$ -	\$ 21,530,927.00
29	PENDING REVIEW									\$ -	\$ 21,530,927.00
30	10/24/17	Contractor		\$ (33,000.00)	\$ -	\$ 33,000.00	\$ -	\$ -	\$ -	\$ -	\$ 21,530,927.00
31	10/24/17	A&E		\$ 4,434.00	\$ -	\$ (4,434.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,530,927.00
32		A&E		\$ 6,816.00		\$ (6,816.00)					\$ 21,530,927.00
										\$ -	\$ 21,530,927.00
			10	\$ 19,112,716.00	\$ 313,045.00	\$ 162,755.00	\$ (579,578.00)	\$ 1,896,522.00	\$ 625,467.00	\$ 21,530,927.00	\$ 21,530,927.00

Commissioners Court - Regular Session

18.

Meeting Date: 11/14/2017

North Campus Facility P324 - Change Order 34

Submitted By: Gina Wrehsnig, Infrastructure

Department: Infrastructure

Division: Building Maintenance

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on accepting and approving a report on the Williamson County North Campus Project; Change Order #34 in the amount of \$5,273.00 for approval of additional structural and grating items at Building G sump pits, which was executed by Dwayne Gossett, Williamson County Facilities Project Manager, pursuant to the previous grant of authority under Section 262.031 of the Local Government Code. This change order is being funded out of the Construction Managers Contingency.

Background

On September 6, 2016, the Williamson County Commissioners Court granted Dwayne Gossett, Williamson County Facilities Project Manager, with general authority to approve change orders for the Agreement for Construction Services with J. T. Vaughn Construction, LLC in relation to the Williamson County North Campus Project for any increase in costs up to a total maximum amount of \$30,000.00 in accordance with Section 262.031 of the Local Government Code – Changes in Plans and Specifications. This report is being provided for purposes of notifying the court of such change order and to place it in the minutes of the Commissioners Court.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

[NCF Change Order 34](#)

[NCF CO34 Funds](#)

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Gina Wrehsnig

Final Approval Date: 11/08/2017

Reviewed By

Wendy Coco

Date

11/08/2017 02:41 PM

Started On: 11/08/2017 01:24 PM



3171 SE Inner Loop
Georgetown, TX
78626

T: (512) 663-7461
F: (512) 681-9752

October 16, 2017

Dwayne Gossett
Williamson County, Texas
3101 SE Inner Loop
Georgetown, TX 78620

Re: North Campus Facilities
Job No: 233901

Subj: Change Proposal No. 233901-0034

Dear Sir or Madam:

We respectfully submit our proposal for an increase to our contract in the amount of \$0 (zero) dollars to provide Procuring and Installing FRP Grating and Angle for Building g Sump Pits for the above referenced project.

Our price is valid for Ten (10) days

Please indicate your acceptance of this change proposal by signing and returning one copy of the attached Form B breakdown of our cost.

Very truly yours,
VAUGHN CONSTRUCTION

A handwritten signature in black ink, appearing to read "Doug Boram", written over a circular stamp or mark.

Doug Boram

Attachments: Form B

CC:

FORM B

PROJECT: North Campus Facilities

CHANGE PROPOSAL NO: 233901-0034

QUOTATION :

Item	Labor	Materials	Subs	Total
Provide Angle for Building g Sump Pits	\$0.00	\$0.00	\$3,170.00	\$3,170.00
Install of Grating and Angle	\$0.00	\$0.00	\$1,503.00	\$1,503.00
Hilti Anchor System for Angle Install	\$0.00	\$0.00	\$600.00	\$600.00
To Be Funded By CM Contingency	\$0.00	\$(5,273.00)	\$0.00	\$(5,273.00)

Totals	\$0.00	\$(5,273.00)	\$5,273.00	\$0.00
	Insurance, Tax, Benefits on Labor			\$0.00
	Overhead			\$0.00
	Fee on Subs			\$0.00
	Fee on JTV			\$0.00
	Bond			\$0.00
	Remodel Tax			\$0.00
	TOTAL			\$0.00

TIME EXTENSION TO CONTRACT: 0 Days

Submitted Date: 10/16/2017

Accepted

VAUGHN CONSTRUCTION

By: Devayne Jones

By: Doug Boram

Date 11-9-2017

Proposal Valid for 10 Days

Funds Tracking Log

Change Proposal No.	Change Type & No.	Time Extension (Days)		GMP Breakdown							GMP #2339.01	Total Updated Contract Amount
		Pending	Approved	Cost of Work	CM Contingency	Owner Contingency	General Conditions	Buyout Savings	Construction Phase Fee			
N/A	GMP	-	-	\$18,195,395	\$406,771	\$406,772	\$1,896,522		\$625,467	\$21,530,927	\$21,530,927	
1	OCO	0	0	\$3,659	\$0	(\$3,659)	\$0		\$0	\$0	\$21,530,927	
2	OCO	10	10	\$114,186	\$0	(\$114,186)	\$0		\$0	\$0	\$21,530,927	
3	OCO	0	0	\$1,727	\$0	(\$1,727)	\$0		\$0	\$0	\$21,530,927	
4	OCO	0	0	\$19,494	\$0	(\$19,494)	\$0		\$0	\$0	\$21,530,927	
5	OCO	0	0	\$19,676	(\$19,676)	\$0	\$0		\$0	\$0	\$21,530,927	
6	OCO	0	0	\$14,465	(\$14,465)	\$0	\$0		\$0	\$0	\$21,530,927	
7	OCO	0	0	\$2,237	\$0	(\$2,237)	\$0		\$0	\$0	\$21,530,927	
8	OCO	0	0	\$3,450	\$0	(\$3,450)	\$0		\$0	\$0	\$21,530,927	
9	OCO	0	0	\$832	\$0	(\$832)	\$0		\$0	\$0	\$21,530,927	
10	OCO	0	0	\$285	\$0	(\$285)	\$0		\$0	\$0	\$21,530,927	
11	OCO	0	0	\$22,415	\$0	(\$22,415)	\$0		\$0	\$0	\$21,530,927	
12	OCO	0	0	\$11,221	\$0	(\$11,221)	\$0		\$0	\$0	\$21,530,927	
13	OCO	0	0	(\$5,000)	\$0	\$5,000	\$0		\$0	\$0	\$21,530,927	
14	OCO	0	0	\$0	\$0	\$0	\$0		\$0	\$0	\$21,530,927	
15	OCO	0	0	\$79,584	\$0	(\$79,584)	\$0		\$0	\$0	\$21,530,927	
16	OCO	0	0	\$9,930	\$0	(\$9,930)	\$0		\$0	\$0	\$21,530,927	
17	OCO	0	0	\$0	\$0	\$0	\$0		\$0	\$0	\$21,530,927	
18	OCO	0	0	\$1,747	(\$1,747)	\$0	\$0		\$0	\$0	\$21,530,927	
19	OCO	0	0	(\$1,763)	\$0	\$0	\$1,763		\$0	\$0	\$21,530,927	
20	OCO	0	0	\$75,603	\$0	(\$75,675)	\$72		\$0	\$0	\$21,530,927	
21	OCO	0	0	\$10,364	(\$10,364)	\$0	\$0		\$0	\$0	\$21,530,927	
22	OCO	0	0	\$6,410	(\$6,461)	\$0	\$51		\$0	\$0	\$21,530,927	
23	OCO	0	0	\$15,825	(\$15,825)	\$0	\$0		\$0	\$0	\$21,530,927	
24	OCO	0	0	\$33,487	(\$33,906)	\$0	\$419		\$0	\$0	\$21,530,927	
25	OCO	0	0	\$8,854	(\$8,854)	\$0	\$0		\$0	\$0	\$21,530,927	
26	OCO	0	0	(\$106)	\$0	\$106	\$0		\$0	\$0	\$21,530,927	
27	OCO	0	0	\$2,940	\$0	(\$2,940)	\$0		\$0	\$0	\$21,530,927	
28	OCO	0	0	\$563	\$0	(\$563)	\$0		\$0	\$0	\$21,530,927	
29	OCO	0	0	\$3,647	(\$3,647)	\$0	\$0		\$0	\$0	\$21,530,927	
30	OCO	0	0	(\$30,000)	\$0	\$30,000	\$0		\$0	\$0	\$21,530,927	
31	OCO	0	0	\$4,434	\$0	(\$4,434)	\$0		\$0	\$0	\$21,530,927	
32	OCO	0	0	\$6,816	\$0	(\$6,816)	\$0		\$0	\$0	\$21,530,927	
33	OCO	0	0	\$6,780	(\$6,780)	\$0	\$0		\$0	\$0	\$21,530,927	
34	OCO	0	0	\$5,273	(\$5,273)	\$0	\$0		\$0	\$0	\$21,530,927	
Current Amounts		10	10	\$18,644,430	\$279,773	\$82,430	\$1,898,827		\$625,467	\$21,530,927	\$21,530,927	



REQUEST FOR CHANGE

RFC #	20	DATE	10/5/2017
JOB NAME	Williamson County		
JOB NUMBER	16-1106		
BRIEF DESCRIPTION	Building G Sump Pit Angles		
PHONE FAX	DATE OF WORK	10/5/2017	

DESCRIPTION OF WORK:

Furnish only angles for sump pits in Building G per Vaughn email request 10-4-17. 5/8" holes on one leg of the L 3x3x1/4 spaced at 2' and one each end 3" from end.

MATERIAL	QTY	U/M	RATE	AMOUNT	EQUIPMENT/CONSUMABLES	QTY	RATE	AMOUNT	
L3x3x1/4	12	EA	\$ 165.00	\$ 1,980.00	-		\$ -	\$ -	
Galvanizing	1	EA	\$ 375.00	\$ 375.00	-		\$ -	\$ -	
			\$ -	\$ -	-		\$ -	\$ -	
			\$ -	\$ -	-		\$ -	\$ -	
			\$ -	\$ -	-		\$ -	\$ -	
			\$ -	\$ -	-		\$ -	\$ -	
			\$ -	\$ -	-		\$ -	\$ -	
			\$ -	\$ -	-		\$ -	\$ -	
			\$ -	\$ -	-		\$ -	\$ -	
			\$ -	\$ -	-		\$ -	\$ -	
			\$ -	\$ -	-		\$ -	\$ -	
			\$ -	\$ -	-		\$ -	\$ -	
			\$ -	\$ -	-		\$ -	\$ -	
			\$ -	\$ -	-		\$ -	\$ -	
			\$ -	\$ -	-		\$ -	\$ -	
			\$ -	\$ -	-		\$ -	\$ -	
			\$ -	\$ -	-		\$ -	\$ -	
MATERIAL SUBTOTAL				\$ 2,355.00	EQUIPMENT/CONSUMABLES SUBTOTAL				\$ -
SHOP LABOR	HRS	RATE	AMOUNT	FIELD LABOR/SUBCONTRACT	U/M	RATE	AMOUNT		
CNC Machining	2.0	\$ 114.73	\$ 229.46	-	0.0	\$ -	\$ -		
Delivery	1.0	\$ 250.00	\$ 250.00	-	0.0	\$ -	\$ -		
		\$ -	\$ -	-	0.0	\$ -	\$ -		
		\$ -	\$ -	-	0.0	\$ -	\$ -		
		\$ -	\$ -	-	0.0	\$ -	\$ -		
		\$ -	\$ -	-	0.0	\$ -	\$ -		
		\$ -	\$ -	-	0.0	\$ -	\$ -		
		\$ -	\$ -	-	0.0	\$ -	\$ -		
		\$ -	\$ -	-	0.0	\$ -	\$ -		
		\$ -	\$ -	-	0.0	\$ -	\$ -		
		\$ -	\$ -	-	0.0	\$ -	\$ -		
		\$ -	\$ -	-	0.0	\$ -	\$ -		
		\$ -	\$ -	-	0.0	\$ -	\$ -		
		\$ -	\$ -	-	0.0	\$ -	\$ -		
SHOP LABOR SUBTOTAL				\$ 479.46	FIELD LABOR/SUBCONTRACT SUBTOTAL				\$ -

TOTAL MATERIAL	\$ 2,355.00
TOTAL SHOP LABOR	\$ 479.46
TOTAL EQUIPMENT/CONSUMABLES	\$ -
TOTAL FIELD LABOR/SUBCONTRACT	\$ -
TAX (8.25% on taxable items)	
MARK-UP (10%)	\$ 283.45
Bond (1.66%)	\$ 51.76
TOTAL	\$ 3,170



Hilti Inc.
5400 South 122nd East Ave.
TULSA, OK 74146

Bill-To Address

VAUGHN CONSTRUCTION
10355 WESTPARK DR
HOUSTON TX 77042-5312

Delivery Address

VAUGHN CONSTRUCTION
3171 SE INNER LOOP
GEORGETOWN TX 78626-6317

Standard Order 518554805

Page 1(1)

Order Type:	Standard Order	Customer Number:	10752867
	10/04/2017	Purchase Order No.:	2339-01
Order Date:	10/04/2017	Your Reference:	
Our Contact:	Brian Comeau	Your Main Contact:	STEWART BAKER
		Your Main Contact Tel.:	713-243-8300

Item No.	Description	Ordered Quantity	Net Price/Unit	Net Value
385423	Anchor rod HAS-E 1/2" x 4-1/2"	12 ZPX of 10 EA = 120 EA	20.22 ZPX	242.61
2123401	Epoxy adh RE 500-V3 11.1oz/330ml	7 EA	24.84 EA	173.88
3498241	Manual dispenser HDM 500 + black cartr	1 EA	107.65 EA	107.65
2101993	Dispenser HDM 500 box	1 EA		
2007057	Black cartridge HIT-CB 500	1 EA		
Line Total				524.14
FREIGHT				30.00
Sales Tax				45.72
Final Total USD				599.86

Williamson County Facilities - Job Cost Tracking Log

Project: North Campus Project # P324

Change Order #: 34

Change Order No.	Court Agenda Date	Party of Initiation	Time Ext. (Days)	GMP Breakdown						GMP Total	Total Updated Contract Amount
				Cost of Work	CM Contingency	Owner Contingency	Buyout Savings (Current)	General Conditions	Construction Phase Fee		
Contract				\$ 18,195,395.00	\$ 406,771.00	\$ 406,772.00	\$ -	\$ 1,896,522.00	\$ 625,467.00	\$ 21,530,927.00	\$ 21,530,927.00
1	03/28/17		0	\$ 3,659.00	\$ -	\$ (3,659.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,530,927.00
2	03/28/17		10	\$ 114,186.00	\$ -	\$ (114,186.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,530,927.00
3	05/02/17		0	\$ 1,727.00	\$ -	\$ (1,727.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,530,927.00
4	05/02/17		0	\$ 19,494.00	\$ -	\$ (19,494.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,530,927.00
5	05/30/17		0	\$ 19,676.00	\$ (19,676.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,530,927.00
6	05/30/17		0	\$ 14,465.00	\$ (14,465.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,530,927.00
7	05/30/17		0	\$ 2,237.00	\$ -	\$ (2,237.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,530,927.00
8	05/30/17		0	\$ 3,450.00	\$ -	\$ (3,450.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,530,927.00
9	06/27/17		0	\$ 832.00	\$ -	\$ (832.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,530,927.00
10	06/27/17		0	\$ 285.00	\$ -	\$ (285.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,530,927.00
11	06/27/17		0	\$ 22,415.00	\$ -	\$ (22,415.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,530,927.00
12	06/27/17		0	\$ 11,221.00	\$ -	\$ (11,221.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,530,927.00
13	06/27/17		0	\$ (5,000.00)	\$ -	\$ 5,000.00	\$ -	\$ -	\$ -	\$ -	\$ 21,530,927.00
14	06/27/17		0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,530,927.00
15	06/27/17		0	\$ 79,584.00	\$ -	\$ (79,584.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,530,927.00
16	06/27/17		0	\$ 9,930.00	\$ -	\$ (9,930.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,530,927.00
17	09/12/17	A&E	0	\$ 2,450.00	\$ -	\$ -	\$ (2,450.00)	\$ -	\$ -	\$ -	\$ 21,530,927.00
18	09/12/17	A&E	0	\$ 1,747.00	\$ -	\$ (1,747.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,530,927.00
19	09/12/17	Owner	0	\$ 577,128.00	\$ -	\$ -	\$ (577,128.00)	\$ -	\$ -	\$ -	\$ 21,530,927.00
20	PENDING REVIEW									\$ -	\$ 21,530,927.00
21	10/03/17	A&E	0	\$ 10,364.00	\$ (10,364.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,530,927.00
22	10/03/17	A&E	0	\$ 6,461.00	\$ (6,461.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,530,927.00
23	PENDING REVIEW									\$ -	\$ 21,530,927.00
24	10/03/17	A&E	0	\$ 33,906.00	\$ (33,906.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,530,927.00
25	10/03/17	A&E	0	\$ 8,854.00	\$ (8,854.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,530,927.00
26	PENDING REVIEW									\$ -	\$ 21,530,927.00
27	PENDING REVIEW									\$ -	\$ 21,530,927.00
28	PENDING REVIEW									\$ -	\$ 21,530,927.00
29	PENDING REVIEW									\$ -	\$ 21,530,927.00
30	10/24/17	Contractor		\$ (33,000.00)	\$ -	\$ 33,000.00	\$ -	\$ -	\$ -	\$ -	\$ 21,530,927.00
31	10/24/17	A&E		\$ 4,434.00	\$ -	\$ (4,434.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,530,927.00
32		A&E		\$ 6,816.00		\$ (6,816.00)					\$ 21,530,927.00
33	PENDING REVIEW										\$ 21,530,927.00
34		Contractor		\$ 5,273.00		\$ (5,273.00)					\$ 21,530,927.00
										\$ -	\$ 21,530,927.00
			10	\$ 19,117,989.00	\$ 313,045.00	\$ 157,482.00	\$ (579,578.00)	\$ 1,896,522.00	\$ 625,467.00	\$ 21,530,927.00	\$ 21,530,927.00

Commissioners Court - Regular Session

19.

Meeting Date: 11/14/2017

Cedar Park Tax Office - Change Order 8

Submitted By: Gina Wrehsnig, Infrastructure

Department: Infrastructure

Division: Building Maintenance

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on accepting and approving a report on the Cedar Park Tax Office Remodel Project; Change Order # 8 in the amount of \$10,704.00 for approval of additional millwork, which was executed by Bob Lubecker, Williamson County Facilities Project Manager, pursuant to the previous grant of authority under Section 262.031 of the Local Government Code. This change order is being funded by the Owners Contingency.

Background

On August 15, 2017, the Williamson County Commissioners Court granted Bob Lubecker, Williamson County Facilities Project Manager, with general authority to approve change orders for the Agreement for Construction Services with Falkenberg Construction Co., Inc. in relation to the Williamson County Cedar Park Tax Office Remodel Project for any increase in costs up to a total maximum amount of \$30,000.00 in accordance with Section 262.031 of the Local Government Code – Changes in Plans and Specifications. This report is being provided for purposes of notifying the court of such change order and to place it in the minutes of the Commissioners Court.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

CPTO Change Order 8

CPTO CO8 Funds

Form Review

Inbox

County Judge Exec Asst.
Form Started By: Gina Wrehsnig
Final Approval Date: 11/08/2017

Reviewed By

Wendy Coco

Date

11/08/2017 04:44 PM
Started On: 11/08/2017 03:42 PM



Change Order Request

Job Name: Williamson Co, CP Tax Office Estimate No.:
 Address: 350 Discovery Dr. Ste. 101 Estimator: jc
 Cedar Park, TX Checked By: jc

COR8RZ

Date: 10/10/2017

Discription: Additional Millwork

CSI	DESCRIPTION	COMMENTS	QTY	UNIT	Labor		Material		Equipment		Subcontract		Total Cost
					MH \$	Ext \$	Unit \$	Ext \$	Unit \$	Ext \$	Unit \$	Ext \$	
1	GENERAL CONDITIONS					\$ 524.80		\$ -		\$ -		\$ -	\$ 524.80
	Payroll												\$ -
	Project Manager		4	HR	\$ 64.00	\$ 256.00		\$ -		\$ -		\$ -	\$ 256.00
	Superintendent	After Hours	4	HR	\$ 67.20	\$ 268.80		\$ -		\$ -		\$ -	\$ 268.80
2	SITework					\$ -		\$ -		\$ -		\$ -	\$ -
3	CONCRETE					\$ -		\$ -		\$ -		\$ -	\$ -
4	MANSONRY					\$ -		\$ -		\$ -		\$ -	\$ -
5	STEEL					\$ -		\$ -		\$ -		\$ -	\$ -
6	WOODS & PLASTICS					\$ -		\$ -		\$ -		\$ 4,707.42	\$ 4,707.42
	Millwork		1	LS		\$ -		\$ -		\$ -		\$ -	\$ -
	Demo Existing	After Hours	1	LS		\$ -		\$ -		\$ -	\$ 4,157.42	\$ 4,157.42	\$ 4,157.42
											\$ 550.00	\$ 550.00	\$ 550.00
7	THERMAL & MOISTURE PROTECTION					\$ -		\$ -		\$ -		\$ -	\$ -
8	DOORS & WINDOWS					\$ -		\$ -		\$ -		\$ -	\$ -
9	FINISHES					\$ -		\$ -		\$ -		\$ 875.00	\$ 875.00
	Paint & Patch		1	LS		\$ -		\$ -		\$ -		\$ -	\$ -
	Flooring		1	LS		\$ -		\$ -		\$ -	\$ 350.00	\$ 350.00	\$ 350.00
											\$ 525.00	\$ 525.00	\$ 525.00
10	SPECIALTIES					\$ -		\$ -		\$ -		\$ -	\$ -
11	EQUIPMENT					\$ -		\$ -		\$ -		\$ -	\$ -
12	FURNISHINGS					\$ -		\$ -		\$ -		\$ -	\$ -
13	SPECIAL CONSTRUCTION					\$ -		\$ -		\$ -		\$ -	\$ -
14	CONVEYING SYSTEMS					\$ -		\$ -		\$ -		\$ -	\$ -
15	MECHANICAL					\$ -		\$ -		\$ -		\$ 2,223.36	\$ 2,223.36
	Plumbing Tie-In	Incl (2) new sinks and faucets	1	LS		\$ -		\$ -		\$ -	\$ 2,223.36	\$ 2,223.36	\$ 2,223.36
	See attached proposed fixtures												
16	ELECTRICAL					\$ -		\$ -		\$ -		\$ 750.00	\$ 750.00
			1	LS		\$ -		\$ -		\$ -	\$ 750.00	\$ 750.00	\$ 750.00
Comments: Per Request											Subtotal	\$ 9,080.58	
Using Solid Surface: Wilsonart/ Beige Tempest/ 1530TM											With O&P	\$ 10,442.87	
No charge for this solid surface; additional charge for different color or type of c-top.											Bond	\$ 261.07	
NOTE: ADD \$1,860 should the end user prefer a solid surface color other than what's presented.											Other	\$ -	
											Grand Total	\$ 10,703.73	
											Change Order Amt:	\$10,704.00	

Ten Thousand Seven Hundred Four and 00 /100Dollars

Your acceptance of this Change Order shall constitute a modification to our Agreement and will be performed subject to all the same terms and conditions in our Agreement above, as fully as if the same were repeated in this acceptance.

FALKENBERG CONSTRUCTION COMPANY, INC.	Change Order:	ACCEPTED	DENIED
By: John Castro Project Manager	By:	Date:	10-25-17

Williamson County Facilities - Job Cost Tracking Log

Project: Cedar Park Tax Office # P452

Change Order #:

8

Change Order No.	Court Agenda Date	Party of Initiation	Time Ext. (Days)	Cost of Work	Owner Contingency	Total Updated Contract Amount
Contract				\$ 690,225.00	\$ 170,000.00	\$ 860,225.00
1	8/8/2017	Owner		\$ 2,385.00	\$ (2,385.00)	\$ 860,225.00
2		A&E		\$ 5,757.00	\$ (5,757.00)	\$ 860,225.00
3		Owner		\$ 9,142.00	\$ (9,142.00)	\$ 860,225.00
4		Contractor		\$ (7,596.00)	\$ 7,596.00	\$ 860,225.00
5	PENDING REVIEW					\$ 860,225.00
6		Contractor		\$ 6,372.00	\$ (6,372.00)	\$ 860,225.00
7		Contractor		\$ 6,785.00	\$ (6,785.00)	\$ 860,225.00
8		Owner		\$ 10,704.00	\$ (10,704.00)	\$ 860,225.00
9						\$ 860,225.00
10						\$ 860,225.00
11						\$ 860,225.00
12						\$ 860,225.00
13						\$ 860,225.00
14						\$ 860,225.00
15						\$ 860,225.00
16						\$ 860,225.00
17						\$ 860,225.00
18						\$ 860,225.00
19						\$ 860,225.00
20						\$ 860,225.00
21						\$ 860,225.00
22						\$ 860,225.00
23						\$ 860,225.00
24						\$ 860,225.00
25						\$ 860,225.00
26						\$ 860,225.00
27						\$ 860,225.00
28						\$ 860,225.00
29						\$ 860,225.00
30						\$ 860,225.00
						\$ 860,225.00
			0	\$ 723,774.00	\$ 136,451.00	\$ 860,225.00

Commissioners Court - Regular Session

20.

Meeting Date: 11/14/2017

Cedar Park Tax Office - Change Order 11

Submitted By: Gina Wrehsnig, Infrastructure

Department: Infrastructure

Division: Building Maintenance

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on accepting and approving a report on the Cedar Park Tax Office Remodel Project; Change Order # 11 in the amount of \$10,632.00 for approval of additional finish and electrical work, which was executed by Bob Lubecker, Williamson County Facilities Project Manager, pursuant to the previous grant of authority under Section 262.031 of the Local Government Code. This change order is being funded by the Owners Contingency.

Background

On August 15, 2017, the Williamson County Commissioners Court granted Bob Lubecker, Williamson County Facilities Project Manager, with general authority to approve change orders for the Agreement for Construction Services with Falkenberg Construction Co., Inc. in relation to the Williamson County Cedar Park Tax Office Remodel Project for any increase in costs up to a total maximum amount of \$30,000.00 in accordance with Section 262.031 of the Local Government Code – Changes in Plans and Specifications. This report is being provided for purposes of notifying the court of such change order and to place it in the minutes of the Commissioners Court.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

CPTO Change Order 11

CPTO CO11 Funds

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Gina Wrehsnig

Final Approval Date: 11/08/2017

Reviewed By

Wendy Coco

Date

11/08/2017 04:44 PM

Started On: 11/08/2017 03:43 PM



Change Order Request

Job Name: Williamson Co. CP Tax Office Estimate No.:
 Address: 350 Discovery Dr. Ste. 101 Estimator:
 Cedar Park, TX Checked By:

COR11

jc
 jc

Date:
 9/21/2017

Discription: Judge Area

CSI	DESCRIPTION	COMMENTS	QTY	UNIT	Labor		Material		Equipment		Subcontract		Total Cost
					MH \$	Ext \$	Unit \$	Ext \$	Unit \$	Ext \$	Unit \$	Ext \$	
1	GENERAL CONDITIONS					\$ 524.80		\$ -		\$ -		\$ -	\$ 524.80
	Payroll												\$ -
	Project Manager		4	HR	\$ 64.00	\$ 256.00		\$ -		\$ -		\$ -	\$ 256.00
	Superintendent	After Hours	4	HR	\$ 67.20	\$ 268.80		\$ -		\$ -		\$ -	\$ 268.80
2	SITework					\$ -		\$ -		\$ -		\$ -	\$ -
3	CONCRETE					\$ -		\$ -		\$ -		\$ -	\$ -
4	MANSONRY					\$ -		\$ -		\$ -		\$ -	\$ -
5	STEEL					\$ -		\$ -		\$ -		\$ -	\$ -
6	WOODS & PLASTICS					\$ -		\$ -		\$ -		\$ -	\$ -
7	THERMAL & MOISTURE PROTECTION					\$ -		\$ -		\$ -		\$ -	\$ -
8	DOORS & WINDOWS					\$ -		\$ -		\$ -		\$ -	\$ -
9	FINISHES					\$ -		\$ -		\$ -		\$ 6,595.00	\$ 6,595.00
	Demo Wall		1	LS	\$ -	\$ -		\$ -		\$ -	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00
	Ceiling Rework		1	LS	\$ -	\$ -		\$ -		\$ -	\$ 560.00	\$ 560.00	\$ 560.00
	Build Header		1	LS	\$ -	\$ -		\$ -		\$ -	\$ 2,850.00	\$ 2,850.00	\$ 2,850.00
	Paint & Patch		1	LS	\$ -	\$ -		\$ -		\$ -	\$ 960.00	\$ 960.00	\$ 960.00
	Dust Partition		1	LS	\$ -	\$ -		\$ -		\$ -	\$ 500.00	\$ 500.00	\$ 500.00
	Floor Patch		1	LS	\$ -	\$ -		\$ -		\$ -	\$ 525.00	\$ 525.00	\$ 525.00
10	SPECIALTIES					\$ -		\$ -		\$ -		\$ -	\$ -
11	EQUIPMENT					\$ -		\$ -		\$ -		\$ -	\$ -
12	FURNISHINGS					\$ -		\$ -		\$ -		\$ -	\$ -
13	SPECIAL CONSTRUCTION					\$ -		\$ -		\$ -		\$ -	\$ -
14	CONVEYING SYSTEMS					\$ -		\$ -		\$ -		\$ -	\$ -
15	MECHANICAL					\$ -		\$ -		\$ -		\$ -	\$ -
16	ELECTRICAL					\$ -		\$ -		\$ -		\$ 1,900.00	\$ 1,900.00
	Data Drops	Links	1	LS		\$ -		\$ -		\$ -	\$ 500.00	\$ 500.00	\$ 500.00
	Remove 3 drops; add 4 new ones		1	LS		\$ -		\$ -		\$ -	\$ 1,400.00	\$ 1,400.00	\$ 1,400.00
Comments: Per Request											Subtotal	\$ 9,019.80	
NOTE:											With O&P	\$ 10,372.77	
											Bond	\$ 259.32	
											Other	\$ -	
											Grand Total	\$ 10,632.09	
											Change Order Amt:	\$10,632.00	

Ten Thousand Six Hundred Thirty Two and 00/100Dollars

Your acceptance of this Change Order shall constitute a modification to our Agreement and will be performed subject to all the same terms and conditions in our Agreement above, as fully as if the same were repeated in this acceptance.

FALKENBERG CONSTRUCTION COMPANY, INC.		Change Order: ACCEPTED		DENIED	
By: John Castro		By:	Date: 10-4-17		
Project Manager					

Williamson County Facilities - Job Cost Tracking Log

Project: Cedar Park Tax Office # P452

Change Order #:

11

Change Order No.	Court Agenda Date	Party of Initiation	Time Ext. (Days)	Cost of Work	Owner Contingency	Total Updated Contract Amount
Contract				\$ 690,225.00	\$ 170,000.00	\$ 860,225.00
1	8/8/2017	Owner		\$ 2,385.00	\$ (2,385.00)	\$ 860,225.00
2		A&E		\$ 5,757.00	\$ (5,757.00)	\$ 860,225.00
3		Owner		\$ 9,142.00	\$ (9,142.00)	\$ 860,225.00
4		Contractor		\$ (7,596.00)	\$ 7,596.00	\$ 860,225.00
5	PENDING REVIEW					\$ 860,225.00
6		Contractor		\$ 6,372.00	\$ (6,372.00)	\$ 860,225.00
7		Contractor		\$ 6,785.00	\$ (6,785.00)	\$ 860,225.00
8	PENDING REVIEW					\$ 860,225.00
9	PENDING REVIEW					\$ 860,225.00
10		Owner		\$ 1,186.00	\$ (1,186.00)	\$ 860,225.00
11		Owner		\$ 10,632.00	\$ (10,632.00)	\$ 860,225.00
12						\$ 860,225.00
13						\$ 860,225.00
14						\$ 860,225.00
15						\$ 860,225.00
16						\$ 860,225.00
17						\$ 860,225.00
18						\$ 860,225.00
19						\$ 860,225.00
20						\$ 860,225.00
21						\$ 860,225.00
22						\$ 860,225.00
23						\$ 860,225.00
24						\$ 860,225.00
25						\$ 860,225.00
26						\$ 860,225.00
27						\$ 860,225.00
28						\$ 860,225.00
29						\$ 860,225.00
30						\$ 860,225.00
						\$ 860,225.00
			0	\$ 724,888.00	\$ 135,337.00	\$ 860,225.00

Commissioners Court - Regular Session

21.

Meeting Date: 11/14/2017

Cedar Park Tax Office - Change Order 12

Submitted By: Gina Wrehsnig, Infrastructure

Department: Infrastructure

Division: Building Maintenance

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on accepting and approving a report on the Cedar Park Tax Office Remodel Project; Change Order # 12 in the amount of \$11,896.00 for approval of additional IT Cabling and Video scopes of work, which was executed by Bob Lubecker, Williamson County Facilities Project Manager, pursuant to the previous grant of authority under Section 262.031 of the Local Government Code. This change order is being funded by the Owners Contingency.

Background

On August 15, 2017, the Williamson County Commissioners Court granted Bob Lubecker, Williamson County Facilities Project Manager, with general authority to approve change orders for the Agreement for Construction Services with Falkenberg Construction Co., Inc. in relation to the Williamson County Cedar Park Tax Office Remodel Project for any increase in costs up to a total maximum amount of \$30,000.00 in accordance with Section 262.031 of the Local Government Code – Changes in Plans and Specifications. This report is being provided for purposes of notifying the court of such change order and to place it in the minutes of the Commissioners Court.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

CPTO Change Order 12

CPTO CO12 Funds

Form Review

Inbox

County Judge Exec Asst.
Form Started By: Gina Wrehsnig
Final Approval Date: 11/08/2017

Reviewed By

Wendy Coco

Date

11/08/2017 04:44 PM
Started On: 11/08/2017 03:44 PM



Change Order Request

Job Name: Williamson Co. CP Tax Office Estimate No.:
 Address: 350 Discovery Dr. Ste. 101 Estimator:
 Cedar Park, TX Checked By:

COR12R1
 jc
 jc

Date:
 10/10/2017

Discription: IT & Video

CSI	DESCRIPTION	COMMENTS	QTY	UNIT	Labor		Material		Equipment		Subcontract		Total Cost
					MH \$	Ext \$	Unit \$	Ext \$	Unit \$	Ext \$	Unit \$	Ext \$	
1	GENERAL CONDITIONS					\$ 524.80		\$ -		\$ -		\$ -	\$ 524.80
	Payroll												\$ -
	Project Manager		4	HR	\$ 64.00	\$ 256.00	\$ -		\$ -		\$ -		\$ 256.00
	Superintendent		6	HR	\$ 44.80	\$ 268.80	\$ -		\$ -		\$ -		\$ 268.80
2	SITWORK					\$ -		\$ -		\$ -		\$ -	\$ -
3	CONCRETE					\$ -		\$ -		\$ -		\$ -	\$ -
4	MANSONRY					\$ -		\$ -		\$ -		\$ -	\$ -
5	STEEL					\$ -		\$ -		\$ -		\$ -	\$ -
6	WOODS & PLASTICS					\$ -		\$ -		\$ -		\$ -	\$ -
7	THERMAL & MOISTURE PROTECTION					\$ -		\$ -		\$ -		\$ -	\$ -
8	DOORS & WNDOWS					\$ -		\$ -		\$ -		\$ -	\$ -
9	FINISHES					\$ -		\$ -		\$ -		\$ -	\$ -
10	SPECIALTIES					\$ -		\$ -		\$ -		\$ -	\$ -
11	EQUIPMENT					\$ -		\$ -		\$ -		\$ -	\$ -
12	FURNISHINGS					\$ -		\$ -		\$ -		\$ -	\$ -
13	SPECIAL CONSTRUCTION					\$ -		\$ -		\$ -		\$ -	\$ -
14	CONVEYING SYSTEMS					\$ -		\$ -		\$ -		\$ -	\$ -
15	MECHANICAL					\$ -		\$ -		\$ -		\$ -	\$ -
16	ELECTRICAL					\$ -		\$ -		\$ -		\$ 9,567.00	\$ 9,567.00
	Links IT		1	LS							\$ 7,742.00	\$ 7,742.00	\$ 7,742.00
	Cameras		1	LS							\$ 2,025.00	\$ 2,025.00	\$ 2,025.00
	Electrical for Monitors		1	LS							\$ 1,600.00	\$ 1,600.00	\$ 1,600.00
	IT Credit		1	LS							\$ (1,800.00)	\$ (1,800.00)	\$ (1,800.00)
Comments: IT Scope was outside of bid assumptions and no IT specs were provided during bidding. We procured services of Links Communications to complete required IT scope. A credit is given for what was included. Electrical work is for additional data & electrical drops required for monitors. Per owner request, we will pull wire for Knight Security as well.												Subtotal	\$ 10,091.80
NOTE: The deduct is a credit for our budgeted IT cost of \$2,000 less \$200 for misc. work conducted by Links to conduct a site assessment.												With O&P	\$ 11,605.57
												Bond	\$ 290.14
												Other	\$ -
												Grand Total	\$ 11,895.71
												Change Order Amt:	\$11,896.00

Eleven Thousand Eight Hundred Ninty Six and 00/100Dollars

Your acceptance of this Change Order shall constitute a modification to our Agreement and will be performed subject to all the same terms and conditions in our Agreement above, as fully as if the same were repeated in this acceptance.

FALKENBERG CONSTRUCTION COMPANY, INC.	Change Order: ACCEPTED DENIED
By: John Castro Project Manager	By: Date: 10/11/17

Williamson County Facilities - Job Cost Tracking Log

Project: Cedar Park Tax Office # P452

Change Order #:

12

Change Order No.	Court Agenda Date	Party of Initiation	Time Ext. (Days)	Cost of Work	Owner Contingency	Total Updated Contract Amount
Contract				\$ 690,225.00	\$ 170,000.00	\$ 860,225.00
1	8/8/2017	Owner		\$ 2,385.00	\$ (2,385.00)	\$ 860,225.00
2		A&E		\$ 5,757.00	\$ (5,757.00)	\$ 860,225.00
3		Owner		\$ 9,142.00	\$ (9,142.00)	\$ 860,225.00
4		Contractor		\$ (7,596.00)	\$ 7,596.00	\$ 860,225.00
5	PENDING REVIEW					\$ 860,225.00
6		Contractor		\$ 6,372.00	\$ (6,372.00)	\$ 860,225.00
7		Contractor		\$ 6,785.00	\$ (6,785.00)	\$ 860,225.00
8	PENDING REVIEW					\$ 860,225.00
9	PENDING REVIEW					\$ 860,225.00
10		Owner		\$ 1,186.00	\$ (1,186.00)	\$ 860,225.00
11		Owner		\$ 10,632.00	\$ (10,632.00)	\$ 860,225.00
12		Contractor		\$ 11,896.00	\$ (11,896.00)	\$ 860,225.00
13						\$ 860,225.00
14						\$ 860,225.00
15						\$ 860,225.00
16						\$ 860,225.00
17						\$ 860,225.00
18						\$ 860,225.00
19						\$ 860,225.00
20						\$ 860,225.00
21						\$ 860,225.00
22						\$ 860,225.00
23						\$ 860,225.00
24						\$ 860,225.00
25						\$ 860,225.00
26						\$ 860,225.00
27						\$ 860,225.00
28						\$ 860,225.00
29						\$ 860,225.00
30						\$ 860,225.00
						\$ 860,225.00
			0	\$ 736,784.00	\$ 123,441.00	\$ 860,225.00

Commissioners Court - Regular Session

22.

Meeting Date: 11/14/2017

Cedar Park Tax Office - Change Order 13

Submitted By: Gina Wrehsnig, Infrastructure

Department: Infrastructure

Division: Building Maintenance

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on accepting and approving a report on the Cedar Park Tax Office Remodel Project; Change Order # 13 in the amount of \$3,725.00 for approval of countertop material changes to match original specification at other areas, which was executed by Bob Lubecker, Williamson County Facilities Project Manager, pursuant to the previous grant of authority under Section 262.031 of the Local Government Code. This change order is being funded by the Owners Contingency.

Background

On August 15, 2017, the Williamson County Commissioners Court granted Bob Lubecker, Williamson County Facilities Project Manager, with general authority to approve change orders for the Agreement for Construction Services with Falkenberg Construction Co., Inc. in relation to the Williamson County Cedar Park Tax Office Remodel Project for any increase in costs up to a total maximum amount of \$30,000.00 in accordance with Section 262.031 of the Local Government Code – Changes in Plans and Specifications. This report is being provided for purposes of notifying the court of such change order and to place it in the minutes of the Commissioners Court.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

CPTO Change Order 13

CPTO CO13 Funds

Form Review

Inbox

County Judge Exec Asst.
Form Started By: Gina Wrehsnig
Final Approval Date: 11/08/2017

Reviewed By

Wendy Coco

Date

11/08/2017 04:44 PM
Started On: 11/08/2017 03:45 PM



Change Order Request

Job Name: Williamson Co. CP Tax Office Estimate No.:
 Address: 350 Discovery Dr. Ste. 101 Estimator:
Cedar Park, TX Checked By:

COR13R2

jc
jc

Date:
 10/10/2017

Discription: **Solid Surface Countertops**

CSI	DESCRIPTION	COMMENTS	QTY	UNIT	Labor		Material		Equipment		Subcontract		Total Cost
					MH \$	Ext \$	Unit \$	Ext \$	Unit \$	Ext \$	Unit \$	Ext \$	
1	GENERAL CONDITIONS					\$ 256.00		\$ -		\$ -			\$ 256.00
	Payroll												\$ -
	Project Manager		4	HR	\$ 64.00	\$ 256.00		\$ -		\$ -			\$ 256.00
	Superintendent			HR	\$ 44.80			\$ -		\$ -			\$ -
2	SITWORK					\$ -		\$ -		\$ -			\$ -
3	CONCRETE					\$ -		\$ -		\$ -			\$ -
4	MANSONRY					\$ -		\$ -		\$ -			\$ -
5	STEEL					\$ -		\$ -		\$ -			\$ -
6	WOODS & PLASTICS					\$ -		\$ -		\$ -		\$ 2,904.00	\$ 2,904.00
	Solid Surface Countertops in lieu of P-Lam		1	LS		\$ -		\$ -		\$ -		\$ -	\$ -
	P-Lam Credit		1	LS		\$ -		\$ -		\$ -	\$ 4,664.00	\$ 4,664.00	\$ 4,664.00
7	THERMAL & MOISTURE PROTECTION					\$ -		\$ -		\$ -	\$ (1,760.00)	\$ (1,760.00)	\$ (1,760.00)
8	DOORS & WINDOWS					\$ -		\$ -		\$ -			\$ -
9	FINISHES					\$ -		\$ -		\$ -			\$ -
10	SPECIALTIES					\$ -		\$ -		\$ -			\$ -
11	EQUIPMENT					\$ -		\$ -		\$ -			\$ -
12	FURNISHINGS					\$ -		\$ -		\$ -			\$ -
13	SPECIAL CONSTRUCTION					\$ -		\$ -		\$ -			\$ -
14	CONVEYING SYSTEMS					\$ -		\$ -		\$ -			\$ -
15	MECHANICAL					\$ -		\$ -		\$ -			\$ -
16	ELECTRICAL					\$ -		\$ -		\$ -			\$ -
						\$ -		\$ -		\$ -			\$ -
Comments: Per Request; Solid Surface not in original contract. Per email dated 9/21/17 from MODE Design. Revised to reflect actual quantity.											Subtotal	\$ 3,160.00	
NOTE:											With O&P	\$ 3,634.00	
											Bond	\$ 90.85	
											Other	\$ -	
											Grand Total	\$ 3,724.85	
											Change Order Amt:	\$ 3,725.00	

Three Thousand Seven Hundred Twenty Five and 00/100Dollars

Your acceptance of this Change Order shall constitute a modification to our Agreement and will be performed subject to all the same terms and conditions in our Agreement above, as fully as if the same were repeated in this acceptance.

FALKENBERG CONSTRUCTION COMPANY, INC.	Change Order: ACCEPTED	DENIED
By: John Castro Project Manager	By:	Date: 10/11/17

Williamson County Facilities - Job Cost Tracking Log

Project: Cedar Park Tax Office # P452

Change Order #:

13

Change Order No.	Court Agenda Date	Party of Initiation	Time Ext. (Days)	Cost of Work	Owner Contingency	Total Updated Contract Amount
Contract				\$ 690,225.00	\$ 170,000.00	\$ 860,225.00
1	8/8/2017	Owner		\$ 2,385.00	\$ (2,385.00)	\$ 860,225.00
2		A&E		\$ 5,757.00	\$ (5,757.00)	\$ 860,225.00
3		Owner		\$ 9,142.00	\$ (9,142.00)	\$ 860,225.00
4		Contractor		\$ (7,596.00)	\$ 7,596.00	\$ 860,225.00
5	PENDING REVIEW					\$ 860,225.00
6		Contractor		\$ 6,372.00	\$ (6,372.00)	\$ 860,225.00
7		Contractor		\$ 6,785.00	\$ (6,785.00)	\$ 860,225.00
8	PENDING REVIEW					\$ 860,225.00
9	PENDING REVIEW					\$ 860,225.00
10		Owner		\$ 1,186.00	\$ (1,186.00)	\$ 860,225.00
11		Owner		\$ 10,632.00	\$ (10,632.00)	\$ 860,225.00
12		Contractor		\$ 11,896.00	\$ (11,896.00)	\$ 860,225.00
13		A&E		\$ 3,725.00	\$ (3,725.00)	\$ 860,225.00
14						\$ 860,225.00
15						\$ 860,225.00
16						\$ 860,225.00
17						\$ 860,225.00
18						\$ 860,225.00
19						\$ 860,225.00
20						\$ 860,225.00
21						\$ 860,225.00
22						\$ 860,225.00
23						\$ 860,225.00
24						\$ 860,225.00
25						\$ 860,225.00
26						\$ 860,225.00
27						\$ 860,225.00
28						\$ 860,225.00
29						\$ 860,225.00
30						\$ 860,225.00
						\$ 860,225.00
			0	\$ 740,509.00	\$ 119,716.00	\$ 860,225.00

Commissioners Court - Regular Session

23.

Meeting Date: 11/14/2017

Cedar Park Tax Office - Change Order 14

Submitted By: Gina Wrehsnig, Infrastructure

Department: Infrastructure

Division: Building Maintenance

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on accepting and approving a report on the Cedar Park Tax Office Remodel Project; Change Order # 14 in the amount of \$3,280.00 for approval of adding corner guards at outside drywall corners, which was executed by Bob Lubecker, Williamson County Facilities Project Manager, pursuant to the previous grant of authority under Section 262.031 of the Local Government Code. This change order is being funded by the Owners Contingency.

Background

On August 15, 2017, the Williamson County Commissioners Court granted Bob Lubecker, Williamson County Facilities Project Manager, with general authority to approve change orders for the Agreement for Construction Services with Falkenberg Construction Co., Inc. in relation to the Williamson County Cedar Park Tax Office Remodel Project for any increase in costs up to a total maximum amount of \$30,000.00 in accordance with Section 262.031 of the Local Government Code – Changes in Plans and Specifications. This report is being provided for purposes of notifying the court of such change order and to place it in the minutes of the Commissioners Court.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

CPTO Change Order 14

CPTO CO14 Funds

Form Review

Inbox

County Judge Exec Asst.
Form Started By: Gina Wrehsnig
Final Approval Date: 11/08/2017

Reviewed By

Wendy Coco

Date

11/08/2017 04:44 PM
Started On: 11/08/2017 03:46 PM



Change Order Request

Job Name: Williamson Co. CP Tax Office Estimate No.:
 Address: 350 Discovery Dr. Ste. 101 Estimator:
Cedar Park, TX Checked By:

COR 14R1

jc
jc

Date:
 10/10/2017

Discription: **Corner Guards**

CSI	DESCRIPTION	COMMENTS	QTY	UNIT	Labor		Material		Equipment		Subcontract		Total Cost
					MH \$	Ext \$	Unit \$	Ext \$	Unit \$	Ext \$	Unit \$	Ext \$	
1	GENERAL CONDITIONS					\$ 256.00		\$ -		\$ -		\$ -	\$ 256.00
	Payroll												\$ -
	Project Manager		4	HR	\$ 64.00	\$ 256.00		\$ -		\$ -		\$ -	\$ 256.00
	Superintendent			HR	\$ 44.80			\$ -		\$ -		\$ -	\$ -
2	SITWORK					\$ -		\$ -		\$ -		\$ -	\$ -
3	CONCRETE					\$ -		\$ -		\$ -		\$ -	\$ -
4	MANSONRY					\$ -		\$ -		\$ -		\$ -	\$ -
5	STEEL					\$ -		\$ -		\$ -		\$ -	\$ -
6	WOODS & PLASTICS					\$ -		\$ -		\$ -		\$ -	\$ -
7	THERMAL & MOISTURE PROTECTION					\$ -		\$ -		\$ -		\$ -	\$ -
8	DOORS & WNDOWS					\$ -		\$ -		\$ -		\$ -	\$ -
9	FINISHES					\$ -		\$ -		\$ -		\$ -	\$ -
10	SPECIALTIES					\$ 630.00		\$ 1,896.44		\$ -		\$ -	\$ 2,526.44
	Corner Guards					\$ -		\$ -		\$ -		\$ -	\$ -
	24"		18	EA	\$ 15.00	\$ 270.00	\$ 37.35	\$ 672.23		\$ -		\$ -	\$ 942.23
	40"		21	EA	\$ 15.00	\$ 315.00	\$ 50.29	\$ 1,056.15		\$ -		\$ -	\$ 1,371.15
	48"		3	EA	\$ 15.00	\$ 45.00	\$ 56.02	\$ 168.06		\$ -		\$ -	\$ 213.06
11	EQUIPMENT					\$ -		\$ -		\$ -		\$ -	\$ -
12	FURNISHINGS					\$ -		\$ -		\$ -		\$ -	\$ -
13	SPECIAL CONSTRUCTION					\$ -		\$ -		\$ -		\$ -	\$ -
14	CONVEYING SYSTEMS					\$ -		\$ -		\$ -		\$ -	\$ -
15	MECHANICAL					\$ -		\$ -		\$ -		\$ -	\$ -
16	ELECTRICAL					\$ -		\$ -		\$ -		\$ -	\$ -
						\$ -		\$ -		\$ -		\$ -	\$ -
Comments: Per RFI #26 Response											Subtotal	\$ 2,782.44	
Quoted with countersunk, pre-drilled holes. Stainless Steel finish											With O&P	\$ 3,199.81	
NOTE:											Bond	\$ 80.00	
											Other	\$ -	
											Grand Total	\$ 3,279.80	
											Change Order Amt:	\$ 3,280.00	
Three Thousand Two Hundred Eighty and 00/100											Dollars		

Your acceptance of this Change Order shall constitute a modification to our Agreement and will be performed subject to all the same terms and conditions in our Agreement above, as fully as if the same were repeated in this acceptance.

FALKENBERG CONSTRUCTION COMPANY, INC.		Change Order:	ACCEPTED	DENIED
By: John Castro Project Manager		By:	Date: 10/11/17	

Williamson County Facilities - Job Cost Tracking Log

Project: Cedar Park Tax Office # P452

Change Order #:

14

Change Order No.	Court Agenda Date	Party of Initiation	Time Ext. (Days)	Cost of Work	Owner Contingency	Total Updated Contract Amount
Contract				\$ 690,225.00	\$ 170,000.00	\$ 860,225.00
1	8/8/2017	Owner		\$ 2,385.00	\$ (2,385.00)	\$ 860,225.00
2		A&E		\$ 5,757.00	\$ (5,757.00)	\$ 860,225.00
3		Owner		\$ 9,142.00	\$ (9,142.00)	\$ 860,225.00
4		Contractor		\$ (7,596.00)	\$ 7,596.00	\$ 860,225.00
5	PENDING REVIEW					\$ 860,225.00
6		Contractor		\$ 6,372.00	\$ (6,372.00)	\$ 860,225.00
7		Contractor		\$ 6,785.00	\$ (6,785.00)	\$ 860,225.00
8	PENDING REVIEW					\$ 860,225.00
9	PENDING REVIEW					\$ 860,225.00
10		Owner		\$ 1,186.00	\$ (1,186.00)	\$ 860,225.00
11		Owner		\$ 10,632.00	\$ (10,632.00)	\$ 860,225.00
12		Contractor		\$ 11,896.00	\$ (11,896.00)	\$ 860,225.00
13		A&E		\$ 3,725.00	\$ (3,725.00)	\$ 860,225.00
14		Contractor		\$ 3,280.00	\$ (3,280.00)	\$ 860,225.00
15						\$ 860,225.00
16						\$ 860,225.00
17						\$ 860,225.00
18						\$ 860,225.00
19						\$ 860,225.00
20						\$ 860,225.00
21						\$ 860,225.00
22						\$ 860,225.00
23						\$ 860,225.00
24						\$ 860,225.00
25						\$ 860,225.00
26						\$ 860,225.00
27						\$ 860,225.00
28						\$ 860,225.00
29						\$ 860,225.00
30						\$ 860,225.00
						\$ 860,225.00
			0	\$ 743,789.00	\$ 116,436.00	\$ 860,225.00

Commissioners Court - Regular Session

24.

Meeting Date: 11/14/2017

Cedar Park Tax Office - Change Order 15

Submitted By: Gina Wrehsnig, Infrastructure

Department: Infrastructure

Division: Building Maintenance

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on accepting and approving a report on the Cedar Park Tax Office Remodel Project; Change Order # 15 in the amount of \$1,598.00 for approval of additional parking lot striping, which was executed by Bob Lubecker, Williamson County Facilities Project Manager, pursuant to the previous grant of authority under Section 262.031 of the Local Government Code. This change order is being funded by the Owners Contingency.

Background

On August 15, 2017, the Williamson County Commissioners Court granted Bob Lubecker, Williamson County Facilities Project Manager, with general authority to approve change orders for the Agreement for Construction Services with Falkenberg Construction Co., Inc. in relation to the Williamson County Cedar Park Tax Office Remodel Project for any increase in costs up to a total maximum amount of \$30,000.00 in accordance with Section 262.031 of the Local Government Code – Changes in Plans and Specifications. This report is being provided for purposes of notifying the court of such change order and to place it in the minutes of the Commissioners Court.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

CPTO Change Order 15

CPTO CO15 Funds

Form Review

Inbox

County Judge Exec Asst.
Form Started By: Gina Wrehsnig
Final Approval Date: 11/08/2017

Reviewed By

Wendy Coco

Date

11/08/2017 04:44 PM
Started On: 11/08/2017 03:47 PM



Change Order Request

Job Name: Williamson Co, CP Tax Office Estimate No.:
 Address: 350 Discovery Dr. Ste. 101 Estimator: jc
 Cedar Park, TX Checked By: jc

COR 15

Date: 10/10/2017

Discription: Exterior Striping

CSI	DESCRIPTION	COMMENTS	QTY	UNIT	Labor		Material		Equipment		Subcontract		Total Cost
					MH \$	Ext \$	Unit \$	Ext \$	Unit \$	Ext \$	Unit \$	Ext \$	
1	GENERAL CONDITIONS					\$ 256.00		\$ -		\$ -		\$ -	\$ 256.00
	Payroll												
	Project Manager		4	HR	\$ 64.00	\$ 256.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 256.00
	Superintendent			HR	\$ 44.80	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2	SITWORK					\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,100.00	\$ -	\$ 1,100.00
	ADA Striping Credit		1	LS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (400.00)	\$ (400.00)	\$ (400.00)
	Crosswalk		1	LS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,050.00	\$ 1,050.00	\$ 1,050.00
	Sign		1	EA	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 450.00	\$ 450.00	\$ 450.00
3	CONCRETE					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4	MANSONRY					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5	STEEL					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6	WOODS & PLASTICS					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7	THERMAL & MOISTURE PROTECTION					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8	DOORS & WINDOWS					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9	FINISHES					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10	SPECIALTIES					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11	EQUIPMENT					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12	FURNISHINGS					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13	SPECIAL CONSTRUCTION					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
14	CONVEYING SYSTEMS					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
15	MECHANICAL					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
16	ELECTRICAL					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Comments: Per ASI #6										Subtotal		\$ 1,356.00	
NOTE:										With O&P		\$ 1,559.40	
										Bond		\$ 38.99	
										Other		\$ -	
										Grand Total		\$ 1,598.39	
										Change Order Amt:		\$ 1,598.00	

One Thousand Five Hundred Ninty Eight and 00/100Dollars

Your acceptance of this Change Order shall constitute a modification to our Agreement and will be performed subject to all the same terms and conditions in our Agreement above, as fully as if the same were repeated in this acceptance.

FALKENBERG CONSTRUCTION COMPANY, INC.	Change Order:	ACCEPTED	DENIED
By: John Castro Project Manager	By:	10/11/17	

Williamson County Facilities - Job Cost Tracking Log

Project: Cedar Park Tax Office # P452

Change Order #:

15

Change Order No.	Court Agenda Date	Party of Initiation	Time Ext. (Days)	Cost of Work	Owner Contingency	Total Updated Contract Amount
Contract				\$ 690,225.00	\$ 170,000.00	\$ 860,225.00
1	8/8/2017	Owner		\$ 2,385.00	\$ (2,385.00)	\$ 860,225.00
2		A&E		\$ 5,757.00	\$ (5,757.00)	\$ 860,225.00
3		Owner		\$ 9,142.00	\$ (9,142.00)	\$ 860,225.00
4		Contractor		\$ (7,596.00)	\$ 7,596.00	\$ 860,225.00
5	PENDING REVIEW					\$ 860,225.00
6		Contractor		\$ 6,372.00	\$ (6,372.00)	\$ 860,225.00
7		Contractor		\$ 6,785.00	\$ (6,785.00)	\$ 860,225.00
8	PENDING REVIEW					\$ 860,225.00
9	PENDING REVIEW					\$ 860,225.00
10		Owner		\$ 1,186.00	\$ (1,186.00)	\$ 860,225.00
11		Owner		\$ 10,632.00	\$ (10,632.00)	\$ 860,225.00
12		Contractor		\$ 11,896.00	\$ (11,896.00)	\$ 860,225.00
13		A&E		\$ 3,725.00	\$ (3,725.00)	\$ 860,225.00
14		Contractor		\$ 3,280.00	\$ (3,280.00)	\$ 860,225.00
15		Owner		\$ 1,598.00	\$ (1,598.00)	\$ 860,225.00
16						\$ 860,225.00
17						\$ 860,225.00
18						\$ 860,225.00
19						\$ 860,225.00
20						\$ 860,225.00
21						\$ 860,225.00
22						\$ 860,225.00
23						\$ 860,225.00
24						\$ 860,225.00
25						\$ 860,225.00
26						\$ 860,225.00
27						\$ 860,225.00
28						\$ 860,225.00
29						\$ 860,225.00
30						\$ 860,225.00
						\$ 860,225.00
			0	\$ 745,387.00	\$ 114,838.00	\$ 860,225.00

Commissioners Court - Regular Session

25.

Meeting Date: 11/14/2017

WCCHD Remodel P322; Change Order #5

Submitted By: Gina Wrehsnig, Infrastructure

Department: Infrastructure

Division: Building Maintenance

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on accepting and approving a report on the Texas Avenue Remodel Project; Change Order # 5 in the amount of \$1,071.25 for approval of additional data cabling and outlets due to Architects Supplemental Instruction # 5, which was executed by Bob Lubecker, Williamson County Facilities Project Manager, pursuant to the previous grant of authority under Section 262.031 of the Local Government Code. This change order is being funded out of the Owners Contingency.

Background

On August 15, 2017, the Williamson County Commissioners Court granted Bob Lubecker, Williamson County Facilities Project Manager, with general authority to approve change orders for the Agreement for Construction Services with Trimbuilt Construction, Inc. in relation to the Williamson County Texas Avenue Facility Remodel (WCCHD Office Renovations) Project for any increase in costs up to a total maximum amount of \$30,000.00 in accordance with Section 262.031 of the Local Government Code – Changes in Plans and Specifications. This report is being provided for purposes of notifying the court of such change order and to place it in the minutes of the Commissioners Court.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

[TX Change Order 5](#)

[TX CO5 Funds](#)

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Gina Wrehsnig

Final Approval Date: 11/08/2017

Reviewed By

Wendy Coco

Date

11/08/2017 04:44 PM

Started On: 11/08/2017 03:53 PM



Trimbuilt Construction, Inc.
On time. Every time.

P. O. Box 80169
Austin, TX 78708-0169
(512) 832-1979

Change Request

To: Williamson County
710 Main St.
Georgetown, TX 78626

PH: (512) 943-1599 Fax: (512) 930-3313

Number: 5
Date: 10/17/2017
Project: Wilco WCCHD Office Renovations
Job #: 6148E

Description: ASI #5 Add 3 Data Drops

We are pleased to offer the following specifications and pricing to make the following changes:

Add 3 additional data drops per ASI #5.

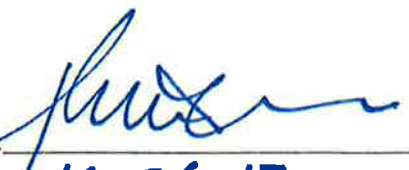
Description:	Price
Electrical	542.00
Telecom Data Cabling	438.25
Insurance	15.00
Profit / Fee	51.00
P & P Bond	25.00
Total:	1,071.25

If you have any questions, please contact me at 512-832-1979.

Submitted by:

Trimbuilt Construction, Inc.

cc:

Approved By: 
Date: 10-26-17

Williamson County Facilities - Job Cost Tracking Log

Change Order No.	Court Agenda Date	Party of Initiation	Time Ext. (Days)	GMP Breakdown					GMP Total	Total Updated Contract Amount
				Cost of Work	CM Contingency	Owner Contingency	Buyout Savings (Current)	General Conditions		
Contract				\$ 1,440,000.00		\$ 100,000.00			\$ 1,540,000.00	\$ 1,540,000.00
1	Pending									\$ 1,540,000.00
2	Denied									\$ 1,540,000.00
3	Denied									\$ 1,540,000.00
4	9/26/2017	Owner	7	\$ 3,113.00		\$ (3,113.00)				\$ 1,540,000.00
5		Owner		\$ 1,071.25		\$ (1,071.25)				\$ 1,540,000.00
6										\$ 1,540,000.00
7										\$ 1,540,000.00
8										\$ 1,540,000.00
9										\$ 1,540,000.00
10										\$ 1,540,000.00
11										\$ 1,540,000.00
12										\$ 1,540,000.00
13										\$ 1,540,000.00
14										\$ 1,540,000.00
15										\$ 1,540,000.00
16										\$ 1,540,000.00
17										\$ 1,540,000.00
18										\$ 1,540,000.00
19										\$ 1,540,000.00
20										\$ 1,540,000.00
21										\$ 1,540,000.00
22										\$ 1,540,000.00
23										\$ 1,540,000.00
24										\$ 1,540,000.00
25										\$ 1,540,000.00
26										\$ 1,540,000.00
27										\$ 1,540,000.00
28										\$ 1,540,000.00
29										\$ 1,540,000.00
30			7	\$ 1,444,184.25	\$ -	\$ 95,815.75	\$ -	\$ -	\$ -	\$ 1,540,000.00

Commissioners Court - Regular Session

26.

Meeting Date: 11/14/2017

WCCHD Remodel P322; Change Order #7

Submitted By: Gina Wrehsnig, Infrastructure

Department: Infrastructure

Division: Building Maintenance

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on accepting and approving a report on the Texas Avenue Remodel Project; Change Order # 7 in the amount of \$7,386.00 for adding electrical circuits to supply insta-hot water heaters per RFI # 21, which was executed by Bob Lubecker, Williamson County Facilities Project Manager, pursuant to the previous grant of authority under Section 262.031 of the Local Government Code. This change order is being funded out of the Owners Contingency.

Background

On August 15, 2017, the Williamson County Commissioners Court granted Bob Lubecker, Williamson County Facilities Project Manager, with general authority to approve change orders for the Agreement for Construction Services with Trimbuilt Construction, Inc. in relation to the Williamson County Texas Avenue Facility Remodel (WCCHD Office Renovations) Project for any increase in costs up to a total maximum amount of \$30,000.00 in accordance with Section 262.031 of the Local Government Code – Changes in Plans and Specifications. This report is being provided for purposes of notifying the court of such change order and to place it in the minutes of the Commissioners Court.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

[TX Change Order 7](#)

[TX CO7 Funds](#)

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Gina Wrehsnig

Final Approval Date: 11/08/2017

Reviewed By

Wendy Coco

Date

11/08/2017 04:44 PM

Started On: 11/08/2017 03:54 PM



Trimbuilt Construction, Inc.
On time. Every time.

P. O. Box 80169
Austin, TX 78708-0169
(512) 832-1979

Change Request

To: Williamson County
710 Main St.
Georgetown, TX 78626

Number: 7
Date: 10/17/2017
Project: Wilco WCCHD Office Renovations
Job #: 6148E

PH: (512) 943-1599 Fax: (512) 930-3313

Description: Insta Hot Power

We are pleased to offer the following specifications and pricing to make the following changes:

RFI #21 response: add power to insta hots as not originally indicated on the drawings. The panel schedules on the drawings are incorrect with field conditions. Some circuits shown as spare are not. Our electrician had to field investigate and found there is enough capacity in the existing panels to accomodate this change. However, they will be near full capacity once this change occurs.

Because of the differing conditions the circuits the engineer called out on the RFI response will not be used. The circuits to be used are listed on the sub quote.

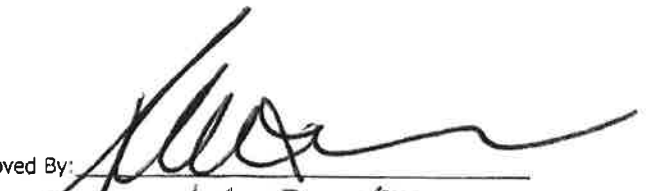
Description:	Price
Electrical	6,761.00
Insurance	101.00
Profit / Fee	352.00
P & P Bond	172.00
Total:	7,386.00

If you have any questions, please contact me at 512-832-1979.

Submitted by:

Trimbuilt Construction, Inc.

cc:

Approved By: 
Date: 11-3-17

Williamson County Facilities - Job Cost Tracking Log

Change Order No.	Court Agenda Date	Party of Initiation	Time Ext. (Days)	GMP Breakdown						GMP Total	Total Updated Contract Amount
				Cost of Work	CM Contingency	Owner Contingency	Buyout Savings (Current)	General Conditions	Construction Phase Fee		
Contract				\$ 1,440,000.00		\$ 100,000.00				\$ 1,540,000.00	\$ 1,540,000.00
1	Pending										\$ 1,540,000.00
2	Denied										\$ 1,540,000.00
3	Denied										\$ 1,540,000.00
4	9/26/2017	Owner	7	\$ 3,113.00		\$ (3,113.00)					\$ 1,540,000.00
5		Owner		\$ 1,071.25		\$ (1,071.25)					\$ 1,540,000.00
6	Pending										\$ 1,540,000.00
7		Architect		\$ 7,386.00		\$ (7,386.00)					\$ 1,540,000.00
8											\$ 1,540,000.00
9											\$ 1,540,000.00
10											\$ 1,540,000.00
11											\$ 1,540,000.00
12											\$ 1,540,000.00
13											\$ 1,540,000.00
14											\$ 1,540,000.00
15											\$ 1,540,000.00
16											\$ 1,540,000.00
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21											\$ 1,540,000.00
22											\$ 1,540,000.00
23											\$ 1,540,000.00
24											\$ 1,540,000.00
25											\$ 1,540,000.00
26											\$ 1,540,000.00
27											\$ 1,540,000.00
28											\$ 1,540,000.00
29											\$ 1,540,000.00
30			7	\$ 1,451,570.25	\$ -	\$ 88,429.75	\$ -	\$ -	\$ -	\$ 1,540,000.00	\$ 1,540,000.00

Commissioners Court - Regular Session

27.

Meeting Date: 11/14/2017

WCCHD Remodel P322; Change Order #8

Submitted By: Gina Wrehsnig, Infrastructure

Department: Infrastructure

Division: Building Maintenance

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on accepting and approving a report on the Texas Avenue Remodel Project; Change Order # 8 in the amount of \$5,987.00 for adding HVAC duct cleaning access panels and acceptance of 3 days added to the construction schedule, which was executed by Bob Lubecker, Williamson County Facilities Project Manager, pursuant to the previous grant of authority under Section 262.031 of the Local Government Code. This change order is being funded out of the Owners Contingency.

Background

On August 15, 2017, the Williamson County Commissioners Court granted Bob Lubecker, Williamson County Facilities Project Manager, with general authority to approve change orders for the Agreement for Construction Services with Trimbuilt Construction, Inc. in relation to the Williamson County Texas Avenue Facility Remodel (WCCHD Office Renovations) Project for any increase in costs up to a total maximum amount of \$30,000.00 in accordance with Section 262.031 of the Local Government Code – Changes in Plans and Specifications. This report is being provided for purposes of notifying the court of such change order and to place it in the minutes of the Commissioners Court.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

[TX Change Order 8](#)

[TX CO8 Funds](#)

Form Review

Inbox

County Judge Exec Asst.
Form Started By: Gina Wrehsnig
Final Approval Date: 11/08/2017

Reviewed By

Wendy Coco

Date

11/08/2017 04:44 PM
Started On: 11/08/2017 03:55 PM



Trimbuilt Construction, Inc.
On time. Every time.

P. O. Box 80169
Austin, TX 78708-0169
(512) 832-1979

Change Request

To: Williamson County
710 Main St.
Georgetown, TX 78626

PH: (512) 943-1599 Fax: (512) 930-3313

Number: 8
Date: 10/20/2017
Project: Wilco WCCHD Office Renovations
Job #: 6148E

Description: Duct Cleaning Access Panels

We are pleased to offer the following specifications and pricing to make the following changes:

Furnish and install 38 insulated duct access panels as indicated on ASI 06.

Please add 3 days duration to the project schedule to perform this work if accepted. Modified substantial completion date of 1/19/18.

Description:	Price
Mechanical	3,981.00
Supervision	1,080.00
Project Management	420.00
Insurance	82.00
Profit / Fee	285.00
P & P Bond	139.00
Total:	5,987.00

If you have any questions, please contact me at 512-832-1979.

Submitted by:

Trimbuilt Construction, Inc.

cc:

Approved By: 

Date: 10-25-17

Williamson County Facilities - Job Cost Tracking Log

Change Order No.	Court Agenda Date	Party of Initiation	Time Ext. (Days)	GMP Breakdown						GMP Total	Total Updated Contract Amount
				Cost of Work	CM Contingency	Owner Contingency	Buyout Savings (Current)	General Conditions	Construction Phase Fee		
Contract				\$ 1,440,000.00		\$ 100,000.00				\$ 1,540,000.00	\$ 1,540,000.00
1	Pending										\$ 1,540,000.00
2	Denied										\$ 1,540,000.00
3	Denied										\$ 1,540,000.00
4	9/26/2017	Owner	7	\$ 3,113.00		\$ (3,113.00)					\$ 1,540,000.00
5		Owner		\$ 1,071.25		\$ (1,071.25)					\$ 1,540,000.00
6	Pending										\$ 1,540,000.00
7	Pending										\$ 1,540,000.00
8		Owner		\$ 5,987.00		\$ (5,987.00)					\$ 1,540,000.00
9											\$ 1,540,000.00
10											\$ 1,540,000.00
11											\$ 1,540,000.00
12											\$ 1,540,000.00
13											\$ 1,540,000.00
14											\$ 1,540,000.00
15											\$ 1,540,000.00
16											\$ 1,540,000.00
17											\$ 1,540,000.00
18											\$ 1,540,000.00
19											\$ 1,540,000.00
20											\$ 1,540,000.00
21											\$ 1,540,000.00
22											\$ 1,540,000.00
23											\$ 1,540,000.00
24											\$ 1,540,000.00
25											\$ 1,540,000.00
26											\$ 1,540,000.00
27											\$ 1,540,000.00
28											\$ 1,540,000.00
29											\$ 1,540,000.00
30			7	\$ 1,450,171.25	\$ -	\$ 89,828.75	\$ -	\$ -	\$ -	\$ 1,540,000.00	\$ 1,540,000.00

Commissioners Court - Regular Session

28.

Meeting Date: 11/14/2017

Kimley Horn and Associates to WA 6 On Call Traffic Engineering Services

Submitted For: Terron Evertson

Submitted By: Sarah Ramos, Infrastructure

Department: Infrastructure

Division: Road & Bridge

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Work Authorization No. 6 in the amount of \$50,000 to expire on November 30, 2018 under Williamson County Contract for Engineering Services between Kimley-Horn and Associates and Williamson County dated September 3, 2015 for On Call Traffic Engineering Services for Williamson County Road and Bridge.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

WA 6 - On Call Traffic Engineering

Form Review

Inbox

County Judge Exec Asst.
Form Started By: Sarah Ramos
Final Approval Date: 11/06/2017

Reviewed By

Wendy Coco

Date

11/06/2017 03:04 PM
Started On: 11/06/2017 11:23 AM

WORK AUTHORIZATION NO. 6
PROJECT: On Call Traffic Engineering Services

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated September 3, 2015 and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Kimley-Horn and Associates (the "Engineer").

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

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

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

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on November 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.

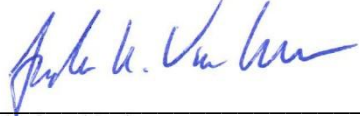
ENGINEER:

Kimley-Horn and Associates

COUNTY:

Williamson County, Texas

By:



Signature

By:

Signature

Andrew VanLeeuwen

Printed Name

Printed Name

Senior Vice President

Title

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

PROJECT: On Call Traffic Engineering Services

**ATTACHMENT A
Services to be provided by the Client**

Project Location: Multiple Locations

Project Description: Traffic Engineering and Support Services

SCOPE OF WORK

This project consists of the design and necessary support services for Traffic Engineering and Support Services in Williamson County. The tasks that may be accomplished under this contract will be on an as needed basis to assist with general traffic engineering needs. The actual level of effort required for each task will be quantified in separate letter agreements.

SERVICES TO BE PROVIDED BY THE CLIENT

The Client shall provide all information requested by K-H during the project, including but not limited to the following:

- Available accident data.
- Available traffic count data.
- Timely responses to requests for information or clarification; and
- Timely review of all submittals.
- Provide available copies of associated studies and coordination with ongoing related county projects.
- Provide decisions in a timely manner.
- Process payment to Consultant in a timely manner.

PROJECT: On Call Traffic Engineering Services

**ATTACHMENT B
Services to be provided by the Consultant**

Project Location: Multiple Locations

Project Description: Traffic Engineering and Support Services

SCOPE OF WORK

This project consists of the design and necessary support services for Traffic Engineering and Support Services in Williamson County. The tasks that may be accomplished under this contract will be on an as needed basis to assist with general traffic engineering needs. The actual level of effort required for each task will be quantified in separate letter agreements.

SERVICES TO BE PROVIDED BY THE CONSULTANT

The following scope of services is a general description of the types of projects that may be performed under this contract.

Traffic Signal Timing: Isolated Intersections, Corridor Timing Plans, and Grid Network Plans

Traffic Studies:

Signal and Stop Warrants	Congestion / Access Management
Speed Zones	Traffic Projections for Design Projects
Signing and Pavement Markings	School Zones
Bottleneck Studies	Review of Other Studies (i.e. TIAs)
High Accident Locations	Innovative Intersection Studies
Special Event Studies	Shared Parking Studies

Data Collection: Turning Movement Counts, Strip Maps, Tube Counts, Ball Bank Indicator, Speed Studies

Plans Specifications & Estimates (PS&E), including:

- ❖ Traffic Signal Design
- ❖ Signal System Design (Wired or Wireless Interconnect)
- ❖ Minor Intersection Improvements
- ❖ Innovative Intersections
- ❖ Intelligent Transportation System (ITS) Projects
 - Dynamic Message Signs
 - CCTV Cameras
 - Detection Systems
 - Lane Control Signals
 - Wireless Communications
 - Fiber Optic Communications
 - (ISD, municipal)
 - Leased Communications
 - Highway Advisory Radio
 - HUB Buildings
 - Control Centers
 - Networking
 - Bluetooth
- ❖ Traffic Management / Traffic Control Plans
- ❖ Illumination
- ❖ Large and Small Guide Signs

Construction Support:

- ❖ Observation of Construction
- ❖ Review of Contractor Shop Drawing Submittals
- ❖ Review of Contractor RFIs
- ❖ Investigation of Change Order Requests and Designs
- ❖ Review of Testing Procedures

PROJECT: On Call Traffic Engineering Services

**ATTACHMENT C
Work Schedule**

Project Location: Multiple Locations

Project Description: Traffic Engineering and Support Services

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

PROJECT: On Call Traffic Engineering Services

**ATTACHMENT D
Rate Schedule**

Project Location: Multiple Locations

Project Description: Traffic Engineering and Support Services

Classification	Hourly Billing Rate
Admin / Clerical	\$75
Sr. CAD Technician	\$95
Sr. Designer / Engineering Technician	\$120
Analyst	\$115
Engineer/Professional	\$145
Sr. Engineer I/Professional I	\$180
Sr. Engineer II/Senior Professional II	\$215
Principal	\$240

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

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

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

Commissioners Court - Regular Session

29.

Meeting Date: 11/14/2017

Discuss consider and take appropriate action on approval of the preliminary plat for the TK Industrial Park subdivision - Pct 4

Submitted For: Terron Evertson

Submitted By: Katheryn Cromwell, Infrastructure

Department: Infrastructure

Division: Road & Bridge

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approval of the preliminary plat for the TK Industrial Park subdivision - Pct 4

Background

This proposed subdivision consists of 12 lots with 764 feet of new public roads.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

TK Industrial Park

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Katheryn Cromwell

Final Approval Date: 11/09/2017

Reviewed By

Wendy Coco

Date

11/09/2017 11:03 AM

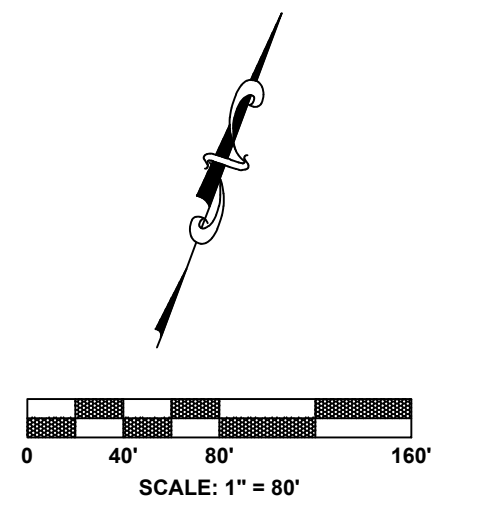
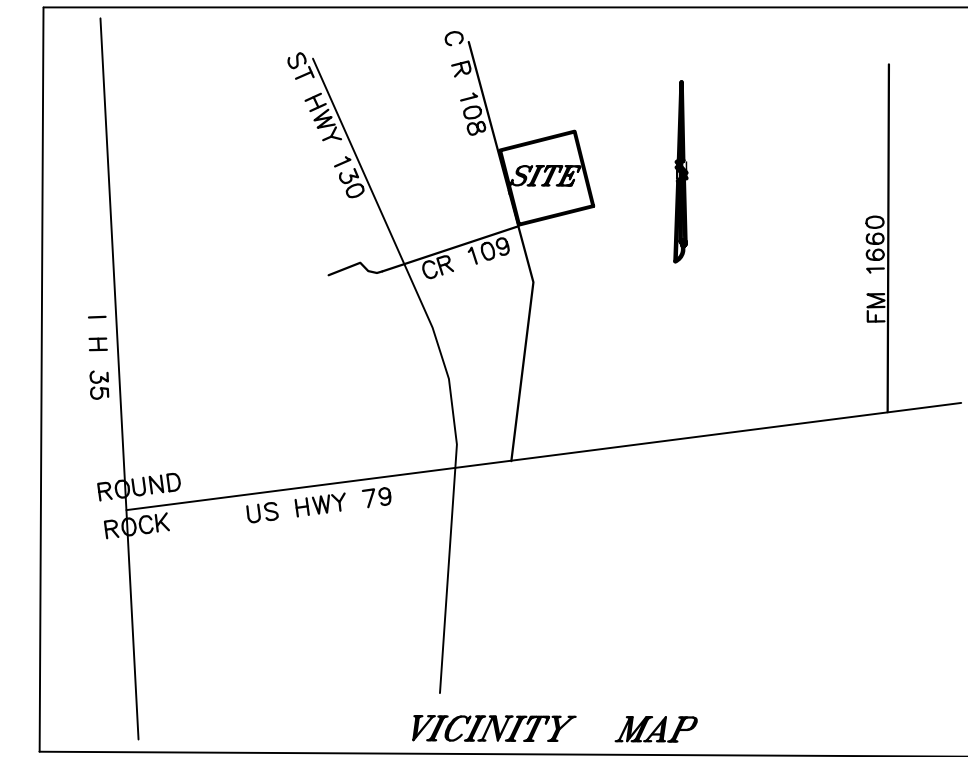
Started On: 11/09/2017 10:53 AM

NO-COUNT, LLC
TRACT 4 REMAINDER
50.82 AC.
DOC. 2013060751

NO-COUNT, LLC
TRACT 1
8.36 AC.
DOC. 2013060751

NO-COUNT, LLC
TRACT 3
3.50 AC.
DOC. 2013060751

TODD RIGGAN
27.895 AC.
DOC. 2007024092



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 THE 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 ENGINEER'S OFFICE 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.

J. TERRON EVERTSON, PE, DR, CFM
COUNTY ENGINEER

The property shown hereon is located in Zone "X" AREA OUTSIDE THE 500 YEAR FLOOD PLAIN as shown on Community Panel Number 43491C0505E of the FLOOD INSURANCE RATE MAP prepared for WILLIAMSON COUNTY, TEXAS by the Federal Insurance Administration Department, H.U.D. Effective Date: SEPT. 26, 2008

LEGAL DESCRIPTION
SURVEY OF 36.7332 ACRES OUT OF THE JAMES SHELTON SURVEY ABSTRACT NO. 560 IN WILLIAMSON COUNTY, TEXAS BEING A PORTION OF A 87.56 ACRE TRACT DESCRIBED AS TRACT 4 IN DEED TO NO-COUNT, LLC RECORDED IN DOC. NO. 2013060751 OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS

OWNER:
108 TENANT L.L.C. &
DPK VENTURES L.L.C.
2210 HOWARD LANE
AUSTIN, TEXAS 78728
(512) 251-0992
CONTACT: HOWDY TUCKER

CURVE TABLE				
CURVE	LENGTH	RADIUS	BEARING	CHORD
C1	39.15	25.00	S66°42'33"E	35.27
C2	21.68	25.00	N43°35'08"E	21.00
C3	6.05	60.00	S21°38'09"W	6.05
C4	34.30	60.00	S40°54'13"W	33.84
C5	106.30	60.00	N71°57'53"W	92.93
C6	105.58	60.00	N29°11'57"E	92.47
C7	34.30	60.00	S84°00'56"E	33.83
C8	6.02	60.00	S64°46'03"E	6.01
C9	21.68	25.00	N86°44'05"W	21.00
C10	39.39	25.00	S23°17'27"W	35.44

- NOTE:
- BEARING BASIS IS TEXAS STATE PLANE COORDINATES (NAD83), TEXAS CENTRAL ZONE (4203)
 - LOTS 4, 5, 8, AND 10 MAY NOT BE FURTHER SUBDIVIDED.
 - AVERAGE DAILY TRIPS = 1,129.
 - WATER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY JONAH WATER SUD.
 - SEWER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY ON-SITE SEWAGE FACILITIES.
 - POND MAINTENANCE WILL BE PROVIDED BY THE OWNER.

REV. NO.	BY	DATE	REVISION DESCRIPTION

THIS TRACT IS NOT LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE.

GARY ELI JONES
79198
REGISTERED PROFESSIONAL ENGINEER
Nov 06, 2017

Binkley & Barfield, Inc.
consulting engineers
Texas Registration Number F-257
3901 S. LAMAR BLVD #430, AUSTIN, TEXAS 78704 www.binkleybarfield.com

PRELIMINARY PLAT

TK INDUSTRIAL PARK

CASE:	DATE: 11/6/17	SHEET
DRAWN BY: TWH	DESIGNED BY: TWH	1
REVIEWED BY: GEJ		OF 1

T:\070000195_00_37 AC Hubs Subdivision\CAD\Preliminary Plat.dwg-Preliminary Plat 24X36 Plotted Nov 06, 2017 at 4:18pm by Hughes | Last Saved by: Hughes

Commissioners Court - Regular Session

30.

Meeting Date: 11/14/2017

Lt. Kelley Retirement Recognition

Submitted By: Michael Knipstein, EMS

Department: EMS

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on recognizing Lt. Mike Kelley for his 23 years of services to Williamson County EMS.

Background

Williamson County EMS would like to recognize the retirement of Lt. Mike Kelley and his 23 years of service to Williamson County citizens.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Michael Knipstein

Final Approval Date: 10/30/2017

Reviewed By

Wendy Coco

Date

10/30/2017 10:21 AM

Started On: 10/30/2017 07:36 AM

Commissioners Court - Regular Session

31.

Meeting Date: 11/14/2017

Request for Tree of Angels Day in Williamson County

Submitted By: Grace Frias, District Attorney

Department: District Attorney

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving a Proclamation designating December 6th, 2016 at Tree of Angels Day in Williamson County.

Background

See Attachments.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Tree of Angels

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Grace Frias

Final Approval Date: 10/31/2017

Reviewed By

Wendy Coco

Date

10/31/2017 02:58 PM

Started On: 10/30/2017 11:25 AM

SHAWN DICK

DISTRICT ATTORNEY

405 M.L.K. STREET, BOX #1

GEORGETOWN, TEXAS 78626



Phone (512) 943-1234

Fax (512) 943-1255

Website www.wilco.org

Friday, October 20, 2017

Honorable Williamson County Judge Gattis
Williamson County Historic Courthouse
710 S. Main Street
Georgetown, TX 78626

RE: Request for the Williamson County Court to designate with a Proclamation on **Wednesday, December 06, 2017**, as **Tree of Angels Day in Williamson County**.

Dear Judge Gattis:

The Williamson County District Attorney's Office respectfully request your consideration and support with an official Proclamation designating **December 06, 2017**, as Tree of Angels Day in Williamson County.

In December 1991, People Against Violent Crime initiated the first Tree of Angels in Austin, Texas. The event recognized that the Holiday Season is a particularly difficult time for crime victims and their families. The special day honors surviving victims and victims' families by making it possible for loved ones to bring an Angel ornament to place on a special Christmas tree. The Tree of Angels is a special forum for the community to remember, include, and support crime victims who are part of our lives and the community as a whole. Above all, the Tree of Angels is an expression of love. The Tree of Angels has been officially registered with the U.S. Office of Patents and Trademarks to provide crime victims ownership with their very own special event in December.

Should you have any questions please contact our office at 512-943-1234.

Respectfully,

Shawn Dick
District Attorney

Alma A. Vasquez
Victim Assistance Coordinator

Williamson County Proclamation Tree of Angels

WHEREAS, when crimes occur, society must protect not only the rights of the accused, but also the rights of the victim; and

WHEREAS, recognizing that the holiday season is a difficult time for victims and their families, the Tree of Angels has become a memorable tradition observed in Williamson County to recognize that the holiday season is a difficult time for victims and their families; and

WHEREAS, all Williamson County citizens recognize the important work of all who commit themselves to assist crime victims and their loved ones with traditions like the Tree of Angels, that reflect the kind and compassionate spirit of the holiday season and encourage us all to play a role in building a safer, more just community.

NOW THEREFORE, BE IT PROCLAIMED THAT the Commissioners Court of Williamson County, State of Texas, hereby proclaims **December 6th, 2017** as

TREE OF ANGELS DAY

And urges the citizens of Williamson County to participate in the Tree of Angels event on **Wednesday, December 6th, 2017**.

PROCLAIMED this _____ day of _____, 2017.

Commissioners Court - Regular Session

32.

Meeting Date: 11/14/2017

GIS Day Proclamation 2017

Submitted By: Teresa Baker, Information Technology

Department: Information Technology

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on a proclamation declaring November 15, 2017 as Geographic Information Systems (GIS) Day.

Background

Proclamation for GIS Day 2017

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Proclamation

Form Review

Inbox

County Judge Exec Asst.
Form Started By: Teresa Baker
Final Approval Date: 11/08/2017

Reviewed By

Wendy Coco

Date

11/08/2017 09:13 AM
Started On: 11/08/2017 08:55 AM

Proclamation

GEOGRAPHIC INFORMATION SYSTEMS DAY

WHEREAS, Geography Awareness Week is November 13–17; and

WHEREAS, National Geographic Information Systems (GIS) Day is November 15, 2017; and

WHEREAS, geography has played a defining role in the settlement, history, and cultural heritage of Williamson County; and,

WHEREAS an understanding of geographic concepts is crucial to maintaining efficient use of County resources, continued economic prosperity, and the general health and well-being of its citizens; and,

WHEREAS, the management, use, and exchange of geographic information is essential for effective decision-making by city, county, state and federal government and,

WHEREAS, computerized GIS technologies provide more efficient means of managing geographic information, and enable government to do more with limited resources; and

WHEREAS, Williamson County is committed to expanding the use of GIS and related technologies to County departments to improve operations in order to better serve its citizens.

NOW, THEREFORE, I, Dan Gattis, County Judge of Williamson County, Texas, do hereby proclaim November 15, 2017, as GIS DAY.

Dan A. Gattis
Williamson County Judge

Commissioners Court - Regular Session

33.

Meeting Date: 11/14/2017

Confed Soldier Monument

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 any appropriate action on a request for permission to place an Official Texas Historical Marker on the Williamson County Courthouse grounds near the Confederate soldier monument in the event the Texas Historical Commission determines eligibility and approves a marker in relation to a 2018 Official Texas Historical Marker Sponsorship Application to be filed by The Cultural and Historical Advocacy Group of the Georgetown Courageous Conversations Interfaith Initiative.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

[THC Application](#)

[Applicant's Background Info](#)

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Hal Hawes

Final Approval Date: 11/09/2017

Reviewed By

Wendy Coco

Date

11/09/2017 08:08 AM

Started On: 11/08/2017 05:01 PM

TEXAS HISTORICAL COMMISSION

**SUBJECT MARKERS:
2018 Official Texas Historical Marker
COVERSHEET**

Complete the form and send to markerapplication@thc.texas.gov
Valid September 1, 2017 to November 15, 2017 only

APPROVAL BY COUNTY HISTORICAL COMMISSION (required)

As chair or duly appointed marker chair, I certify the following:

The topic qualifies for an Official Texas Historical Marker according to marker policies on the THC website. Representatives of the CHC have met or talked with the potential marker sponsor and discussed the marker program policies as outlined on the THC website. The application has been filled out correctly. The narrative history and documentation have been reviewed for accuracy.

CHC comments or concerns about this application (required):

Name of CHC contact (chair or marker chair):

Mailing address: **City, Zip:**

Daytime phone: **Email address:**

CHECKLIST APPROVAL (required)

- The topic meets age requirements
- Most topics must date back at least 50 years
 - Historic events may be marked after 30 years
 - Individuals of historic significance may be marked or mentioned in marker text after they have been deceased 10 years
- The topic is eligible for a subject marker according to marker policies
- Permission of current property owner for marker placement has been obtained (page 6; unless marker will be placed on TxDOT right-of-way)

Sponsor Name: Courageous Conversations GTX

Date: Oct. 30, 2017

NOTICE: Incomplete applications will be returned to the CHC Chair or Marker Chair.

TEXAS HISTORICAL COMMISSION

**SUBJECT MARKERS:
2018 Official Texas Historical Marker
SPONSORSHIP APPLICATION**

This form constitutes a request for the Texas Historical Commission (THC) to consider approval of an Official Texas Historical Marker for the topic noted in this application. The THC will review the request and make its determination based on rules and procedures of the program. Filing of the application for sponsorship is for the purpose of providing basic information to be used in the evaluation process. The final determination of eligibility and approval for a state marker will be made by the THC. This form is to be used for subject marker requests only. Please see separate forms for either Historic Texas Cemeteries or Recorded Texas Historic Landmarks (buildings and structures).

Proposed marker topic (Official title will be determined by the THC): Contextual Interpretative Marker for the Confederate Monument at the Williamson County Courthouse
County: Williamson

Town (nearest town in same county on current state highway map): **Georgetown**

Street address of marker site or directions from town noted above: 710 S.Main Street,
Georgetown, TX 78626

Texas State Representative Name: Terry Wilson **District #: 20**

Texas State Senator Name: Charles Schwertner **District #: 5**

Marker Coordinates:

If you know the location coordinates of the proposed marker site, enter them in one of the formats below:

UTM Zone 14R Easting 339093 Northing 626744.0

Lat: Long: (deg, min, sec or decimal degrees)

Otherwise, give a precise verbal description here (e.g. northwest corner of 3rd and Elm, or FM 1411, 2.6 miles east of McWhorter Creek): Next to the Confederate Monument standing on the south side of the Williamson County Courthouse in Georgetown

Will the marker be placed at the actual site of the topic being marked? Yes No

If the answer is no, provide the distance and directions to the actual location from the marker (i.e. 100 yards east).





SUBJECT MARKERS

Purpose

TEXAS HISTORICAL COMMISSION

Subject markers are educational in nature and reveal aspects of local history important to a community or region. These markers honor topics such as schools, communities, businesses, events and individuals. Subject markers are placed at sites that have historical associations with the topics, but no legal restriction is placed on the use of the property or site, although the THC must be notified if the marker is ever to be relocated.

Criteria

-   **Age:** Most topics marked with subject markers must date back at least 50 years, although historic events may be marked after 30 years, and individuals of historic importance may be marked, or may be mentioned in a historical marker text, after they have been deceased 10 years. The THC may waive age requirements for topics of overwhelming state or national importance, although exceptions are rarely granted and the burden of proof for all claims and documentation is the responsibility of the narrative author.
-   **Historical significance:** A topic is considered to have historical significance if it had influence, effect or impact on the course of history or cultural development; age alone does not determine significance.

APPLICATION PROCEDURES

Any individual, group or county historical commission (CHC) may apply to the THC to request an Official Texas Historical Marker for what it deems a worthy topic. Only complete marker applications that contain all the required elements can be accepted or processed by the THC. For subject markers, the required elements are sponsorship application form, narrative history and documentation.

- Completed applications must be duly reviewed, verified and approved by the CHC in the county in which the marker will be placed.
- The sponsorship application form, narrative history and documentation must be in the form of Microsoft Word or Word-compatible documents and submitted by email attachments to the THC from the CHC no later than November 15, 2017. Paper copies of applications, whether mailed or delivered in person, cannot be accepted in lieu of the electronic version. THC email accepts mail no larger than 10 MB. You may split the application and materials into separate emails. Please note this in the email subject line. (Ex. Post Oak Co., Smith House, Email 1 of 3, etc.)
- Required font style and type size are a Times variant and 12-point.
- Narrative histories must be typed in a double-spaced (or 1.5-spaced) format and include separate sections on context, overview and significance.
- The narrative history must include documentation in the form of reference notes, which can be either footnotes, endnotes or parenthetical citations. Documentation associated with applications should be broad-based and demonstrate a survey of available resources, both primary and secondary.

TEXAS HISTORICAL COMMISSION

- **The CHC or Marker Chair will forward the application and narrative history to markerapplication@thc.texas.gov.** You will receive confirmation of your application being received. If you do not receive confirmation from the THC Marker Team within one week of sending your application, please contact our office.
- Upon notification of the successful preliminary review of required elements by the THC, a non-refundable application fee of \$100 is required, due by 5 p.m., December 8, 2017. Please send payment with the invoice which THC provides. Payment of the application fee does not guarantee approval of the historical marker.
- A copy or scan of proof of current ownership is required to verify the property owner information listed on the application (page 6), due by 5 p.m., December 8, 2017, unless the marker will be placed on a TxDOT right-of-way. You may access this information through county appraisal or tax records.

Once marker applications have passed preliminary review and the application fee and signed proof of property ownership have been received by THC, the application will be scored to determine whether the marker will be submitted to the Commissioners of the THC for final approval.

SCORING CRITERIA

- (1) 5 pts. max. Age;
- (2) 10 pts. max. Historical Significance/Architectural Significance;
- (3) 10 pts. max. State of Repair/Integrity;
- (4) 10 pts. max. Diversity of topic for addressing gaps in historical marker program;
- (5) 15 pts. max. Value of topic as an untold or untold aspect of Texas history;
- (6) 10 pts. max. Endangerment level of property, site or topic;
- (7) 10 pts. max. Available documentation and resources;
- (8) 10 pts. max. Diversity among this group of candidates;
- (9) 5 pts. max. Relevance to other commission programs; and
- (10) 15 pts. max. Relevance to the commission's current thematic priorities.

SPONSORSHIP PAYMENT INFORMATION

Prospective sponsors please note the following:

- Topics approved as Official Texas Historical Markers will require payment of the full marker amount within 45 days of the official approval notice. Payment must be received in full, accompanied by the THC payment form, by 5 p.m., March 16, 2018.
- The THC is unable to process partial payments or to delay payment due to processing procedures of the sponsor. Applications not paid in the time frame required may, at the sole discretion of the THC, be cancelled or postponed.
- Payment does not constitute ownership of a marker; Official Texas Historical Markers are the property of the State of Texas.
- If at any time during the marker process sponsorship is withdrawn, a refund can be processed, but the THC will retain the application fee of \$100.
- The Official Texas Historical Marker Program provides no means of recognizing sponsors through marker text, incising or supplemental plaques.

TEXAS HISTORICAL COMMISSION

Marker sponsor (may be individual or organization): **Cultural and Historical Advocacy Team of Courageous Conversations Georgetown**

Contact person (if applicable): **Lou Snead**

Mailing address: **419 Sheldon Lake Drive City, State, Zip: Georgetown TX, 78633**

Phone: 512-3504751 **Email address:** LSMA5700@gmail.com

SHIPPING INSTRUCTIONS

If the proposed marker site is on TxDOT right-of-way, the marker will be shipped directly to the district highway engineer for placement, with consultation from the CHC. If the marker will go on property other than TxDOT right-of-way, provide information in the space below. In order to facilitate marker delivery, residence addresses, post office box numbers and rural route numbers are not permitted. To avoid additional shipping charges or delays, use a business street address (open 8 a.m.—5 p.m., Monday through Friday). **THC is not responsible for additional shipping charges if multiple delivery attempts are made.**

Name: Williamson County

Street address: 710 S Main St, suite 101 **City, zip:** Georgetown, TX, 78626

Daytime phone: 512-943-1550 **Email:** ctyjudge@wilco.org

TYPE AND SIZE OF SUBJECT MARKER

The sponsor/CHC prefers the following size marker:

- 27" x 42" subject marker with post (\$1800)
- 27" x 42" subject marker without post* (\$1600)
- 18" x 28" subject marker with post (\$1100)
- 18" x 28" subject marker without post* (\$1100)

*For a subject marker without post, indicate to what surface material it will be mounted:

- wood masonry metal other (specify)

*For markers without posts, the CHC must receive prior approval from the THC for the planned placement. Such prior approval is based on the following:

- Submittal of a detailed plan for where the marker will be mounted, including the surface to which it will be placed (masonry, metal, wood); and
- A statement of why a marker with a post is not feasible or preferred.

RECORDS RETENTION BY CHC:

TEXAS HISTORICAL COMMISSION

The CHC must retain hard copies of the application, as well as an electronic version, at least for the duration of the marker process. The THC is not responsible for lost applications, incomplete applications or applications not properly filed according to the program requirements. For additional information about any aspect of the Official Texas Historical Marker Program, visit the Markers page on the THC website (<http://www.thc.texas.gov/markers>).

SUBJECT MARKERS:

PERMISSION OF PROPERTY OWNER FOR MARKER PLACEMENT

Please fill out this attachment, print and sign. Proof of current property ownership is also required and may be found at the county appraisal or tax office. Return both items to our offices via email, fax or mail by 5 p.m., December 8, 2017.

Proposed marker topic:

County:

Will the marker be placed on right-of-way maintained by the Texas Department of Transportation (TxDOT)?

Yes No

If the answer is yes, the THC will secure the necessary permission from TxDOT, and no other information is required. If the answer is no, please provide the following information for the person or group who owns the property.

Property owner: Williamson County

Address: City, State, Zip:

Phone: Email address:

I, _____, certify that I am the legal owner or authorized representative of the property owner noted herein, and further certify that I have read the information regarding Official Texas Historical Markers and that I voluntarily seek the marker for the property described herein, and proof of ownership is attached to this form. I further certify that I will comply with the policies and procedures of the Official Texas Historical Marker Program.

Signature: _____

NOTE: The property owner will not receive copies of correspondence from the THC. All procedural correspondence (notice of receipt, requests for additional information, inscription, shipping notice, etc.) will be sent by email to the CHC representative, who is encouraged to share the information with all interested parties as necessary.

Contextual Interpretative Marker for the 1916 Confederate Soldiers and Sailors Monument Located at the Entrance of the Williamson County Courthouse in Georgetown, Texas

Context for This Educational Subject Marker-

The broadest educational and historical context for this proposed subject historical marker is found in the following quote from a recent work on teaching the Civil War to today's students:

“The Civil War was a transformative event in American history, costing hundreds of thousands of lives, leaving cities, towns, and the countryside in ruin, and abruptly changing the meaning of citizenship and freedom in the United States. The war led to the Constitution's 13th, 14th, and 15th amendments, which further shaped the relationships between citizens and their government, and abolished forever the inhumane practice of slavery in our nation. This bloodbath of almost unfathomable proportion fundamentally changed nearly every facet of American life. For many years, the Civil War story was told as an authoritative narrative of battles, troop movements and generals who won or lost. But in the last 50 years, our understanding of the Civil War has changed dramatically. No doubt the battles and generals still matter. But today's K-12 curriculum standards, and more importantly our students, need a more inclusive story.”¹

At the end of the Reconstruction Period (1866-1876) there was a movement throughout the South to

1

Carol Van West, *Teaching About the Civil War with Primary Sources Across Disciplines*, The Library of Congress: The TPS Journal, Vol. 1, No. 1, Winter 2012

memorialize the veterans who fought for the Confederate States of America and to build museums and monuments that celebrated not only the people who had made great sacrifices for the Confederacy but explained the causes of the Civil War and how it was to be remembered. The Confederate and Sailors Monument that stands on the Williamson County Courthouse lawn is among these monuments. The City of Georgetown and the County erected this monument in 1916. It represents a movement that began in the last decade of the 19th Century to venerate both the Confederacy and those who fought for it. This effort celebrated what has been called “The Lost Cause”. The dedication of the “White House of the Confederacy” in Richmond, Virginia in 1896 as a museum probably launched the “Lost Cause” crusade, and this museum would serve as “a treasure house of Confederate history and relics.” The dedication speeches made at that event set the stage for the movement to memorialize the soldiers and the families who had defended the Confederacy. Those speeches encouraged white Southern women to be caretakers of the Lost Cause tradition, and to see dedications like these as commemorations of “an epoch in the grandest struggle for liberty and right that has ever been made by man”. In their minds, the Confederacy had only “resisted invasion” by the North. A former Confederate general who spoke at this dedication in Richmond reinforced the ideas of white supremacy by saying that “The great crime of the century was the emancipation of the Negroes {sic}”.

In the years from 1896 to 1917 this Confederate memorial movement gained new impetus under the leadership of new organizations like the United Daughters of the Confederacy and the United Confederate Veterans. Jefferson Davis in his two-volume memoir, *The Rise and Fall of the Confederate Government*, had placed the responsibility for secession and war on the North, and this became a common theme of the movement. The United Daughters of the Confederacy (UDC) began a campaign throughout the South in the early 1900s to “glorify the valor of Southern soldiers and to defend their honor as defensive warriors”. At the same time they were “reinvigorating white

supremacy by casting the belief about well-kept, Christianized, faithful slaves on Southern plantations prior to the Civil War”. By 1912 the UDC was encouraging the development of Confederate monuments to give prominence to this interpretation of the Civil War and those who fought for it. A marble company in Marietta, Georgia distributed a catalog of purchasable Confederate monument designs throughout the South during the Jim Crow era. These monuments subsequently reinforced the Lost Cause narrative about the Civil War and served to promote white supremacy and racial segregation throughout the South. This was the same time period (1915) when D.W. Griffith and Thomas Dixon produced the motion picture- *The Clansman*- a racist epic film about the victimized South and the heroism of the Ku Klux Klan, that later gained national success in the retitled movie, *Birth of a Nation*.² Most historians now recognize that the popular local erection of Confederate monuments during this era served as social and political reminders of the dominant culture's attitudes about white supremacy in addition to glorifying those who had fought for the Confederacy.

In 1915 a local chapter of the United Daughters of the Confederacy in Georgetown began raising funds toward the purchase of a memorial for Confederate veterans.³ That same year, the Williamson County Confederate Association held a reunion that passed a resolution lamenting the deaths of twelve local Confederate veterans since their previous reunion and predicting that the State of Texas would soon be “bereft of patriotic citizens who in their youth . . . illustrated the highest virtues of mankind.” In November 1915, the UDC selected a model for the memorial from a catalogue furnished by the Marietta Marble Company. In addition to the figure of a Confederate soldier, the model had fountains and steps, and the total cost was to be \$2000.00. Right away, efforts began to pay for the monument. A minstrel show employing Georgetown’s best talent was held that included children dancing and festive

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David W. Blight, *Race and Reunion: The Civil War in American Memory* (Belknap Harvard Press, Cambridge, Massachusetts, 2001) , 255-299

3 The Williamson County Sun, newspaper article, November 15, 1915 edition

singing of the song “Guess I’ll soon be back in Dixie.”. In late March of 1916, the Williamson County Commissioners Court donated \$400.00 to the cause. The Georgetown City Council began a solicitation of private citizens after contributing \$200.00 from public funds. Local persons who gave from five to fifteen dollars were recognized in a public listing. On November 17, 1916, a ceremony was held dedicating the 21 foot tall statue with its water fountains and an electric light globe. The inscription on the monument read “In Memory of the Confederate Soldiers and Sailors,” and it had an accompanying Confederate battle flag at its base. The dedication began with a parade in which Confederate veterans, school children, Southwestern University students and band, and local fire department members marched. The speakers at the ceremony included a Miss Daffron from the Austin chapter of the UDC and United States Congressman J.P. Buchanan from Brenham, Texas. The size of the crowd attending the event was possibly as many as 5,000. This memorial joined approximately fifty other Confederate monuments on courthouse squares in Texas.⁴

Overview For This Proposed Historical Subject Marker-

In the past several years, communities in Texas and the South have been confronted with public calls for the removal of Confederate monuments and statues. Many citizens today believe that these monuments and memorials glorify the era of slavery, white supremacy, and racial segregation. In Texas, debates and concerns about the appropriateness of long-standing Confederate monuments have ensued from Denton County to the University of Texas and even among representatives in the Texas Legislature. Most of the calls for the removal of Confederate monuments have been based on the belief that the existence of these monuments degrades persons of African American heritage. The prominent location of these monuments does not advance the destruction of racial discrimination and segregation

4

Williamson County Confederate Monument Marks Anniversary,” Johnston’s Journal #105, United Daughters of the Confederacy Publication, Vol. 15, November, 2010.

in our country today. While some Southerners continue to argue that these Confederate monuments should be seen only as veterans' memorials, others see these monuments as deeply offensive symbols of an ignoble past. In terms of today's commitment to racial justice, a more troubling feature of many of these Confederate monuments is the place of honor that they have occupied for the past one hundred years. The Atlanta History Center, which has had to address these issues as one of the largest repositories of Confederate monuments and memorials in the South, suggests that placing historical interpretive plaques on such monuments and memorials is a more accurate way to address the historical realities of the Civil War by recognizing the racial discrimination that has been associated with these monuments. The Center argues that historical interpretative plaques can provide educational information that places Confederate monuments and memorials in their proper historical context and that acknowledge we live in a different era of race relations today.⁵ In providing a suggested template to express these views the Atlanta History Center encourages statements like this to be added to historical interpretative plaques:

“Our understanding of history changes over time. Civil War monuments remain important reminders of how history can be influenced by false ideas and misconceptions. This monument was created to recognize the dedication and sacrifice of Americans who fought to establish the Confederate slave-holding republic. Yet this monument must now remind us that their loss actually meant liberty, justice, and freedom for millions of people – a legacy that continues for all of us today.”⁶

5

Atlanta History Center, “Confederate Monument Interpretation Guide”,
<http://www.atlantahistorycenter.com/confederate-monument-interpretation-guide>

6

Ibid.

Significance of this Historical Marker

We believe that this kind of marker needs to be placed next to the Confederate Soldiers and Sailors Monument located on the Williamson County Courthouse lawn. Its purpose and significance would be to deepen the understanding of the history of the Civil War, the legacy of the Jim Crow era, and the local resistance that was present in 1861 within Williamson County to secession from the Union. Given the continued prevalence of the “Lost Cause” narrative about the causes and legacy of the Civil War, a marker that expresses historically verifiable facts about the Texas secession from the Union and the racial attitudes of the Jim Crow era would provide an educational function that the Confederate monument by itself does not provide.

Without an explanation of the historical context of these Confederate monuments erected during the height of the Jim Crow era (1895-1918) the public is easily left with the belief that such monuments are only tributes to the service and sacrifices made by Confederate soldiers. As the historian, Gaines M. Foster, revealed in his study of Confederate celebrations and monument dedication speeches during this era, these celebrations and monuments “served two interrelated social functions”. One function was to pay tribute to the old soldiers and their families who had served honorably in military service that ended in defeat. The other function was to remind Southerners that they had acted rightly in supporting the Confederacy and what it stood for as an ordered and conservative society, with white supremacy being understood and affirmed as central to that kind of society.⁷

7

Gaines M. Foster, *Ghosts of the Confederacy: Defeat, the Lost Cause, and the Emergence of the New South 1865-1913*, Oxford University Press, New York, 1987, 127-144.

The historical understanding of this monument is also directly connected to Texas' reasons for joining the Confederacy, delineated in the *Texas Ordinance of Succession* that was drafted and approved in 1861 by delegates from all over the state at the Secession Convention in Austin. This statement confirms the fact that slavery and white supremacy were foremost in the official reasons given for secession from the Union. According to Texas State Library records, the 1861 “Declaration of the causes which impel the State of Texas to secede from the Federal Union” states:

“Texas abandoned her separate national existence and consented to become one of the Confederate States to promote her welfare, insure domestic tranquility [sic] and secure more substantially the blessings of peace and liberty to her people. She was received into the confederacy with her own constitution, under the guarantee of the federal constitution and the compact of annexation, that she should enjoy these blessings. She was received as a commonwealth holding, maintaining and protecting the institution known as negro slavery – the servitude of the African to the white race within her limits--a relation that had existed from the first settlement of her wilderness by the white race, and which her people intended should exist in all future time. Her institutions and geographical position established the strongest ties between her and other slave-holding States of the confederacy. Those ties have been strengthened by association.”

This Declaration goes on to define white supremacy in legal, social, and religious terms-

“We hold as undeniable truths that the governments of the various States, and of the confederacy itself, were established exclusively by the white race, for themselves and their posterity; that the African race had no agency in their establishment; that they were rightfully held and regarded as an inferior and dependent race, and in that condition only could their existence in this country be rendered beneficial or tolerable.

*That in this free government all white men are and of right ought to be entitled to equal civil and political rights; that the servitude of the African race, as existing in these States, is mutually beneficial to both bond and free, and is abundantly authorized and justified by the experience of mankind, and the revealed will of the Almighty Creator, as recognized by all Christian nations; while the destruction of the existing relations between the two races, as advocated by our sectional enemies, would bring inevitable calamities upon both and desolation upon the fifteen slave-holding States”.*⁸

The Southern conviction that secession from the Union was necessary in order to maintain the institution of slavery as an economic benefit to those states and to preserve racial purity and white supremacy has been well documented in the examination of the various ordinances and declarations produced by most of the states that joined the Confederacy in 1860-61.⁹ It is also important for Williamson County residents to know that one of the two delegates from Williamson County to that 1861 Secession Convention voted against leaving the Union.¹⁰

8

“Declaration of Causes: February 2, 1861”, Texas State Library and Archives Commission, <https://www.tsl.texas.gov/ref/abouttx/secession/2feb1861.html>

9

Charles B. Dew, *Apostles of Disunion: Southern Secession Commissioners and the Causes of the Civil War*, University Press of Virginia, Charlottesville, 2001

10

Confederate War Department, “Ordinance of Secession of Texas”, <http://www.csawardept.com/documents/secession/TX/>

Such a subject marker would serve as an important educational resource for both white and black Americans to learn something of the history of the period when this Confederate monument was erected. As historian, Glenda E. Gilmore, points out, the period from 1890 to 1920 is often called the “nadir” of African American history. While more than eighty percent of the nation’s African Americans lived in the former slave states until well into the twentieth century, they had to exercise their new citizenship rights among ex-Confederates and their sons and daughters. Gilmore says about this period, “White southerners continually reinvented new ways to impose white supremacy on their black neighbors. Black southerners fought back against disenfranchisement and unequal treatment, the imposition of segregation, and the violent white people who perpetrated racial massacres and lynching. Because the rapidly industrializing South set up a system of racial-based capitalism that left black people in segregated jobs at the bottom of the ladder, they sought the self-sufficiency of land ownership and started small businesses. Despite the onslaught of white supremacy, African Americans hoped that they would win the war for civil rights.”

During this era, “Jim Crow” laws were developed throughout the old Confederate states as a way to impose white supremacy by restricting the civil liberties that freed blacks had received from the passage of the 13th, 14th, and 15th amendments to the Constitution. “Jim Crow” had been a nickname

for African Americans taken from a popular white minstrel showman who performed in black face before the Civil War. Later, African Americans appropriated it as shorthand for white oppression, disfranchisement, and segregation. Mississippi ratified a new constitution in 1890 to disfranchise black voters by a literacy test that required a voter to “be able to read any section of the Constitution, or be able to understand the same when read to him, or to give a reasonable interpretation thereof.” Some called it, “an understanding clause.” White registrars would administer the law, and they would decide whether the constitutional interpretations that black voters gave qualified as “reasonable”. Even though African Americans challenged this law, in 1898, the Supreme Court of the United States upheld voting restrictions in *Williams vs. Mississippi*. Other southern states didn’t wait, however, for that legal endorsement. They variously imposed complicated residential requirements for registering to vote. Some put in a grandfather clause that allowed illiterate whites to vote if their grandfathers had voted. Others enacted a poll tax. Across the region, voter turnout among blacks plummeted. The systemic exclusion of black people during this low point in African American history is well documented in two books: Leon F. Litwack’s *Trouble in Mind: Black Southerners in the Age of Jim Crow* is a well-documented teaching resource, filled with stories of life at the nadir that tend to emphasize the horror of white supremacy. Joel Williamson’s *The Crucible of Race: Black-White Relations in the American South since Emancipation* renders a chilling account of how white supremacy reinvented itself to meet its challengers.¹¹

The impact of white supremacy and racial injustices against African Americans during the era when these Confederate monuments were being erected in Texas has also been largely unreported publicly. Documented examples of the white lynchings of African Americans in Texas do exist, however. One source cites forty lynchings of African Americans in Texas during the years of 1912-1918, with one occurring in Waco just six months prior to the erection of the Confederate monument in Georgetown.¹² A more recent study by the Equal Justice Initiative indicates that 275 documented lynchings occurred in a host of Texas counties, including one near Hutto in Williamson County, during the period of 1885-1940.¹³

The passage of Jim Crow laws aimed at maintaining racial discrimination, segregation, and white supremacy had a profound impact on African Americans in Texas and in Georgetown during the first half of the 20th century. The Texas Constitution was amended in 1876 to require electors to pay a poll tax. State statutes were passed from 1879 to 1925 to enforce both public and private racial segregation: criminalizing racial intermarriage; separating white and colored passengers in railroad coaches, depots, and on local streetcars; and ordering Negroes to use separate public accommodations; and requiring localities to maintain racially segregated schools. The prevalence of the Ku Klux Klan activity in and around Williamson County during this same period received statewide and local notoriety in the trial of Ku Klux Klan members by Dan Moody in 1923 in the Williamson County Courthouse in Georgetown.

12

America's Black Holocaust Museum, "A Memorial to the Victims of Lynching", Texas, <http://abhmuseum.org/category/lynching-victims-memorial/texas/>

13

Equal Justice Initiative, "Lynching in America: Confronting the Legacy of Racial Terror-Supplement: Lynchings by County, Second Edition", <http://www.eji.org>

A new statue of Dan Moody has recently been placed on the Williamson County Courthouse grounds to attest to this historical significance.¹⁴ In reaction to the 1954 Supreme Court decision calling for the integration of public schools, the State of Texas passed a statute in 1958 declaring no child was compelled to attend schools that were racially mixed and requiring an election for any local school desegregation.

These legal and social racially discriminatory practices subjected African Americans in Georgetown and in Williamson County to a host of injustices and indignities. Interviews with African American families who lived during this era reveal how widespread racial discrimination and segregation practices were in this part of Texas. During the first half of the 20th century Georgetown was residentially segregated with most of the African Americans living on the “Ridge”, the “Negro” section of town across the railroad tracks on the West side of the city. Many of the descendants of freed slaves worked as sharecroppers on former plantations and farms around Williamson County.¹⁵ The people of color who lived in Georgetown, Taylor, and other communities in the county worked as gardeners, housekeepers, and laborers for local white residents and merchants. According to stories collected from this era of segregation in Georgetown, African Americans had to sit in the balcony of the local theater away from white people, go to the back-door of restaurants to order and receive food, use the “colored” public facilities, and obey strict white legal and social codes aimed at “keeping Negroes in their place”.¹⁶ African American children had to attend the two-room “Colored School” on the Ridge

14

“Dan Moody Statue Unveiled”, *Williamson County Sun*, October 16, 2016 issue, Vol 42, No 20, page 1A

15

Georgetown Yesteryear’s: Sesquicentennial Series, A Project of the Georgetown Sesquicentennial Folklore Committee, ed. Martha Mitten Allen, 1985.

16

“Growing Up Separate”, *Georgetown View Magazine*, February, 2014 , <http://gtownview.com/2014/02/>

and many only completed elementary school. Because the Georgetown hospital was for “whites only”, most of the African American babies had to be delivered by an African American doctor in Taylor.¹⁷ Some of the most telling local stories reflect a culture of white superiority and purity. “Colored” children, for example, would only be allowed to swim in the public swimming pool a few times during the summer and after-wards the swimming pool would be drained and refilled for white children to swim in. Generations of African Americans remembered that “colored” people had to serve themselves at the “ice house” and put their money in a special hole so that white ice house workers would not touch it.¹⁸

The dedication of the Confederate monument in Georgetown in 1916 reflected a glorification of the antebellum period of slavery and white supremacy and thus reinforced the racial discrimination, segregation, and injustices of that time. A historical marker that summarizes this era of racial segregation and discrimination would provide a deeper understanding of this period in Texas history when Confederate monuments were being erected in places of prominence around the State. Historical subject markers not only serve to educate the public about the events of the past, both the good and the bad, they can also help to interpret that history. Such is the case with Confederate monuments that were erected during the Jim Crow era that endorsed racial attitudes and injustices that we no longer embrace nor tolerate today. Like the decision that the Texas Historical Commission made for a historical marker to recognize the Slocum Massacre in 1910, we believe that an interpretative subject marker placed next to the Confederate monument in Georgetown would provide a better understanding of the history of this monument and would contribute to the healing of racial injustices

17

Ibid.

18

Interview with Belinda Davis by Lou Snead, October 28, 2016

in our community as well.

Since the idea of placing this historical marker next to the statue in the courthouse square was conceived, the United States has witnessed a violent confrontation in Charlottesville, Virginia on August 11, 2017, over a Confederate monument near the University of Virginia campus. This clash between a well-armed group of white supremacists and a large number of counter-protesters centered around the city's plan to remove a statute of Robert E. Lee from a local park. The day after the rally, a white supremacist drove his car into a crowd killing three people. This tragic event has sharpened the public awareness that decisions need to be made about the existence of monuments in thirty-one states devoted to the Confederacy or well-known Confederate leaders throughout the nation. There are strongly held-opinions on both side, but the options seem to be twofold: either to remove these monuments altogether or to leave them in place with an explanatory plaque delineating that they were the product of the Lost Cause crusade in a period nearly fifty years after the Civil War. We believe that we should follow the lead of not only the Atlanta Historical Center but also the conclusions of the National Trust for Historic Preservation and the Smithsonian Institution on such monuments. The National Trust issued a statement in June, 2017, proposing that the memorials be "appropriately and thoughtfully re-contextualized" to provide information about the war and its causes."¹⁹ "Put simply," the Trust wrote, "these monuments were intended as a celebration of white supremacy when they were constructed . . . and they are still being used as symbols and rallying points for such hate today." And it concluded, "many of them do not reflect, and are in fact abhorrent to, our values as a diverse and inclusive nation." The Smithsonian Institution observed that the artifacts legitimize and honor "the deadly and racist 19th-century rebellion against the United States," that much of the language used on

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"Statement on Confederate Memorials: Confronting Difficult History," <https://savingplaces.org/press-center/media-resources/national-trust-statement-on-conferate-memorials#WbrGJnaGPiw>

them” glorifies” the Lost Cause.²⁰

As the Equal Justice Initiative Report on Lynchings suggests, “We cannot heal the deep wounds inflicted during the era of racial terrorism (during the Jim Crow era in particular) until we tell the truth about it.” Some argue that leaving Confederate monuments in place and supplementing them with contextualizing markers is not a perfect corrective to distorted history. But they suggest that these monuments and statues to the Confederacy “bear mute witness to the Jim Crow culture that venerated men who initiated a bloody civil war to protect an inhumane institution. If they make the public uneasy, that is because this past is uncomfortable.”²¹

Rather than removing or sequestering these Confederate monuments in cemeteries or museums, we believe that a contextual historical marker would provide an educational means teach the history of the era when they were installed and to note a judgment on that history.

To provide a summary of this historical background and interpretation regarding the erection of the Confederate Soldiers and Sailors Monument in Georgetown in 1916, we suggest the following outline of historical facts for such a subject marker to be placed next to this Confederate monument:

1. This Confederate Soldiers and Sailors Monument was erected in 1916 to honor the

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“We legitimize the “So-Called” Confederacy with Our Vocabulary, and That’s a Problem,”
http://www.smithsonianmag.com/smithsonian-institution/we-legitimize-so-called-confederacy-vocabulary-that-s-problem-180964830/?utm_source=smith...

21

David A. Graham, “The Stubborn Persistence of Confederate Monuments”, *The Atlantic*, April 26, 2016

the military service of citizens of Williamson County who fought for the Confederacy.

Along with others like it erected in this same time period throughout the South, this monument reflected the Jim Crow era of our history when African Americans were subjected to racial discrimination, segregation, and injustices, inscribed by law.

2. Although one of two delegates from Williamson County voted against secession from the Union on February 2nd, 1861, Texas joined the Confederate States of America on March 11, 1861.

3. The Texas Ordinance of Secession stated that the purpose of that action was to maintain slavery in this state, claiming “as undeniable truths that ... the African race... were rightfully held and regarded as an inferior and dependent race, and in that condition only could their existence in this country be rendered beneficial or tolerable.”

4. After the Civil War, the United States Constitution was amended in the late 1860s to grant freedom, bestow citizenship, and guarantee the right to vote to the former male slaves.

5. This plaque is installed in this year-(date to be added) -to deepen the understanding of history and move forward to bring dignity and harmony to all members of our diverse community.

Submitted by: The Cultural and Historical Advocacy Group of the Georgetown Courageous Conversations Interfaith Initiative

Rev. Lou Snead, Convenor

Dr. William Nicholas

Commissioners Court - Regular Session

34.

Meeting Date: 11/14/2017

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

Submitted For: Robert Daigh

Submitted By: Lydia Linden, Infrastructure

Department: Infrastructure

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: 10/27/2017

Reviewed By

Wendy Coco

Date

10/27/2017 09:36 AM

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

Commissioners Court - Regular Session

35.

Meeting Date: 11/14/2017

CAMPO Agreement

Submitted By: Dawn Haggard, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding the CAMPO 2010 Travel Demand Model License Agreement on the Corridor Program.

Background

The license agreement with CAMPO is required in order to obtain the 2010/2040 traffic model. The agreement allows the County's consultant, HNTB, to utilize and review the model as needed to progress projects.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

[CAMPO Agreement](#)

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Dawn Haggard

Final Approval Date: 11/09/2017

Reviewed By

Wendy Coco

Date

11/09/2017 10:54 AM

Started On: 11/08/2017 03:36 PM



The CAPITAL AREA METROPOLITAN PLANNING ORGANIZATION
2010 Travel Demand Model
License Agreement
Revised April 8, 2015

Introduction

This License Agreement is entered into this ____ day of _____, _____ by and between the Capital Area Metropolitan Planning Organization (hereinafter referred to as “CAMPO”), a Texas government entity located at 3300 North I-35, Suite 630, Austin, TX, 78705 and

_____, (hereinafter referred to as the “LICENSEE”),

located at _____,

and _____, (hereinafter referred to as the “CONSULTANT”),

located at _____.

This License Agreement is intended to cover the LICENSEE and the CONSULTANT’s use of the CAMPO 2010 Travel Demand Model (TDM) as specified below under the General and User-Specific Conditions.

General Terms and Definitions

CAMPO is the agency responsible for the development of the CAMPO 2010 TDM and as such is the owner of the model and has the authority regarding model application. CAMPO is the only entity that has the authority to distribute copies of the CAMPO 2010 TDM. MODEL PLATFORM is the proprietary software used to develop and apply the CAMPO TDM; this includes **TransCAD 6.0**. CAMPO 2010 TDM refers generally to either the CAMPO ADOPTED/AMENDED 2040 PLAN TDM or a CAMPO DERIVATIVE TDM, as defined below.

The CAMPO ADOPTED/AMENDED 2040 PLAN TDM is the latest version of the CAMPO travel demand model developed for the purpose of supporting the current CAMPO long-range transportation plan. The CAMPO ADOPTED/AMENDED 2040 PLAN TDM was developed to analyze transportation system improvement strategies and system deficiencies in the regional six-county area (Bastrop, Burnet, Caldwell, Hays, Travis, and Williamson Counties) and was validated to 2010 conditions. The CAMPO 2010 TDM is applied using **TransCAD version 6.0 r2 build 9035 64-bit** modeling software. The CAMPO ADOPTED/AMENDED 2040 PLAN TDM includes the model structure, supporting compiled interface and programs in TransCAD, supporting input files, and all socio-economic data and network data necessary to replicate the Adopted Plan model runs for the years 2010, 2020, and 2040.

A summary of applicable scenarios for use of the CAMPO ADOPTED/AMENDED 2040 PLAN TDM is shown in Exhibit 1; a detailed checklist of required components is shown in Exhibit 2.

CAMPO DERIVATIVE TDM is a model based upon the CAMPO ADOPTED/AMENDED 2040 PLAN TDM, and modified under constraints appropriate to maintain the integrity of the CAMPO ADOPTED/AMENDED 2040 PLAN TDM. A summary of applicable scenarios for use of a CAMPO DERIVATIVE TDM is shown in Exhibit 1; a detailed checklist of required components for Derivative TDM Type A and Derivative TDM Type B is shown in Exhibit

2. Derivative Model Type C is provided to maintain flexibility for CAMPO staff to provide advance approval for other variations of derivative type models outside the constraints of Type A and B, but which in CAMPO staff estimation could still be considered a derivative type model.



NON-CONFORMING MODEL is a term used by CAMPO to refer to all other cases where the CAMPO ADOPTED/AMENDED 2040 PLAN TDM has been modified outside the constraints appropriate to maintain the integrity of the CAMPO ADOPTED/AMENDED 2040 PLAN TDM or the structure outlined below defining acceptable modifications to serve as a CAMPO DERIVATIVE TDM.

The LICENSEE/CONSULTANT intentionally claiming a Non-Conforming Use of CAMPO 2040 TDM as an ADOPTED PLAN TDM or DERIVATIVE TDM or using a CAMPO 2040 TDM for other than the authorized project may have their license immediately terminated and may be denied a new CAMPO 2040 TDM license agreement for up to three years.

CAMPO will maintain a current list of LICENSEE/CONSULTANTS denied a CAMPO 2040 TDM license and will make such list available to the public upon request.

General Conditions for Model Release and Use

The LICENSEE/CONSULTANT agrees to the following conditions:

- The LICENSEE/CONSULTANT is responsible for the purchase and maintenance of TransCAD from the Caliper Corporation.
- The LICENSEE/CONSULTANT agrees to use the latest version of the CAMPO ADOPTED/AMENDED 2040 PLAN TDM provided by CAMPO as a basis for any work.
- The LICENSEE/CONSULTANT agrees to acquire and reference the CAMPO 2040 TDM Documentation, as well as seek out training on the CAMPO 2040 TDM as appropriate.
- The LICENSEE/CONSULTANT will not share or distribute the CAMPO 2040 TDM with or to any other entity without written permission from CAMPO. Other interested parties should be referred directly to CAMPO. The LICENSEE/CONSULTANT that shares or distributes the CAMPO 2040 TDM to any other entity without written permission from CAMPO may have their license immediately terminated and may be denied a new CAMPO 2040 TDM license agreement for up to three years. CAMPO will maintain a current list of LICENSEE/CONSULTANTS denied a CAMPO 2040 TDM and will make such list available to the public upon request.
- Unless expressly specified as being acceptable under the structure summarized in Exhibit 1 and conforming to required components in Exhibit 2, any modifications to the CAMPO ADOPTED/AMENDED 2040 PLAN TDM are deemed to revise the model and results such that CAMPO denies the LICENSEE/CONSULTANT the right to refer to, characterize, or label their model application as a CAMPO ADOPTED/AMENDED 2040 PLAN TDM, CAMPO DERIVATIVE TDM, CAMPO ALTERNATIVES ANALYSIS MODEL, or any other reference using the CAMPO name. CAMPO considers any other type of model and results to be a NON-CONFORMING MODEL. The LICENSEE/CONSULTANT intentionally claiming a Non-Conforming Use of CAMPO 2040 TDM as an ADOPTED PLAN TDM or DERIVATIVE TDM or using a CAMPO 2040 TDM for other than the authorized project may have their license immediately terminated and may be denied a new CAMPO TDM license agreement for up to three years. CAMPO will maintain a current list of LICENSEE/CONSULTANTS denied the CAMPO 2040 TDM and will make such list available to the public upon request.
- The LICENSEE/CONSULTANT agrees to notify CAMPO modeling staff BEFORE using or applying the CAMPO 2040 TDM on any new project, study, or effort and to state clearly what type of model will be used, according to the structure below: CAMPO ADOPTED/AMENDED 2040 PLAN TDM, CAMPO DERIVATIVE TDM, or NON-CONFORMING MODEL WITH PERMISSION. If a derivative model, LICENSEE/CONSULTANT agrees to include a description of the type of derivative model approach being used (A, B, or C), as well as a rationale for this choice, describing the modifications to be made to the CAMPO 2040 TDM and why these changes maintain the integrity of the CAMPO 2040 TDM. CAMPO reserves the right to challenge the extent of modifications within each category at any time and to require LICENSEE/CONSULTANT to execute a new license agreement for any project authorized by CAMPO for evaluation. If the LICENSEE/CONSULTANT makes modifications without



express written concurrence from CAMPO that such changes conform to the model structure outlined in Exhibit 1 and Exhibit 2, then the LICENSEE/CONSULTANT bears the responsibility if their model application is later determined to be a NON-CONFORMING MODEL.

- The LICENSEE/CONSULTANT agrees, at the CONCLUSION of using or applying the CAMPO 2040 TDM on any project, study, or effort, to provide CAMPO staff documentation regarding any revisions, assumptions or alternative analyses that were implemented during model application, and, upon CAMPO request, to provide CAMPO all model files necessary to replicate the LICENSEE/CONSULTANT results.
- The LICENSEE/CONSULTANT agrees, if requested, to submit to CAMPO all results of the model application for review and concurrence before releasing the results to any other parties. CAMPO at its discretion may choose to re-run the LICENSEE/CONSULTANT's model application to verify the proper use of the CAMPO 2040 TDM as part of its review and concurrence process.
- The LICENSEE/CONSULTANT agrees that the CAMPO 2040 TDM is being accepted as is and understands that CAMPO makes no guarantees as to the accuracy of the results obtained through use of the CAMPO 2040 TDM.
- The LICENSEE/CONSULTANT to the extent permitted by law shall indemnify and hold harmless CAMPO, its officers, employees, and agents against any and all claims, damages, liability, and court awards, including all costs, expenses, and attorney's fees, incurred as a result of the LICENSEE/CONSULTANT's use of the CAMPO 2040 TDM.

Intent of the Parties

The LICENSEE/CONSULTANT and CAMPO agree that the intent of each party is to refine and improve the accuracy of the CAMPO 2040 TDM and its variations. The LICENSEE/CONSULTANT has the duty to directly notify CAMPO, and only CAMPO, of any discovered anomalies, discrepancies, or bugs in the application of the CAMPO 2040 TDM so that CAMPO might refine and improve the accuracy of the CAMPO 2040 TDM as mutually intended.

CAMPO 2040 TDM Model Sharing Framework

The LICENSEE/CONSULTANT agrees to abide by the CAMPO 2040 TDM Model Sharing Framework as summarized in Exhibit 1 and detailed in Exhibit 2, which are included here and referenced in the General Conditions above.

CAMPO 2040 TDM Model Sharing Support Services

The LICENSEE/CONSULTANT acknowledges the availability of additional CAMPO 2040 TDM Model Sharing Services and Tools related to this Framework, including (some with associated costs):

- CAMPO ADOPTED/AMENDED 2040 PLAN TDM availability through password-protected Web download
- CAMPO 2040 TDM Documentation through password-protected Web download
- CAMPO 2040 TDM User Group Update Notifications for users with current License Agreements
- Training on CAMPO 2040 TDM application
- Technical support and assistance
- Opportunity to discuss proposed model use prior to application
- Model review and approval of results



User-Specific/Project-Specific Conditions for Model Use

Because of the varied needs of LICENSEE/CONSULTANT's for the CAMPO 2040 TDM, the following conditions have been specified to best fit the needs of the LICENSEE/CONSULTANT.

CONDITION 1 OR CONDITION 2 MUST BE SPECIFIED

<p style="text-align: center;">Check:</p> <p>Adopted Plan TDM</p> <p style="text-align: center;"><input type="checkbox"/></p> <p>Condition 1 Applies:</p> <p style="text-align: center;"><input type="checkbox"/></p> <p style="text-align: center;">OR</p> <p>Derivative TDM Type</p> <p>A <input type="checkbox"/></p> <p>B <input type="checkbox"/></p> <p>C <input type="checkbox"/></p>	<p>Condition 1 – Project-Specific TDM Application Agreement</p> <p>Name of Authorized Project: _____</p> <p>The License Agreement period for this project shall be no greater than one (1) year from the date in which it was entered into.</p> <p>To run or review only the Adopted/Amended CAMPO 2040 Plan TDM, LICENSEE/CONSULTANT agrees to replicate the adopted plan model run, making no changes to any model inputs, parameters, or process.</p> <p>To use and present a model as a CAMPO Derivative TDM Type A or B, LICENSEE/CONSULTANT agrees to ensure that TDM modifications satisfy the CAMPO 2040 TDM sharing structure as detailed in Exhibit 2 for Derivative TDM Types A and B. Derivative TDM Types A and B are anticipated to be the most common type of CAMPO model application. CAMPO staff is available to review and discuss proposed (or completed) changes to the TDM to ensure conformity as a Derivative TDM Type A or B.</p> <p>To use and present a model as a Derivative TDM Type C, LICENSEE/CONSULTANT agrees to (either or both are acceptable options):</p> <p><input type="checkbox"/> Advance Review of Approach – request a review of their proposed TDM approach by CAMPO staff to ensure conformity as a Derivative TDM. CAMPO will provide review support services at an hourly rate.</p> <p><input type="checkbox"/> Post-Completion Review of Approach and Results – request a review of their proposed TDM approach by CAMPO staff to ensure conformity as a Derivative TDM. CAMPO will provide review support services at an hourly rate.</p> <p>LICENSEE/CONSULTANT assumes risk associated with any necessary changes to bring their TDM into conformity as a Derivative TDM Type C.</p> <p>All General Conditions still apply.</p>
--	---



<p><u>Check if:</u></p> <p>Condition 2 Applies:</p> <p><input type="checkbox"/></p> <p>Non-Conforming Use of Model Components</p> <p>(one of the following must be checked if Condition 2 Applies)</p> <p>Is Allowed</p> <p><input type="checkbox"/></p> <p>is Not Allowed</p> <p><input type="checkbox"/></p>	<p>Condition 2 – Open-Ended TDM Application Agreement</p> <p>Name of Authorized Project: _____</p> <p>The License Agreement period for this project shall be no greater than one (1) year from the date in which it was entered into.</p> <p>LICENSEE/CONSULTANT is authorized under this License Agreement to apply the CAMPO 2040 TDM to multiple projects/studies during the term of this license agreement, under the General terms and conditions specified above, as well as any specific conditions as noted below.</p> <p>To use and present a model as a CAMPO Derivative TDM Type A or B, LICENSEE/CONSULTANT, at their own risk, agrees to ensure that TDM modifications satisfy the CAMPO 2040 TDM sharing structure as detailed in Exhibit 2 for Derivative TDM Types A and B. CAMPO staff is available to review and discuss the proposed (or completed) changes to the TDM to ensure conformity for applications. Derivative TDM Type C usage is covered only under Condition 1.</p> <p>If the “Non-Conforming Use of Model Components is Allowed” box to the left is checked, the LICENSEE/CONSULTANT is authorized under this License Agreement to utilize CAMPO 2040 TDM components as a non-Derivative, Non-conforming Model, with the following restrictions. LICENSEE/CONSULTANT agrees to credit CAMPO for providing the CAMPO 2040 TDM for use using terms such as “starting point”, “inputs”, and “aspects” from the CAMPO 2040 TDM. To avoid confusion between possible differing results from Non-conforming Models, the LICENSEE/CONSULTANT agrees to clearly and consistently differentiate the Non-conforming Model, and any associated findings and results, from the CAMPO 2040 TDM. This includes not using “CAMPO” in naming or referencing the Non-conforming Model; or citing any findings or results from the model being “from” the CAMPO 2040 TDM or “based on” the CAMPO 2040 TDM; or otherwise implying that the local- or sub-area model is derived from or a derivative of the CAMPO 2040 TDM adopted plan model.</p> <p>The LICENSEE/CONSULTANT intentionally claiming a Non-Conforming Use of CAMPO 2040 TDM as an ADOPTED PLAN TDM or DERIVATIVE TDM or using a CAMPO 2040 TDM for other than the authorized project may have their license immediately terminated and may be denied a new CAMPO 2040 TDM license agreement for up to three years.</p> <p>All General Conditions still apply.</p>
--	--



<u>Check if:</u>	Additional Specific Conditions
Additional Special Conditions Apply: <input type="checkbox"/>	<input type="checkbox"/> _____ <input type="checkbox"/> _____ <input type="checkbox"/> _____

Signatures

CAMPO

LICENSEE

By: _____

By: _____

Title: _____

Title: _____

CONSULTANT

By: _____

Title: _____



Exhibit 1 CAMPO TDM Model Sharing Framework

Model Types	Applicable Scenarios
<p>CAMPO Adopted/Amended Plan TDM</p>	<p>The Adopted Plan Model includes Base Year Calibration and Forecast Year Plan Analysis Model Runs and Analysis of Output Directly from These Runs. Potential uses include:</p> <ul style="list-style-type: none"> • Background Traffic/Distribution for Site -Specific Analysis • Noise and Air Quality Conformity Analysis in Support of Plan <p>User may refer to the model used under these scenarios as: “CAMPO Adopted/Amended Plan TDM”.</p>
<p>CAMPO Derivative TDM (for Alternatives Analysis)</p>	<p>A regional TDM serves as a tool for multiple jurisdictions and entities, both public and private, to examine transportation scenarios and solutions, referred to here as “Alternatives Analysis”. Potential applications which maintain the CAMPO TDM integrity while allowing alternatives testing include:</p> <ul style="list-style-type: none"> • Type A – Minor Highway/Transit Edits with Static Plan Trip Tables User may make localized, minor highway and/or transit edits which are not anticipated to have substantial regional impacts to trip distribution or mode choice (as agreed to in advance by CAMPO staff). User will assign static trip tables from the CAMPO Adopted/Amended Plan TDM using CAMPO’s assignment algorithm. • Type B – Localized Demographics Edits and/or Minor Highway/Transit Edits User may make localized, minor demographic and highway/transit edits which are not anticipated to have substantial regional impacts to trip distribution or mode choice (as agreed to in advance by CAMPO staff). Region-wide control totals must be maintained and user must apply the full CAMPO Model Stream, including Feedback Loop. • Type C – Other Alternatives Scenarios With prior discussion and approval by CAMPO modeling staff, the CAMPO TDM may be modified for a particular study purpose and still operate as a Derivative TDM. <p>User may refer to the model used under these scenarios as: “CAMPO Derivative TDM” or “CAMPO Alternatives Analysis Model”.</p>
<p>Non-Conforming Models and Uses</p>	<p>Non-conforming Uses of the CAMPO TDM include but are not limited to:</p> <ul style="list-style-type: none"> • Alteration or Adjustment of TDM Inputs, Settings, or Component Algorithms, including the Application Model Stream • Alteration of TDM Output or Mid-Stream Input/Output Data • Using CAMPO TDM Output as Input to Other Models/Software Platforms • Extraction and Use of Model Components as a Basis for a New TDM, including Local-Area Sub-Models without CAMPO Permission (see below) <p>Unless expressly provided permission as part of a formal license agreement and within the above Derivative or Non-Conforming with Permission Model Type context (see below), user does not have permission to use the CAMPO TDM, reference the CAMPO TDM, or cite any findings or results from the model being from the CAMPO TDM.</p>



Exhibit 1 CAMPO TDM Model Sharing Framework

Model Types	Applicable Scenarios
<p>Local or Sub-area Models (Non-conforming With Permission)</p>	<p>Extraction and Use of TDM Components for a New TDM, including Local- or Sub-Area Models, is not considered Derivative of the CAMPO TDM. However, CAMPO reserves the flexibility to approve use of CAMPO TDM components to facilitate others' planning efforts.</p> <p>In the most common example, CAMPO has a long-standing practice of making the CAMPO TDM available to local partner agencies as a starting point in the development of local- and sub-area models. With prior discussion and approval by CAMPO modeling staff, the CAMPO TDM may be used for this type of purpose. CAMPO should be credited for providing the CAMPO TDM for use using terms such as "starting point", "inputs", and "aspects" from the CAMPO TDM. To avoid confusion between possible differing results from this non-Derivative application, the user does not have permission to cite any findings or results from the model being "from" the CAMPO TDM, "based on" the CAMPO TDM, or otherwise imply that the local- or sub-area model is derived from or a Derivative of the CAMPO TDM adopted plan model.</p> <p>The LICENSEE/CONSULTANT intentionally claiming a Non-Conforming Use of CAMPO TDM as an ADOPTED PLAN TDM or DERIVATIVE TDM or using a CAMPO TDM for other than an authorized project may have their license immediately terminated and may be denied a new CAMPO TDM license agreement for up to three years. Likewise the LICENSEE/CONSULTANT that shares or distributes the CAMPO TDM with or to any other entity without written permission from CAMPO may have their license immediately terminated and may be denied a new CAMPO TDM license agreement for up to three years. CAMPO will maintain a current list of LICENSEE/CONSULTANTS denied a CAMPO TDM and will make such list available to the public upon request.</p>



Exhibit 2 Checklist of CAMPO Shared Model Components

	Plan Model	Derivative Analysis TDMs			Non Conforming
		A	B	C	
Geographic/Attribute Data					
Use Adopted Plan TDM Internal Zonal Demographics	<input type="checkbox"/>	n/a	TBD	TBD	<input type="checkbox"/>
Use Adopted Plan TDM Internal Zone Boundaries and Number	<input type="checkbox"/>	n/a	TBD	TBD	<input type="checkbox"/>
Use Adopted Plan TDM Highway Geography/Attribute Data	<input type="checkbox"/>	Minor	TBD	TBD	<input type="checkbox"/>
Use Adopted Plan TDM Transit Geography/Attribute Data	<input type="checkbox"/>	Minor	TBD	TBD	<input type="checkbox"/>
Use Adopted Plan TDM Highway Speed/Capacity Table	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Use Adopted Plan TDM Transit Speed Assumptions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Model Stream Application					
Use "All Stages" with Feedback "On" (all required steps)	<input type="checkbox"/>	<input type="checkbox"/>	TBD	TBD	<input type="checkbox"/>
Use "Single Stages" Application	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Trip Generation					
Use Adopted Plan TDM Trip Generation Output Directly	<input type="checkbox"/>	n/a	TBD	TBD	<input type="checkbox"/>
<u>Or, if Making Changes to Stage Inputs:</u>					
Perform All Sub-Models (HH Size, HH Inc, Workers per HH)	<input type="checkbox"/>	n/a	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Trip Distribution					
Use Adopted Plan TDM Trip Distribution Output Directly	<input type="checkbox"/>	n/a	TBD	TBD	<input type="checkbox"/>
<u>Or, if Changes Made to Inputs:</u>					
Use Adopted Plan TDM External Through Trip Tables Directly	<input type="checkbox"/>	n/a	TBD	TBD	<input type="checkbox"/>
Perform "Import Person Trips to MTX" Step	<input type="checkbox"/>	n/a	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mode Choice					
Use Adopted Plan TDM Mode Choice Output Directly	<input type="checkbox"/>	n/a	n/a	n/a	<input type="checkbox"/>
<u>Or, if Making Changes to This Stage:</u>					
Skim Highway Network	<input type="checkbox"/>	n/a	n/a	n/a	<input type="checkbox"/>
Skim Transit Route System	<input type="checkbox"/>	n/a	n/a	n/a	<input type="checkbox"/>
Apply Autos per Household Model (if demographics changed)	<input type="checkbox"/>	n/a	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Perform Market Segmentation (if transit was edited)	<input type="checkbox"/>	n/a	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Use Adopted Plan TDM Mode Choice Inputs/Settings	<input type="checkbox"/>	n/a	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Perform Mode Choice using CAMPO 2040 TDM Mode Choice Model	<input type="checkbox"/>	n/a	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Trip Tables					
Use Adopted Plan TDM Trip Tables (all modes)	<input type="checkbox"/>	n/a	n/a	n/a	<input type="checkbox"/>
<u>Or Create Applicable Trip Tables</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Assignment					
Perform Applicable Assignments (CAMPO TDM Algorithm)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

= Step is Required to Conform to CAMPO Model Type "n/a" = Not Applicable

"Minor" = Minor edits, with CAMPO staff reserving the discretion to determine what qualifies

"TBD" = To Be Determined based upon discussion with CAMPO staff

NOTE: Any use of the CAMPO model which does not fit into the above usage type structure shall be considered a "Non-Conforming or Divergent Use"; see License Agreement for limitations.

Commissioners Court - Regular Session

36.

Meeting Date: 11/14/2017

Bagdad Road at CR 278 Center for Archaeological Research Government Agency Curation Agreement

Submitted By: Dawn Haggard, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding the Center for Archaeological Research Governmental Agency Curation Agreement for the Bagdad Road at CR 278 project, a Road Bond Project in Commissioner Pct. 2.

Background

The Texas Historical Commission requires that as part of the Environmental Due Diligence Investigations, any records are to be kept by the Center for Archaeological Research. This agreement documents the transfer of archaeological records from Williamson County to Center for Archaeological Research per 13 TAC 26.16 and 26.17 for their records.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Bagdad Rd at CR 278 Archaeological Research Curation Agreement

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Dawn Haggard

Final Approval Date: 11/09/2017

Reviewed By

Wendy Coco

Date

11/09/2017 08:51 AM

Started On: 11/08/2017 01:18 PM

**CENTER FOR ARCHAEOLOGICAL RESEARCH
GOVERNMENTAL AGENCY CURATION AGREEMENT**

This letter documents the transfer of archaeological ~~collections and~~ records from

Williamson County

name of governmental agency and/or subdivision

to the Center for Archaeological Research (CAR), The University of Texas at San Antonio (UTSA), for the following:

Project Bagdad Road at County Road 278 Improvements

Project No. SWCA 37201

County(ies) Williamson

Site No(s) None

Permitting Agency THC

Permit # 8044

Description of Materials Field Records and Photographs

The transfer of the above described documents and materials to CAR is made for the purpose of allowing CAR to retain in trust for Sponsor in accordance with the provisions of Tex. Nat. Res. Code §191.058(b), the regulations promulgated by the Texas Historical Commission found in 13 T.A.C. §26.1, et. seq., and all other applicable laws and regulations. As the curating facility, CAR may make copies, electronically scan images or documents, microfilm, make loans, request and authorize analyses, reorganize the collection, and otherwise preserve, conserve and use these materials as outlined in guidelines for curation repositories. Any permanent transfer of items should be to a facility with equal capacity for permanent curation. Though CAR is the acknowledged holder of these materials and may use them as stated above, actual ownership of the materials and records rests with the governmental entity indicated as Sponsoring Agency. Unless otherwise prohibited by state or federal law or regulation, CAR agrees that upon the written request of Sponsor, the materials shall be returned to Sponsor for temporary or permanent display in a certified curation facility that can properly display and maintain the materials.

Signature - Authorized Agent of Sub. Gov. Agency

Authorized Agent of Sponsor (type or print)

Title/Position

Date

Address:



Signature - Authorized Agent of Sub. Arch.

Brandon S. Young

Authorized Agent of Sub. Arch. (type or print)

SWCA Principal Investigator

Title/Position

13 October 2017

Date

Address:

4407 Monterey Oaks Blvd

Building 1, Suite 110

Austin, Texas 78749

512-476-0891

Commissioners Court - Regular Session

37.

Meeting Date: 11/14/2017

Discuss consider and take appropriate action regarding the proposed remodel of areas of the Justice Center

Submitted For: Robert Daigh

Submitted By: Kelly Murphy, Infrastructure

Department: Infrastructure

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action regarding the proposed remodel of areas of the Justice Center.

Background

Fiscal Impact

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

Attachments

[Justice Center Remodel Estimates](#)

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Kelly Murphy

Final Approval Date: 11/08/2017

Reviewed By

Wendy Coco

Date

11/08/2017 09:13 AM

Started On: 11/07/2017 04:05 PM

Justice Center Remodel Project Estimates for District Attorney

The following three projects have been requested by the District Attorney:

Project 1: Remodel of space vacated by Probation prior to DA move in.

Description: Adjust walls and doors to create conference rooms and allow for a single controlled entrance into office area. Add windows to doors for security. Repaint and replace carpet.

Estimated Project 1 cost: \$49,000

Project 2: Remodel of existing DA space in Justice Center.

Description: Adjust walls and doors to increase conference room space. Add windows in doors for security. Convert existing copy room into single user unisex restroom. Repaint and replace flooring.

- Need # 1: Liability & Lighting (15 - 24" x 36" windows installed in existing doors) **\$7800**
- Need # 2: Conference Room Space: (including new flooring in these areas) **\$35,000**
- Need # 3: Convert existing copy room into a single user unisex restroom: **\$38,000**

Estimated Project 2 cost: \$80,800

Project 3: Remodel Grand Jury Room including rest rooms

Description: Replace fixtures, countertops, paint and carpet.

Project 3 estimated cost: \$18,500

Total estimated cost of all three projects: \$148,300

Commissioners Court - Regular Session

38.

Meeting Date: 11/14/2017

Brushy Creek Trail

Submitted For: Charlie Crossfield

Submitted By: Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Real Estate Contract with K-LO Holdings, LLC for an easement needed on the Brushy Creek Trail Project. (Parcel 4) Funding Source: Park Bonds

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

[K-LO contract](#)

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 11/09/2017

Reviewed By

Wendy Coco

Date

11/09/2017 09:48 AM

Started On: 11/09/2017 09:45 AM

REAL ESTATE CONTRACT
BRUSHY CREEK TRAIL EASEMENT

This Real Estate Contract ("Contract") is entered into between K-LO Holdings, LLC, a Texas limited liability company, ("Seller"), and WILLIAMSON COUNTY, TEXAS, a Texas political subdivision ("Buyer") upon the terms and conditions set forth as follows:

1. Purchase and Sale of Property

1.01 Seller sells and agrees to convey, and Buyer purchases and agrees to pay for, a trail easement interest in and to that certain parcel of land totaling 0.162 acre located in Williamson County, Texas, and being more particularly described by metes and bounds and accompanying plat in Exhibit "A", attached hereto and incorporated herein (Parcel 4).

1.02 The real property interests described above, and any rights or appurtenances are referred to in this Contract as the "Property".

2. Sales Price

2.01 Amount of Sales Price. The sales price for the Property, any improvements thereon, and any damage to the remaining property of Seller shall be the sum of TWENTY-EIGHT THOUSAND SEVEN HUNDRED FIFTY and NO/100 DOLLARS (\$28,750.00) ("Sales Price").

2.02 Payment of Sales Price. The full amount of the Sales Price shall be payable in cash at the Closing.

3. Buyers Obligations

3.01 Conditions to Buyer's Obligations. The Buyer's obligations under this Contract are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Buyer at or before the closing).

3.02 Preliminary Title Report. Within 30 days of the execution of this Contract, Buyer, at Buyer's expense, will obtain from the Title Company a preliminary title report ("Title Report"), accompanied by copies of all recorded documents relating to easements, rights-of-way, etc., affecting the Property.

(A) Buyer will give Seller written notice on or before 10 days prior to the Closing of this transaction that the condition of title as set forth in the Title Report is not satisfactory.

(B) In the event that Buyer states that the condition is not satisfactory, Seller will promptly undertake to assist Buyer, with all costs to be borne by Buyer, to eliminate or modify



all unacceptable matters to the reasonable satisfaction of Buyer. Otherwise, any objection by the Buyer may also be waived in writing prior to Closing.

3.03 Survey. Buyer, at Buyer's expense, will obtain a current plat or survey of the permanent easement Property, prepared by a licensed Texas land surveyor selected by Buyer.

3.04 Seller's Full Compliance. Seller will have complied with all of the covenants, agreements, and conditions required by this Contract by the closing date.

3.05 Fencing. Buyer, at Buyer's expense, will construct a four (4') foot high chain-link fence along the upper portion of Seller's remaining property behind the existing structure and at a location agreed upon by the Parties at a later date. After construction, the fence shall be owned and maintained by Seller.

4. Representations and Warranties of Seller

Seller represents and warrants to Buyer, as of the closing date, as follows:

4.01 There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Buyer.

4.02 Seller has complied with all applicable laws, ordinances, regulations, and restrictions relating to the Property, or any part of it.

4.03 Seller is not aware of any material physical defects to the Property.

4.04 Seller is not aware of any environmental hazards or conditions that affect the Property.

4.05 Seller is not aware that the Property is or has ever been used for the storage or disposal of hazardous materials or toxic waste, or any underground tanks or containers.

5. Closing

5.01 Date and Location. The Closing will be held at the office of Capital Title of Texas, 800 S. Austin Avenue, Suite E, Georgetown, Texas 78626 ("Title Company"), on or before November 20th, 2017 ("Closing Date"), or 10 days after completion of any title curative items as identified on Schedule C. of the Title Commitment, or at a time, date, and place agreed on by Seller and Buyer.

5.02 Sellers Responsibilities at Closing. At the Closing Seller will:

(A) Deliver to Buyer a properly executed and acknowledged Trail Easement (the "Easement") in and to the Property described in Exhibit "A", attached hereto and incorporated herein, conveying such property interest in and to all of the Property, free of all liens, encumbrances, conditions, easements, assessments, and restrictions, except for the following:

- (i) Any exceptions approved by Buyer in accordance with Section 3 of this Contract; and
- (ii) Any exceptions approved by Buyer in writing.

(B) Deliver to Buyer a Texas Owner's Title Policy, at Buyer's expense, issued by the Title Company in Buyer's favor in the full amount of the Sales Price, insuring Buyer's interest in and to the Property subject to the title exceptions listed in herein, to any other exceptions approved in writing by Buyer, and to those standard printed exceptions contained in the usual form of Texas Owner's Title Policy, with the following exceptions:

- (i) The boundary and survey exceptions will be deleted;
- (ii) The exception as to restrictive covenants will be endorsed "None of Record", if applicable; and
- (iii) The exception as to the lien for taxes will be limited to the year of closing and will be endorsed "Not Yet Due and Payable".

(C) Deliver to Buyer possession of the Property.

(D) The form of the Easement document shall be as shown in Exhibit "B" attached hereto and incorporated herein.

5.03 Buyer's Responsibilities at Closing. At the Closing Buyer will pay Seller the Sales Price.

5.04 Prorations. N/A.

5.05 Apportionment of Costs. All costs and expenses of closing in consummating the sale and purchase of the Property will be paid as follows:

- (A) Owner's Title Policy paid by Buyer.
- (B) Survey paid by Buyer.
- (C) Easement, tax certificates, and title curative matters, if any, paid by Buyer.
- (D) All other closing costs to be paid by Buyer.
- (E) Attorney's fees paid by each respectively.

6. Breach by Seller

6.01 Buyer's Rights in the Event of Breach by Seller. If Seller fails to fully and timely perform any of its obligations under this Contract or fails to consummate the sale of the Property for any reason (except for Buyer's default), Buyer will have the right to:

- (A) Enforce specific performance of this Contract; or

(B) Request that the Escrow Deposit, if any, will be returned by the Title Company to Buyer.

7. **Breach by Buyer**

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

8. **Miscellaneous Provisions**

8.01 **Survival of Covenants.** Any of the representations, warranties, covenants, and agreements of the parties, as well as any rights and benefits of the parties, pertaining to a period of time following the closing of the transactions contemplated by this Contract, will survive the closing.

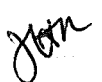
8.02 **Notice.** Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Buyer, as the case may be, at the address set forth in the signature block below.

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

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

8.05 **Legal Construction.** In case any one or more of the provisions contained in this Contract may for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability will not affect any other provision hereof, and this Contract will be construed as if the invalid, illegal, or unenforceable provision had never existed.

8.06 **Prior Contracts Superseded.** This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter of this Contract.



8.07 Time of Essence. Time is of the essence in this Contract.

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

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

8.10 Effective Date. This Contract shall be effective as of the date it is approved by the Round Rock City Council, which date is indicated beneath the City's signature below.

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

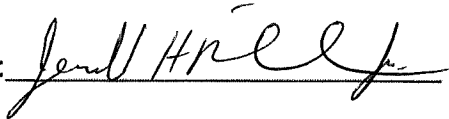
8.12 Signature Warranty Clause. The signatories to this contract represent and warrant that they have the authority to execute this Contract on behalf of Seller and Buyer, respectively.

The parties are signing this Contract on the dates indicated.

(signature page follows)

SELLER:

K-LO Holdings,
a Texas limited liability company

By: 

Its: owner

Date: 11-2-17

Address: 1850 NELSON RAVENHILL LOOP

CELANO PARK, TX 78613

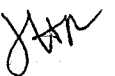
BUYER:

WILLIAMSON COUNTY, TEXAS

BY: _____
Dan A. Gattis, County Judge

Address: 710 Main St., Suite 101
Georgetown, Texas, 78626

Date: _____



TRAIL EASEMENT

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

§
§ **KNOW ALL BY THESE PRESENTS:**
§

That K-Lo Holdings, LLC, a Texas limited liability company, and their successors and assigns, (“Grantor”, whether one or more), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration paid by the WILLIAMSON COUNTY, TEXAS, a home-rule municipality situated in the County of Williamson and State of Texas (“Grantee”), the receipt and sufficiency of which is hereby acknowledged, does hereby GRANT, SELL and CONVEY unto Grantee certain rights and interests in the nature of a public trail easement, for the benefit of the general public, in the form of recreational trails over and across the below-described property, for use by the public for the purpose of walking, running, hiking, bicycling, or traversing over, upon and across, and otherwise using such trails; together with the express right to construct such recreational trails and associated facilities and maintain the easement area by clearing and removing vegetation, silt and debris therefrom, in, upon, over, under, above and across the below-described property:

All of that certain 0.162 acre tract of land, being out of Lot 2, Block 1 of the Town and Country Square Subdivision recorded in Cabinet F, Slide 290 of the Plat Records, out of the J. M. Harrell Survey, Abstract No. 284, Williamson County, Texas; being more fully described by metes and bounds in Exhibit “A”, attached hereto and incorporated herein (**Parcel 4**) (the “Easement”),

The perpetual easement, rights-of-way, rights and privileges herein granted shall be used for the purposes of location, placement, relocation, construction, operation, enlargement, maintenance, alteration, repair, rebuilding, removal and patrol of public recreational trail facilities, public trail materials and related appurtenances, equipment and signage.

This conveyance is made and accepted subject to any and all conditions and restrictions, if any, relating to the hereinabove described property to the extent, and only to the extent, that the same may still be in force and effect and shown of record in the office of the County Clerk of Williamson County, Texas.

Except as otherwise noted, the easements, rights and privileges herein granted shall be perpetual, provided however that said easements, rights, and privileges shall cease and revert to Grantor in the event the facilities are abandoned, or shall cease to be used, for a period of five (5) consecutive years.

The easements, rights and privileges granted herein are exclusive, and Grantor covenants that they will not convey any future easement or conflicting rights within the premises covered by this grant, unless otherwise specified herein, without the express written consent of Grantee,

which consent shall not be unreasonably withheld. Grantee shall have the right to review any proposed easement or conflicting use of the easement to determine the effect, if any, on the facilities contemplated herein. Prior to granting its consent for other easements, Grantee may require reasonable safeguards to protect the integrity of the facilities thereon. As required by this paragraph, express written consent of Grantee shall be obtained by Grantor in the following manner: advance written notice must be given by certified mail to the (1) City of Round Rock City Manager at 221 East Main Street, Round Rock, Texas 78664, and (2) City Engineer at 2008 Enterprise Drive, Round Rock, Texas 78664. Following receipt of such notice, the City of Round Rock shall have ten (10) days in which to respond in writing granting consent, conditioning consent upon reasonable safeguards, or denying consent.

Grantor reserves the right to grant additional easements for utility use across the Easement, but not longitudinally over the Easement, provided (1) crossings are made at not less than approximate 45° angle to the trail facilities; (2) sufficient clearance between facilities is maintained; and (3) such construction does not interfere with the access to, or with the operation, maintenance and safety of the Grantee's trail facilities, as reasonably determined by Grantee. If approval by City of Round Rock is required, then such approval shall not be unreasonably withheld.

Grantor further grants to Grantee:

- (a) the right to grade the Easement for the full width thereof and to extend the cuts and fills for such grading into and on the land along and outside the easement to such extent as Grantee may find reasonably necessary;
- (b) the right from time to time to trim and to cut down and clear away any and all trees and brush now or hereafter on the Easement and to trim and to cut down and clear away any trees on either side of the Easement which now or hereafter in the opinion of Grantee may be a hazard to any of the facilities, by reason of the danger of falling thereon or root infiltration therein, or which may otherwise interfere with the exercise of Grantee's rights hereunder, provided, however, that all trees which Grantee is hereby authorized to cut and remove, if valuable for timber or firewood, shall continue to be the property of Grantor, but all tops, lops, brush and refuse wood shall be removed by Grantee;
- (c) the right to mark the location of the Easement by suitable markers set in the ground; provided that such markers shall be placed in fences or other locations which will not interfere with any reasonable use Grantor shall make of the Easement;

Grantee hereby covenants and agrees:

- (a) Grantee shall promptly backfill any trench made by it on the Easement and repair any damage it shall do to Grantor's private roads or lanes on the lands;



- (b) To the extent allowed by law, Grantee shall indemnify Grantor against any loss and damage which shall be caused by the exercise of the rights of ingress and egress or by any wrongful or negligent act or omission of Grantee's agents or employees in the course of their employment.

Grantor also retains, reserves, and shall continue to enjoy the surface of such Easement for any and all purposes which do not interfere with and prevent the use by Grantee of the easement. Grantee shall not be responsible or liable for the removal, repair or damage to any property, structure, building, or other use inconsistent with the rights conveyed to Grantee by the easements; provided, however, before constructing any improvements, at least ten (10) days written notice shall be provided to Grantee of the general plans of the improvement to be constructed on the Easement, and Grantor must first obtain the consent and approval from Grantee of the construction and location of any improvements within the easements.

Grantee shall have the right and privilege at any and all times to enter said premises, or any part thereof, for the purpose of constructing and maintaining said facilities, all upon the condition that Grantee will at all times after doing work in connection with the construction or repair of said facilities restore the surface of said premises as nearly as is reasonably possible to the condition in which the same was in before the work was undertaken, considering the uses and purposes of the rights granted herein.

Grantor hereby dedicates the Easement as a trail easement for the purposes stated herein.

TO HAVE AND TO HOLD the rights and interests described unto Grantee and its successors and assigns, forever, and Grantor does hereby itself, and its successors and assigns, and legal representatives, to warrant and forever defend, all and singular, the above-described Easement and rights and interests unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming, or to claim same, or any part thereof, when the claim is by, through, or under Grantor, but not otherwise.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed this _____ day of _____, 2017.

[signature pages follow]



GRANTOR:

K-LO HOLDINGS, LLC,
a Texas limited liability company

By: [Signature]
Its: OWNER

Address: 1850 NELSON RANCH LOOP

CELANO PARK, TX 78613

Date: 11-2-17

ACKNOWLEDGMENT

THE STATE OF ~~TEXAS~~ Tennessee §
 §
COUNTY OF Davidson §

This instrument was acknowledged before me on this the 2nd day of the month of November, 2017, by Holly Frees, known by me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same in the capacity and for the purposes and consideration therein expressed.



[Signature]
Notary Public, State of ~~Texas~~ Tennessee

After recording please return to:

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

FIELD NOTES

FOR

A 0.162 ACRE, OR 7,043 SQUARE FEET MORE OR LESS, TRACT OF LAND, BEING OUT OF LOT 2, BLOCK 1 OF THE TOWN AND COUNTRY SQUARE SUBDIVISION RECORDED IN CABINET F, SLIDE 290 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, DESCRIBED IN CONVEYANCE TO K-LO HOLDINGS, LLC IN SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NO. 2014017768 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, OUT OF THE J.M. HARRELL SURVEY, ABSTRACT NO. 284, WILLIAMSON COUNTY, TEXAS. SAID 0.162 OF AN ACRE TRACT BEING MORE FULLY DESCRIBED AS FOLLOWS, WITH BEARINGS BASED ON THE NORTH AMERICAN DATUM OF 1983 (NA 2011) EPOCH 2010.00, FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE:

COMMENCING at a 3/8" iron rod found, on the north right-of-way line of R.M. 620, a variable width right-of-way, the southwest corner of Lot 3, Block 1 of the said Town and Country Square Subdivision, same being the southeast corner of said Lot 2, Block 1;

THENCE with the west line of said Lot 3, Block 1, same being the east line of said Lot 2, Block 1, N 00°32'25" E, a distance of 142.03 feet to a 1/2" iron with a yellow cap marked "Pape-Dawson" set, the **POINT OF BEGINNING** of the herein described tract;

THENCE N 83°30'42" W, departing the west line of said Lot 3, Block 1, through the interior of said Lot 2, Block 1, a distance of **195.71 feet** to a 1/2" iron with a yellow cap marked "Pape-Dawson" set, on the east line of Lot 1, Block 1 of said Town and Country Square Subdivision, the west line of said Lot 2, Block 1, from which a 1/2" iron rod found, on the north right-of-way line of the aforementioned R.M. 620, the southeast corner of said Lot 1, Block 1, same being the southwest corner of said Lot 2, Block 1 bears S 02°23'35" E, a distance of 177.69 feet;

THENCE N 02°23'35" W, with the east line of said Lot 1, Block 1, same being the west line of said Lot 2, Block 1, a distance of **52.20 feet** to a 1/2" iron with a yellow cap marked "Pape-Dawson" set, on the centerline of Brushy Creek, the northeast corner of said Lot 1, Block 1, same being the northwest corner of said Lot 2, Block 1;

THENCE with the centerline of said Brushy Creek, same being the north line of said Lot 2, Block 1, the following two (2) courses and distances:

1. S 74°23'44" E, a distance of **177.58 feet** to a 1/2" iron with a yellow cap marked "Pape-Dawson" set, and

JDM

0.162 of an Acre
Job No. 50867-00
Page 2 of 2

2. **S 89°38'44" E**, a distance of **25.86 feet** to a ½" iron with a yellow cap marked "Pape-Dawson" set, the northwest corner of the aforementioned Lot 3, Block 1, same being the northeast corner of said Lot 2, Block 1;

THENCE: **S 00°32'25" W**, departing the centerline of Brushy Creek, with the west line of said Lot 3, Block 1, same being the east line of said Lot 2, Block 1, a distance of **26.35 feet** to the **POINT OF BEGINNING** and containing 0.162 of an acre in Williamson County, Texas. Said tract being described in accordance with an exhibit prepared by Pape Dawson Engineers, Inc. under Job No. 50867-00.

PREPARED BY: Pape-Dawson Engineers, Inc.

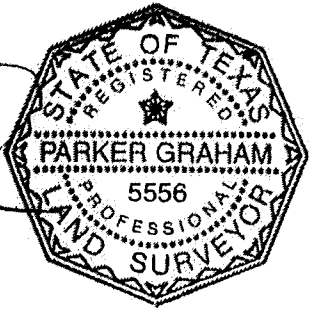

DATE: May 26, 2017

JOB No.: 50867-00

DOC.ID.: H:\survey\CIVIL\50867-00\Word\R058794-K-LO HOLDINGS.docx

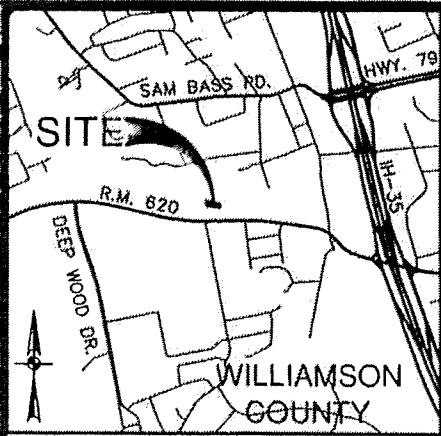
TBPE Firm Registration #470

TBPLS Firm Registration #100288-01



The seal is an octagonal stamp with a star in the center. The text around the star reads "STATE OF TEXAS REGISTERED" at the top and "LAND SURVEYOR" at the bottom. In the middle, it says "PARKER GRAHAM" and "5556".

Jan



LOCATION MAP

NOT-TO-SCALE

LEGEND:

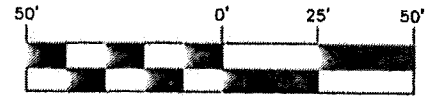
- D.R. DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.P.R. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.R. OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
- P.R. PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
- FD. FOUND
- I.R. IRON ROD

NOTES:

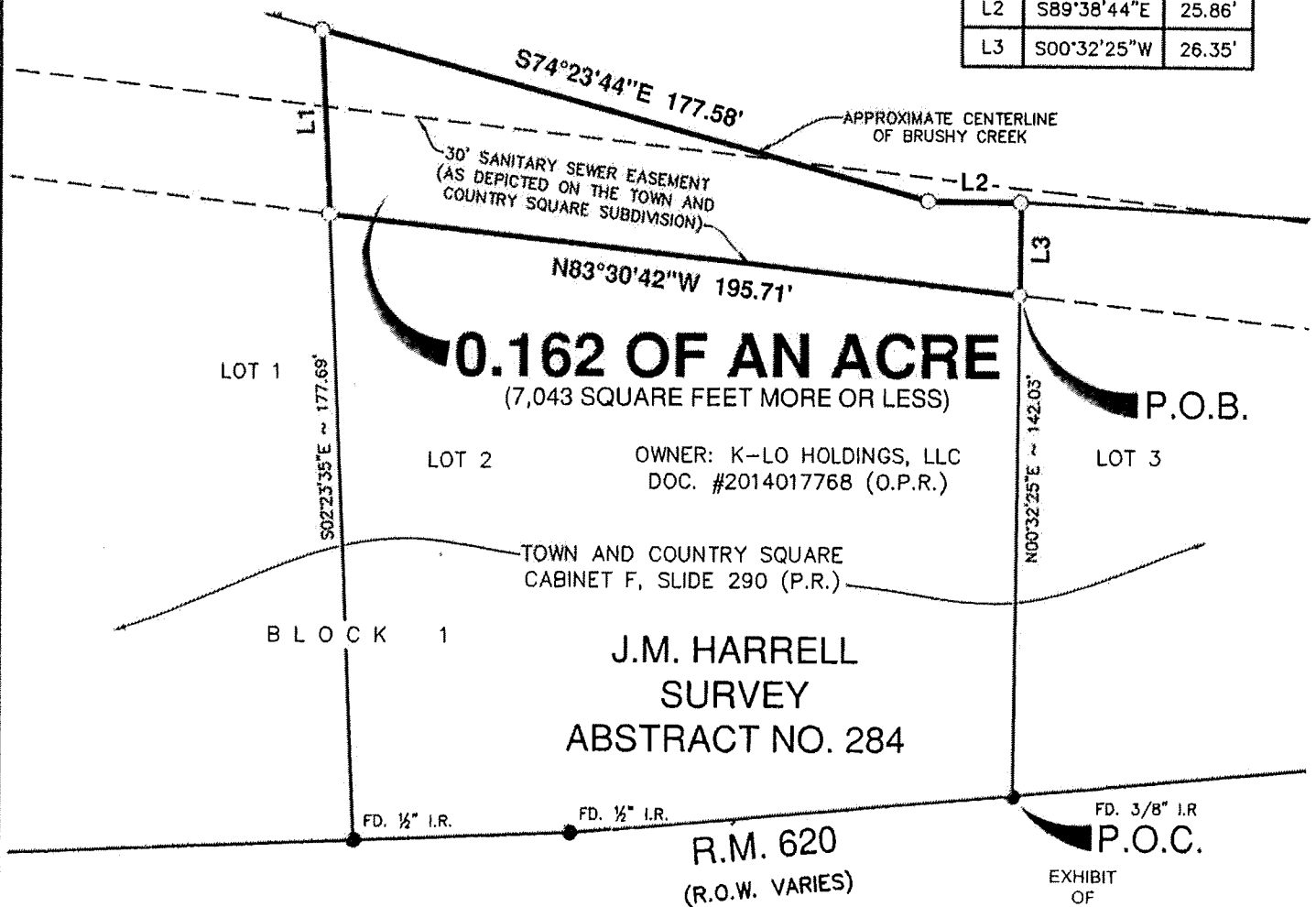
1. THE PROFESSIONAL SERVICES PROVIDED HERewith INCLUDE THE PREPARATION OF A FIELD NOTE DESCRIPTION.
2. THE BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE FROM THE NORTH AMERICAN DATUM OF 1983 NAD 83 (NA2011) EPOCH 2010.00.



1 inch = 50'



LINE TABLE		
LINE	BEARING	LENGTH
L1	N02°23'35"W	52.20'
L2	S89°38'44"E	25.86'
L3	S00°32'25"W	26.35'

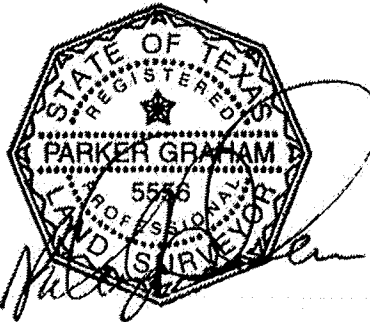


0.162 OF AN ACRE
(7,043 SQUARE FEET MORE OR LESS)

OWNER: K-LO HOLDINGS, LLC
DOC. #2014017768 (O.P.R.)

**J.M. HARRELL
SURVEY
ABSTRACT NO. 284**

A 0.162 ACRE, OR 7,043 SQUARE FEET MORE OR LESS, TRACT OF LAND, BEING OUT OF LOT 2, BLOCK 1 OF THE TOWN AND COUNTRY SQUARE SUBDIVISION RECORDED IN CABINET F, SLIDE 290 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, DESCRIBED IN CONVEYANCE TO K-LO HOLDINGS, LLC IN SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NO. 2014017768 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, OUT OF THE J.M. HARRELL SURVEY, ABSTRACT NO. 284, WILLIAMSON COUNTY, TEXAS.



**PAPE-DAWSON
ENGINEERS**

AUSTIN | SAN ANTONIO | HOUSTON | FORT WORTH | DALLAS
7800 SHOAL CREEK BLVD, STE 220 W | AUSTIN, TX 78757 | 512.464.0711
T&PE FIRM REGISTRATION #470 | T&PLS FIRM REGISTRATION #10029801

MAY 26, 2017

JOB No.: 50867-00

SHEET 1 OF 1

jam

Date: May 26, 2017 2:47pm User ID: eharreca File: H:\Survey\CVL\50867-00\Exhibits\058794-K-LO HOLDINGS.dwg

Commissioners Court - Regular Session

39.

Meeting Date: 11/14/2017

CR 101 Contract

Submitted For: Charlie Crossfield

Submitted By: Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Real Estate Contract with Jonah Water Special Utility District for right of way needed on the CR 101 Project (Parcel 43). Road Bond Funding Source P-269

Background

Fiscal Impact

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

Attachments

Jonah Contract

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 11/09/2017

Reviewed By

Wendy Coco

Date

11/09/2017 09:55 AM

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

REAL ESTATE CONTRACT
CR 101 Right of Way—Parcel 43

THIS REAL ESTATE CONTRACT (“Contract”) is made by JONAH WATER SPECIAL UTILITY DISTRICT (referred to in this Contract as “Seller”) and WILLIAMSON COUNTY, TEXAS (referred to in this Contract as “Purchaser”), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

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

All of that certain 0.526 acre (approximately 22,890 Sq. Ft.) tract of land in the James C. Eaves Survey, Abstract No. 213, Williamson County, Texas; being more fully described by metes and bounds in Exhibit “A”, attached hereto and incorporated herein (**Parcel 43**);

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

ARTICLE II
PURCHASE PRICE

Purchase Price and Additional Compensation

2.01. The Purchase Price for the Property described in Exhibit “A”, any improvements on the Property, and any damage or cost of cure for the remaining property of Seller, shall be the sum of EIGHTEEN THOUSAND EIGHT HUNDRED FIFTY and 00/100 Dollars (\$18,850.00).

2.01A Any water lines or related water distribution system facilities owned by Seller and located on Parcel 43 are not being conveyed to Purchaser by this Agreement or the Deed. Seller acknowledges and agrees that this transaction is solely related to the real property acquisition and does not include any compensation due to Seller for relocation of facilities or, alternatively, an obligation for the Purchaser to relocate Seller’s facilities, as part of the CR 101 project, including any facilities located on Parcel 43.

Payment of Purchase Price and Additional Compensation

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

**ARTICLE III
PURCHASER'S OBLIGATIONS**

Conditions to Purchaser's Obligations

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

Miscellaneous Conditions

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

**ARTICLE IV
REPRESENTATIONS AND WARRANTIES
OF SELLER**

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

- (1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than as previously disclosed to Purchaser;
- (2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof;

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

**ARTICLE V
CLOSING
Closing Date**

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

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

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

- (a) General real estate taxes for the year of closing and subsequent years not yet due and payable;
- (b) Any exceptions approved by Purchaser pursuant to Article III hereof; and
- (c) Any exceptions approved by Purchaser in writing.

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

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

- (a) The boundary and survey exceptions shall be deleted;
- (b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and
- (c) The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable".
- (d) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

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

Prorations

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

Closing Costs

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

- (1) Owner's Title Policy and survey to be paid by Purchaser.
- (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.
- (3) All other closing costs shall be paid by Purchaser.
- (4) Attorney's fees paid by each respectively.

ARTICLE VI BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII BREACH BY PURCHASER

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

**ARTICLE VIII
MISCELLANEOUS**

Notice

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

Texas Law to Apply

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

Parties Bound

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

Legal Construction

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

Prior Agreements Superseded

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

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

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

Memorandum of Contract

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

Compliance

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

Effective Date

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

Counterparts

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

[signature page follows]

EXHIBIT "B"

Parcel 43

DEED
County Road 101 Right of Way

THE STATE OF TEXAS

§
§
§

COUNTY OF WILLIAMSON

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

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

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

All of that certain 0.526 acre (approximately 22,890 Sq. Ft.) tract of land in the James C. Eaves Survey, Abstract No. 213, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein **(Parcel 43)**

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

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

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

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

SELLER:

JONAH WATER SPECIAL UTILITY DISTRICT

By: Kenneth Jirasek

Printed Name: Kenneth Jirasek

Its: Board President

Date: October 27, 2017

Address: 801 Comanche Bluff Road

Taylor, Texas 76574

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Dan A. Gattis
County Judge

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

Date: _____

EXHIBIT A

County: Williamson
Highway: C.R. 101
Parcel: 43

PROPERTY DESCRIPTION FOR
PARCEL 43

DESCRIPTION OF A 0.526 ACRE (22,890 SQUARE FOOT) TRACT OF LAND SITUATED IN THE JAMES C. EAVES SURVEY, ABSTRACT NO. 213, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 2.065 ACRE TRACT OF LAND CONVEYED TO JONAH WATER SPECIAL UTILITY DISTRICT BY INSTRUMENT RECORDED IN DOCUMENT NO. 2006102636 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.526 ACRE (22,890 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING FOR REFERENCE at 1/2" iron rod with plastic surveyors cap stamped "RPLS 4249" found in the existing southerly Right-of-Way (ROW) line of County Road (C.R.) 368 (variable width ROW), being the northeasterly corner of said 2.065 acre tract, same being the most northerly northwesterly corner of the remainder of that called 110.706 acre tract of land conveyed to Doris M. Fuchs, Et. Al. by instrument recorded in Document No. 2003077036 and Document No. 2005071194 (Tract Two) both of the Official Public Records of Williamson County, Texas;

THENCE, departing said remainder of 110.706 acre tract, with the common boundary line of said 2.065 acre tract and said existing southerly ROW line of C.R. 368, S 66°30'32" W for a distance of 200.28 feet to an iron rod with aluminum cap stamped "WILCO ROW 5050" set, 85.00 feet right of proposed County Road baseline station 184+31.45, having grid coordinates of N=10,192,769.28, E =3,186,821.96, in the proposed easterly ROW line of C.R. 101 (variable width ROW), for the northeasterly corner of and **POINT OF BEGINNING** of the herein described tract;

THENCE, departing said existing southerly ROW line of C.R. 368, through the interior of said 2.065 acre tract, with said proposed easterly ROW line, the following two (2) courses:

1. S 22°47'14" W for a distance of 35.36 feet to an iron rod with aluminum cap stamped "WILCO ROW 5050" set, 60.00 feet right of proposed C.R. 101 baseline station 184+06.45, for an angle point;
2. S 22°12'46" E for a distance of 275.68 feet to an iron rod with aluminum cap stamped "WILCO ROW 5050" set 60.00 feet right of proposed C.R. 101 baseline station 181+30.77 in the southerly boundary line of said 2.065 acre tract, same being the northerly boundary line of said remainder of 110.706 acre tract, for the southeasterly corner of the herein described tract, and from which an iron rod with plastic surveyors cap stamped "RPLS 4249" found, being the southeasterly corner of said 2.065 acre tract, same being an ell corner in said northerly boundary line of remainder of 110.706 acre tract, bears N 66°28'55" E at a distance of 224.37 feet;
3. THENCE, departing said proposed easterly ROW line, with the common boundary line of said 2.065 acre tract and said remainder of 110.706 acre tract, S 66°28'55" W, for a distance of 75.77 feet to an iron rod with plastic surveyors cap stamped "RPLS 4249" found in the existing easterly ROW line of C.R. 101 (variable width ROW) for the southwesterly corner of said 2.065 acre tract, same being the most southerly northwesterly corner of said remainder of 110.706 acre tract, for the southwesterly corner of the herein described tract;
4. THENCE, with the common boundary line of said 2.065 acre tract and said existing easterly ROW line of C.R. 101, N 22°01'14" W for a distance of 300.18 feet to an iron rod found within the existing pavement of said C.R. 101, at the intersection of said existing easterly ROW line of C.R. 101 and the existing southerly ROW line of C.R. 368, for the northwesterly corner of said 2.065 acre tract and the herein described tract;

5. THENCE, with the common boundary line of said 2.065 acre tract and said existing southerly ROW line of C.R. 368, N 66°30'32" E for a distance of 99.76 feet to the POINT OF BEGINNING, containing 0.526 acres (22,890 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

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

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

That I, Lawrence M. Russo, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

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

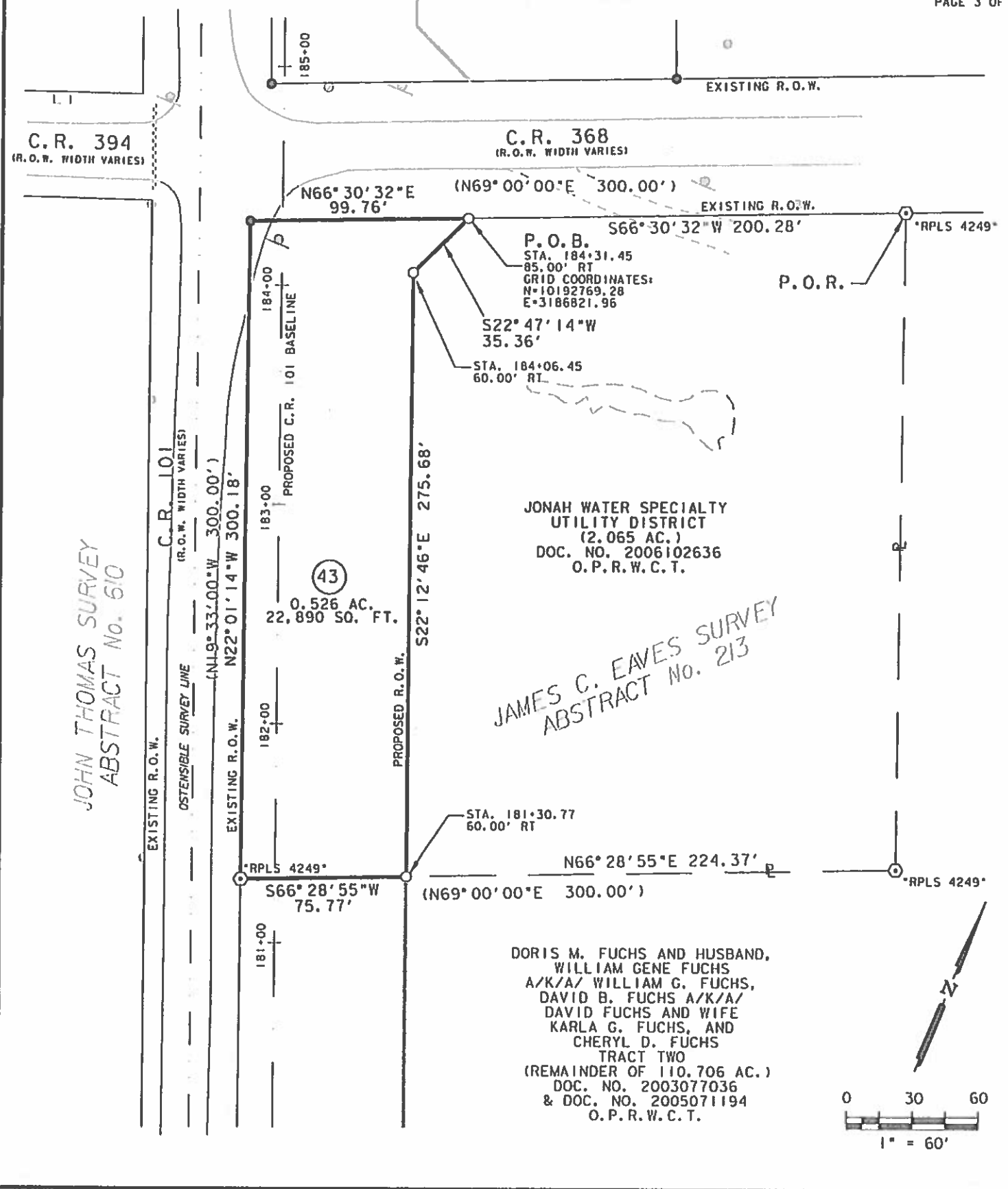
Lawrence M. Russo

11/18/2016

Lawrence M. Russo
Registered Professional Land Surveyor No. 5050
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681



PLAT TO ACCOMPANY PARCEL DESCRIPTION



JOHN THOMAS SURVEY
ABSTRACT No. 610

C.R. 101
(R.O.W. WIDTH VARIES)

OSTENSIBLE SURVEY LINE

(N19°33'00\"/>

N22°01'14\"/>

PROPOSED C.R. 101 BASELINE

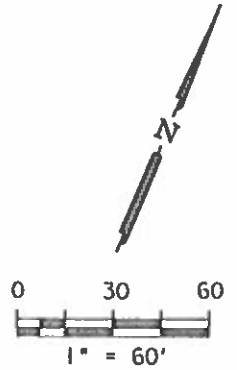
43

0.526 AC.
22,890 SQ. FT.

JAMES C. EAVES SURVEY
ABSTRACT No. 213

JONAH WATER SPECIALTY
UTILITY DISTRICT
(2.065 AC.)
DOC. NO. 2006102636
O.P.R.W.C.T.

DORIS M. FUCHS AND HUSBAND,
WILLIAM GENE FUCHS
A/K/A/ WILLIAM G. FUCHS,
DAVID B. FUCHS A/K/A/
DAVID FUCHS AND WIFE
KARLA G. FUCHS, AND
CHERYL D. FUCHS
TRACT TWO
(REMAINDER OF 110.706 AC.)
DOC. NO. 2003077036
& DOC. NO. 2005071194
O.P.R.W.C.T.



INLAND LLC
GEODETICS LLC
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103

PARCEL PLAT SHOWING PROPERTY OF
JONAH WATER SPECIALTY
UTILITY DISTRICT

PARCEL 43

LEGEND

PLAT TO ACCOMPANY PARCEL DESCRIPTION

✱	FENCE CORNER POST FOUND	ε	CENTER LINE
●	1/2" IRON ROD FOUND UNLESS NOTED	ε	PROPERTY LINE
⊙	1/2" IRON ROD FOUND W/PLASTIC CAP	()	RECORD INFORMATION
⊕	COTTON GIN SPINDLE FOUND	— —	LINE BREAK
⊙	1/2" IRON PIPE FOUND UNLESS NOTED	∩	DENOTES COMMON OWNERSHIP
X	X CUT FOUND	P.O.B.	POINT OF BEGINNING
▲	60/D NAIL FOUND	P.O.R.	POINT OF REFERENCE
△	CALCULATED POINT	N.T.S.	NOT TO SCALE
○	1/2" IRON ROD W/ ALUMINUM CAP STAMPED "WILCO-ROW-5050" SET (UNLESS NOTED OTHERWISE)	D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
		O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
		O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
		P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS

1) All bearings shown hereon are based on grid bearing. All distances are surface distances. Coordinates are surface values based on the Texas State Plane Coordinate System, NAD 83, Central Zone.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. 1642492-GTN, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE NOVEMBER 1, 2016, ISSUE DATE NOVEMBER 9, 2016.

- I. RESTRICTIVE COVENANTS: DOCUMENT NO. 2006102635, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.
- 10E. EASEMENT TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOLUME 283, PAGE 480, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- F. EASEMENT TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOLUME 288, PAGE 437, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- G. EASEMENT TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOLUME 355, PAGE 548, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CANNOT BE LOCATED.
- H. EASEMENT TO JONAH WATER CORPORATION, RECORDED IN VOLUME 563, PAGE 510, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CANNOT BE LOCATED.
- I. TERMS, CONDITIONS, AND STIPULATIONS IN THE AGREEMENT, RECORDED IN DOCUMENT NO. 2010082110 AND DOCUMENT NO. 2010082223, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.
- J. NOTICE REGARDING ORDINANCE 2010-45, RECORDED IN DOCUMENT NO. 2010083176, THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS.
- K. INCLUSION WITHIN THE LOWER BRUSHY CREEK WATER CONTROL & IMPROVEMENT DISTRICT, SUBJECT TO IF APPLICABLE.

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

Lawrence M. Russo 11/18/2016
 LAWRENCE M. RUSSO DATE
 REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5050
 INLAND GEODETICS, LLC
 FIRM REGISTRATION NO. 100591-00
 1504 CHISHOLM TRAIL ROAD, SUITE 103
 ROUND ROCK, TEXAS 78681



	ACRES	SQUARE FEET
ACQUISITION	0.526	22,890
CALC/DEED AREA	2.065	89,951
REMAINDER AREA	1.539	67,061



PARCEL PLAT SHOWING PROPERTY OF
**JONAH WATER SPECIALTY
 UTILITY DISTRICT**

PARCEL 43

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of CR 101.

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

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the 27th day of October 2017.

GRANTOR:

JONAH WATER SPECIAL UTILITY DISTRICT

By: 

Bill Brown
General Manager

ACKNOWLEDGMENT

STATE OF TEXAS

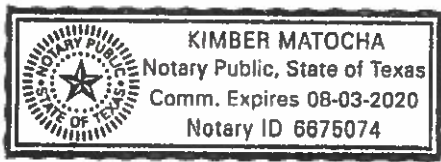
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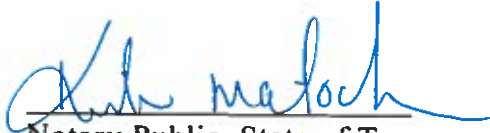
COUNTY OF WILLIAMSON

§

§

This instrument was acknowledged before me on this the 27th day of October, 2017 by Bill Brown, General Manager of Jonah Water Special Utility District, in the capacity and for the purposes and consideration recited therein.




Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

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

GRANTEE'S MAILING ADDRESS:

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

AFTER RECORDING RETURN TO:

Commissioners Court - Regular Session

40.

Meeting Date: 11/14/2017

Interlocal Agreement

Submitted For: Charlie Crossfield

Submitted By: Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an Interlocal Agreement between Williamson County and the City of Round Rock, Texas Regarding the Design and Construction of the North Mays Extension.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

North Mays ILA

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 11/09/2017

Reviewed By

Wendy Coco

Date

11/09/2017 09:55 AM

Started On: 11/09/2017 09:52 AM

**INTERLOCAL AGREEMENT BETWEEN WILLIAMSON COUNTY AND THE CITY
OF ROUND ROCK, TEXAS REGARDING THE DESIGN AND CONSTRUCTION
OF THE NORTH MAYS EXTENSION**

THIS INTERLOCAL AGREEMENT is made and entered into effective this 26th day of October, 2017, by and between WILLIAMSON COUNTY (the "County") and the CITY OF ROUND ROCK, TEXAS (the "City"), political subdivisions of the State of Texas.

WITNESSETH:

WHEREAS, V.T.C.A., Government Code, Chapter 791, the Texas Interlocal Cooperation Act, provides that any one or more public agencies may contract with each other for the performance of governmental functions or services for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the parties;

WHEREAS, the City and the County desire to construct a two-lane paved roadway known as the North Mays Extension from Paloma Drive to Oakmont Drive, with a four lane bridge, approximately 1,220 feet long, over Chandler Branch in Round Rock, Texas (the "Interim Project"), as shown on Exhibit "A"; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the undersigned parties agree as follows:

1. The City and the County have authorized and approved this Agreement by resolution or order adopted by their respective bodies, and this agreement will be in full force and effect when approved by each party.
2. The County agrees to construct the Interim Project as described in Exhibit "A", attached hereto and incorporated herein.
3. The County agrees to be responsible for all costs related to: (a) the design; (b) right of way acquisition, except any right of way being acquired by plat; (c) utility relocation, and (d) construction of the Interim Project, as shown on Exhibit "A".

4. The County's design engineer will prepare relocation plans for City-owned water and wastewater lines that is necessitated by conflicts with the construction of the Interim Project for approval by the City and County.
5. The County will be responsible for the relocation of City-owned water and wastewater lines necessitated by conflicts with the construction of the Interim Project. Construction of water and wastewater lines will be joint bid with the roadway construction plans for the Interim Project.
6. The City will contribute credits needed for fill within the Upper Brushy Creek Water Control and Improvement District Inundation Easement (the "Inundation Easement"). The County will not be responsible for any mitigation payments for any fill within the Inundation Easement.
7. The City agrees to allow the County to construct the Projects within the City limits.
8. The City consents to, acknowledges and authorizes the legal right and authority of the County, if necessary, to condemn right-of-way within the limits of the City, in relation to the Interim Project.
9. If it is necessary that the County obtain right-of-way within the limits of the City for the Interim Project, title to the right-of-way will be acquired in the name of the County and then transferred to the City upon completion of construction and acceptance of maintenance by the City.
10. The City agrees to be responsible for the operation and maintenance of the Project after completion and acceptance by the City.
11. The County agrees to consult and obtain the approval of City staff regarding Project design prior to award of a Project contract for construction.
12. Neither the City nor County waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.
13. This Agreement may not be amended or modified except in writing executed by both the City and Williamson County, and authorized by their respective governing bodies.

14. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the Parties shall be construed and enforced in accordance therewith. The Parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is their desire and intention that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, to give effect to the intent of this Agreement and be deemed to be validated and enforceable.
15. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed as of the date above first written, when all parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.
16. This Agreement shall commence upon execution of this Agreement and shall end upon the completion of the Projects and acceptance of the public improvements by City.
17. This Agreement is executed to be effective on the date the last Party signs this Agreement.
18. Each Party, 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 purpose.

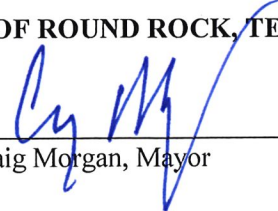
IN WITNESS WHEREOF, the Parties have executed and attested this Agreement by their officers thereunto duly authorized.

WILLIAMSON COUNTY

By: _____
Dan A. Gattis, County Judge

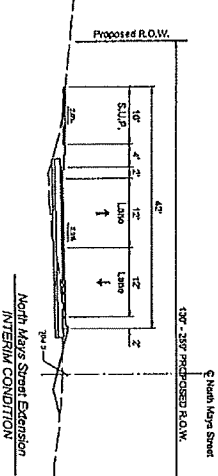
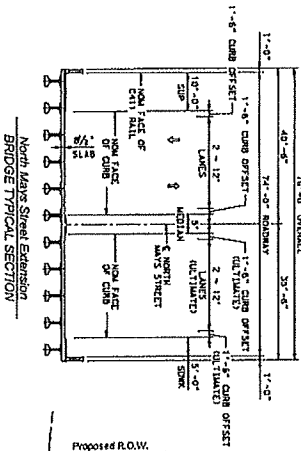
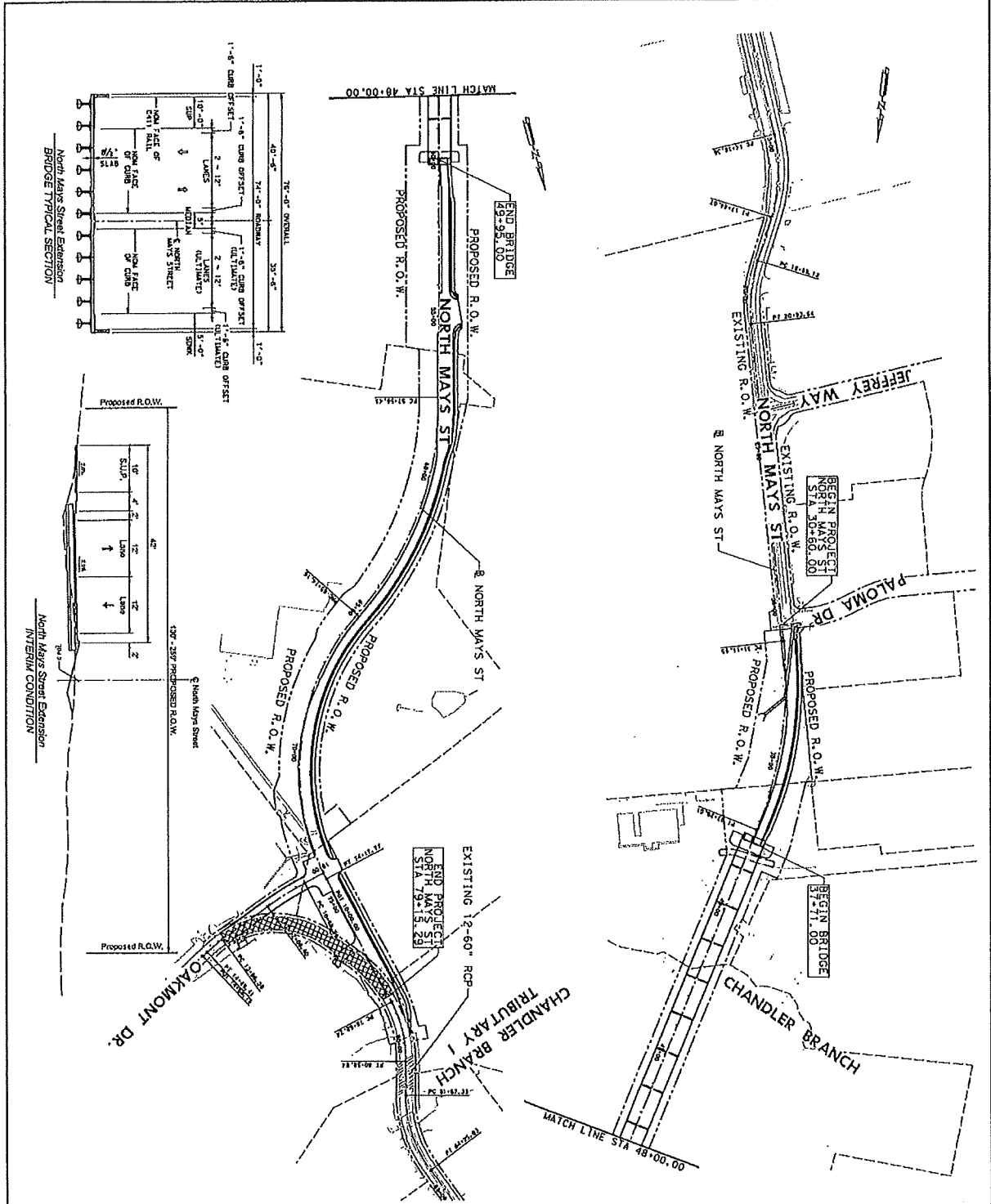
CITY OF ROUND ROCK, TEXAS

By: _____



Craig Morgan, Mayor

EXHIBIT A



NO.	DATE	REVISION

- LEGEND**
- EXISTING ROW
 - PROPOSED ROW
 - PROPOSED LINE
 - PROPOSED ROADWAY
 - 100'-1/8' FLOODPLAIN
 - REMOVAL
 - CONTROL POINT

0' 75' 150' 300'
SCALE: 1"=300'

THIS DOCUMENT IS PREPARED FOR THE PROJECT AUTHORITY BY THE ENGINEER. THE ENGINEER'S RESPONSIBILITY IS LIMITED TO THE DESIGN AND CONSTRUCTION OF THE PROJECT. THE ENGINEER DOES NOT WARRANT THE ACCURACY OF THE INFORMATION PROVIDED HEREIN.



LJA Engineering, Inc.

NORTH MAYS EXTENSION PROJECT LAYOUT

SECTION	DATE	REVISION AND PROJECT NO.	SHEET NO.
PT	5	-	3
DRWN	5	-	3
PT	TX	AJS	WILLIAMSON
CHKD	CONTROL	SECTION	008
EN	2X	-	WILLIAMSON

SHEET 1 OF 2

Commissioners Court - Regular Session

41.

Meeting Date: 11/14/2017

Allspaugh Contract

Submitted For: Charlie Crossfield

Submitted By: Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Real Estate Contract with Joel and Tricia Allspaugh for right of way needed on the extension of Oak Haven to Wind Ridge Cove. Funding Source Road & Bridge Transfer to Capital Projects 0200-0210-000777

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Allspaugh Contract

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 11/09/2017

Reviewed By

Wendy Coco

Date

11/09/2017 10:37 AM

Started On: 11/09/2017 10:22 AM

REAL ESTATE CONTRACT

THIS REAL ESTATE CONTRACT ("Contract") is made by JOEL ERIC ALLSPAUGH and TRICIA MATTHEWS-ALLSPAUGH (referred to in this Contract as "Seller") and WILLIAMSON COUNTY, TEXAS (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I PURCHASE AND SALE

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

All of that certain 0.99 acre tract of land out of Lot 2B, Lost River Ranches, Section Two, a Williamson County Subdivision recorded in Cabinet I, Slides 235-259, Plat Records of Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein; and

All of that certain 1.15 acre tract of land out of Lot 21, Cedar Hollow Crossing, a Williamson County Subdivision recorded in Cabinet J, Slides 338-353, Plat Records of Williamson County, Texas; being more fully described by metes and bounds in Exhibit "B", attached hereto and incorporated herein;

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

ARTICLE II PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property described in Exhibits "A-B", any improvements on the Property, and any damage to or cost to cure for the remaining property of Seller shall be the sum of SIXTY-EIGHT THOUSAND FIVE HUNDRED and 00/100 Dollars (\$68,500.00).

Payment of Purchase Price

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

**ARTICLE III
PURCHASER'S OBLIGATIONS**

Conditions to Purchaser's Obligations

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

Miscellaneous Conditions

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

**ARTICLE IV
REPRESENTATIONS AND WARRANTIES
OF SELLER**

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

- (1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than as previously disclosed to Purchaser;
- (2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof;

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

**ARTICLE V
CLOSING
Closing Date**

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

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

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

- (a) General real estate taxes for the year of closing and subsequent years not yet due and payable;
- (b) Any exceptions approved by Purchaser pursuant to Article III hereof; and
- (c) Any exceptions approved by Purchaser in writing.

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

- (a) The boundary and survey exceptions shall be deleted;
- (b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and
- (c) The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable".
- (d) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

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

Prorations

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

Closing Costs

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

- (1) Owner's Title Policy and survey to be paid by Purchaser.
- (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.
- (3) All other closing costs shall be paid by Purchaser.
- (4) Attorney's fees paid by each respectively.

ARTICLE VI BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII BREACH BY PURCHASER

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

**ARTICLE VIII
MISCELLANEOUS**

Notice

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

Texas Law to Apply

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

Parties Bound

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

Legal Construction

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

Prior Agreements Superseded

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

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

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

Memorandum of Contract

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

Compliance

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

Effective Date

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

Counterparts

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

[signature page follows]

SELLER:

Joel Eric Allspaugh Address: 2840 DAK HAVEN CIR
Joel Eric Allspaugh GEORGETOWN, TX 78628

Date: _____

Tricia Matthews Allspaugh Address: 2840 Dak Haven Cir.
Tricia Matthews-Allspaugh Georgetown, TX 78628

Date: 11/3/17

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Dan A. Gattis
County Judge

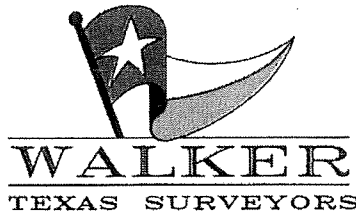
Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date: _____

EXHIBIT "A"

WTS Job#075035

0.99 acre



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

PERIMETER DESCRIPTION OF A 0.99 ACRE TRACT OF LAND, OUT OF LOT 2B, LOST RIVER RANCHES, SECTION TWO, A WILLIAMSON COUNTY SUBDIVISION RECORDED IN CABINET I, SLIDES 235-259, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod with yellow cap inscribed "Exacta 10193731" found in the north line of Lot 21, Cedar Hollow Crossing, a Williamson County subdivision recorded in Cabinet J, Slides 338-353, of said plat records, for the southwest corner of said Lot 2B and this tract;

THENCE: into and across said Lot 2B with the following three (3) courses:

1. 62.57 feet with a curve to the left, having a radius of 77.00 feet and a chord that bears N 44°33'19" E 60.86 feet to a 1/2 inch iron rod with cap inscribed "Walker 5283" set,
2. N 21°16'33" E 194.62 feet to a 1/2 inch iron rod with cap inscribed "Walker 5283" set,
3. 53.64 feet with a curve to the left, having a radius of 77.00 feet and a chord that bears N 01°19'04" E 52.56 feet to a 1/2 inch iron rod found for an interior ell corner in said Lot 2B, and for the southeast corner of Lot 2A of said Lost River Ranches subdivision;

THENCE: with the common east line of said Lot 2A and the west line of said Lot 2B and this tract the following two (2) courses:

1. N 18°38'25" W 415.51 feet to a 5/8 inch iron rod found in the south line of Wind Ridge Cove, a 50 foot roadway easement as shown and described on said Lost River Ranches subdivision plat,
2. N 18°38'25" W 25.00 feet to a point in the center of said roadway easement, for the northwest corner of said Lot 2B and this tract;

THENCE: N 71°17'34" E 60.00 feet with the north Line of said Lot 2B and with the center of said roadway easement to a point for the northeast corner of this tract;

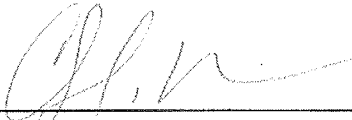
THENCE: into and across said Lot 2B with the following four (4) courses:

1. S 18°38'25" E 25.00 feet to a 1/2 inch iron rod with cap inscribed "Walker 5283" set on the south line of said roadway easement, from which a 1/4 inch iron rod found for the northeast corner of said Lot 2B bears N 71°17'44" E 132.59 feet,
2. S 18°38'25" E 415.58 feet to a 1/2 inch iron rod with cap inscribed "Walker 5283" set,

3. 95.44 feet with a curve to the right, having a radius of 137.00 feet and a chord that bears S 01°19'04" W 93.52 feet to a 1/2 inch iron rod with cap inscribed "Walker 5283" set,
4. S 21°16'33" W 172.43 feet to a 1/2 inch iron rod with cap inscribed "Walker 5283" set in the south line of said Lot 2B, same being the north line of said Lot 21, for the southeast corner of this tract, from which a 1/4 inch iron rod found for an angle point in the south line of said Lot 2B bears N 68°22'45" E 69.20 feet;

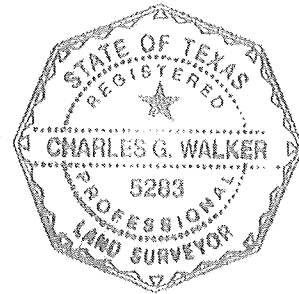
THENCE: S 68°22'45" W 114.74 feet with the common south line of said Lot 2B and the north line of said Lot 21 to the Point of Beginning.

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



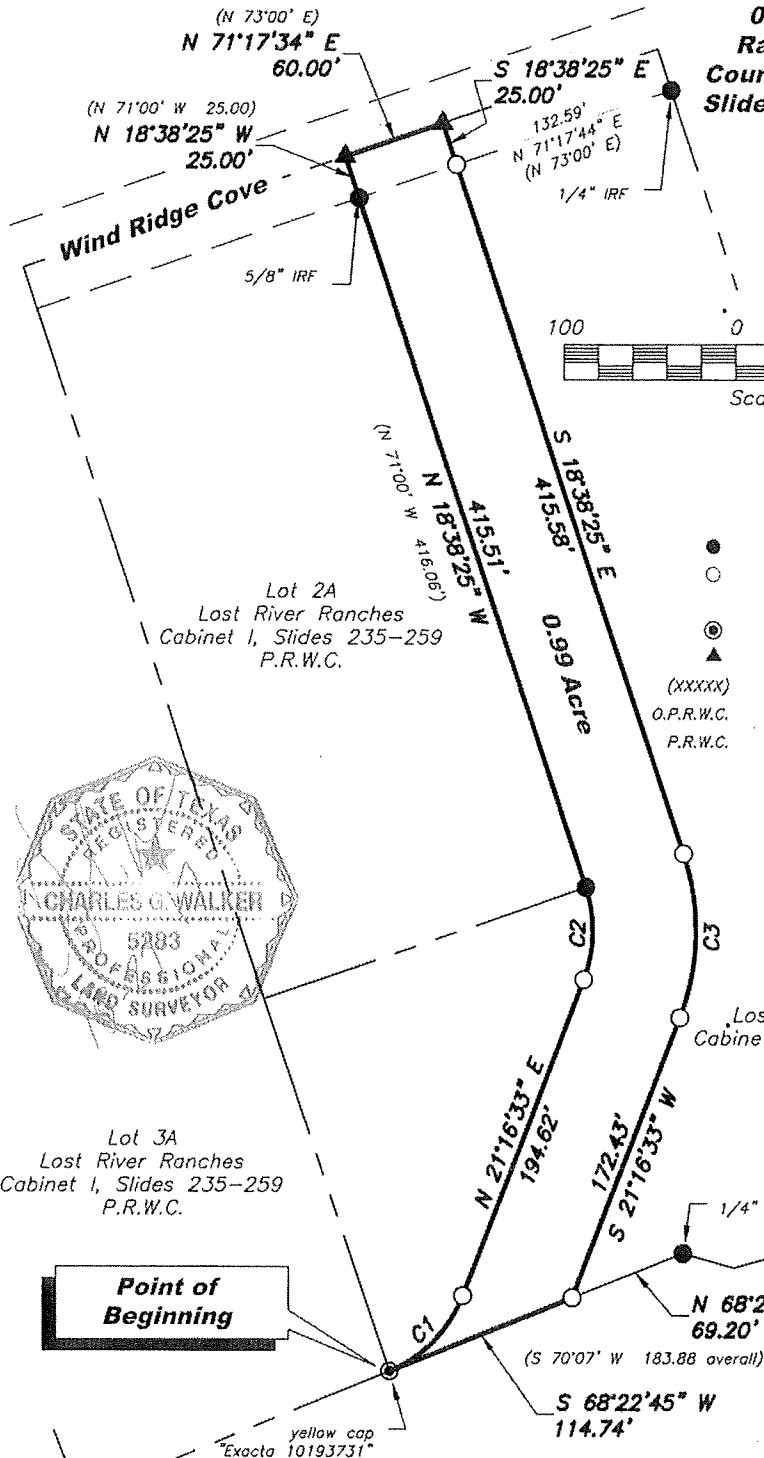
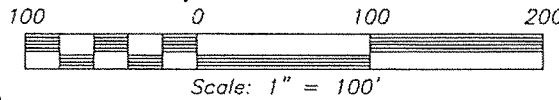
Charles G. Walker
R.P.L.S. Number 5283

October 27, 2017 = Date of Field Survey

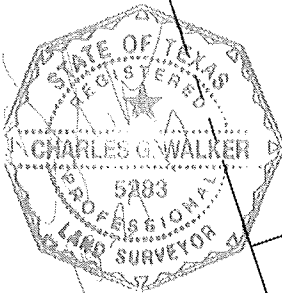


**Sketch to Accompany Field Notes for
0.99 acre out of Lot 2B, Lost River
Ranches, Section Two, a Williamson
County subdivision recorded in Cabinet I,
Slides 235-259. Plat Reords of Williamson
County, Texas**

Bearings cited hereon
based on Grid North
Texas State Plane
Coordinate System
Central Zone (NAD83)



- 1/2 inch iron rod found (unless otherwise noted)
- 1/2 inch iron rod with yellow cap inscribed "WALKER 5283" set
- ⊙ 1/2 inch iron rod with cap found corner
- ▲ corner
- (XXXXX) Record data per Cabinet I, Slides 235-259 P.R.W.C.
- O.P.R.W.C. Official Public Records Williamson County
- P.R.W.C. Plat Records Williamson County



Lot 3A
Lost River Ranches
Cabinet I, Slides 235-259
P.R.W.C.

Lot 2B
Lost River Ranches
Cabinet I, Slides 235-259
P.R.W.C.

Lot 21
Cedar Hollow Crossing
Cabinet J, Slides 338-353
P.R.W.C.

Point of Beginning

Curve Table					
Curve #	Delta	Length	Radius	Chord Bearing	Distance
C1	46°33'33"	62.57'	77.00'	N 44°33'19" E	60.86'
C2	39°54'57"	53.64'	77.00'	N 1°19'04" E	52.56'
C3	39°54'57"	95.44'	137.00'	S 1°19'04" W	93.52'

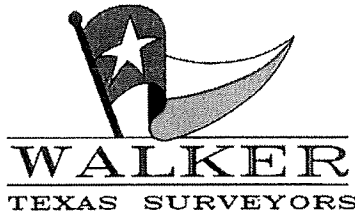
WALKER
TEXAS SURVEYORS

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

EXHIBIT "B"

WTS Job#075035

1.15 Acres



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

PERIMETER DESCRIPTION OF A 1.15 ACRE TRACT OF LAND, OUT OF LOT 21, CEDAR HOLLOW CROSSING, A WILLIAMSON COUNTY SUBDIVISION RECORDED IN CABINET J, SLIDES 338-353, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a cotton gin spindle found in the east line of Lot 20A, Block A, Final Plat of a Replat of Cedar Hollow Crossing Lot 20, Block A, a Williamson County subdivision recorded as Document No. 2014085305 of the Official Public Records of Williamson County, Texas, for the southwest corner of said Lot 21, from which a cotton gin spindle found for the southeast corner of said Lot 20A bears S 18°52'10" E 55.37 feet;

THENCE: with the east line of said Lot 20A, same being the west line of said Lot 21 and this tract the following two courses:

1. N 18°45'15" W 286.89 feet to a 1/2 inch iron rod found,
2. N 02°26'38" E 334.62 feet to a 1/2 inch iron rod found for an angle point in the south line of Lot 3A, Lost River Ranches, Section Two, a Williamson County subdivision recorded in Cabinet I, Slides 235-259 of said plat records, same being the northeast corner of said Lot 20A and the northwest corner of said Lot 21 and this tract;

THENCE: with the north line of said Lot 21 and this tract the following two (2) courses:

1. N 67°50'05" E 180.44 feet with the south line of said Lot 3A to a 1/2 inch iron rod with plastic cap inscribed "Exacta 10193731" found for the southeast corner of said Lot 3A, and for the southwest corner of Lot 2B of said Lost River Ranches subdivision,
2. N 68°22'45" E 114.74 feet continuing with the south line of said Lot 2B to a 1/2 inch iron rod with cap inscribed "Walker 5283" set, from which a 1/4 inch iron rod found for an angle point in said Lot 21 bears N 68°22'45" E 69.20 feet;

THENCE: into and across said Lot 21 the following six (6) courses:

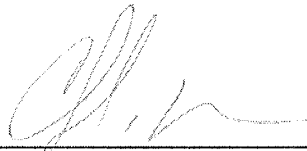
1. S 21°16'33" W 22.19 feet to a 1/2 inch iron rod with cap inscribed "Walker 5283" set,
2. 111.33 feet with a curve to the right, having a radius of 137.00 feet, and a chord that bears S 44°33'19" W 108.29 feet to a 1/2 inch iron rod with cap inscribed "Walker 5283" set,
3. S 67°50'05" W 92.51 feet to a 1/2 inch iron rod with cap inscribed "Walker 5283" set,

4. 87.88 feet with a curve to the left, having a radius of 77.00 feet, and a chord that bears S 35°08'22" W 83.19 feet to a 1/2 inch iron rod with cap inscribed "Walker 5283" set,
5. S 02°26'38" W 235.44 feet to a 1/2 inch iron rod with cap inscribed "Walker 5283" set,
6. S 18°46'22" E 273.95 feet to a 1/2 inch iron rod with cap inscribed "Walker 5283" set in the south line of said Lot 21 for the southeast corner of this tract;

THENCE: with the south line of said Lot 21 and this tract the following two (2) courses:

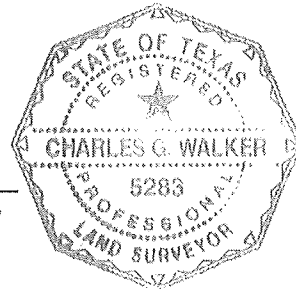
1. S 68°09'48" W 35.10 feet to a 5/8 inch iron rod found for the northeast corner of Oak Haven Circle, a 50 foot wide roadway as described on said Cedar Hollow Crossing subdivision plat,
2. S 71°37'10" W 25.04 feet with the northerly termination of said Oak Haven Circle to the Point of Beginning.

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



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

October 27, 2017 = Date of Field Survey



**Sketch to Accompany Field Notes for
1.15 acres out of Lot 21, Cedar Hollow
Crossing, a Williamson County
subdivision recorded in Cabinet J,
Slides 338-353. Plat Reords of
Williamson County, Texas**

Lot 3A
Lost River Ranches
Cabinet I, Slides 235-259
P.R.W.C.

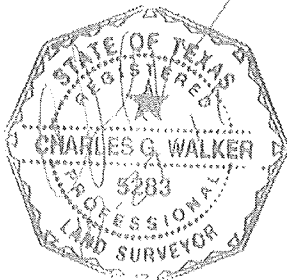
Lot 2B
Lost River Ranches
Cabinet I, Slides 235-259
P.R.W.C.

Lot 20A, Block A
Final Plat of a Replat of
Cedar Hollow Crossing Lot
20, Block A
Document No. 2014085305
O.P.R.W.C.

Lot 21
Cedar Hollow Crossing
Cabinet J, Slides 338-353
P.R.W.C.

- ★ cotton gin spindle found
- 1/2 inch iron rod found (unless otherwise noted)
- 1/2 inch iron rod with yellow cap inscribed "WALKER 5283" set
- ⊙ 1/2 inch iron rod with cap found
- (XXXXX) Denotes record data per Cabinet J, Slides 338-353 P.R.W.C.
- O.P.R.W.C. Official Public Records Williamson County
- P.R.W.C. Plat Records Williamson County

Curve Table					
Curve #	Delta	Length	Radius	Chord Bearing	Distance
C1	46°33'33"	111.33'	137.00'	S 44°33'19" W	108.29'
C2	65°23'28"	87.88'	77.00'	S 35°08'22" W	83.19'



Point of Beginning

Lot 22
Cedar Hollow Crossing
Cabinet J, Slides 338-353
P.R.W.C.

Sheet 3 of 3

WALKER
TEXAS SURVEYORS

P.O. Box 324
Cedar Park, Texas 78630-0324
Phone (512) 259-3361
TBPLS Firm #10103800
Job #075035

Commissioners Court - Regular Session

42.

Meeting Date: 11/14/2017

ROE Georgetown

Submitted For: Dan Gattis

Submitted By: Hal Hawes, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Right of Entry Agreement between Williamson County and the City of Georgetown in order to allow the City of Georgetown to conduct land surveying, topographical, engineering, environmental and geotechnical studies within specified linear areas of Williamson County's Berry Springs Park and Preserve.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

[ROE Agreement Berry Springs Park](#)

[Exhibit A of ROE Agreement](#)

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Hal Hawes

Final Approval Date: 11/08/2017

Reviewed By

Wendy Coco

Date

11/08/2017 02:41 PM

Started On: 11/08/2017 01:20 PM

Right of Entry Agreement

Williamson County, Texas, a political subdivision of the State of Texas, (“County”) hereby grants permission to City of Georgetown, Texas, a Texas home-rule municipal corporation, (City) for use of the linear area of real property located within the County’s Berry Springs Park and Preserve that is specifically depicted in the attached Exhibit “A”, which is incorporated herein by reference, for work which may include land surveying, topographical, engineering, environmental, and geotechnical studies. County is only granting permission to use the linear areas depicted in Exhibit “A” and all other areas within County’s Berry Springs Park and Preserve are not subject to this Right of Entry Agreement and City has no rights as to such other areas.

County’s grant of permission to City for use of the above described real property is subject to remuneration on demand for physical damages actually done by City or any of City’s representatives, agents, employees, contractors, suppliers, service providers or consultants and City hereby acknowledges and agrees to pay County for such damages. Damages will be submitted in writing to City and must be paid within thirty (30) calendar days from the date of the written claim and demand for payment.

Prior to commencing any field work, studies or tests under this Right of Entry Agreement, City shall require its contractors, suppliers, service providers and/or consultants to obtain Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of \$1.0 Million per occurrence and \$2.0 Million in the aggregate and name County as an additional insured under such coverage. Furthermore, City shall not allow any of its contractors, suppliers, service providers and/or consultants to commence work to be performed in connection with this Right of Entry Agreement until all required insurance has been obtained and a certification of coverage issued by the insurer has been provided to the County.

The term of this Right of Entry Agreement shall commence on December 1, 2017 and continue thereafter until April 30, 2018. In the event City is unable to fully perform such studies and test within said time period, City and County may mutually agree, in writing, to extend this Right of Entry Agreement.

City shall identify every contractor, firm and/or service provider that will be performing the studies and test described herein to the County’s Parks and Recreation Director, in writing, at least ten (10) business days before conducting any such tests or studies. City shall not use any contractor, firm and/or service provider to which County has an objection. City’s contractor, firm and/or service provider shall not be changed without County’s prior written consent.

The County executes this Right of Entry Agreement by and through the County Judge acting pursuant to Order of the Commissioners Court of Williamson County, Texas, so authorizing. City’s duly authorized representative acknowledges by his/her signature below that he/she has read and understands the above paragraphs and that City has the obligation to ensure compliance with this Right of Entry Agreement by itself and its employees, agents, and representatives.

Williamson County, Texas

By: _____
Dan A. Gattis, County Judge

Date: _____, 20____

City of Georgetown, Texas

By: _____

Title: _____

Date: _____, 20____

EXHIBIT “A”



LEGEND

--- UNLAWFUL SURVEY PROPERTY
(BERRY CREEK PARK)



GRAPHIC SCALE (FEET)
FULL SIZE = 1"=100'

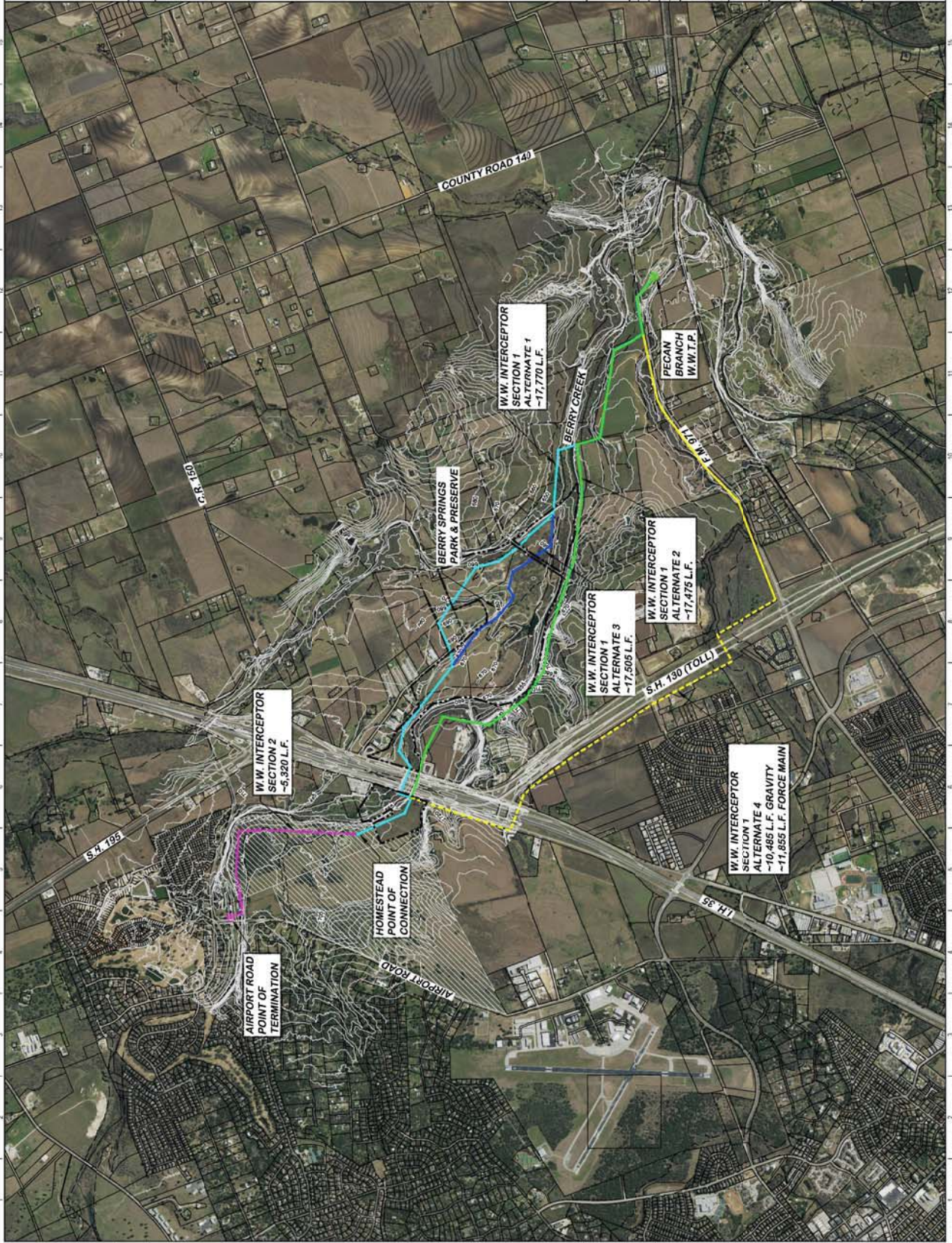
REV.	DESCRIPTION	DATE

Walker Partners
engineers • surveyors

**CITY OF
GEORGETOWN**
BERRY CREEK W.W.
INTERCEPTOR
PRELIMINARY ALIGNMENT
ALTERNATIVES

PRELIMINARY
FOR REVIEW ONLY

THIS DOCUMENT IS
THE PROPERTY OF
WALKER PARTNERS
ENGINEERS SURVEYORS
AND CONSULTANTS
P.C. 10000
10000 WALKER
WILLIAM E. FARRER
REGISTERED PROFESSIONAL
ENGINEER
NO. 33002
DRAWING NO.
EXH-01



Commissioners Court - Regular Session

43.

Meeting Date: 11/14/2017

CDBG Citizen Participation Plan

Submitted By: Sally Bardwell, HUD Grants

Department: HUD Grants

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on the Citizen Participation Plan Regarding the Use of Grant Funds from the U.S. Department of Housing and Urban Development.

Background

This Citizen Participation Plan was prepared in accordance with Section 104(a) of the Housing and Community Development Act of 1974, as amended. The 24 CFR 91.105 federal regulations outline the "citizen participation" requirements.

The plan is to be used to address citizen participation in the Community Development Block Grant (CDBG) Program. Currently, Williamson County does not receive an entitlement grant under the HOME Investment Partnerships (HOME) Program, the Emergency Shelter Grant (ESG) Program, or the Housing Opportunities for Persons with AIDS (HOPWA) Program. However, if the County should receive funds from these programs in the future, the programs will be included under this Citizen Participation Plan.

The Citizen Participation Plan (CPP) sets forth the County's policies and procedures for citizen participation in the development of the Consolidated Plan, Annual Action Plan, Substantial Amendments to these plans, the Consolidated Annual Performance and Evaluation Report (CAPER) and the Citizen Participation Plan itself. This Citizen Participation Plan also includes policies and procedures for citizen participation in the development of Williamson County's Assessment of Fair Housing (AFH) and any subsequent amendments to the AFH.

Fiscal Impact

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

Attachments

CPP HUD 2017

Form Review

Inbox

County Judge Exec Asst.
Form Started By: Sally Bardwell
Final Approval Date: 11/08/2017

Reviewed By

Wendy Coco

Date

11/08/2017 02:40 PM
Started On: 11/07/2017 02:36 PM

**WILLIAMSON COUNTY
CITIZEN PARTICIPATION PLAN**

Regarding the Use of Grant Funds from the U.S. Department of Housing and Urban Development

This Citizen Participation Plan was prepared in accordance with Section 104(a) of the Housing and Community Development Act of 1974, as amended. The 24 CFR 91.105 federal regulations outline the “citizen participation” requirements.

The plan is to be used to address citizen participation in the Community Development Block Grant (CDBG) Program. Currently, Williamson County does not receive an entitlement grant under the HOME Investment Partnerships (HOME) Program, the Emergency Shelter Grant (ESG) Program, or the Housing Opportunities for Persons with AIDS (HOPWA) Program. However, if the County should receive funds from these programs in the future, the programs will be included under this Citizen Participation Plan.

The Citizen Participation Plan (CPP) sets forth the County’s policies and procedures for citizen participation in the development of the Consolidated Plan, Annual Action Plan, Substantial Amendments to these plans, the Consolidated Annual Performance and Evaluation Report (CAPER) and the Citizen Participation Plan itself. This Citizen Participation Plan also includes policies and procedures for citizen participation in the development of Williamson County’s Assessment of Fair Housing (AFH) and any subsequent amendments to the AFH.

Certification of Compliance

The County is certifying to the U. S. Department of Housing and Urban Development (HUD) that the County is following an approved Citizen Participation Plan, which:

- provides for and encourages citizen participation with particular emphasis on participation by persons who are residents of slum and blighted areas, by residents in low and moderate income neighborhoods, or targeted revitalization areas as defined by the County;
- provides for and encourages citizen participation of residents of public and assisted housing developments, as well as provides information to the public housing authorities with jurisdiction in Williamson County, about Consolidated Plan activities related to its developments;
- provides for and encourages citizen participation of persons with disabilities as well as provides documents in a format accessible to persons with disabilities, upon request;
- provides for and encourages citizen participation of all Williamson County citizens, including minorities and non-English speaking persons, and identifies how the needs of non-English speaking residents will be met in the case of public hearings where a significant number of non-English speaking residents can be reasonably expected to participate;

- provides citizens with reasonable and timely notification and access to local meetings, information, and records relating to the County's proposed and actual use of federal Community Development Block Grant funds;
- provides for technical assistance to groups/organizations representative of persons of low and moderate income that request such assistance in developing proposals with the level and type of assistance to be determined by the County;
- provides for public hearings to obtain citizen views; to respond to proposals and questions at all stages of the community development program, including at least the development of needs; and the review of proposed activities, and review of program annual performance. This will also include the development and evaluation of the Williamson County Assessment of Fair Housing (AFH) and any subsequent amendments to the AFH. The hearings shall be held after adequate notice, at times and locations convenient to potential or actual beneficiaries, and with accommodations for the disabled; and,
- provides for a timely written response to written complaints and grievances where applicable.

Consolidated Plan/Annual Action Plan

The Consolidated Plan serve as the five-year planning framework for funding under the CDBG, HOME, ESG, and HOPWA Programs. The County will make available to citizens, public agencies and interested parties information that includes:

- The estimated amount of assistance the jurisdiction expects to receive, including grant funds and program income; and
- The range of activities that may be undertaken, including the estimated amount that will benefit persons of low- and moderate- income.

The Annual Action Plan serves as the framework to HUD under the CDBG, HOME, ESG, and HOPWA Programs. The annual Action Plan states the amount of assistance the County expects to receive (including grant funds and program income) from each of the federal programs and includes a description of the activities and related funding allocations that the County will undertake to address the needs and priorities established in the Consolidated Plan.

The Williamson County CDBG Office will, at a minimum, convene two (2) public needs hearings conducted during the development of the Five-Year Consolidated Plan and/or Annual Action Plan to obtain citizens' views and to respond to proposals and questions. The first public hearing will be held during the development of the Five-Year Consolidated Plan and/or Annual Action Plan before the proposed Plan is published for comment. The second public hearing will be held during the 30-day public comment period and prior to submission to HUD.

First Public Hearing

The County will hold the first Public Hearing to obtain citizen views on community development and housing needs and to provide citizens important program information as part of the planning process for the coming program year. At the public hearing the following information will be made available:

- The anticipated amount of the entitlement grant, program income, and other funds expected to be available during the program year;
- The range of activities that may be undertaken with CDBG funds;
- The estimated amount of those funds to be used for activities that will benefit low and moderate income persons;
- A description of CDBG activities likely to result in displacement, plans for minimizing such displacement, and the type and level of assistance that will be made available to persons displaced; and,
- The process to be followed in determining the use of CDBG funds, including the schedule of meetings at which the County's CDBG Office will recommend projects for funding, and when the County Court will adopt the Plan.

Second Public Hearing

Once drafted and before the Five-Year Consolidated Plan and/or Annual Action Plan is adopted, the document(s) will be made available to interested parties for a public comment period of no less than 30 days. A public meeting will be conducted during the 30-day comment period to gather comments on the proposed plan. A summary of these comments or views shall be attached to the final Consolidated Plan.

Consolidated Annual Performance and Evaluation Report (CAPER)

The CAPER describes the accomplishments achieved with federal funds during the previous year, including how funds were actually used and the extent to which these funds were used for activities that benefited low and moderate income residents. The fiscal year for expenditure of HUD funds begins October 1 and ends September 30 of the following year. This report will be submitted to HUD within 90 days of the close of the program year.

Before the Consolidated Annual Performance Report (CAPER) is submitted to HUD, it will be made available to interested parties for a comment period of no less than 15 days. Citizens will be notified of the CAPER's availability through notification in a newspaper of general circulation. The notification will be published on or before the day the CAPER comment period begins. Comments received from individuals and/or groups will be considered in the final document. A summary of the written comments and a summary of those not accepted and the reasons therefore will be included in the final CAPER.

Substantial Amendment Process

Williamson County will consider the following criteria as constituting a substantial change to the Consolidated Plan or Annual Action Plan thereby requiring an amendment:

- An activity and/or strategic priority added to or deleted from the Consolidated Plan and/ Annual Action Plan;
- A change in the purpose, scope, location, or beneficiaries of an activity previously described;
- A fifty (50) percent change in federal funding where the project is \$25,000 or less, or
- A twenty-five (25) percent change in federal funding where the project is more than \$25,000.

In the event of an amendment to the Consolidated Plan/Annual Action Plan, the proposed amended Consolidated Plan/Annual Action Plan will be made available to interested parties for a comment period of no less than 30 days. Citizens will be notified of the amendment through newspaper notification in a newspaper of general circulation. The notification will be published on or before the day the amendment comment period begins.

In the event of an amendment to the Citizen Participation Plan, the proposed amended Citizen Participation Plan will be made available to interested parties for a comment period of no less than 30 days. Citizens will be notified of the amendment through newspaper notification in a newspaper of general circulation. The notification will be published on or before the day the amendment comment period begins.

Citizens may register complaints regarding any aspect of the Community Development Block Grant (CDBG) Program by telephoning the County CDBG Office at (512) 943-3757 or by writing to the Williams County CDBG Office at 710 Main Street, Georgetown, TX 78626. All complaints received will be addressed within fifteen (15) working days.

Citizens wishing to object to HUD approval of the final Consolidated Plan/Annual Action Plan may send written objections to the HUD Area Office located at H.F. Garcia Federal Bldg/U.S. Courthouse 615 E. Houston Street, Suite 347 San Antonio, TX 78205. Objections should be made within thirty (30) days after Williamson County has submitted the plan to HUD. Objections made and submitted to HUD must be based on the following reasons:

- The applicant's description of needs and objectives is plainly inconsistent with available facts and data;
- The activities to be undertaken are plainly inappropriate to meeting the needs and objectives identified by the applicant;
- The application does not comply with the requirements of the Community Development Block Grant (CDBG) Program or other applicable laws; and/or
- The application proposed activities which are otherwise ineligible under the program regulations.

Objections should include both an identification of requirements not met and available facts and data.

Assessment of Fair Housing (AFH)

The Assessment of Fair Housing is a planning document prepared in accordance with HUD regulations at 24 CFR 91.105 and 24 CFR 5.150 through 5.166. This plan includes an analysis of fair housing data,

assesses fair housing issues and contributing factors, and identifies Williamson County's fair housing priorities and goals for affirmatively furthering fair housing.

The process for development of the AFH and the process for citizen participation for the AFH are the same as the processes for development and citizen participation for the Consolidated Plan, Action Plan, and their Substantial Amendments with regard to public hearings, public comment periods, and public notices, with the additional requirement that HUD-required data and other local data and information that the County intends to use in preparing its AFH will be made available to the public as soon as possible.

The Assessment of Fair Housing must be submitted to HUD at least 270 days prior to the beginning of the program year for which a new Consolidated Plan is due.

Revisions to Assessment of Fair Housing

The County shall amend and revise its approved Assessment of Fair Housing whenever one of the following situations occurs:

1. A material change occurs. A material change is a change in circumstances in Williamson County that affects the information on which the AFH is based, to the extent that the AFH analysis, its priorities and goals, and the fair housing contributing factors, no longer reflect actual circumstances. Examples of a material change may include:

- Significant demographic changes;
- New significant contributing factors in the jurisdiction that create, perpetuate, contribute to, or increase restrictions on fair housing choice or access to opportunity;
- Presidentially-declared disasters within the jurisdiction that are of such a nature as to significantly affect the County's efforts to affirmatively further fair housing;
- Civil rights findings, determinations, settlements (including Voluntary Compliance Agreements), or court orders.

2. Upon HUD's written notification specifying that a material change has occurred.

Whenever a Revision to the Assessment of Fair Housing is proposed, it will be available for public comment for a period of thirty (30) days before Commissioners Court approval, as applicable. A Revision to the Assessment of Fair Housing will not be implemented until the conclusion of the 30-day public comment period. A summary of all comments or views received during the comment period, will be attached to the Revision upon submission to HUD.

Citizen Access to Information

The Williamson County CDBG Office will provide full public access to program information and will make adequate information available to citizens. Program records are available for citizen review, upon written request to the Williamson County CDBG Office. Such documents include the following:

- Records of Public Hearings/Meetings

- All key public documents, including prior applications, letters of approval, grant agreements, the Consolidated Plan/Annual Action Plan, Citizen Participation Plan, CAPER, AFH and other documents and reports required by the U. S. Department of Housing and Urban Development
- Copies of the regulations and issuances governing the program(s)
- Documents regarding other aspects of the program such as contracting requirements, environmental procedures, fair housing and other equal opportunity requirements and relocation policies.

Williamson County will publish a Notice of Needs Assessment Hearing in a newspaper of general circulation, including the schedule of Public Needs Hearings and other meetings that may be sponsored by the County. Also, notices will be published announcing the availability for public view and comments of such documentation relating to the Consolidated Annual Performance Report (CAPER), the Citizen Participation Plan, the Five-Year Consolidated Plan and/or Annual Action Plan, all amendments to the Plan and use of CDBG funds and the Williamson County AFH document.

In addition, Williamson County will make available during published comment periods all public information related to the Five-Year Consolidated Plan and/or Annual Action Plan, CAPER, Citizen Participation Plan and AFH during regular working hours at the following locations, which are conveniently located for persons affected by the program as well as being accessible to the handicapped.

- Williamson County Court House, 710 Main Street, Georgetown, TX
- Georgetown Housing Authority, 210 West 18th Street, Georgetown, TX 78626
- Hutto City Hall, 401 West Front Street, Hutto, TX 78634
- Jarrell City Hall, 1633 County Road 305, Jarrell , TX 76537
- Granger City Hall, 214 East Davilla Street, Granger, TX 76530
- Granger Housing Authority, 500 North Commerce Street, Apt. 28, Granger, TX 76530
- Coupland City Hall, 104 South Main Street, Thrall, TX 76578
- Taylor City Hall, 400 Porter Street, Taylor, TX 76574
- Taylor Housing Authority, 309 Avery Drive, Taylor, TX 76574
- Cedar Park City Hall, 600 North Bell Boulevard, Cedar Park, TX 78613
- Georgetown City Hall, 113 East 8th Street, Georgetown, TX 78626
- Leander City Hall, 200 West Willis Street, Leander, TX 78646
- Liberty Hill City Hall, 2801 Ranch Road 1869, Liberty Hill, TX 78642
- Weir City Hall, 2205 South Main Street, Weir, TX 78674

Williamson County also offers, to all non-speaking English persons and upon written request, translated versions of all public documents and public hearing notices. Non-English speaking persons who desire translated public documents or public notices should formally request these items from the Williamson County CDBG Office during normal business hours.

Reasonable accommodations for people with disabilities and for non-English speaking populations will be made upon request and as appropriate. Call 512-943-3757 or write to the address below to request information, documents, records or accommodations.

Williamson County CDBG Office
710 Main Street, Ste 101
Georgetown TX 78626

Technical Assistance

Technical assistance may be requested in writing by appropriate neighborhood organizations, county-wide advisory groups, project area organizations, groups of low and moderate income persons and/or groups of residents of blighted neighborhoods/communities. This assistance may be requested for the purposes of adequately participating in planning, implementing and assessing the program; developing proposals; or in carrying out CDBG Program activities. The level and type of necessary assistance will be determined by Williamson County. If necessary, assistance will be provided by specialists selected by the County.

All written correspondence requesting technical assistance should be addressed to the Williamson County CDBG Office, 710 Main Street, Georgetown, TX 78626. All requests should specify the name of the group or organization as well as a contact person, the nature of technical assistance requested, immediate problems and the reason for the request.

Use of Alternate Projects

Williamson County will use Alternate Projects in the Annual Action Plans. If a funded project has cost savings, slows down or discovers a barrier to being completed, an alternate project from the current Annual Action Plan may be selected to continue the timely spending of grant funds. Consideration of any project that was not identified as an alternate will go through the approved substantial amendment process.

Alternate Projects contain the same level of information that funded projects contain in the Annual Action Plan to ensure appropriate review by the public. Project descriptions also include the maximum dollar amount the Commissioners Court will consider if funding becomes available. Approval by the Williamson County Commissioners Court will be necessary to replace a funded project with an alternate or to fund an alternate with cost savings from a completed project regardless of whether or not:

- The increase or decrease exceeds 50% change in federal funding where the project is \$25,000 or less, or
- The increase or decrease exceeds 25% change in federal funding where the project is more than \$25,000.

These actions will not require a substantial amendment since the alternate projects will have gone through a public review process.

Consideration of any project that was not identified as an alternate will go through the approved substantial amendment process.

Section 108 Loans

Applications for assistance filed by Williamson County for Section 108 loan guarantee assistance authorized under HUD regulation 24 CFR Part 570, Subpart M, are subject to all provisions set forth within this Citizen Participation Plan. Such applications for Section 108 loan guarantee may be included as part of the process for obtaining CDBG Entitlement funds, or may be undertaken separately anytime during the program year. The required public hearing to inform citizens of program requirements will be carried out by the Williamson County CDBG Office.

Commissioners Court - Regular Session

44.

Meeting Date: 11/14/2017

MOT

Submitted For: Dan Gattis

Submitted By: Rebecca Clemons, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and consider mental health services to include Williamson County Mobile Outreach Team (MOT) duties, assignments and funding; DSRIP funded positions, tobacco funded positions, possible reorganization and transfer of MOT to Williamson County EMS and any roles which Bluebonnet Trails MHMR may have in relation to such mental health services in Williamson County.

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. (Originator)
Form Started By: Rebecca Clemons
Final Approval Date: 11/07/2017

Reviewed By
Wendy Coco

Date
11/07/2017 03:29 PM
Started On: 11/07/2017 03:05 PM

Commissioners Court - Regular Session

45.

Meeting Date: 11/14/2017

Paylogix non-disclosure agreement

Submitted By: Richard Semple, Information Technology

Department: Information Technology

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on a Mutual Non-Disclosure Agreement with Paylogix, LLC

Background

This item is related to the approved Common Remitter Service Agreement with Paylogix which works with the Beneplace Platform for the Voluntary Employee Discount Program, by remitting Voluntary Employee Elections and remitting payment for these Voluntary Employee Elections to the appropriate Voluntary Benefit Vendors. Paylogix, LLC is asking that we sign this agreement before we can begin sending data into their systems. It has been reviewed and approved by Legal.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

[Paylogix NDA](#)

Form Review

Inbox

County Judge Exec Asst.
Form Started By: Richard Semple
Final Approval Date: 11/08/2017

Reviewed By

Wendy Coco

Date

11/08/2017 09:13 AM
Started On: 11/07/2017 08:18 PM

MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement ("Agreement") is between PAYLOGIX LLC, a New York limited liability company located at 1025 Old Country Road, Westbury, New York 11590, and _____, a _____ corporation located at _____.

This Agreement shall be effective as of the first date signed. It shall terminate one year thereafter. The purpose of this Agreement is to provide for either one or both parties to disclose Confidential Information (as defined below) to facilitate a possible future business transaction between them. The parties therefore agree as follows:

1. For the purpose of this Agreement, Confidential Information means: (a) this Agreement; (b) the prior and future discussions between the parties regarding the possible future business transaction between them; and (c) any and all information, including but not limited to (i) proprietary, developmental, marketing, sales, operating, performance, cost, know-how, business, and process information, (ii) computer programs, code, data, and techniques, (iii) customer and or vendor information (iv) financial and audit reports and information and (v) all record bearing media containing or disclosing such matter disclosed under this Agreement. The receiving party shall treat disclosures as Confidential Information whether or not the specific words "confidential" or "proprietary" are used. The facts that Confidential Information has been disclosed and discussions are occurring with respect to the purposes of this Agreement (and the status of such discussions) shall be treated as Confidential Information.

2. During the term of this Agreement and for three years thereafter, Confidential Information exchanged between the parties shall:

(a) not be copied or disclosed by the receiving party to anyone except its own officers, employees accountants and/or attorneys (collectively, "Representatives") who have a reasonable need to know the Confidential Information for the purposes of this Agreement and are instructed as to the confidentiality of the information ; (b) be treated as confidential by the receiving party with the same degree of care used with respect to the receiving party's own confidential or proprietary information of like importance, and in no case less than a reasonable degree of care; (c) not be used by the receiving party for any purpose except the purpose set forth above without the express written permission of the disclosing party; and (d) remain the property of and be returned to the disclosing party (along with all copies, summaries, abstracts and analyses thereof) within ten days of the earlier of receipt of a written request from the disclosing party or the expiration of this Agreement, together with a certificate from an executive of the receiving party certifying the same. At the disclosing party's election, complete destruction may substitute for return. The receiving party shall be liable for any breach of this agreement by its Representatives

3. The obligations of Paragraph 2 above shall not apply to any matter which:

(a) is already in the public domain at the time of disclosure or becomes available to the public through no breach of this Agreement by the receiving party or its Representatives; (b) was lawfully in the receiving party's possession before receipt from the disclosing party, without obligation of confidentiality; (c) is received free from obligation of confidentiality from a third party under no obligation of confidentiality; or (d) is independently developed by the receiving party, as evidenced by its business records.

The obligations of Paragraph 2 shall also not apply to the disclosure of any specific Confidential Information to the extent such disclosure is required of the recipient by law or an order of the court or governmental authority, but the receiving party shall give the other party notice prior to such disclosure.

4. Confidential Information shall not be deemed to be in the public domain merely because any part of the Confidential Information is included in general disclosures or because individual features or components are now publicly known.

5. Either party shall have the right to refuse to accept disclosure of any Confidential Information, and neither party shall be obligated to disclose to the other party any particular Confidential Information. Neither party has made any representations or warranties to the other with respect to the accuracy or completeness of the Confidential Information, all of which is being disclosed "as is."


6. Neither party shall have any obligation to enter into any further agreement with the other. It is understood that no patent, copyright, trademark, trade secret, or other proprietary right or license is granted by this Agreement.

7. Neither party shall for a period one year from the date hereof solicit or engage any person who was engaged by the other party as an employee or independent contractor during the six months preceding the date hereof, or, directly or indirectly, induce such person to terminate or reduce the nature or scope of his relationship with the other party, provided that nothing in this provision is meant to prohibit one party from hiring the employees of the other who respond to an employment advertisement in the general media

8. This Agreement is the entire agreement of the parties relating to the subject matter hereof. It supersedes all prior communications, agreements, and understandings relating to that subject matter. Amendment or waiver of the provisions of this Agreement must be in writing and executed by both parties. No failure or delay by either party in exercising any right, power or privilege shall operate as a waiver, nor shall any single or partial exercise of a right or privilege preclude any other or further exercise thereof, or the exercise of any other right, power, or privilege under this Agreement. This Agreement may not be assigned by either party without the prior written consent of the other. This Agreement may be signed in counterparts and delivery of a facsimile or email signature shall be deemed the equivalent of an original signature. This Agreement is governed by and shall be construed under the laws of the State of New York, without reference to its conflicts of laws principles. The parties agree to the exclusive jurisdiction of the State Courts sitting in Nassau County, New York or the Federal Court for the Eastern District of New York. All notices or consents under this agreement must be in writing and will be deemed delivered if to the addresses set forth above (or to another address as notified by a party) when delivered by hand or by a nationally recognized overnight courier that tracks deliveries, or (if sent by email) when receipt is acknowledged by the recipient or is demonstrated by a transmission journal.

9. The parties agree that breach of this Agreement may cause immediate and irreparable harm, and that the disclosing party shall be entitled to seek an injunction or other equitable relief (without posting a bond or other undertaking) to remedy or prevent breach or threatened breach of this Agreement by the receiving party or any of its Representatives. Such remedy shall not be the exclusive remedy for any breach of this Agreement, but shall be in addition to all other rights and remedies available at law or in equity.

PAYLOGIX LLC

By: 
Name & Title: Richard Pfadenhauer, President
Date: 22 February, 2017

By: _____
Name & Title:
Date:

Commissioners Court - Regular Session

46.

Meeting Date: 11/14/2017

purchase of paver special hydraulic gooseneck

Submitted By: Kerstin Hancock, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving purchase of one (1) 2018 Etnyre Model PRTN55ETDF3-PS 55 ton Special Hydraulic Detachable Gooseneck, Triple Axle, Haul Trailer in the amount of \$82,553.30 pursuant to BuyBoard contract # 516-16.

Background

This purchase is for the Road and Bridge Department and includes all standard features per Manufacturer's price sheet minus a 9% discount.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Cooper quote

Form Review

Inbox

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Kerstin Hancock
Final Approval Date: 11/09/2017

Reviewed By

Kerstin Hancock
Rebecca Clemons

Date

11/09/2017 11:16 AM
11/09/2017 11:31 AM
Started On: 11/06/2017 04:19 PM



17474 Judson Road
Phone (210) 657-5151

San Antonio, TX 78247
Fax (210) 657-5871

Williamson County Fleet Operations
Mr. Jeff Ivey, Director, Road & Bridge
3151 SE Inner Loop, Suite B
Georgetown, TX 78626

November 01, 2017
Jeff, Direct: 512.943.3352
Jeff, Fax: 512.943.3335
Jeff, Cell: 512.639.0144
jivey@wilco.org

BUYBOARD QUOTATION

For: Williamson County Road & Bridge Department
RE: TASB / BuyBoard Contract # 516-16, December 1, 2016

One, New, 2018, Etnyre Model PRTN55ETD3-PS 55 ton, Paver Special Hydraulic Detachable Gooseneck, Triple Axle, Haul Trailer with all standard features per Manufacturer's Price Sheet.

2017 Price Sheet C-5055 - PS - 17, effective January 1, 2017

RTN55ETD3-PS Base Model	\$ 78,050.00
8' 6" Deck Width	Std.
24 Ft. Platform Load Deck	\$ Std.
Auxiliary Cross Members on 10" Centers, Full Deck Width	\$ 1,580.00
Aluminum Hook-On Center Ramps - Two Piece w/Trays on Gooseneck	\$ 1,540.00
13 Ft. Gooseneck, Dual King Pin Settings, 84" & 108"	\$ 1,000.00
3 rd Axle Air Lift	\$ 1,100.00
8 Additional Lash Rings,	\$ 360.00
Total List Price	\$ 83,630.00
Less: 9 % Discount	- 7,526.70
Sale Amount	\$ 76,103.30
Factory Freight, PDI, Delivery & Training	\$ 6,450.00
Total Contract Sale Amount	\$ 82,553.70

Delivery: Approx. 90 Days, ARO
Warranty: One Year - Parts & Labor

Respectfully Submitted,  Rick Chapman, District Manager

Commissioners Court - Regular Session

47.

Meeting Date: 11/14/2017

purchase of dump truck, chassis and trailer

Submitted By: Kerstin Hancock, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving purchase of four (4) 2019 Freightliner 8 YD Dump Trucks and one (1) 2018 CTS Rock Master 32' End Dump Trailer from Freightliner of Austin, for the total amount of \$ 374,938.00, pursuant to BuyBoard contract #516-16.

Background

This purchase is for the Road and Bridge Department. Please see attached quotes for details.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

[quote 1](#)

[quote 2](#)

[quote 3](#)

[quote 4](#)

Form Review

Inbox

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Kerstin Hancock
Final Approval Date: 11/09/2017

Reviewed By

Kerstin Hancock
Rebecca Clemons

Date

11/09/2017 11:16 AM
11/09/2017 11:31 AM
Started On: 11/07/2017 09:18 AM

Prepared for:
Jeff Ivey
Williamson County
710 Main St
Georgetown, TX 78626
Phone: 512-639-0144

Prepared by:
Tom Standard
FREIGHTLINER OF AUSTIN
1701 SMITH ROAD
AUSTIN, TX 78721
Phone: 512-389-0000

Jeff Ivey,

2019 Freightliner chassis specs for 8 yd dump truck Item #1, Manual trans, no air to rear, no hitch at rear. Quote includes Cummins ISB 6.7L engine, EatonFuller manual trans. and diff locks. Quote is for chassis and extended warranties.

Thank you,

Tom Standard





FREIGHTLINER OF AUSTIN

1701 Smith Rd. (Hwy. 183 So.)
Austin, Texas 78721

Bus: 512-389-0000
FAX: 512-389-2663
Wats: 1-800-395-2005

Invoice Number

Date: 10-27-2017

PURCHASING NAME Williamson County		TELEPHONE 512-943-3368	
ADDRESS 3151 SE Inner Loop	CITY Georgetown	STATE Tx	ZIP CODE 78626

YEAR 2019	MAKE Freightliner	MODEL/BODY M2-106	VIN Order	LICENSE PLATE
--------------	----------------------	----------------------	--------------	---------------

MILEAGE:		
Tx Buy Board 516-16		
Item #1		
2019 Freightliner M2-106 chassis to include Cummins ISB, 9 spd Man trans Ox 7/9 yd, elec tarp quote 99942		78,660.00
Extended engine warranty 5yr/200K Trans , Towing		2,490.00
Buy Board fee (per PO)		\$400.00

Disclaimer of Warranties

Any warranties on the products sold hereby are those made by the factory. The Seller, *Freightliner of Austin*, hereby expressly disclaims all warranties, either expressed or implied including any implied warranty of merchantability or fitness for a particular purpose, and *Freightliner of Austin*, neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this vehicle.

CUSTOMER SIGNATURE	
SALESMAN SIGNATURE	Tom Standard (512) 468-7270

CONTRACTUAL DISCLOSURE STATEMENT FOR USED VEHICLE ONLY. "The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale."

MILEAGE:	TRADE-IN
----------	----------

YEAR	MAKE	MODEL/BODY	VIN	LICENSE PLATE
------	------	------------	-----	---------------

MILEAGE:	TRADE-IN
----------	----------

YEAR	MAKE	MODEL/BODY	VIN	LICENSE PLATE
------	------	------------	-----	---------------

		TOTAL	81,550.00
PAYOFF TO:		Trade Allowance	
ADDRESS:		Trading Difference	
		Sales Tax	
GOOD UNTIL:		Vehicle Inventory Tax	
QUOTED BY:		License Fee	
SHOW LEIN TO:	Body Type:	Documentary Fee	
ADDRESS:	License Wt.:	Federal Excise Tax	
	State Insp.:	TOTAL SALE PRICE	81,550.00
DATED:	LIEN AMOUNT \$	License:	Payoff on Trade
DRAFT FOR \$		Title:	Ext. Service Agreement
DRAFT THRU:		Transfer:	Less Deposit
ADDRESS:		Total Balance Due	81,550.00

Prepared for:
 Jeff Ivey
 Williamson County
 710 Main St
 Georgetown, TX 78626
 Phone: 512-639-0144

Prepared by:
 Tom Standard
 FREIGHTLINER OF AUSTIN
 1701 SMITH ROAD
 AUSTIN, TX 78721
 Phone: 512-389-0000

CONDENSED SPECIFICATION PROPOSAL

Description	Weight Front	Weight Rear
Vehicle Configuration		
M2 106 CONVENTIONAL CHASSIS SET BACK AXLE - TRUCK	5,759	3,503
Engine		
CUM B6.7 280 HP @ 2400 RPM, 2600 GOV, 660 LB/FT @ 1600 RPM		
Engine Equipment		
RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE	30	25
Transmission		
EATON FULLER RT-8709B TRANSMISSION	220	70
Front Axle and Equipment		
DETROIT DA-F-12.0-3 12,000# FF1 71.5 KPI/3.74 DROP SINGLE FRONT AXLE		
Front Suspension		
12,000# DUAL TAPERLEAF FRONT SUSPENSION	42	
Rear Axle and Equipment		
RS-23-160 23,000# R-SERIES SINGLE REAR AXLE 3.91 REAR AXLE RATIO		180
Rear Suspension		
23,000# FLAT LEAF SPRING REAR SUSPENSION WITH HELPER AND RADIUS ROD		120
Wheelbase & Frame		
3875MM (153 INCH) WHEELBASE 11/32X3-1/2X10-15/16 INCH STEEL FRAME (8.73MMX277.8MM/0.344X10.94 INCH) 120KSI	-110	160
Fuel Tanks		
50 GALLON/189 LITER RECTANGULAR ALUMINUM FUEL TANK - LH	20	
Tires		
MICHELIN XZE2 11R22.5 14 PLY RADIAL FRONT TIRES	12	



Prepared for:
 Jeff Ivey
 Williamson County
 710 Main St
 Georgetown, TX 78626
 Phone: 512-639-0144

Prepared by:
 Tom Standard
 FREIGHTLINER OF AUSTIN
 1701 SMITH ROAD
 AUSTIN, TX 78721
 Phone: 512-389-0000

Description	Weight Front	Weight Rear
MICHELIN X MULTI D 11R22.5 14 PLY RADIAL REAR TIRES		96
Wheels		
MAXION WHEELS 90541 22.5X8.25 10-HUB PILOT 6.20 INSET 2-HAND STEEL DISC FRONT WHEELS		
MAXION WHEELS 90541 22.5X8.25 10-HUB PILOT 2-HAND STEEL DISC REAR WHEELS		
Cab Exterior		
106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB		
Color		
CAB COLOR A: L0006EB WHITE ELITE BC BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT		

Weight Summary			
	Weight Front	Weight Rear	Total Weight
Factory Weight ⁺	6157 lbs	4269 lbs	10426 lbs
Total Weight ⁺	6157 lbs	4269 lbs	10426 lbs

I T E M S N O T I N C L U D E D I N A D J U S T E D L I S T
 P R I C E

Other Factory Charges

DELIVERY & ORDER PROCESSING CHARGE

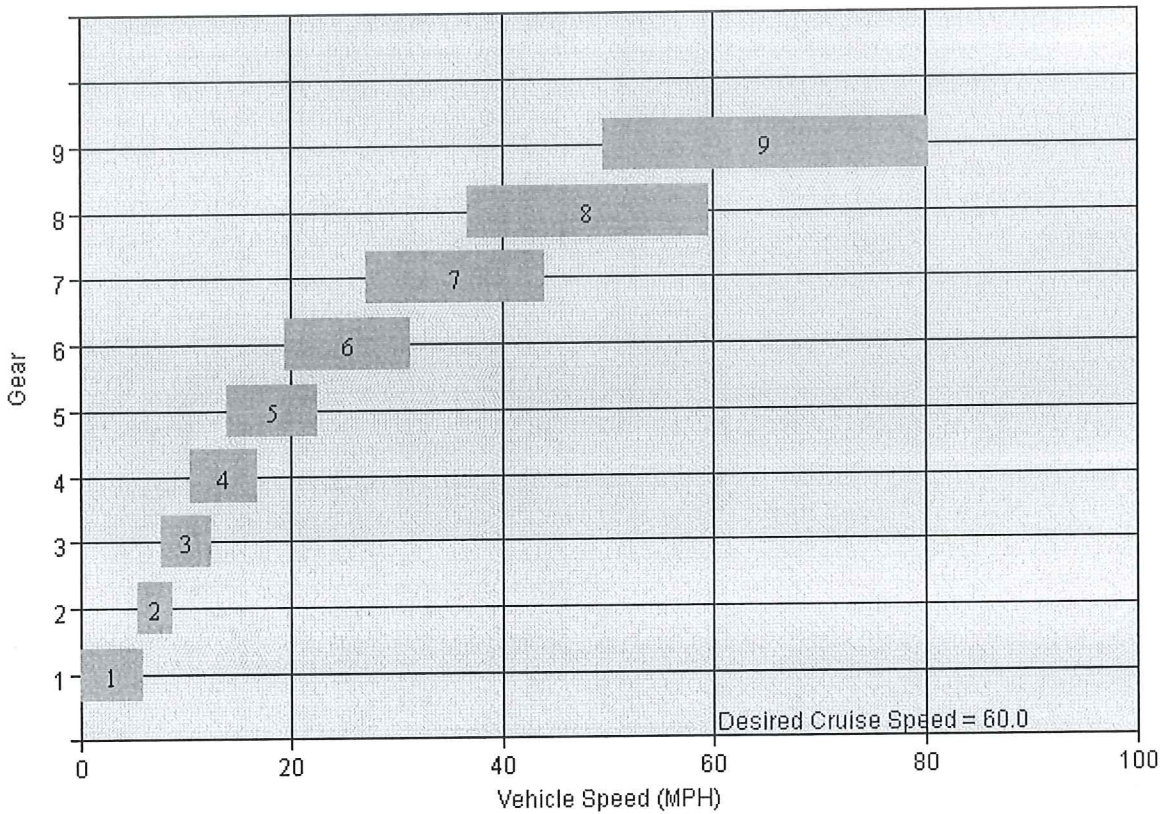
(+) Weights shown are estimates only.
 If weight is critical, contact Customer Application Engineering.



Prepared for:
 Jeff Ivey
 Williamson County
 710 Main St
 Georgetown, TX 78626
 Phone: 512-639-0144

Prepared by:
 Tom Standard
 FREIGHTLINER OF AUSTIN
 1701 SMITH ROAD
 AUSTIN, TX 78721
 Phone: 512-389-0000

OPERATING RANGE



VEHICLE SPECIFICATIONS SUMMARY - OPERATING RANGE

Model.....M2106
 Cab Size (829)..... 106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
 Desired Cruise Speed (mph)..... 60.0
 Engine (101)..... CUM B6.7 280 HP @ 2400 RPM, 2600 GOV, 660 LB/FT @ 1600 RPM
 RPM at Peak Torque..... 1600



Prepared for:
 Jeff Ivey
 Williamson County
 710 Main St
 Georgetown, TX 78626
 Phone: 512-639-0144

Prepared by:
 Tom Standard
 FREIGHTLINER OF AUSTIN
 1701 SMITH ROAD
 AUSTIN, TX 78721
 Phone: 512-389-0000

Governed RPM	2600
Transmission (342)	EATON FULLER RT-8709B TRANSMISSION
Gear Ratio: LL.....	N/A
Gear Ratio: L.....	N/A
Gear Ratio: 1.....	13.29
Gear Ratio: 2.....	9.16
Gear Ratio: 3.....	6.53
Gear Ratio: 4.....	4.8
Gear Ratio: 5.....	3.57
Gear Ratio: 6.....	2.56
Gear Ratio: 7.....	1.83
Gear Ratio: 8.....	1.35
Gear Ratio: 9.....	1
Gear Ratio: 10.....	N/A
Gear Ratio: 11.....	N/A
Gear Ratio: 12.....	N/A
Gear Ratio: 13.....	N/A
Gear Ratio: 14.....	N/A
Gear Ratio: 15.....	N/A
Gear Ratio: 16.....	N/A
Gear Ratio: 17.....	N/A
Gear Ratio: 18.....	N/A
Auxiliary Transmission (352)	NO AUXILIARY TRANSMISSION
Low Gear Ratio	N/A
High Gear Ratio	N/A
Transfer Case (373)	NO TRANSFER CASE
Low Gear Ratio	N/A
High Gear Ratio	N/A
Rear Axle (420)	RS-23-160 23,000# R-SERIES SINGLE REAR AXLE
Number of Speeds	1
Rear Axle Gear Ratio(s)	3.91 REAR AXLE RATIO
Rear Tires (094)	MICHELIN X MULTI D 11R22.5 14 PLY RADIAL REAR TIRES
Revolutions per Mile.....	496

TABLE SUMMARY - OPERATING RANGE



Prepared for:
 Jeff Ivey
 Williamson County
 710 Main St
 Georgetown, TX 78626
 Phone: 512-639-0144

Prepared by:
 Tom Standard
 FREIGHTLINER OF AUSTIN
 1701 SMITH ROAD
 AUSTIN, TX 78721
 Phone: 512-389-0000

Transmission Gear	Transmission Gear Ratio	Rear Axle Ratio	Overall Gear Ratio	Minimum Speed (MPH)	Maximum Speed (MPH)
1	13.29	3.91	51.96	0	6.1
2	9.16	3.91	35.82	5.4	8.8
3	6.53	3.91	25.53	7.6	12.3
4	4.80	3.91	18.77	10.3	16.8
5	3.57	3.91	13.96	13.9	22.5
6	2.56	3.91	10.01	19.3	31.4
7	1.83	3.91	7.16	27.0	44.0
8	1.35	3.91	5.28	36.7	59.6
9	1.00	3.91	3.91	49.5	80.4

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.





Quote Response Form

10/26/2017 02:58 PM

TRUCK BODIES & EQUIPMENT INTERNATIONAL, Inc.
Ox Bodies | Crysteel | DuraClass | Rugby | J-Craft | Hardee

Estimate	Terms	Quote Date	Expiration Date	Salesperson	Customer Currency
FA00099942	Net 90 Days	10/26/2017 7	11/25/2017	HOWARD, CHIP	USD

UM	Quantity	Item	Description	Unit Price	Extended Price
----	----------	------	-------------	------------	----------------

*

Yardage 07/08

Body: Maverick

Body: 10' MAVERICK

Hoist Model: 6382

Frame Style: 2x8 RT w/1.5x3 RT xmem on 12 CL (frameless)

Rear Style: Straight

Front Exhaust Notch: No

Front Height: 56"

Side Height Front: 32" 10 Gauge

Side Height Rear: 32"

Rear Height: 40" 7 Gauge

Front Material: 10 Gauge

Floor Material: 7 Gauge

Cabshield Style: Standard

Cabshield Projection: 24"

Cabshield Width: 85"

Tarp Style: Electric - OX ELECTRIC

Tailgate Type: Double Acting

Coal Chute: None

Tailgate Operation: Air

Tailgate Bracing Style: 1 Horizontal (TG height 37" to 54")

Horizontal Side Brace: No

Side Top Rail Style: Standard 4x4 11 GA

Dump Apron: Standard 1/4" Plate - 10"

Side Light Cutouts: Lower Front/Rear Clearance

Cabshield Cutouts: 1 Set

Metro Light Cutouts: 1 set

Dirt Shedding Angle: No

Board Holder Height: 8"

ID: 85"

Cover Bottom Rail with Alum: No

Cab HeightTo be Verified:

Paint : BLACK

Truck: Freightliner

Truck: Installed

Side Boards: 1248918-METAL 8" - Up to 17' body

Hydraulic Tank: 1250598 HYD TANK TOP/FLAT BOTTOM STD PHINST

Rear Hinge: Retro

Hoist: 6382

CTRL KIT AS PTO/CABLE TO PUMP CTRLS PHIN 1248922

Pump - Manual Trans PUMP KIT CS/MAN G102-D1-2.0(073)C/W ROT 1249978

PTO - Manual Transmission PTO KIT AS MT 489XHAHX-V5XK PHINST

Mud Flaps: 1258524-36"Mud Flaps Texas 12" Anti Sail

Backup Alarm: 1248915-Back-Up Alarm

Side Light Quantity: Lower Front Amber / Rear Clearance Red

Cab Shield Light Quantity: 1 set Amber

Metro Light Quantity: 1 set Red

*** Reflective Tape Across Bottom of Tailgate ***

*** Use customer supplied stacks from Freightliner***



Quote Response Form

10/26/2017 02:58 PM

TRUCK BODIES & EQUIPMENT INTERNATIONAL, Inc.
Ox Bodies | Crysteel | DuraClass | Rugby | J-Craft | Hardee

Ox Bodies INC
719 Columbus Street East
PO Box 886
Fayette AL 35555
USA
800-844-2519

End User: WILLIAMSON COUNTY, TX

Customer: 34358

TOM STANDARD
AUSTIN TRUCK & EQUIPMENT, LTD
D/B/A FOA BODY & EQUIPMENT
1701 SMITH ROAD
Austin TX 78721
USA

Phone: 512-468-7270

Fax: 512-389-2663

Taken By: Hunter Burgess

Estimate	Terms	Quote Date	Expiration Date	Salesperson	Customer Currency
FA0009942	Net 90 Days	10/26/2017	11/25/2017	HOWARD, CHIP	USD

UM	Quantity	Item	Description	Unit Price	Extended Price
EA	1.00	1874078	LS/BS-KIT-TARP ELEC-10-16FT MSH N/FL AL		

PTO Maintenance:

Per OEM manufacturer guidelines the following recommendations should be followed. Failure to follow OEM guidelines can result in non warrantable failure.

Within the first week of use, recheck the installation of the PTO. Check for leaks and loose mounting hardware (studs, cap screws, nuts). Recheck the cable or lever connections for proper adjustment and tighten any loose connections. At regular maintenance intervals, check adjustments and lubricate moving parts, tighten and repair the connections, mounting hardware, cable or lever linkage. Refer to OEM owners manual for regular maintenance intervals.

Lift Axle:

Alignment of lift axle must be preformed by end user prior to the unit being placed in service. Failure to properly align the axle prior to being placed in service can cause non-warrantable failure, including but not limited to premature tire wear. The end user is responsible for the alignment prior to placing the unit in service.

VERIFY THAT THE SHIP TO ADDRESS IS CORRECT.

**By signing below I acknowledge that I have reviewed the specs above and confirmed they are correct. I understand that once my order is placed and sent into production that I will not be able to make changes to the order. I assume full ownership of the body once production begins.

X _____

VIN _____ TRANS _____

ETA _____ DUMP BODY COLOR _____

Prepared for:
Jeff Ivey
Williamson County
710 Main St
Georgetown, TX 78626
Phone: 512-639-0144

Prepared by:
Tom Standard
FREIGHTLINER OF AUSTIN
1701 SMITH ROAD
AUSTIN, TX 78721
Phone: 512-389-0000

Jeff Ivey,

2019 Freightliner chassis specs for 8 yd dump truck Item #2, Auto trans, Trlr towing with air to rear. Quote includes Cummins ISB 6.7L engine, Allison auto trans. and diff locks. Quote is for chassis and extended warranties.

Thank you,

Tom Standard





FREIGHTLINER OF AUSTIN

1701 Smith Rd. (Hwy. 183 So.)
Austin, Texas 78721

Bus: 512-389-0000
FAX: 512-389-2663
Wats: 1-800-395-2005

Invoice Number

Date: 10-27-2017

PURCHASING NAME Williamson County		TELEPHONE 512-943-3368	
ADDRESS 3151 SE Inner Loop		CITY Georgetown	STATE Tx
		ZIP CODE 78626	

YEAR 2019	MAKE Freightliner	MODEL/BODY M2-106	VIN Order	LICENSE PLATE
--------------	----------------------	----------------------	--------------	---------------

MILEAGE:		
Tx Buy Board 516-16		
Item #2		
2019 Freightliner M2-106 chassis to include		85,073.00
Cummins ISB, Allison 350ORDS		
Ox 7/9 yd, Elec tarp, Pintle hitch		
# 99944		
Extended engine warranty 5yr/200K		2,418.00
Trans , Towing		
Buy Board fee (per PO)		\$400.00

Disclaimer of Warranties

Any warranties on the products sold hereby are those made by the factory. The Seller, *Freightliner of Austin*, hereby expressly disclaims all warranties, either expressed or implied including any implied warranty of merchantability or fitness for a particular purpose, and *Freightliner of Austin*, neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this vehicle.

CUSTOMER SIGNATURE	
SALESMAN SIGNATURE	Tom Standard (512) 468-7270

CONTRACTUAL DISCLOSURE STATEMENT FOR USED VEHICLE ONLY. *The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale. *

MILEAGE:	TRADE-IN
----------	----------

YEAR	MAKE	MODEL/BODY	VIN	LICENSE PLATE
------	------	------------	-----	---------------

MILEAGE:	TRADE-IN
----------	----------

YEAR	MAKE	MODEL/BODY	VIN	LICENSE PLATE
------	------	------------	-----	---------------

		TOTAL	87,891.00
PAYOFF TO:		Trade Allowance	
ADDRESS:		Trading Difference	
		Sales Tax	
GOOD UNTIL:		Vehicle Inventory Tax	
QUOTED BY:		License Fee	
SHOW LEIN TO:	Body Type:	Documentary Fee	
ADDRESS:	License Wt.:	Federal Excise Tax	
	State Insp.:	TOTAL SALE PRICE	87,891.00
DATED:	LIEN AMOUNT \$	License:	Payoff on Trade
DRAFT FOR \$		Title:	Ext. Service Agreement
DRAFT THRU:		Transfer:	Less Deposit
ADDRESS:		Total Balance Due	87,891.00

Prepared for:
 Jeff Ivey
 Williamson County
 710 Main St
 Georgetown, TX 78626
 Phone: 512-639-0144

Prepared by:
 Tom Standard
 FREIGHTLINER OF AUSTIN
 1701 SMITH ROAD
 AUSTIN, TX 78721
 Phone: 512-389-0000

C O N D E N S E D S P E C I F I C A T I O N P R O P O S A L

Description	Weight Front	Weight Rear
Vehicle Configuration		
M2 106 CONVENTIONAL CHASSIS SET BACK AXLE - TRUCK	5,759	3,503
Engine		
CUM B6.7 280 HP @ 2400 RPM, 2600 GOV, 660 LB/FT @ 1600 RPM		
Engine Equipment		
RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE	30	25
Transmission		
ALLISON 3500 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION	200	60
Front Axle and Equipment		
DETROIT DA-F-12.0-3 12,000# FF1 71.5 KPI/3.74 DROP SINGLE FRONT AXLE		
Front Suspension		
12,000# DUAL TAPERLEAF FRONT SUSPENSION	42	
Rear Axle and Equipment		
RS-23-160 23,000# R-SERIES SINGLE REAR AXLE 6.14 REAR AXLE RATIO		180
Rear Suspension		
23,000# FLAT LEAF SPRING REAR SUSPENSION WITH HELPER AND RADIUS ROD		120
Wheelbase & Frame		
3875MM (153 INCH) WHEELBASE 11/32X3-1/2X10-15/16 INCH STEEL FRAME (8.73MMX277.8MM/0.344X10.94 INCH) 120KSI	-110	160
Fuel Tanks		
50 GALLON/189 LITER RECTANGULAR ALUMINUM FUEL TANK - LH	20	
Tires		
MICHELIN XZE2 11R22.5 14 PLY RADIAL FRONT TIRES	12	



Prepared for:
 Jeff Ivey
 Williamson County
 710 Main St
 Georgetown, TX 78626
 Phone: 512-639-0144

Prepared by:
 Tom Standard
 FREIGHTLINER OF AUSTIN
 1701 SMITH ROAD
 AUSTIN, TX 78721
 Phone: 512-389-0000

Description	Weight Front	Weight Rear
MICHELIN X MULTI D 11R22.5 14 PLY RADIAL REAR TIRES		96

Wheels

MAXION WHEELS 90541 22.5X8.25 10-HUB PILOT
 6.20 INSET 2-HAND STEEL DISC FRONT WHEELS
 MAXION WHEELS 90541 22.5X8.25 10-HUB PILOT 2-
 HAND STEEL DISC REAR WHEELS

Cab Exterior

106 INCH BBC FLAT ROOF ALUMINUM
 CONVENTIONAL CAB

Color

CAB COLOR A: L0006EB WHITE ELITE BC
 BLACK, HIGH SOLIDS POLYURETHANE CHASSIS
 PAINT

Weight Summary

	Weight Front	Weight Rear	Total Weight
Factory Weight ⁺	6062 lbs	4244 lbs	10306 lbs
Total Weight⁺	6062 lbs	4244 lbs	10306 lbs

ITEMS NOT INCLUDED IN ADJUSTED LIST PRICE

Other Factory Charges

DELIVERY & ORDER PROCESSING CHARGE

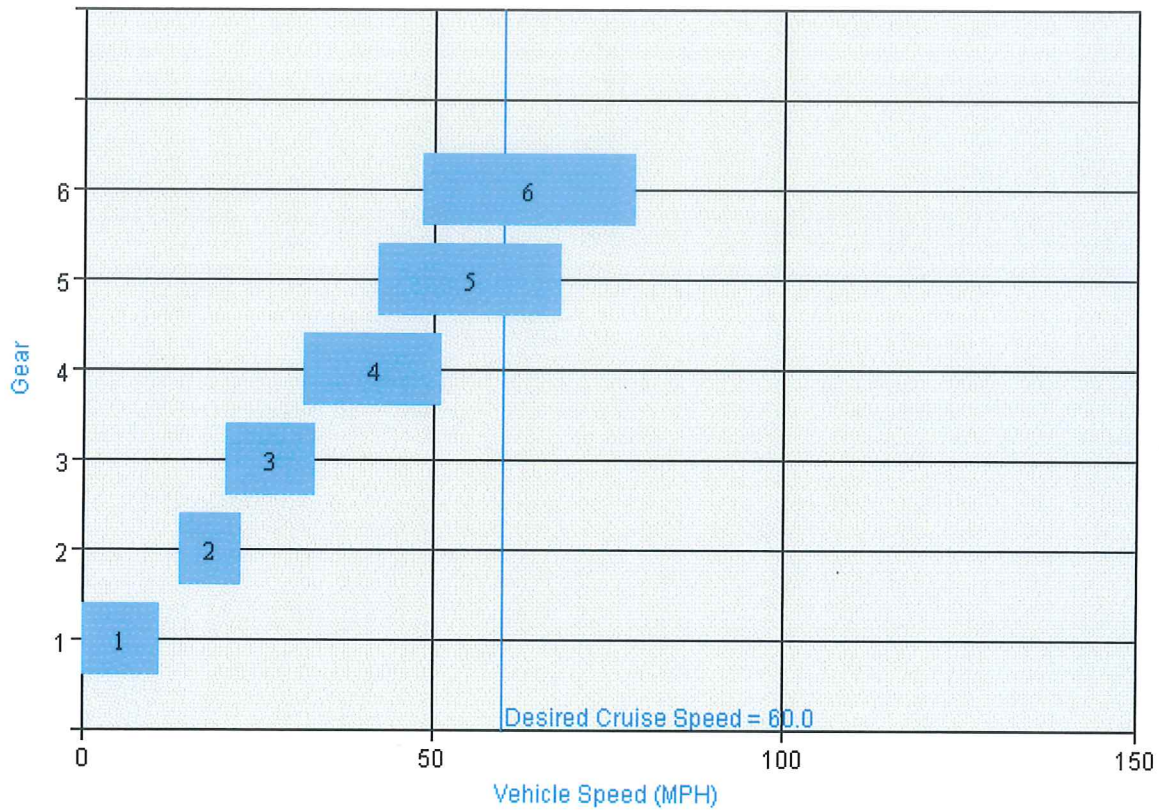
(+) Weights shown are estimates only.
 If weight is critical, contact Customer Application Engineering.



Prepared for:
 Jeff Ivey
 Williamson County
 710 Main St
 Georgetown, TX 78626
 Phone: 512-639-0144

Prepared by:
 Tom Standard
 FREIGHTLINER OF AUSTIN
 1701 SMITH ROAD
 AUSTIN, TX 78721
 Phone: 512-389-0000

OPERATING RANGE



VEHICLE SPECIFICATIONS SUMMARY - OPERATING RANGE

Model.....M2106
 Cab Size (829).....106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
 Desired Cruise Speed (mph).....60.0
 Engine (101)CUM B6.7 280 HP @ 2400 RPM, 2600 GOV, 660 LB/FT @ 1600 RPM
 RPM at Peak Torque.....1600



Prepared for:
 Jeff Ivey
 Williamson County
 710 Main St
 Georgetown, TX 78626
 Phone: 512-639-0144

Prepared by:
 Tom Standard
 FREIGHTLINER OF AUSTIN
 1701 SMITH ROAD
 AUSTIN, TX 78721
 Phone: 512-389-0000

Governed RPM	2600
Transmission (342)	ALLISON 3500 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION
Gear Ratio: LL	N/A
Gear Ratio: L	N/A
Gear Ratio: 1	4.59
Gear Ratio: 2	2.25
Gear Ratio: 3	1.54
Gear Ratio: 4	1
Gear Ratio: 5	0.75
Gear Ratio: 6	0.65
Gear Ratio: 7	N/A
Gear Ratio: 8	N/A
Gear Ratio: 9	N/A
Gear Ratio: 10	N/A
Gear Ratio: 11	N/A
Gear Ratio: 12	N/A
Gear Ratio: 13	N/A
Gear Ratio: 14	N/A
Gear Ratio: 15	N/A
Gear Ratio: 16	N/A
Gear Ratio: 17	N/A
Gear Ratio: 18	N/A
Auxiliary Transmission (352)	NO AUXILIARY TRANSMISSION
Low Gear Ratio	N/A
High Gear Ratio	N/A
Transfer Case (373)	NO TRANSFER CASE
Low Gear Ratio	N/A
High Gear Ratio	N/A
Rear Axle (420)	RS-23-160 23,000# R-SERIES SINGLE REAR AXLE
Number of Speeds	1
Rear Axle Gear Ratio(s)	6.14 REAR AXLE RATIO
Rear Tires (094)	MICHELIN X MULTI D 11R22.5 14 PLY RADIAL REAR TIRES
Revolutions per Mile	496

TABLE SUMMARY - OPERATING RANGE



Prepared for:
Jeff Ivey
Williamson County
710 Main St
Georgetown, TX 78626
Phone: 512-639-0144

Prepared by:
Tom Standard
FREIGHTLINER OF AUSTIN
1701 SMITH ROAD
AUSTIN, TX 78721
Phone: 512-389-0000

Transmission Gear	Transmission Gear Ratio	Rear Axle Ratio	Overall Gear Ratio	Minimum Speed (MPH)	Maximum Speed (MPH)
1	4.59	6.14	28.18	0	11.2
2	2.25	6.14	13.81	14.0	22.8
3	1.54	6.14	9.46	20.5	33.3
4	1.00	6.14	6.14	31.5	51.2
5	0.75	6.14	4.60	42.0	68.3
6	0.65	6.14	3.99	48.5	78.8

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.





TRUCK BODIES & EQUIPMENT INTERNATIONAL, Inc.
Ox Bodies | Crysteel | DuraClass | Rugby | J-Craft | Hardee

Quote Response Form

Estimate	Terms	Quote Date	Expiration Date	Salesperson	Customer	Currency
FA00099944	Net 90 Days	10/26/2017	11/25/2017	HOWARD, CHIP		USD

UM	Quantity	Item	Description	Unit Price	Extended Price
----	----------	------	-------------	------------	----------------

*

Item 2

Yardage 07/08

Body: Maverick

Body: 10' MAVERICK

Hoist Model: 6382

Frame Style: 2x8 RT w/1.5x3 RT xmem on 12 CL (frameless)

Rear Style: Straight

Front Exhaust Notch: No

Front Height: 56"

Side Height Front: 32" 10 Gauge

Side Height Rear: 32"

Rear Height: 40" 7 Gauge

Front Material: 10 Gauge

Floor Material: 7 Gauge

Cabshield Style: Standard

Cabshield Projection: 24"

Cabshield Width: 85"

Tarp Style: Electric - OX ELECTRIC

Tailgate Type: Double Acting

Coal Chute: None

Tailgate Operation: Air

Tailgate Bracing Style: 1 Horizontal (TG height 37" to 54")

Horizontal Side Brace: No

Side Top Rail Style: Standard 4x4 11 GA

Dump Apron: Standard 1/4" Plate - 10"

Side Light Cutouts: Lower Front/Rear Clearance

Cabshield Cutouts: 1 Set

Metro Light Cutouts: 1 set

Dirt Shedding Angle: No

Board Holder Height: 8"

ID: 85"

Cover Bottom Rail with Alum: No

Cab HeightTo be Verified:

Paint: BLACK

Truck: Freightliner

Truck: Installed

Side Boards: 1248918-METAL 8" - Up to 17' body

Hydraulic Tank: 1250598 HYD TANK TOP/FLAT BOTTOM STD PHINST

Rear Hinge: Retro

Hoist: 6382

Cab Controls: Auto Transmission: 1250507-ES PTO/CS Pmp/Aut Trs/Elec MT Tp

Pump - Auto Transmission: 1249981-CS/Auto/Pump G102-D1-2.0(073) C/

PTO - Auto Transmission: 1249994-PTO KIT ELEC AT 280GDFJP-B5RK

Mud Flaps: 1258524-36"Mud Flaps Texas 12" Anti Sail

Backup Alarm: 1248915-Back-Up Alarm

Side Light Quantity: Lower Front Amber / Rear Clearance Red

Cab Shield Light Quantity: 1 set Amber

Metro Light Quantity: 1 set Red

*** Reflective Tape Across Bottom of Tailgate ***

*** Use customer supplied stacks from Freightliner***



Quote Response Form

TRUCK BODIES & EQUIPMENT INTERNATIONAL, Inc.
Ox Bodies | Crysteel | DuraClass | Rugby | J-Craft | Hardee

Ox Bodies INC
719 Columbus Street East
PO Box 886
Fayette AL 35555
USA
800-844-2519

End User: WILLIAMSON COUNTY, TX

Customer: 34358

TOM STANDARD
AUSTIN TRUCK & EQUIPMENT, LTD
D/B/A FOA BODY & EQUIPMENT
1701 SMITH ROAD
Austin TX 78721
USA

Phone: 512-468-7270

Fax: 512-389-2663

Taken By: Hunter Burgess

Estimate	Terms	Quote Date	Expiration Date	Salesperson	Customer Currency
FA00099944	Net 90 Days	10/26/2017	11/25/2017	HOWARD, CHIP	USD

UM	Quantity	Item	Description	Unit Price	Extended Price
EA	1.00	1874078	LS/BS-KIT-TARP ELEC-10-16FT MSH N/FL AL		
EA	1.00	1860594	LS/BS-KIT-HITCH 45TON W/GLADS 7-PIN		

PTO Maintenance:

Per OEM manufacturer guidelines the following recommendations should be followed. Failure to follow OEM guidelines can result in non-warrantable failure.

Within the first week of use, recheck the installation of the PTO. Check for leaks and loose mounting hardware (studs, cap screws, nuts). Recheck the cable or lever connections for proper adjustment and tighten any loose connections. At regular maintenance intervals, check adjustments and lubricate moving parts, tighten and repair the connections, mounting hardware, cable or lever linkage. Refer to OEM owners manual for regular maintenance intervals.

Lift Axle:

Alignment of lift axle must be preformed by end user prior to the unit being placed in service. Failure to properly align the axle prior to being placed in service can cause non-warrantable failure, including but not limited to premature tire wear. The end user is responsible for the alignment prior to placing the unit in service.

VERIFY THAT THE SHIP TO ADDRESS IS CORRECT.

**By signing below I acknowledge that I have reviewed the specs above and confirmed they are correct. I understand that once my order is placed and sent into production that I will not be able to make changes to the order. I assume full ownership of the body once production begins.

X _____

VIN _____ TRANS _____

ETA _____ DUMP BODY COLOR _____

Prepared for:
Jeff Ivey
Williamson County
710 Main St
Georgetown, TX 78626
Phone: 512-639-0144

Prepared by:
Tom Standard
FREIGHTLINER OF AUSTIN
1701 SMITH ROAD
AUSTIN, TX 78721
Phone: 512-389-0000

Jeff Ivey,

2019 Freightliner chassis specs for 8 yd dump truck Item #3, Auto trans, **NO** Trlr towing. Quote includes Cummins ISB 6.7L engine, Allison auto trans. and diff locks. Quote is for chassis and extended warranties.

Thank you,

Tom Standard





FREIGHTLINER OF AUSTIN

1701 Smith Rd. (Hwy. 183 So.)
Austin, Texas 78721

Bus: 512-389-0000
FAX: 512-389-2663
Wats: 1-800-395-2005

Invoice Number

Date: 10-27-2017

PURCHASING NAME Williamson County		TELEPHONE 512-943-3368	
ADDRESS 3151 SE Inner Loop	CITY Georgetown	STATE TX	ZIP CODE 78626

YEAR 2019	MAKE Freightliner	MODEL/BODY M2-106	VIN Order	LICENSE PLATE
--------------	----------------------	----------------------	--------------	---------------

MILEAGE:	
Tx Buy Board 516-16	
Item #3	
2019 Freightliner M2-106 chassis to include Cummins ISB, Allison 3500RDS Ox 7/9 yd ,Rec Hitch, Elec brake	84,745.00
Quote # 99946	
Extended engine warranty 5yr/200K Trans , Towing	2,418.00
Buy Board fee (per PO)	\$400.00

Disclaimer of Warranties

Any warranties on the products sold hereby are those made by the factory. The Seller, *Freightliner of Austin*, hereby expressly disclaims all warranties, either expressed or implied including any implied warranty of merchantability or fitness for a particular purpose, and *Freightliner of Austin*, neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this vehicle.

CUSTOMER SIGNATURE	
SALESMAN SIGNATURE	Tom Standard (512) 468-7270

CONTRACTUAL DISCLOSURE STATEMENT FOR USED VEHICLE ONLY. "The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale."

MILEAGE:	TRADE-IN
----------	----------

YEAR	MAKE	MODEL/BODY	VIN	LICENSE PLATE
------	------	------------	-----	---------------

MILEAGE:	TRADE-IN
----------	----------

YEAR	MAKE	MODEL/BODY	VIN	LICENSE PLATE
------	------	------------	-----	---------------

		TOTAL	87,563.00
PAYOFF TO:		Trade Allowance	
ADDRESS:		Trading Difference	
		Sales Tax	
GOOD UNTIL:		Vehicle Inventory Tax	
QUOTED BY:		License Fee	
SHOW LEIN TO:	Body Type:	Documentary Fee	
ADDRESS:	License Wt.:	Federal Excise Tax	
	State Insp.:	TOTAL SALE PRICE	87,563.00
DATED:	LIEN AMOUNT \$	License:	Payoff on Trade
DRAFT FOR \$		Title:	Ext. Service Agreement
DRAFT THRU:		Transfer:	Less Deposit
ADDRESS:		Total Balance Due	87,563.00

Prepared for:
 Jeff Ivey
 Williamson County
 710 Main St
 Georgetown, TX 78626
 Phone: 512-639-0144

Prepared by:
 Tom Standard
 FREIGHTLINER OF AUSTIN
 1701 SMITH ROAD
 AUSTIN, TX 78721
 Phone: 512-389-0000

CONDENSED SPECIFICATION PROPOSAL

Description	Weight Front	Weight Rear
Vehicle Configuration		
M2 106 CONVENTIONAL CHASSIS SET BACK AXLE - TRUCK	5,759	3,503
Engine		
CUM B6.7 280 HP @ 2400 RPM, 2600 GOV, 660 LB/FT @ 1600 RPM		
Engine Equipment		
RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE	30	25
Transmission		
ALLISON 3500 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION	200	60
Front Axle and Equipment		
DETROIT DA-F-12.0-3 12,000# FF1 71.5 KPI/3.74 DROP SINGLE FRONT AXLE		
Front Suspension		
12,000# DUAL TAPERLEAF FRONT SUSPENSION	42	
Rear Axle and Equipment		
RS-23-160 23,000# R-SERIES SINGLE REAR AXLE 6.14 REAR AXLE RATIO		180
Rear Suspension		
23,000# FLAT LEAF SPRING REAR SUSPENSION WITH HELPER AND RADIUS ROD		120
Wheelbase & Frame		
3875MM (153 INCH) WHEELBASE 11/32X3-1/2X10-15/16 INCH STEEL FRAME (8.73MMX277.8MM/0.344X10.94 INCH) 120KSI	-110	160
Fuel Tanks		
50 GALLON/189 LITER RECTANGULAR ALUMINUM FUEL TANK - LH	20	
Tires		
MICHELIN XZE2 11R22.5 14 PLY RADIAL FRONT TIRES	12	



Prepared for:
 Jeff Ivey
 Williamson County
 710 Main St
 Georgetown, TX 78626
 Phone: 512-639-0144

Prepared by:
 Tom Standard
 FREIGHTLINER OF AUSTIN
 1701 SMITH ROAD
 AUSTIN, TX 78721
 Phone: 512-389-0000

Description	Weight Front	Weight Rear
MICHELIN X MULTI D 11R22.5 14 PLY RADIAL REAR TIRES		96

Wheels

MAXION WHEELS 90541 22.5X8.25 10-HUB PILOT
 6.20 INSET 2-HAND STEEL DISC FRONT WHEELS
 MAXION WHEELS 90541 22.5X8.25 10-HUB PILOT 2-
 HAND STEEL DISC REAR WHEELS

Cab Exterior

106 INCH BBC FLAT ROOF ALUMINUM
 CONVENTIONAL CAB

Color

CAB COLOR A: L0006EB WHITE ELITE BC
 BLACK, HIGH SOLIDS POLYURETHANE CHASSIS
 PAINT

Weight Summary

	Weight Front	Weight Rear	Total Weight
Factory Weight ⁺	6057 lbs	4239 lbs	10296 lbs
Total Weight ⁺	6057 lbs	4239 lbs	10296 lbs

ITEMS NOT INCLUDED IN ADJUSTED LIST PRICE

Other Factory Charges

DELIVERY & ORDER PROCESSING CHARGE

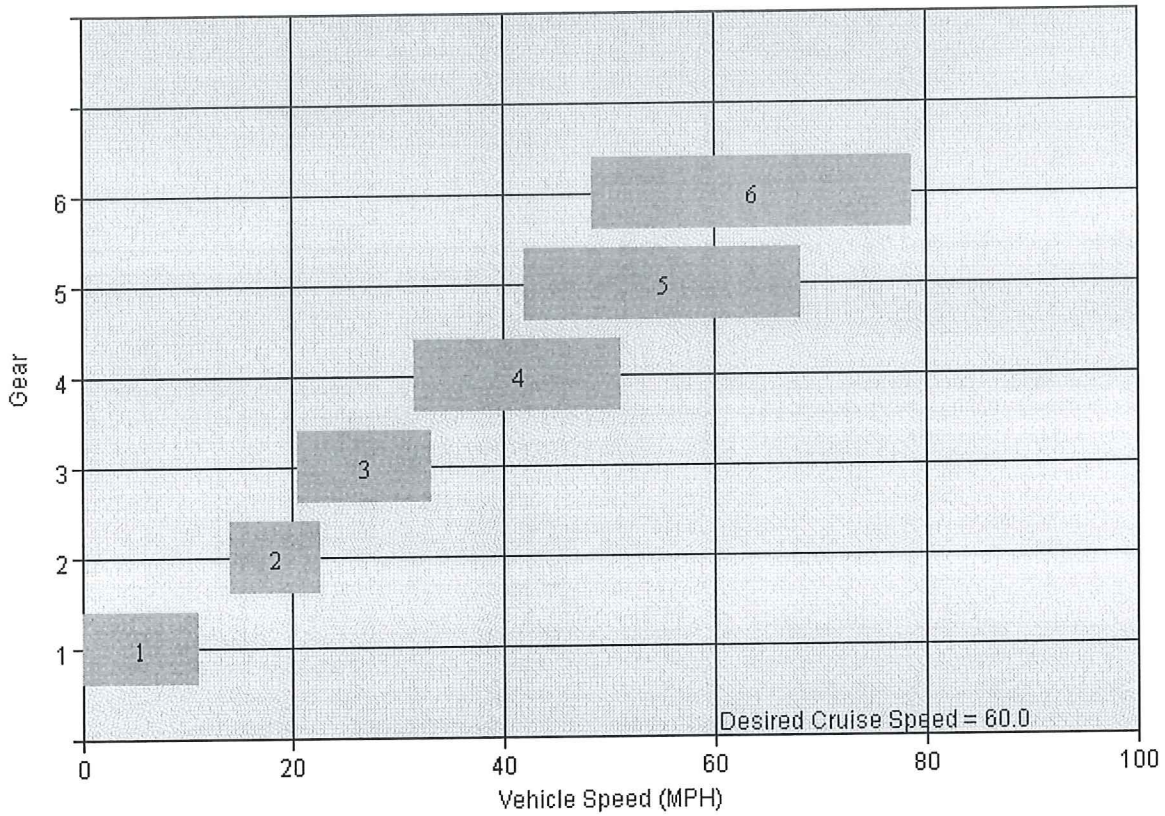
(+) Weights shown are estimates only.
 If weight is critical, contact Customer Application Engineering.



Prepared for:
 Jeff Ivey
 Williamson County
 710 Main St
 Georgetown, TX 78626
 Phone: 512-639-0144

Prepared by:
 Tom Standard
 FREIGHTLINER OF AUSTIN
 1701 SMITH ROAD
 AUSTIN, TX 78721
 Phone: 512-389-0000

OPERATING RANGE



VEHICLE SPECIFICATIONS SUMMARY - OPERATING RANGE

ModelM2106
 Cab Size (829) 106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
 Desired Cruise Speed (mph) 60.0
 Engine (101) CUM B6.7 280 HP @ 2400 RPM, 2600 GOV, 660 LB/FT @ 1600 RPM
 RPM at Peak Torque 1600



Prepared for:
 Jeff Ivey
 Williamson County
 710 Main St
 Georgetown, TX 78626
 Phone: 512-639-0144

Prepared by:
 Tom Standard
 FREIGHTLINER OF AUSTIN
 1701 SMITH ROAD
 AUSTIN, TX 78721
 Phone: 512-389-0000

Governed RPM	2600
Transmission (342)	ALLISON 3500 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION
Gear Ratio: LL.....	N/A
Gear Ratio: L.....	N/A
Gear Ratio: 1.....	4.59
Gear Ratio: 2.....	2.25
Gear Ratio: 3.....	1.54
Gear Ratio: 4.....	1
Gear Ratio: 5.....	0.75
Gear Ratio: 6.....	0.65
Gear Ratio: 7.....	N/A
Gear Ratio: 8.....	N/A
Gear Ratio: 9.....	N/A
Gear Ratio: 10.....	N/A
Gear Ratio: 11.....	N/A
Gear Ratio: 12.....	N/A
Gear Ratio: 13.....	N/A
Gear Ratio: 14.....	N/A
Gear Ratio: 15.....	N/A
Gear Ratio: 16.....	N/A
Gear Ratio: 17.....	N/A
Gear Ratio: 18.....	N/A
Auxiliary Transmission (352)	NO AUXILIARY TRANSMISSION
Low Gear Ratio	N/A
High Gear Ratio	N/A
Transfer Case (373)	NO TRANSFER CASE
Low Gear Ratio	N/A
High Gear Ratio	N/A
Rear Axle (420)	RS-23-160 23,000# R-SERIES SINGLE REAR AXLE
Number of Speeds	1
Rear Axle Gear Ratio(s)	6.14 REAR AXLE RATIO
Rear Tires (094)	MICHELIN X MULTI D 11R22.5 14 PLY RADIAL REAR TIRES
Revolutions per Mile.....	496

TABLE SUMMARY - OPERATING RANGE



Prepared for:
 Jeff Ivey
 Williamson County
 710 Main St
 Georgetown, TX 78626
 Phone: 512-639-0144

Prepared by:
 Tom Standard
 FREIGHTLINER OF AUSTIN
 1701 SMITH ROAD
 AUSTIN, TX 78721
 Phone: 512-389-0000

Transmission Gear	Transmission Gear Ratio	Rear Axle Ratio	Overall Gear Ratio	Minimum Speed (MPH)	Maximum Speed (MPH)
1	4.59	6.14	28.18	0	11.2
2	2.25	6.14	13.81	14.0	22.8
3	1.54	6.14	9.46	20.5	33.3
4	1.00	6.14	6.14	31.5	51.2
5	0.75	6.14	4.60	42.0	68.3
6	0.65	6.14	3.99	48.5	78.8

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.





Quote Response Form

TRUCK BODIES & EQUIPMENT INTERNATIONAL, Inc.
Ox Bodies | Crysteel | DuraClass | Rugby | J-Craft | Hardee

Estimate	Terms	Quote Date	Expiration Date	Salesperson	Customer Currency
FA00099946	Net 90 Days	10/26/2017	11/25/2017	HOWARD, CHIP	USD

UM	Quantity	Item	Description	Unit Price	Extended Price
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*

Yardage 07/08

Item # 3

Body: Maverick

Body: 10' MAVERICK

Hoist Model: 6382

Frame Style: 2x8 RT w/1.5x3 RT xmem on 12 CL (frameless)

Rear Style: Straight

Front Exhaust Notch: No

Front Height: 56"

Side Height Front: 32" 10 Gauge

Side Height Rear: 32"

Rear Height: 40" 7 Gauge

Front Material: 10 Gauge

Floor Material: 7 Gauge

Cabshield Style: Standard

Cabshield Projection: 24"

Cabshield Width: 85"

Tarp Style: Electric - OX ELECTRIC

Tailgate Type: Double Acting

Coal Chute: None

Tailgate Operation: Air

Tailgate Bracing Style: 1 Horizontal (TG height 37" to 54")

Horizontal Side Brace: No

Side Top Rail Style: Standard 4x4 11 GA

Dump Apron: Standard 1/4" Plate - 10"

Side Light Cutouts: Lower Front/Rear Clearance

Cabshield Cutouts: 1 Set

Metro Light Cutouts: 1 set

Dirt Shedding Angle: No

Board Holder Height: 8"

ID: 85"

Cover Bottom Rail with Alum: No

Cab HeightTo be Verified:

Paint : BLACK

Truck: Freightliner

Truck: Installed

Side Boards: 1248918-METAL 8" - Up to 17' body

Hydraulic Tank: 1250598 HYD TANK TOP/FLAT BOTTOM STD PHINST

Rear Hinge: Retro

Hoist: 6382

Cab Controls: Auto Transmission: 1250507-ES PTO/CS Pmp/Aut Trs/Elec MT Tp

Pump - Auto Transmission: 1249981-CS/Auto/Pump G102-D1-2.0(073) C/

PTO - Auto Transmission: 1249994-PTO KIT ELEC AT 280GDFJP-B5RK

Mud Flaps: 1258524-36"Mud Flaps Texas 12" Anti Sail

Backup Alarm: 1248915-Back-Up Alarm

Side Light Quantity: Lower Front Amber / Rear Clearance Red

Cab Shield Light Quantity: 1 set Amber

Metro Light Quantity: 1 set Red

*** Reflective Tape Across Bottom of Tailgate ***

*** Use customer supplied stacks from Freightliner***



TRUCK BODIES & EQUIPMENT INTERNATIONAL, Inc.
Ox Bodies | Crysteel | DuraClass | Rugby | J-Craft | Hardee

Quote Response Form

Ox Bodies INC
719 Columbus Street East
PO Box 886
Fayette AL 35555
USA
800-844-2519

End User: WILLIAMSON COUNTY, TX
Customer: 34358
TOM STANDARD
AUSTIN TRUCK & EQUIPMENT, LTD
D/B/A FOA BODY & EQUIPMENT
1701 SMITH ROAD
Austin TX 78721
USA
Phone: 512-468-7270
Fax: 512-389-2663

Taken By: Hunter Burgess

Estimate	Terms	Quote Date	Expiration Date	Salesperson	Customer Currency
FA00099946	Net 90 Days	10/26/2017	11/25/2017	HOWARD, CHIP	USD

UM	Quantity	Item	Description	Unit Price	Extended Price
EA	1.00	1874078	LS/BS-KIT-TARP ELEC-10-16FT MSH N/FL AL		
EA	1.00	1250132	HITCH 22" RECEIVER 6-PIN INSTALL		

PTO Maintenance:

Per OEM manufacturer guidelines the following recommendations should be followed. Failure to follow OEM guidelines can result in non-warrantable failure.

Within the first week of use, recheck the installation of the PTO. Check for leaks and loose mounting hardware (studs, cap screws, nuts). Recheck the cable or lever connections for proper adjustment and tighten any loose connections. At regular maintenance intervals, check adjustments and lubricate moving parts, tighten and repair the connections, mounting hardware, cable or lever linkage. Refer to OEM owners manual for regular maintenance intervals.

Lift Axle:

Alignment of lift axle must be preformed by end user prior to the unit being placed in service. Failure to properly align the axle prior to being placed in service can cause non-warrantable failure, including but not limited to premature tire wear. The end user is responsible for the alignment prior to placing the unit in service.

VERIFY THAT THE SHIP TO ADDRESS IS CORRECT.

**By signing below I acknowledge that I have reviewed the specs above and confirmed they are correct. I understand that once my order is placed and sent into production that I will not be able to make changes to the order. I assume full ownership of the body once production begins.

X _____

VIN _____ TRANS _____

ETA _____ DUMP BODY COLOR _____

EA	1.00	1250067	ELECTRIC BRAKE CONTROL INSTALL		
----	------	---------	--------------------------------	--	--



FREIGHTLINER OF AUSTIN

1701 Smith Rd. (Hwy. 183 So.)
Austin, Texas 78721

Bus: 512-389-0000
FAX: 512-389-2663
Wats: 1-800-395-2005

Invoice Number

Date: 10-31-2017

PURCHASING NAME Williamson County		TELEPHONE 512-639-0144	
ADDRESS 3151 SE Inner Loop	CITY Georgetown	STATE Tx	ZIP CODE 78626

YEAR 2018	MAKE CTS	MODEL/BODY CTS 32	Rock Mstr	VIN Order	LICENSE PLATE
--------------	-------------	----------------------	-----------	--------------	---------------

MILEAGE:				
Buy Board Contract #516-16				
2018 CTS Rock Master 32' End dump to include Elec bow tarp, Hubometer and 22.5" tires and wheels				37,584.00
Fee included				
FOB Austin				
Allow approx 8 Wks for production				

Disclaimer of Warranties

Any warranties on the products sold hereby are those made by the factory. The Seller, *Freightliner of Austin*, hereby expressly disclaims all warranties, either expressed or implied including any implied warranty of merchantability or fitness for a particular purpose, and *Freightliner of Austin*, neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this vehicle.

CUSTOMER SIGNATURE

SALESMAN SIGNATURE Tom Standard 512-468-7270

CONTRACTUAL DISCLOSURE STATEMENT FOR USED VEHICLE ONLY. *The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.*

MILEAGE:	TRADE-IN
-----------------	-----------------

YEAR	MAKE	MODEL/BODY	VIN	LICENSE PLATE
------	------	------------	-----	---------------

MILEAGE:	TRADE-IN
-----------------	-----------------

YEAR	MAKE	MODEL/BODY	VIN	LICENSE PLATE
------	------	------------	-----	---------------

		TOTAL	37,584.00
PAYOFF TO:		Trade Allowance	
ADDRESS:		Trading Difference	
		Sales Tax	
GOOD UNTIL:		Vehicle Inventory Tax	
QUOTED BY:		License Fee	
SHOW LEIN TO:		Documentary Fee	
ADDRESS:		Federal Excise Tax	
		TOTAL SALE PRICE	37,584.00
DATED:	LIEN AMOUNT \$	Payoff on Trade	
DRAFT FOR \$		Ext. Service Agreement	
DRAFT THRU:		Less Deposit	
ADDRESS:		Total Balance Due	37,584.00

Commissioners Court - Regular Session

48.

Meeting Date: 11/14/2017

Advertisement Approval IFB 1711 203 Striping

Submitted For: Randy Barker

Submitted By: Thomas Skiles, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for Striping under IFB # 1711-203.

Background

Williamson County is seeking qualified companies to provide: Reflectorized Pavement Markings, Raised Pavement Markers, and Eliminating Existing Pavement Markings and Markers in accordance with Items 666, 672, and 677 of the Texas Department of Transportation, Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges 2014.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Bid Packet

Form Review

Inbox

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Thomas Skiles
Final Approval Date: 11/09/2017

Reviewed By

Kerstin Hancock
Rebecca Clemons

Date

11/09/2017 11:17 AM
11/09/2017 11:31 AM
Started On: 11/08/2017 07:37 AM

Solicitation 1711-203

Striping

Bid Designation: Public



Williamson County, Texas

Bid 1711-203 Striping

Bid Number 1711-203
Bid Title Striping

Bid Start Date In Held
Bid End Date Dec 5, 2017 3:00:00 PM CST
Question & Answer End Date Dec 1, 2017 5:00:00 PM CST

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

Contract Duration 1 year
Contract Renewal 2 annual renewals
Prices Good for 1 year

Bid Comments **Williamson County is seeking qualified companies to provide: Reflectorized Pavement Markings, Raised Pavement Markers, and Eliminating Existing Pavement Markings and Markers in accordance with Items 666, 672, and 677 of the Texas Department of Transportation, Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges 2014.**

Item Response Form

Item 1711-203-01-01 - Please Attach All Documents To This Line

Quantity 1 each

Prices are not requested for this item.

Delivery Location **Williamson County, Texas**

No Location Specified

Qty 1

Description

Please Attach All Documents To This Line



PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION

WILLIAMSON COUNTY PURCHASING DEPARTMENT SOLICITATION 1711-203 Striping

**BIDS MUST BE RECEIVED ON OR BEFORE:
Dec 5, 2017 3:00:00 PM CST**

**BIDS WILL BE PUBLICLY OPENED:
Dec 5, 2017 3:00:00 PM CST**

Notice is hereby given that sealed Bids for the above-mentioned goods and/or services will be accepted by the Williamson County Purchasing Department. Williamson County uses BidSync to distribute and receive bids. Specifications for this IFB may be obtained by registering at www.bidsync.com.

Williamson County prefers and requests electronic submittal of this Bid.

All electronic bids must be submitted via: www.bidsync.com

Electronic bids are requested, however paper bids will currently still be received, until further notice and may be mailed or delivered to the address listed below.

Bidders are strongly encouraged to carefully read this entire IFB.

All interested Bidders are invited to submit a Bid in accordance with the Instructions and General Requirements, Bid Format, Bid Specifications, and Definitions, Terms and Conditions stated in this IFB.

Please note that a complete package must be submitted choosing one of the above two methods. Split packages submitted will be considered “unresponsive” and will not be accepted or evaluated.

Williamson County will not accept any Bids received after the submittal deadline, and shall return such Bids unopened to the Bidder.

General Information:

- If mailed or delivered in person, Bids and Bid addenda are to be delivered in sealed envelope on or before the submittal deadline, as noted in the Public Announcement and General Information listed above for this IFB, to:

Williamson County Purchasing Department
Attn: **BID NAME AND NUMBER**
901 South Austin Avenue
Georgetown, Texas 78626

- Bidders should list the Bid Number, Bid Name, Name and Address of Bidder, and the Date of the Bid opening on the outside of the box or envelope and note "Sealed Bid Enclosed."
 - Bidder should submit one (1) original.
 - Williamson County will NOT be responsible for unmarked or improperly marked envelopes.
 - Williamson County will not accept any responsibility for Bids being delivered by third party carriers.
 - Facsimile transmittals will NOT be accepted.
- Bids will be opened publicly in a manner; however, to avoid public disclosure of contents only the names and of Bidders and prices will be read aloud.
 - All submitted questions with their answers will be posted and updated on www.bidsync.com.
 - It is the Bidder's responsibility to review all documents in BidSync, including any Addenda that may have been added after the document packet was originally released and posted.
 - Any Addenda and/or other information relevant to the IFB will be posted on www.bidsync.com.
 - The Williamson County Purchasing Department takes no responsibility to ensure any interested Bidder has obtained any outstanding addenda or additional information.



Williamson County – Invitation for Bid (IFB)

SECTION 1 - DEFINITIONS

Addendum/Addenda – means any written or graphic instruments issued by the County prior to the consideration of Bids which modify or interpret the Bid Documents by additions, deletions, clarifications, or corrections.

Agreement/Ensuing Agreement(s) – means the Successful Bidder may be required by the County to sign an additional Agreement containing terms necessary to ensure compliance with the IFB and the Bidder's Bid. Such Ensuing Agreement(s) shall contain the Bid specifications, terms and conditions that are derived from the IFB.

Bid Documents – means the Legal Notice, IFB including attachments, and any Addenda issued by the County prior to the consideration of any Bids.

Bid – means the completed and signed bid form, (sometimes referred to as the Price Sheet), and ALL required forms and documentation listed in the IFB package which have been submitted in accordance with the terms and conditions described in the IFB package. A Bid submitted in accordance with this IFB is irrevocable during the specified period for evaluation and acceptance of Bids unless a waiver is obtained from the Williamson County Purchasing Agent.

Bidder – means a person or entity who submits a Bid in response to this IFB.

Contract – means this IFB and the Bid of the Successful Bidder shall become a Contract between the Successful Bidder and the County once the Successful Bidder's Bid is properly accepted by the Williamson County Commissioners Court.

Commissioner's Court – means the Williamson County Commissioners Court.

County – means Williamson County, a political subdivision of the State of Texas.

Invitation for Bid (IFB) – means this document, together with the attachments thereto and any future Addenda issued by the County.

Successful Bidder – means the liable Bidder to whom the County intends to award the Contract.

SECTION 2 - BID FORMAT AND SUBMISSION

2.1 ORGANIZATION OF BID CONTENTS FOR SUBMITTAL

Each Bid should be organized and items submitted in the order described below:

- A. Transmittal Letter. Please see Section 2.3, Transmittal Letter, for more information.
- B. Price Sheet.
- C. Conflict of Interest Questionnaire. Please see Section 2.2, Conflict of Interest, for more information in regards to this. Please note that even if you deem there to be no Conflict of Interest, this signed questionnaire must be included in your package.
- D. References. Please see Section 3.15, References, for more information.
- E. Bid Affidavit.
- F. Form 1295. Please see Section 2.4, Certificate of Interested Parties – Form 1295.

2.2 CONFLICT OF INTEREST

No public official shall have interest in a Contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code, Title 5, Subtitle C, Chapter 171, as amended.

As of January 1, 2006, all Bidders are responsible for complying with Local Government Code, Title 5, Subtitle C, Chapter 176. Additional information may be obtained from the County's website at the following link:

<http://www.wilco.org/CountyDepartments/Purchasing/ConflictofInterestDisclosure/tabid/689/language/en-US/Default.aspx>

Each Bidder must disclose any existing or potential conflict of interest relative to the performance of the requirements of this IFB. **Examples of potential conflicts of interest may include an existing business or personal relationship between the Bidder, its principal, or any affiliate or subcontractor with the County or any other entity or person involved in any way with the project that is subject to this IFB.** Similarly, any personal or business relationship between the Bidder, the principals, or any affiliate or subcontractor with any employee, or official of the County or its suppliers must be disclosed. Any such relationship that might be perceived or represented as a conflict must be disclosed. Failure to disclose any such relationship or reveal personal relationships with the County employees or officials may be cause for termination.

The County will decide if an actual or perceived conflict should result in Bid disqualification.

By submitting a Bid in response to this IFB, all Bidders affirm they have not given, nor intend to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a the County public servant or any employee, official or representative of same, in connection with this procurement.

Each Bidder must provide a Conflict of Interest Statement with their Bid Package. Package may be deemed incomplete without this form.

2.3 TRANSMITTAL LETTER

The Bidder should submit a Transmittal Letter that provides the following information:

- A. Name and address of individual or business entity submitting the Bid.
- B. Name, physical address, email address, business and fax number of the Bidder's principal contact person regarding all contractual matters relating to this IFB.
- C. The Bid's Federal Employer Identification Number.
- D. If the Proposal being submitted will have an effect on air quality for the County (as it relates to any state, federal, or voluntary air quality standard), then the Respondent is encouraged to provide information in narrative indicating the anticipated air quality impact. See Section 4.36, Air Quality for more information.

2.4 CERTIFICATE OF INTERESTED PARTIES – FORM 1295

As of January 1, 2016, all Successful Bidders are responsible for complying with the Texas Government Code, Section 2252.908. The law states that the County may not enter into certain contracts with a Bidder unless the Bidder submits a disclosure of interested parties to the County at the time the Bidder submits the signed Contract. The law applies only to a Contract of the County on or after January 1, 2016 that either:

- A. Requires an action or vote by the Commissioners Court before the Contract may be signed (all contracts that fall under the jurisdiction of the Commissioners Court approval, such as contracts resulting from an Initiation for Bid (IFB), RFP, Request for Qualifications (RFQ), etc., excluding, but not limited to, certain Juvenile Service contracts, contracts funded with Sheriff's seized monies, etc.); or
- B. Has a value of at least \$1,000,000.

By January 1, 2016, the Texas Ethics Commission will make available on its website, a new filing application that must be used to file Form 1295. Information regarding how to use the filing application is available on the Texas Ethics Commission website at the following link:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

A Respondent must:

- A. Use the online application to process the required information on Form 1295.
- B. Print a copy of the form which will contain a unique certification number.
- C. An authorized agent of the Bidder must sign the printed copy of the form.
- D. Have the form notarized.
- E. File the completed Form 1295 and certification of filing (scanning and emailing form is sufficient) with Williamson County Purchasing Agent at the time the signed Contract is submitted for approval.

After the Commissioners Court award of the Contract, the County shall notify the Texas Ethics Commission, using the Texas Ethics Commission's filing application, of the receipt of the filed Form 1295 and certification of filing not later than the 30th day after the date the Contract binds all parties to the Contract. The Texas Ethics Commission will post the completed Form 1295 to its website within seven business days after receiving notice from the County.

2.5 ETHICS

The Bidder shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official or agent of the County.

2.6 BID SUBMITTAL DEADLINE

The Bid is due no later than the submittal date and time set forth in the Public Announcement and General Information listed in this IFB package. Contents of each Bid shall be submitted in accordance with this IFB.

2.7 DELIVERY OF BIDS

The County uses BidSync to distribute and receive Bids and proposals. It is preferred that Bids submitted electronically through BidSync; however, Bidders can submit a hard copy.

Refer to www.bidsync.com for further information on how to submit electronically.

If mailed or delivered in person, Bids and Bid Addenda are to be delivered in sealed envelope on or before the submittal deadline, as noted in the Public Announcement and General Information listed in this IFB package, to:

Williamson County Purchasing Department
Attn: **Bid Name and Number**
901 South Austin Avenue
Georgetown, Texas 78626

Also, all Bidders should list their Name and Address, and the Date of the Bid opening on the outside the box or envelope and note "Sealed Bid Enclosed." The County will not accept any Bids received after the submittal deadline, and shall return such Bids unopened to the Bidder. The County will not accept any responsibility for Bids being delivered by third party carriers.

Bids will be opened publically and the names of Bidders and pricing will be read aloud.

SECTION 3 - INSTRUCTIONS AND GENERAL REQUIREMENTS

3.1 INSTRUCTIONS

Read this document carefully, and follow all instructions and requirements. All Bidders are responsible for fulfilling all requirements and specifications. Be sure to have a clear understanding of this IFB.

General requirements apply to all advertised IFBs; however, these may be superseded, in whole or in part, by the bid specifications, Addenda and modifications issued as a part of this IFB. Be sure your Bid package is complete.

3.2 AMBIGUITY, CONFLICT, OR OTHER ERRORS IN THIS IFB

If a Bidder discovers any ambiguity, conflict, discrepancy, omission or other error in this IFB, the Bidder shall immediately notify the County Purchasing Department of such error in writing and request modification or clarification of the document.

Modifications will be made by issuing Addenda. If the Bidder fails to notify the County prior to the date and time fixed for submission of Bids of an error or ambiguity in the IFB known to the Bidder, or an error or ambiguity that reasonably should have been known to the Bidder, then the Bidder shall be deemed to have waived the error or ambiguity or its later resolution.

The County may also modify the IFB, no later than forty-eight (48) hours prior to the date and time fixed for submission of Bids, by issuance of an Addendum. All Addenda will be numbered consecutively, beginning with one (1).

3.3 NOTIFICATION OF MOST CURRENT ADDRESS

All Bidders in receipt of this IFB shall notify the Williamson County Purchasing Department of any address changes, contact person changes, and/or telephone number changes no later than forty-eight (48) hours prior to the date and time fixed for submission of Bids.

3.4 SIGNATURE OF BIDDER

- A. If the Bidder is a Corporation or Limited Liability Company, the legal name of the Corporation Limited Liability Company shall be provided together with the signature of the officer or officers authorized to sign on behalf of such entity.
- B. If the Bidder is a General Partnership, the true name of the firm shall be provided with the signature of each partner authorized to sign.
- C. If the Bidder is a Limited Partnership, the name of the Limited Partner's General Partner shall be provided with the signature of the officer authorized to sign on behalf of the General Partner.
- D. If the Bidder is a Sole Proprietor(s) (individual), each Sole Proprietor(s) shall sign.
- E. If signature is by an agent, other than the Sole Proprietor(s) or an officer of a Corporation, Limited Liability Company, General Partner or a member of a General Partnership, a power of attorney equivalent document must be submitted to the Williamson County Purchasing Department.

3.5 ASSUMED BUSINESS NAME

If the Bidder operates business under an Assumed Business Name, the Bidder must have on file with the Williamson County Clerk a current Assumed Name Certificate and provide a file marked copy of same.

3.6 BID OBLIGATION

The contents of the IFB, Bid, and any clarification thereof submitted by the Successful Bidder shall become part of the contractual obligation and incorporated by reference into the Contract and any Ensuing Agreement(s).

3.7 COMPLIANCE WITH IFB SPECIFICATIONS

It is intended that this IFB describe the requirements and the Bid format in sufficient detail to secure comparable Bids. Failure to comply with all provisions of the IFB may, at the sole discretion of the County, result in disqualification.

3.8 WITHDRAWAL OF BID

The Bidder may withdraw its Bid by submitting a written request with the company letterhead and the signature of an authorized individual, as described in Section 3.4, Signature of Bidder, to the Williamson County Purchasing Department any time prior to the submission deadline.

The Bidder may submit a new Bid prior to the deadline. Alterations of the Bid in any manner will not be considered if submitted after the deadline. Withdrawal of a Bid after the deadline will be subject to written approval of the Williamson County Purchasing Agent.

3.9 EVALUATION AND AWARD

The County reserves the right to use all pertinent information (also learned from sources other than disclosed in the Bid process) that might affect the County's judgment as to the appropriateness of award to the lowest and best evaluated Bid. This information may be appended to the Bid evaluation process results. Information on a Bidder from reliable sources, and not within the Bidder's Bid, may also be noted and made part of the evaluation file. The County shall have sole discretion for determining the reliability of the source.

To ensure the proper and fair evaluation of a solicitation, the County prohibits unsolicited communication initiated by the Bidder to the County Official or Employee evaluating or considering the Bids prior to the time an award has been made. Unsolicited communication may be ground for disqualifying the offending Bidder from consideration or award of the solicitation, or any future solicitation.

Communication between the Bidder and the County will be initiated by the appropriate County Official Employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the solicitation.

The County intends to award a Contract to the most responsible and responsive Bidder whose Bid will be most advantageous to the County. In accordance with Texas Government Code and Local Government Code, the County may consider, to the extent allowed by law, the following:

- A. Price;
- B. The Bidder's experience and reputation;
- C. Quality of the Bidder's goods and/or services;
- D. The Bidder's safety record;
- E. The Bidder's proposed personnel;
- F. The Bidder's financial capabilities; and
- G. Any other relevant factors specifically listed in this IFB or authorized by law.

3.10 CONSIDERATION OF LOCATION OF PRINCIPAL OFFICE

Pursuant to Texas Local Government Code, Section 271.905, in purchasing any real property or personal property that is not affixed to real property, if the County receives one or more Bids from a Bidder whose principal place of business is in Williamson County and whose Bid is within three (3) percent of the lowest Bid price received by the County from a Bidder who is not a resident of Williamson County, the County may enter into a contract with:

- A. The lowest Bidder; or the Bidder whose principal place of business is in Williamson County if the Commissioners Court determines, in writing, that the local Bidder offers the County the best combination of contract price and additional economic development opportunities Williamson County created by the contract award, including the employment of residents Williamson County and increased tax revenues to Williamson County.

3.11 REJECTION OR ACCEPTANCE.

It is understood that the Commissioners Court of Williamson County, Texas, reserves the right to accept or reject any and/or all Bids for any or all goods and/or services covered in this IFB, and to waive informalities or defects in the Bid or to accept such Bid, if it shall deem to be in the best interest of the County.

Awards should be made approximately sixty (60) business days after the Bid opening date. Results may be obtained by viewing the Williamson County vendor portal at the following link:

<http://www.wilco.org/CountyDepartments/Purchasing/SearchforaPastBid/tabid/5213/language/en-US/Default.aspx>

3.12 RESPONSIBILITY

It is expected that a prospective Bidder will be able to affirmatively demonstrate responsibility. A prospective Bidder should be able to meet the following requirements:

- A. Have adequate financial resources, or the ability to obtain such resources as required;
- B. Be able to comply with the required or proposed delivery schedule;
- C. Have a satisfactory record of performance that can be determined thru references provided; and
- D. Be otherwise qualified and eligible to receive an award.

The County may request representation and other information sufficient to determine the Bidder's ability to meet these minimum standards listed above.

3.13 FIRM PRICING

For unit price items, all of the items listed are to be on a "per unit" basis, stating a firm price per unit or unit quantity of each item. The Bidder must submit a firm price that must be good from the date of Bid opening for the fixed period of time set out in this IFB. Unless the IFB expressly states otherwise, this period shall be until the end of the Initial Contract Period.

Bids which do not state a fixed price, or which are subject to change without notice, will not be considered. The Court may award a Contract for the period implied or expressly stated in the lowest and best Bid.

3.14 PURCHASE ORDERS

If required by the Williamson County Purchasing Department, a purchase order(s) may be generated to the Successful Bidder for goods and/or services. If a purchase order is issued, the purchase order number must appear on all itemized invoices and/or requests for payment.

3.15 SILENCE OF SPECIFICATIONS

The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

3.16 REFERENCES

The County may require the Bidder to supply a list of at least three (3) references where like services and/or goods have been supplied by their firm within the past five (5) years, to include names, titles, phone numbers and email addresses of key personnel, and dates of performance.

The County may contact some or all of the references in order to determine the Respondent performance record on work similar to that described in this RFP. The County reserves the right to contact references other than those provided in the response and to use the information gained from them in the evaluation process.

References, if requested, should be provided in accordance with this IFB. Bid may not be deemed complete without the inclusion of requested references.

SECTION 4 - TERMS AND CONDITIONS

4.1 VENUE AND GOVERNING LAW

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

4.2 INCORPORATION BY REFERENCE AND PRECEDENCE

- A. The Contract shall be derived from the IFB and its Addenda (if applicable), and the Bidder's Bid. In the event of a dispute under the Contract, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence:
1. The IFB and its Addenda (if applicable); and
 2. The Bidder's Bid.
- B. In the event the County requires that an Ensuing Agreement be executed following award and a dispute arises between the terms and conditions of the Ensuing Agreement, the IFB and its Addenda (if applicable), and the Bidder's Bid, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence:
1. Terms and conditions of the Ensuing Agreement;
 2. The IFB its Addenda; and
 3. The Bidder's Bid.

4.3 OWNERSHIP OF BID

Each Bid shall become the property of the County upon submittal and will not be returned to Bidders unless received after the submittal deadline.

4.4 DISQUALIFICATION OF BIDDER

Upon signing and submittal of the Bid, a Bidder offering to sell supplies, materials, services, or equipment to the County, certifies that the Bidder has not violated the antitrust laws of the State of Texas codified in Business & Commerce Code, Section 15.01, or the Federal Antitrust Laws, and has not communicated directly or indirectly the offer made to any competitor or any other person engaged in such line of business. Any or all Bids may be rejected if the County believes that collusion exists among the Bidders.

4.5 FUNDING

The County intends to budget and make sufficient funds available and authorize funds for expenditure to finance the costs of the Contract. All Bidders understand and agree that the County's payment of amounts under the Contract shall be contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to make payments under this Contract.

4.6 ASSIGNMENT, SUCCESSORS AND ASSIGNS

The Successful Bidder may not assign, sell, or otherwise transfer the Contract or any other rights or interests obtained under the Contract without written permission of the Commissioners Court. The Contract and any Ensuing Agreement(s) shall be binding upon and inure to the benefit of the contracting parties hereto and their respective successors and permitted assigns.

4.7 IMPLIED REQUIREMENTS

Products or services not specifically described or required in the IFB, but are necessary to provide the functional capabilities described by the Bidder, shall be implied and deemed to be included in the Bid.

4.8 TERMINATION

- A. Termination for Cause:** The County reserves the right to terminate the Contract and/or any Ensuing Agreement(s) for default if the Successful Bidder breaches any of the Bid specifications, terms and conditions, including warranties of the Bidder, if any, or if the Successful Bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies the County may have at law or in equity or as may otherwise provided hereunder. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all other requirements to the County's satisfaction, and/or to meet all other obligations and requirements.
- B. Termination for Convenience:** The County may terminate the Contract and/or any Ensuing Agreement(s) for convenience and without cause or further liability, upon no less than thirty (30) calendar days written notice to the Successful Bidder. The County reserves the right to extend this period if it is in the best interest of the County. In the event the County exercises its right to terminate without cause, it is understood and agreed that only the amounts due to the Successful Bidder for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for the County termination for convenience.

4.9 NON-PERFORMANCE

It is the objective of the County to obtain complete and satisfactory performance of the requirements set forth herein. In addition to any other remedies available at law, in equity or that may be set out herein, failure to perform may result in a deduction of payment equal to the amount of the goods and/or services that were not provided and/or performed to the County's satisfaction.

In the event of such non-performance, the County shall have the right, but shall not be obligated, to complete the services itself or by others and/or purchase the goods from other sources. If the County elects to acquire the goods or perform the services itself or by others, pursuant to the foregoing, the Successful Bidder shall reimburse the County, within ten (10) calendar days of demand, for all costs incurred by the County (including, without limitation, applicable, general, and administrative expenses, and field overhead, and the cost of necessary equipment, materials, and field labor) in correcting the nonperformance which the Successful Bidder fails to meet pursuant to the requirements set out herein. In the event the Successful Bidder refuses to reimburse the County as set out in this provision, the County shall have the right to deduct such reimbursement amounts from any amounts that may be then owing or that may become owing in the future to the Successful Bidder.

4.10 PROPRIETARY INFORMATION AND THE TEXAS PUBLIC INFORMATION ACT

All material submitted to the County shall become public property and subject to the Texas Public Information Act upon receipt. If a Bidder does not desire proprietary information in the Bid to be disclosed, each page must be clearly identified and marked proprietary at time of submittal or, more preferably, all proprietary information may be placed in a folder or appendix and be clearly identified and marked as being proprietary. Failure to clearly identify and mark information as being proprietary as set forth under this provision will result in all unmarked information being deemed non-proprietary and available to the public. For all information that has not been clearly identified and marked as proprietary by the Bidder, the County may choose to place such information on the County's website and/or a similar public database without obtaining any type of prior consent from the Bidder.

The County will, to the extent allowed by law, endeavor to protect from public disclosure the information that has been identified and marked as proprietary. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General.

To the extent, if any, that any provision in this IFB or in the Bidder's Bid is in conflict with Texas Government Code, Chapter 552, as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood, and agreed, that the County, and its officers and employees, may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to the County as to whether or not the same are available to the public. It is further understood that the County, and its officers and employees, shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that the County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to the County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

4.11 RIGHT TO AUDIT

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

4.12 TESTING AND INSPECTIONS

The County reserves the right to inspect and test equipment, supplies, materials and goods for quality and compliance with this IFB, and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the County can deem the Bidder to be in breach and terminate the Contract and/or any Ensuing Agreement(s).

4.13 BID PREPARATION COSTS

The cost of developing Bids is the sole responsibility of the Bidders and shall not be charged to the County. There is no expressed or implied obligation for the County to reimburse the Bidders for any expense incurred in preparing a Bid in response to this IFB and the County will not reimburse the Bidders for such expenses.

4.14 INDEMNIFICATION

The Successful Bidder shall indemnify, defend and save harmless, the County, its officials, employees, agents and agent's employees from, and against, all claims, liability, and expenses including reasonable attorneys' fees, arising from activities of the Bidder, its agents, servants or employees, performed hereunder that result from the negligent act, error, or omission of the Bidder or any of the Bidder agents, servants or employees, as well as all claims of loss or damage to the Bidder's and the County property, equipment, and/or supplies.

Furthermore, the County, its officials, employees, agents and agents' employees shall not be liable for damages to the Successful Bidder arising from any act of any third party, including, but not limited to, theft. The Successful Bidder further agrees to indemnify, defend and save harmless, the County from its officials, employee, agents and agents' employees against all claims of whatever nature arising from any accident, injury, or damage whatsoever, caused to any person, or the property of any person, occurring in relation to the Successful Bidder's performance of any services requested hereunder during the term of the Contract and/or any Ensuing Agreement(s).

The Successful Bidder shall timely report all claims, demands, suits, actions, proceedings, liens or judgements to the County and shall, upon the receipt of any claim, demand, suit, action, proceeding, lien or judgement, not later than the fifteenth (15th) day of each month; provide the County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of the County required by the Successful Bidder in the defense of each matter. The Successful Bidder's duty to defend, indemnify and hold the County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of the Contract and/or any Ensuing Agreement(s), unless otherwise agreed by the County in writing. The provisions of this section shall survive the termination of the Contract and shall remain in full force and effect with respect to all such matters no matter when they arise.

In the event of any dispute between the parties, as to whether a claim, demand, suit, action, proceeding, lien or judgement, that appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of the County, the Bidder shall nevertheless fully defend such claim, demand, suit or action, proceeding, lien or judgement, until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of the Bidder are not an issue in the matter.

The Successful Bidder's indemnification shall cover, and the Successful Bidder agrees to, indemnify the County, in the event the County is found to have been negligent for having selected the Successful Bidder to perform the work described in this request. The provision by the Successful Bidder of insurance shall not limit the liability of the Successful Bidder under the Contract and/or any Ensuing Agreement(s).

4.15 WAIVER OF SUBROGATION

The Successful Bidder and the Successful Bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against the County as an indirect party to any suit arising out of personal or property damages resulting from the Bidder's performance under this Contract and any Ensuing Agreement(s).

4.16 RELATIONSHIP OF THE PARTIES

The Successful Bidder shall be an independent contractor and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions herein which may appear to give the County the right to direct the Successful Bidder as to details of doing work herein covered, or to exercise a measure of control over the work, shall be deemed to mean that the Successful Bidder shall follow the desires of the County in the results of the work only. The County shall not retain or have the right to control the Successful Bidder's means, methods or details pertaining to the Successful Bidder's performance of the work. The County and the Successful Bidder hereby agree and declare that the Successful Bidder is an independent contractor and as such meets the qualifications of an "Independent Contractor" under Texas Workers Compensation Act, Texas Labor Code, Section 406.141, that the Successful Bidder is not an employee of the County, and that the Successful Bidder and its employees, agents and subcontractors shall not be entitled to workers compensation coverage or any other type of insurance coverage held by the County.

4.17 SOLE PROVIDER

The Successful Bidder agrees and acknowledges that it shall not be considered a sole provider of the goods and/or services described herein and that the County may contract with other providers of such goods and/or services if the County deems, at its sole discretion, that multiple providers of the same goods and/or services will serve the best interest of the County.

4.18 FORCE MAJEURE

If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

4.19 SEVERABILITY

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

4.20 EQUAL OPPORTUNITY

Neither party shall discriminate against any employee or applicant for employment because of race, color, sex, religion or national origin.

4.21 NOTICE

Any notice to be given shall be in writing and may be distributed by personal delivery, or by registered or certified mail, return receipt requested, addressed to the proper party, at the following address:

The County: Williamson County Purchasing Department
Attn: Purchasing Agent
901 South Austin Avenue
Georgetown, Texas 78626

The Bidder: Address set out in Bidder's Transmittal Letter.

Notices given in accordance with this provision shall be effective upon (1) receipt by the party to which notice is given, or (2) on the third (3rd) calendar day following mailing, whichever occurs first.

4.22 SALES AND USE TAX EXEMPTION

The County is a body, corporate and politic, under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code, Section 151.309, as amended, and the services and/or goods subject hereof are being secured for use by the County.

4.23 COMPLIANCE WITH LAWS

The County and the Successful Bidder shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of the Contract and any Ensuing Agreement(s), including, without limitation, Workers' Compensation laws, salary and wage statutes and regulations, licensing laws and regulations. When required, the Successful Bidder shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

4.24 INCORPORATION OF EXHIBITS, APPENDICES AND ATTACHMENTS

All of the Exhibits, Appendices and Attachments referred to herein are incorporated by reference as if set forth verbatim herein. Any conflicting terms in the Contract documents will be resolved at the sole discretion of the Commissioners Court.

4.25 NO WAIVER OF IMMUNITIES

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

4.26 NO WAIVER

The failure or delay of any party to enforce at any time or any period of time any of the provisions of this IFB, the Contract or any Ensuing Agreement(s) shall not constitute a present or future waiver of such provisions nor the right of either party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of or excuse for any other, different or subsequent breach.

4.27 CURRENT REVENUES

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

4.28 FOB DESTINATION

To the extent applicable to this IFB, all of the items listed are to be Free On Board to final destination (FOB Destination) with all transportation charges if applicable to be included in the Bid, unless otherwise specified in the Invitation for Bids. The title and risk of loss of the goods shall not pass to the County until receipt and acceptance takes place at the FOB Destination point.

4.29 BINDING EFFECT

This Contract and any Ensuing Agreement(s) shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

4.30 ASSIGNMENT

The Successful Bidder's interest and duties hereunder may not be assigned or delegated to a third party without the express written consent of the County.

4.31 SAFETY

The Successful Bidder is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with any services to be provided hereunder. The safety program shall comply with all applicable requirements of the current federal Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations.

4.32 GENERAL OBLIGATIONS AND RELIANCE

The Successful Bidder shall perform all services and/or provide all goods, as well as those reasonably inferable and necessary for completion and provision of services and/or goods required hereunder. The Successful Bidder shall keep the County informed of the progress and quality of the services. The Successful Bidder agrees and acknowledges that the County is relying on the Successful Bidder's represented expertise and ability to provide the goods and/or services described herein. The Successful Bidder agrees to use its best efforts, skill, judgment, and abilities to perform its obligations in accordance with the highest standards used in the profession and to further the interests of the County accordance with the County's requirements and procedures. The Successful Bidder's duties, set forth herein, shall at no time be in any way diminished by reason of any approval by the County, nor shall the Successful Bidder be released from any liability by reason of such approval by the County, it being understood that the County at all times is ultimately relying upon the Successful Bidder's skill and knowledge in performing the services and providing any goods required hereunder.

4.33 ESTIMATED QUANTITIES

To the extent applicable to this IFB, the estimated quantity of each item listed in this IFB is only estimate; the actual quantity to be purchased may be more or less. The County is not obligated purchase any minimum amount, and the County may purchase any reasonable amount greater than estimate for the same unit price. Any limit on quantities available must be stated expressly in the Bid.

4.34 CONTRACTUAL DEVELOPMENT

The contents of the IFB and the Successful Bidder's Bid will become an integral part of the Contract, but may be modified, at the County's sole discretion, by provisions of an Ensuing Agreement. Therefore, the Bidder must agree to an inclusion of an Ensuing Agreement of the Bid specifications, terms and conditions of this IFB. If an Ensuing Agreement is required under this IFB, information relative to the Agreement will be located in the Special Provisions Section of this IFB.

4.35 SURVIVABILITY

All applicable agreements that were entered into between the Successful Bidder and the County, under the terms and conditions of the Contract and/or any Ensuing Agreement(s), shall survive the expiration or termination thereof for ninety (90) days unless a new contract has been awarded.

The County may exercise, by written notice to the Successful Bidder no later than ten (10) calendar days of the Contract expiration, this clause for emergencies only.

4.36 AIR QUALITY

In determining the overall best Bid, the County may, to the extent applicable, exercise the option granted to local governments under the Texas Local Government Code, Section 271.907.

This option allows the County to evaluate Bids and give preference to goods and/or services of a Bidder that demonstrates that the Bidder meets or exceeds any and all state or federal environmental standards, including voluntary standards, relating to air quality. If the Bid being submitted will have an effect on air quality for the County (as it relates to any state, federal, or voluntary air quality standard), then the Bidder is encouraged to provide information in narrative indicating the anticipated air quality impact. All Bidders are expected to meet all mandated state and federal air quality standards.

4.37 ENTIRE AGREEMENT

The Contract and any Ensuing Agreement(s) shall supersede all prior Agreements, written or oral between the Successful Bidder and the County and shall constitute the entire Agreement and understanding between the parties with respect to the services and/or goods to be provided. Each of the provisions herein shall be binding upon the parties and may not be waived, modified, amended or altered, except by writing signed by the Successful Bidder and the County.

4.38 PAYMENT

The County's payment for goods and services shall be governed by the Texas Government Code, Chapter 2251. An invoice shall be deemed overdue the thirty-first (31st) day after the later of the following:

- A. The date the County receives the goods under the Contract;
- B. The date the performance of the service under the Contract is completed; or
- C. The date the Williamson County Auditor receives an invoice for the goods or services.

Interest charges for any overdue payments shall be paid by the County in accordance with Texas Government Code, Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of the County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one (1) percent, and the prime rate published in the Wall Street Journal on the first (1st) day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

In the event that an error appears in an invoice submitted by the Successful Bidder, the County shall notify the Successful Bidder of the error not later than the twenty-first (21st) day after the date the County receives the invoice. If the error is resolved in favor of the Successful Bidder, the Successful Bidder shall be entitled to receive interest on the unpaid balance of the invoice submitted by the Successful Bidder beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of the County, the Successful Bidder shall submit a corrected invoice that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by the Texas Government Code, Chapter 2251, if the corrected invoice is not paid by the appropriate date.

As a minimum, invoices shall include:

- A. Name, address, and telephone number of the Successful Bidder and similar information in the event the payment is to be made to a different address.
- B. The County Contract, Purchase Order.
- C. Identification of items or service as outlined in the Contract.
- D. Quantity or quantities, applicable unit prices, total prices and total amount.
- E. Any additional payment information which may be called for by the Contract.

Payment inquiries should be directed to the following address:

Williamson County Auditor's Office, Accounts Payable Department
Email: accountspayable@wilco.org
Phone: 512-943-1500

4.39 CONTRACTUAL FORMATION AND ENSUING AGREEMENT

The IFB and the Bidder's Bid, when properly accepted by the Commissioners Court, shall constitute a Contract equally binding between the Successful Bidder and the County.

If an Ensuing Agreement is required by this IFB, that information will be provided in Special Provisions section of this IFB. The Successful Bidder shall be required to execute the Agreement at the Williamson County Purchasing Department approximately ten (10) calendar days after the Successful Bidder is notified of award. The Ensuing Agreement shall be in the same form as the Agreement which is attached to the end of this IFB. The only anticipated changes in the Ensuing Agreement will be to include additional exhibits, to fill in blanks to identify the Successful Bidder, and terms relating to the compensation, or to revise the Agreement to accommodate corrections, changes in the scope of services, or changes pursuant to Addenda issued. **Bidders should raise any questions regarding the terms of the Agreement in the form of written questions or submittals as described in the Public Announcement and General Information portion of this IFB.** Because the signed Ensuing Agreement will be substantively and substantially derived from the attached Agreement, each Bidder is urged to seek independent legal counsel as to any questions about the terms, conditions or provisions contained in the Agreement *before* submitting a Bid. Again, the attached Agreement, if applicable, contains important legal provisions and is considered part and parcel of this IFB. Failure or refusal to sign aforesaid Agreement shall be grounds for the County to revoke any award which has been issued, forfeit Bid security, if applicable, and select another Bidder.

4.40 COOPERATIVE PURCHASING PROGRAM

During the term of the Contract resulting from this IFB, the County would like to afford the same prices, terms and conditions to other political subdivisions or public entities. Another entity's participation in the Contract resulting from this IFB is subject to a properly authorized Purchasing Cooperative Inter-local Agreement with the County. Any liability created by purchase orders issued against the Contract shall be the sole responsibility of the governmental agency placing the order.

4.41 INSURANCE REQUIREMENTS

To the extent applicable Insurance information will appear in the Additional Stipulations section that is in this IFB Package.

4.42 BIDDERS BOND, WARRANTY BOND, PERFORMANCE AND PAYMENT BONDS

To the extent applicable Bond information will appear in the Additional Stipulations section that is in this IFB Package.

4.43 LEGAL LIABILITY INFORMATION

The Successful Bidder shall disclose all legal liability information by listing any pending litigation anticipated litigation that your firm is involved in including, but not limited to, potential or actual legal matters with private parties and any local, state, federal or international governmental entities. The County reserves the right to consider legal liability information in the recommendation of any proposed contract to the Commissioners Court.

4.44 INCLEMENT WEATHER

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a Bid submission deadline, the Bid closing will automatically be postponed until the next business day the County is open. If inclement weather conditions or any other unforeseen event causes delays in carrier service operations, the County may issue an Addendum to all known Bidders interested in the project to extend the deadline. It will be the responsibility of the Bidder to notify the County of their interest in the project if these conditions are impacting their ability to turn in a submission within the stated deadline. The County reserves the right to make the final judgement call to extend any deadline.

4.45 CONFIDENTIALITY

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

General Notes and Technical Specifications

General Information

Williamson County is seeking qualified companies to provide: Reflectorized Pavement Markings, and Raised Pavement Markers in accordance with Items 666 and 672 of the Texas Department of Transportation, Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges 2014.

Quantities shown are **estimated quantities**. The actual quantity purchased may be more or less. The County is not obligated to purchase any minimum amount and the County may purchase any reasonable amount greater than the estimate for the same unit price. Items will be ordered on an "As Needed" basis.

Williamson County reserves the right to award the bid in whole to one contractor or to award a contract on each separate item or combination of items as may be most advantageous to the County. A primary, secondary, tertiary, and/or subsequent award may be made for this bid by the County.

It is expressly understood and agreed that in case Williamson County should need any item(s) not available within the time frame needed from the successful vendor(s) during the term of this contract, the County reserves the right to purchase the item(s) vendors from other than the successful vendor(s) and shall not be in violation of any terms or conditions of said contract.

Provide three (3) references where like services have been performed by your firm. Include name of firm, address, telephone number and name of representative.

Definition of Terms

County: Williamson County Road and Bridge Division

Contractor: Successful bidder of the attached invitation to bid.

Engineer: County Engineer

Inspector: Employee of Williamson County supplied to the contractor's crew for the selection, prosecution, and quality control of the work.

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

Department: Road and Bridge Division

Control of Materials

Source Control. Use only materials that meet Contract requirements. Unless otherwise specified or approved, use new materials for the work. Secure the Engineer's approval of the proposed source of materials to be used before their delivery. Materials can be approved at a supply source or staging area but may be re-inspected.

The Contractor shall submit the following test reports from an approved independent testing laboratory, providing the proposed materials compliance and adequacy.

Material Quality. Correct or remove materials that fail to meet the contract requirements, for cost incurred if additional sampling and testing is required by a change of source. Materials not meeting Contract requirements will be rejected, unless the Engineer approves corrective actions. Upon rejection, immediately remove and replace rejected materials. If the Contractor does not comply with this Article, the County may remove and replace defective material. The cost of testing, removal, and replacement will be deducted from invoice.

Manufacturer Warranties. Transfer to the County warranties and guarantees required by the Contract or received as part of normal trade practice.

Plant Inspection and Testing. The Engineer may but is not obligated to inspect materials at the acquisition or manufacturing source. Material samples will be obtained and tested for compliance with quality requirements. Materials produced under County inspection are for County use only unless released in writing by the Engineer.

If inspection is at the plant, meet the following conditions unless otherwise specified:

- Cooperate fully and assist the Engineer during the inspection
- Ensure the Engineer has full access to all parts of the plant used to manufacture or produce materials.
- In accordance with pertinent items and the Contract, provide a facility at the plant for use by the Engineer as an office or laboratory.
- Provide and maintain adequate safety measures and restroom facilities.
- Furnish and calibrate scales, measuring devices, and other necessary equipment.

The Engineer may provide inspection for periods other than daylight hours if:

- Continuous production of materials for County use is necessary due to the production volume being handled at the plant and
- The lighting is adequate to allow satisfactory inspection.

GENERAL NOTES

Contractor shall provide all traffic control measures to prosecute the work and to ensure a minimum inconvenience to traffic around the construction area. Should the contractor's traffic control measures be found unsatisfactory by the Engineer, or Inspector, striping operations will cease.

An English-speaking Superintendent shall be available on the project at all times when work is being performed.

All equipment involved in roadway work shall be equipped, unless approved otherwise by the Inspector, with a permanently mounted 360 degree revolving or strobe warning light with amber lens. This light shall have a minimum lens height of 5" and a diameter of 5". The light shall have a mounting height of not less than 6 feet above the roadway surface and shall be visible from all sides.

ITEM 666 – Reflectorized Pavement Markings

Furnish all TY I Marking Materials in compliance with TxDOT's Departmental Material Specification 8220

Furnish all TY II Marking Materials in compliance with TxDOT's Departmental Material Specification 8200

Furnish all Glass Traffic Beads in compliance with TxDOT's Departmental Material Specification 8290

Refer to Specification section 666.2 (A) (C) 1, Furnish a double drop of TY II and TY III drop on glass beads where the type of bead is applied separately in equal portions by weight. Apply the TY III beads before applying the TY II beads.

Apply markings during appropriate weather conditions, unless otherwise directed. If markings are damaged due to precipitation or other adverse weather conditions, the Contractor is responsible for all costs associated with replacing markings.

ITEM 672 – Raised Pavement Markers

Furnish Reflectorized Pavement Markers that comply with TxDOT's Departmental Material Specification 4200

Furnish Traffic Buttons that comply with TxDOT's Departmental Material Specification 4300

Contractor shall not place a new pavement marker without first removing the old one. This work shall be considered subsidiary to this item. Placement of the new markers shall be in front of the old one.

Contractor shall use bituminous adhesive to bond pavement markers to a bituminous pavement surface and epoxy to concrete roadway surfaces.

Place bituminous adhesive at a temperature range of 380 to 390 degrees Fahrenheit. Place the pavement marker on the bituminous adhesive approximately 20 seconds after the adhesive is placed on the pavement. Ensure that pavement marker rests solely on the adhesive and not the pavement surface. Ensure that a minimum of 1/8 inch layer of bituminous adhesive remains between the pavement marker and the pavement surface after installation.

ITEM 677 - Eliminating Existing Pavement Markings and Markers

Blast cleaning or black paint will not be an accepted method of pavement marking removal. Unless otherwise directed by the Engineer.

Item #	BID ITEM DESCRIPTION	ESTIMATED QUANTITIES	UNIT	TY II (PAINT) UNIT PRICE	TY I (THERMO, 90 mil) UNIT PRICE
RETRACE STRIPING					
1	REFL PAV MRK (Y) 4" (SLD)	20000	LF		
2	REFL PAV MRK (Y) 4" (BRK)	5000	LF		
3	REFL PAV MRK (W) 4" (SLD)	20000	LF		
4	REFL PAV MRK (W) 4" (BRK)	5000	LF		
5	REFL PAV MRK (W) 4" (PROFILE)	10000	LF		
6	REFL PAV MRK (Y) 4" (PROFILE)	15000	LF		
7	REF PAV MRK (W) (ARROW)	150	EA		
8	REF PAV MRK (W) (DBL ARROW)	40	EA		
9	REFL PAV MRK (Y) 8"(SLD)	9000	LF		
10	REFL PAV MRK (W) 8"(SLD)	9000	LF		
11	REFL PAV MRK (Y) 12"(SLD)	5000	LF		
12	REFL PAV MRK (W) 12"(SLD)	5000	LF		
NEW STRIPING					
13	REFL PAV MRK (Y) 4" (SLD)	20000	LF		
14	REFL PAV MRK (Y) 4" (BRK)	5000	LF		
15	REFL PAV MRK (W) 4" (SLD)	20000	LF		
16	REFL PAV MRK (W) 4" (BRK)	5000	LF		
17	REFL PAV (W) 4" (PROFILE)	10000	LF		
18	REFL PAV (Y) 4" (PROFILE)	15000	LF		
19	REF PAV MRK (W) (ARROW)	150	EA		
20	REF PAV MRK (W) (DBL ARROW)	40	EA		
21	REFL PAV MRK (Y) 8"(SLD)	12500	LF		
22	REFL PAV MRK (W) 8"(SLD)	12500	LF		
23	REFL PAV MRK (Y) 12"(SLD)	10000	LF		
24	REFL PAV MRK (W) 12"(SLD)	10000	LF		
25	REF PAV MRK (W) 18" (YLD TRI)	100	EA		
26	REF PAV MRK (W) 36" (YLD TRI)	100	EA		
27	REFL PAV MRK (W) (WORD)	40	EA		
28	REFL PAV MRK (W)(RR XING) (X RR)	20	EA		
29	RE PM (ACC PRK)(WHT)(SYMBOL ONLY)	20	EA		
30	JIGGLE BAR TILE TY W	100	EA		
31	REFL PAV MRKR TY II (BLUE)	100	EA		
32	REFL PAV MRKR TY II-C-R	5000	EA		
33	REFL PAV MRKR TY I-C	5000	EA		

34	REFL PAV MRKR TY II-A-A	5000	EA		
35	TRAFFIC BUTTON TY Y	200	EA		
36	TRAFFIC BUTTON TY W	200	EA		
37	ELIM EXT PAV MRK & MRKS (4")	2000	LF		
38	ELIM EXT PAV MRK & MRKS (8")	1000	LF		
39	ELIM EXT PAV MRK & MRKS (12")	1000	LF		
40	ELIM EXT PAV MRK & MRKS (SYMBOL)	100	SF		
41	ELIM EXT (RAISED PAVEMENT MARKERS)	1000	EA		
42	RUMBLE STRIP	1600	LF		

BID AFFIDAVIT

This form must be completed, signed, notarized and returned with Bid package

The undersigned attests that the company named below, under the provisions of Subtitle F, Title 10, Texas Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

The undersigned certifies that the IFB and the Bidder's Bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all goods and/or services upon which prices are extended at the price Bid, and upon the conditions contained in the IFB.

I hereby certify that the foregoing Bid has not been prepared in collusion with any other Bidder or other person or persons engaged in the same line of business prior to the official opening of this Bid. Further, I certify that the Bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities Bid on, or to influence any person or persons to submit a Bid or not to submit a Bid thereon."

Name of Bidder:	<input style="width: 100%;" type="text"/>
Address of Bidder:	<input style="width: 100%;" type="text"/>
Email:	<input style="width: 100%;" type="text"/>
Telephone:	<input style="width: 100%;" type="text"/>
Printed Name of Person Submitting Affidavit:	<input style="width: 100%;" type="text"/>
Signature of Person Submitting Affidavit:	<input style="width: 100%;" type="text"/>

Cooperative Purchasing Program

Check one of the following options below. A non-affirmative Bid will in no way have a negative impact on the County's evaluation of the Bid.

<input type="checkbox"/>	I will offer the quoted prices to all authorized entities during the term of the County's Contract.
<input type="checkbox"/>	I will not offer the quoted prices to all authorized entities.

If no box is checked, the Bidder agrees to make best efforts in good faith to offer the quoted prices to all authorized entities.

BEFORE ME, the undersigned authority, a Notary Public, personally appeared (Name of Signer), who after being by me duly sworn, did depose and say: "I, , (Name of Signer) am a duly authorized officer of/agent for (Name of Bidder) and have been duly authorized to execute the foregoing on behalf of the said (Name of Bidder).

SUBSCRIBED AND SWORN to before me by the above-named
on this the day of , 20.

Notary Public in and for

The State of

The County of

SIGNATURE AND NOTARY NOT REQUIRED IF COMPLETING IN BIDS SYNC ELECTRONICALLY.

CONFLICT OF INTEREST QUESTIONNAIRE		Form CIQ
For vendor or other person doing business with local governmental entity		
<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>		<p>OFFICE USE ONLY</p> <p>Date Received</p> <div style="border: 1px solid black; width: 100px; height: 20px; margin: 0 auto;"></div>
1	<p>Name of person doing business with local governmental entity.</p> <div style="border: 1px solid black; width: 100%; height: 20px; margin-top: 5px;"></div>	
2	<p>Check this box if you are filing an update to a previously filed questionnaire.</p> <p><input type="checkbox"/></p> <p>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>	
3	<p>Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.</p> <div style="border: 1px solid black; width: 100%; height: 100px; margin-top: 10px;"></div>	
4	<p>Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.</p> <div style="border: 1px solid black; width: 100%; height: 100px; margin-top: 10px;"></div>	

CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity		Form CIQ Page 2
5	<p style="text-align: center;">Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)</p> <p>This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>D. Describe each affiliation or business relationship.</p> <div style="border: 1px solid black; height: 40px; margin-top: 5px;"></div>	
	<p>6. Describe any other affiliation or business relationship that might cause conflict of interest:</p> <div style="border: 1px solid black; height: 40px; margin-top: 5px;"></div>	
7	<div style="border: 1px solid black; height: 20px; margin-bottom: 5px;"></div>	<div style="border: 1px solid black; height: 20px; margin-bottom: 5px;"></div>
	Signature of person doing business with the governmental entity	Date
Signature not required if completing in BIDSYNC electronically.		

Bidder References

List the last (3) companies or governmental agencies, where the same or similar goods and/or services as contained in this IFB package, were recently provided by Bidder.

Reference 1

Client Name:	Location:
<input type="text"/>	<input type="text"/>

Contact Name:	Title:
<input type="text"/>	<input type="text"/>

Phone:	E-mail
<input type="text"/>	<input type="text"/>

Contract Date To:	Contract Date From:	Contract Value: \$
<input type="text"/>	<input type="text"/>	<input type="text"/>

Scope of Work:

5
6

Reference 2

Client Name:	Location:
<input type="text"/>	<input type="text"/>

Contact Name:	Title:
<input type="text"/>	<input type="text"/>

Phone:	E-mail
<input type="text"/>	<input type="text"/>

Contract Date To:	Contract Date From:	Contract Value: \$
<input type="text"/>	<input type="text"/>	<input type="text"/>

Scope of Work:

5
6

Reference 3

Client Name:

Location:

Contact Name:

Title:

Phone:

E-mail

Contract Date To:

Contract Date From:

Contract Value: \$

Scope of Work:

Question and Answers for Bid #1711-203 - Striping

Overall Bid Questions

There are no questions associated with this bid.

Commissioners Court - Regular Session

49.

Meeting Date: 11/14/2017

Purchase of 12 YD dump truck and belly dump

Submitted By: Kerstin Hancock, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving purchase of two (2) 2019 Freightliner 12 YD Dump Trucks (M2-112) and two (2) 2018 CTS Pack Mule LW Belly Dumps (BDT40LS) from Freightliner of Austin in the total amount of \$311,836.00 pursuant to BuyBoard contract # 516-16.

Background

This Purchase is for the Road and Bridge department. Please see attached quotes for details.

Fiscal Impact

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

Attachments

[quote 1](#)

[quote 2](#)

Form Review

Inbox

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Kerstin Hancock

Final Approval Date: 11/09/2017

Reviewed By

Kerstin Hancock

Rebecca Clemons

Date

11/09/2017 11:17 AM

11/09/2017 11:31 AM

Started On: 11/08/2017 09:04 AM



FREIGHTLINER OF AUSTIN

1701 Smith Rd. (Hwy. 183 So.)
Austin, Texas 78721

Bus: 512-389-0000
FAX: 512-389-2663
Wats: 1-800-395-2005

Invoice Number

Date: 09-21-2017

PURCHASING NAME Williamson County		TELEPHONE 512-943-3368	
ADDRESS 3151 SE Inner Loop	CITY Georgetown	STATE Tx	ZIP CODE 78626

YEAR 2018	MAKE CTS	MODEL/BODY BDT40LW	VIN Order	LICENSE PLATE
--------------	-------------	-----------------------	--------------	---------------

MILEAGE:		
Buy Board Contract #516-16		
2018 CTS Pack Mule LW Belly Dump to include elec bow tarp Hubometer and 22.5" tires and wheels		31,973.00
Fee included		
FOB Austin		
Allow approx 8 Wks for production		

Disclaimer of Warranties

Any warranties on the products sold hereby are those made by the factory. The Seller, *Freightliner of Austin*, hereby expressly disclaims all warranties, either expressed or implied including any implied warranty of merchantability or fitness for a particular purpose, and *Freightliner of Austin*, neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this vehicle.

CUSTOMER SIGNATURE		
SALESMAN SIGNATURE	Tom Standard	512-468-7270

CONTRACTUAL DISCLOSURE STATEMENT FOR USED VEHICLE ONLY. "The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale."

MILEAGE:		TRADE-IN	
YEAR	MAKE	MODEL/BODY	VIN
MILEAGE:		TRADE-IN	
YEAR	MAKE	MODEL/BODY	VIN

		TOTAL	31,973.00
PAYOFF TO:		Trade Allowance	
ADDRESS:		Trading Difference	
		Sales Tax	
GOOD UNTIL:		Vehicle Inventory Tax	
QUOTED BY:		License Fee	
SHOW LEIN TO:		Documentary Fee	
ADDRESS:		Federal Excise Tax	
		TOTAL SALE PRICE	31,973.00
DATED:	LIEN AMOUNT \$	Payoff on Trade	
DRAFT FOR \$		Ext. Service Agreement	
DRAFT THRU:		Less Deposit	
ADDRESS:		Total Balance Due	31,973.00



FREIGHTLINER OF AUSTIN

1701 Smith Rd. (Hwy. 183 So.)
Austin, Texas 78721

Bus: 512-389-0000
FAX: 512-389-2663
Wats: 1-800-395-2005

Invoice Number

Date: 09-30-2017

PURCHASING NAME Williamson County		TELEPHONE 512-943-3368	
ADDRESS 3151 SE Inner Loop		CITY Georgetown	STATE TX
		ZIP CODE 78626	

YEAR	MAKE	MODEL/BODY	VIN	LICENSE PLATE
2019	Freightliner	M2-112	Order Units	

MILEAGE:

Tx Buy Board 516-16

2019 Freightliner M2-112 chassis to include DD13, Allison 4500RDS for dump truck Ox 12-14Yd dump body w/elec tarp	116,645.00
---	------------

Detroit Ext warranty 7/250K	7,100.00
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Allison 5yr warranty	
Tx Buy Board fee (per PO)	\$400.00

Disclaimer of Warranties

Any warranties on the products sold hereby are those made by the factory. The Seller, *Freightliner of Austin*, hereby expressly disclaims all warranties, either expressed or implied including any implied warranty of merchantability or fitness for a particular purpose, and *Freightliner of Austin*, neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this vehicle.

CUSTOMER SIGNATURE

SALESMAN SIGNATURE Tom Standard (512) 468-7270

CONTRACTUAL DISCLOSURE STATEMENT FOR USED VEHICLE ONLY. "The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale."

MILEAGE:	TRADE-IN	LICENSE PLATE
YEAR	MAKE	MODEL/BODY
		VIN

MILEAGE:	TRADE-IN	LICENSE PLATE
YEAR	MAKE	MODEL/BODY
		VIN

	TOTAL	124,145.00
--	-------	------------

PAYOFF TO:	Trade Allowance	
------------	-----------------	--

ADDRESS:	Trading Difference	
	Sales Tax	

GOOD UNTIL:	Vehicle Inventory Tax	
	License Fee	

QUOTED BY:	Documentary Fee	
------------	-----------------	--

SHOW LEIN TO:	Body Type:	
ADDRESS:	License Wt.:	

	State Insp.:	TOTAL SALE PRICE	124,145.00
--	--------------	------------------	------------

DATED:	LIEN AMOUNT \$	License:	Payoff on Trade
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DRAFT FOR \$		Title:	Ext. Service Agreement
--------------	--	--------	------------------------

DRAFT THRU:		Transfer:	Less Deposit
ADDRESS:			Total Balance Due 124,145.00

Prepared for:
Jeff Ivey
Williamson County
710 Main St
Georgetown, TX 78626
Phone: 512-639-0144

Prepared by:
Tom Standard
FREIGHTLINER OF AUSTIN
1701 SMITH ROAD
AUSTIN, TX 78721
Phone: 512-389-0000
E-Mail: tstandard@ftl1.com

Jeff Ivey,

2019 Freightliner M2-112 specs and pricing for dump truck . Quote includes Detroit DD13 engine, Allison 4500RDS auto trans and Extended engine warranty. Drop shipped to body company.

Thank you,

Tom Standard



Prepared for:
 Jeff Ivey
 Williamson County
 710 Main St
 Georgetown, TX 78626
 Phone: 512-639-0144

Prepared by:
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 FREIGHTLINER OF AUSTIN
 1701 SMITH ROAD
 AUSTIN, TX 78721
 Phone: 512-389-0000
 E-Mail: tstandard@ftl1.com

CONDENSED SPECIFICATION PROPOSAL

Data Code	Description	Weight Front	Weight Rear
Vehicle Configuration			
001-175	M2 112 CONVENTIONAL CHASSIS	8,244	6,126
002-004	SET BACK AXLE - TRUCK		
Engine			
101-2X6	DETROIT DD13 12.8L 410 HP @ 1625 RPM, 1900 GOV RPM, 1550 LB/FT @ 975 RPM		
Engine Equipment			
128-002	JACOBS COMPRESSION BRAKE		
016-1C2	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE	30	25
Transmission			
342-1M3	ALLISON 4500 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION	210	60
Front Axle and Equipment			
400-1EA	DETROIT DA-F-13.0-3 13,000# FF1 71.5 KPI/3.74 DROP SINGLE FRONT AXLE		
Front Suspension			
620-1D8	13,300# TAPERLEAF FRONT SUSPENSION	75	
Rear Axle and Equipment			
420-1K3	MT-40-14X 40,000# R-SERIES TANDEM REAR AXLE		-40
421-433	4.33 REAR AXLE RATIO		
Rear Suspension			
622-1CH	HENDRICKSON RT403 @40,000# REAR SUSPENSION		720
Wheelbase & Frame			
545-450	4500MM (177 INCH) WHEELBASE		
546-101	11/32X3-1/2X10-15/16 INCH STEEL FRAME (8.73MMX277.8MM/0.344X10.94 INCH) 120KSI	-10	30
Fuel Tanks			
204-154	80 GALLON/302 LITER ALUMINUM FUEL TANK - LH	10	
Tires			
093-1AX	MICHELIN XZE2 11R22.5 16 PLY RADIAL FRONT TIRES	24	



Prepared for:
 Jeff Ivey
 Williamson County
 710 Main St
 Georgetown, TX 78626
 Phone: 512-639-0144

Prepared by:
 Tom Standard
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 1701 SMITH ROAD
 AUSTIN, TX 78721
 Phone: 512-389-0000
 E-Mail: tstandard@ftl1.com

Data Code	Description	Weight Front	Weight Rear
094-1UX	MICHELIN X MULTI D 11R22.5 14 PLY RADIAL REAR TIRES		192
Wheels			
502-524	MAXION WHEELS 90541 22.5X8.25 10-HUB PILOT 6.20 INSET 2-HAND STEEL DISC FRONT WHEELS		
505-524	MAXION WHEELS 90541 22.5X8.25 10-HUB PILOT 2-HAND STEEL DISC REAR WHEELS		
Cab Exterior			
829-072	112 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB		
Color			
980-5F6	CAB COLOR A: L0006EB WHITE ELITE BC		
986-020	BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT		

Weight Summary			
	Weight Front	Weight Rear	Total Weight
Factory Weight ⁺	8906 lbs	7661 lbs	16567 lbs
Total Weight⁺	8906 lbs	7661 lbs	16567 lbs

ITEMS NOT INCLUDED IN ADJUSTED LIST PRICE

Other Factory Charges

DELIVERY & ORDER PROCESSING CHARGE

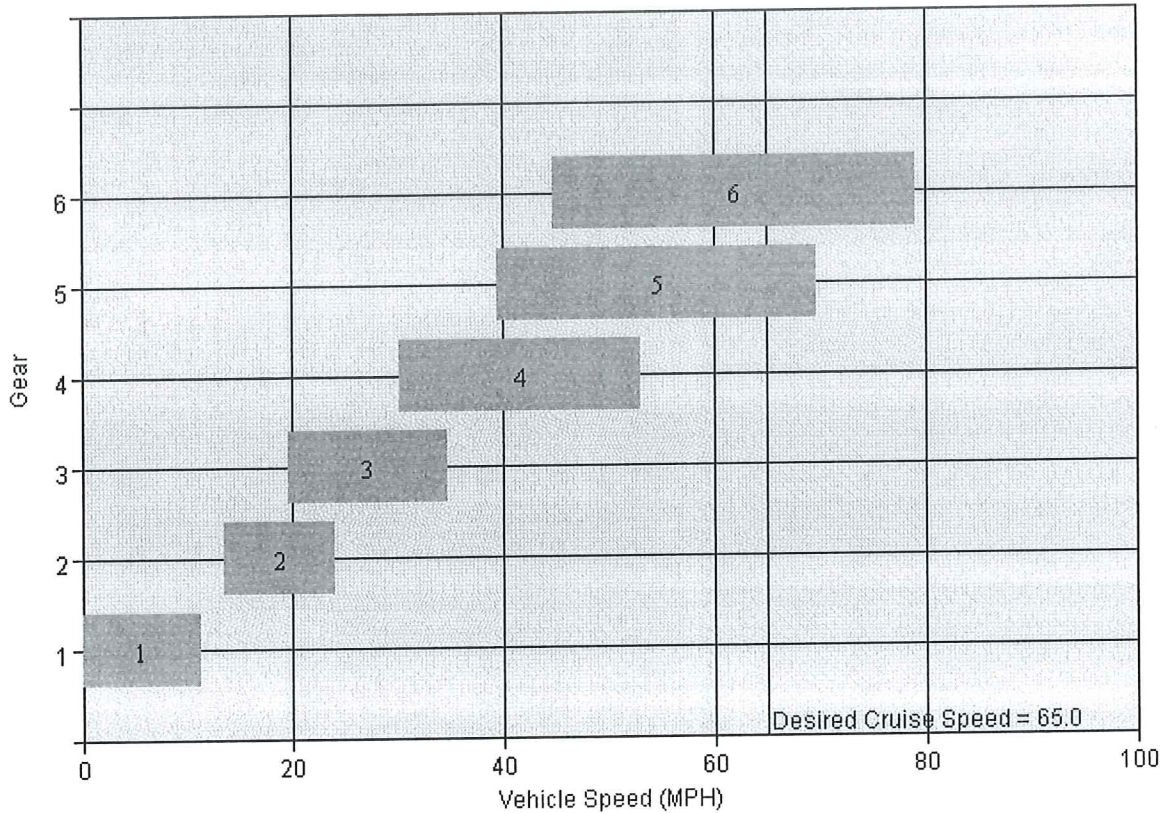
(+) Weights shown are estimates only.
 If weight is critical, contact Customer Application Engineering.



Prepared for:
 Jeff Ivey
 Williamson County
 710 Main St
 Georgetown, TX 78626
 Phone: 512-639-0144

Prepared by:
 Tom Standard
 FREIGHTLINER OF AUSTIN
 1701 SMITH ROAD
 AUSTIN, TX 78721
 Phone: 512-389-0000
 E-Mail: tstandard@ftl1.com

OPERATING RANGE



VEHICLE SPECIFICATIONS SUMMARY - OPERATING RANGE

Model.....M2112
 Cab Size (829)..... 112 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
 Desired Cruise Speed (mph)..... 65.0
 Engine (101).....DETROIT DD13 12.8L 410 HP @ 1625 RPM, 1900 GOV RPM, 1550 LB/FT @ 975 RPM
 RPM at Peak Torque..... 1075



Prepared for:
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 AUSTIN, TX 78721
 Phone: 512-389-0000
 E-Mail: tstandard@ftl1.com

Governed RPM	1900
Transmission (342)	ALLISON 4500 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION
Gear Ratio: LL.....	N/A
Gear Ratio: L.....	N/A
Gear Ratio: 1.....	4.7
Gear Ratio: 2.....	2.21
Gear Ratio: 3.....	1.53
Gear Ratio: 4.....	1
Gear Ratio: 5.....	0.76
Gear Ratio: 6.....	0.67
Gear Ratio: 7.....	N/A
Gear Ratio: 8.....	N/A
Gear Ratio: 9.....	N/A
Gear Ratio: 10.....	N/A
Gear Ratio: 11.....	N/A
Gear Ratio: 12.....	N/A
Gear Ratio: 13.....	N/A
Gear Ratio: 14.....	N/A
Gear Ratio: 15.....	N/A
Gear Ratio: 16.....	N/A
Gear Ratio: 17.....	N/A
Gear Ratio: 18.....	N/A
Auxiliary Transmission (352)	NO AUXILIARY TRANSMISSION
Low Gear Ratio	N/A
High Gear Ratio	N/A
Transfer Case (373)	NO TRANSFER CASE
Low Gear Ratio	N/A
High Gear Ratio	N/A
Rear Axle (420).....	MT-40-14X 40,000# R-SERIES TANDEM REAR AXLE
Number of Speeds	1
Rear Axle Gear Ratio(s).....	4.33 REAR AXLE RATIO
Rear Tires (094).....	MICHELIN X MULTI D 11R22.5 14 PLY RADIAL REAR TIRES
Revolutions per Mile.....	496

TABLE SUMMARY - OPERATING RANGE



Prepared for:
 Jeff Ivey
 Williamson County
 710 Main St
 Georgetown, TX 78626
 Phone: 512-639-0144

Prepared by:
 Tom Standard
 FREIGHTLINER OF AUSTIN
 1701 SMITH ROAD
 AUSTIN, TX 78721
 Phone: 512-389-0000
 E-Mail: tstandard@ftl1.com

Transmission Gear	Transmission Gear Ratio	Rear Axle Ratio	Overall Gear Ratio	Minimum Speed (MPH)	Maximum Speed (MPH)
1	4.70	4.33	20.35	0	11.3
2	2.21	4.33	9.57	13.6	24.0
3	1.53	4.33	6.62	19.6	34.7
4	1.00	4.33	4.33	30.0	53.1
5	0.76	4.33	3.29	39.5	69.8
6	0.67	4.33	2.90	44.8	79.2

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.





Quote Response Form

09/27/2017 11:46 AM

TRUCK BODIES & EQUIPMENT INTERNATIONAL, Inc.
Ox Bodies | Crysteel | DuraClass | Rugby | J-Craft | Hardee

FA00098772 Net 90 Days

9/27/2017

10/27/2017

HOWARD, CHIP

USD

UM	Quantity	Item	Description	Unit Price	Extended Price
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*

Yardage 12/14

Body Style: MAVERICK
 Body ID: 85
 Body Length: 13'-6"
 Hoist Model: 63108
 Frame Style: TUBE w/X-MEM 12 C/L
 Front Style: STRAIGHT
 Rear Style: STRAIGHT
 Front Exhaust Notch: NO
 Front Height: 56
 Side Height Front: 42
 Side Height Rear: 42
 Rear Height: 50
 Side Material: SHEET-10GA-A36
 Front Material: SHEET-10GA-A36
 Tailgate Material: SHEET-7GA-A36
 Floor Material: SHEET-3/16-A36
 Skirt Material: NA
 Cabshield Style: STANDARD
 Cabshield Projection: 24
 Cabshield Width: 85
 Tarp Style: OX ELECTRIC
 Tailgate Type: STANDARD
 Coal Chutes: 0
 Tailgate Bracing Style: 1 HORIZONTAL
 Horizontal Side Brace: NO
 Side Top Rail Style: 4x4x.120 (Standard)
 Lineposts: YES
 Dump Apron: HEAVY DUTY
 Dump Apron Size: 10
 Side Light Cutouts: LOWER FRONT
 Metro Light Quantity: 1
 Dirt Shedding Angle: NO
 Board Holder Height: 8
 Ladders / Steps: Ladder from Automation Model (STD Ladder)
 Paint: Stock Ox Dark Green

Truck: Freightliner

Truck: Installed

Side Boards: BOARD KIT METAL 8" - UP TO 17' - NOT SLOPED SIDES
 Hydraulic Tank: HYD TANK PYRAMID FLAT BOTTOM STD PHINST
 Rear Hinge: ASSEMBLY HINGE REAR REM LARGE(STD) PHINS
 Hoist - STD FRAMES W/ TUBING RUNNERS: 1811159 - 63108 HYVA
 Cab Controls: Auto Trans: CTRL KIT ES PTO/CABLE TO PUMP PHINS
 Pump - Auto Trans: PUMP KIT CS/AUTO G102-D1-2.0(073)C/W ROT
 PTO - Auto Transmission: PTO KIT ELEC AT 280GDFJP-B5RK PHINST
 Mud Flaps - Maverick / Chisholm: MUD FLAP KIT 30" W/GRVL GUARD MAV PHINST
 Backup Alarm: STD BACK-UP ALARM KIT PHINST
 Front Harness Options: LTS KIT-C/S-2 C/M-PHINST
 Side Harness Options: LTS KIT-LWR FRT C/M-10-14-PHINST
 Rear Harness Options: LTS KIT-1SET MET-PHINST
 Truck Plug Options: FREIGHTLINER (2015&NEW) PIGTAIL
 Air Tailgate Kit: TAILGATE KIT AIR PHINST
 Body Prop: BODY PROP PHINST KIT <=16FT
 Chrome Turnout: Cabshield Installed - Chrome Turnout
 Cab Height: TBV



TRUCK BODIES & EQUIPMENT INTERNATIONAL, Inc.
Ox Bodies | Crysteel | DuraClass | Rugby | J-Craft | Hardee

Quote Response Form

09/27/2017 11:46 AM

Ox Bodies INC
719 Columbus Street East
PO Box 886
Fayette AL 35555
USA
800-844-2519

End User: UNKNOWN
Customer: 34358

TOM STANDARD
AUSTIN TRUCK & EQUIPMENT, LTD
D/B/A FOA BODY & EQUIPMENT
1701 SMITH ROAD
Austin TX 78721
USA

Phone: 512-468-7270
Fax: 512-389-2663

Taken By: Justin Poole

Estimate	Terms	Quote Date	Expiration Date	Salesperson	Customer Currency
FA00098772	Net 90 Days	9/27/2017	10/27/2017	HOWARD, CHIP	USD

UM	Quantity	Item	Description	Unit Price	Extended Price
EA	1.00	1874078	LS/BS-KIT-TARP ELEC-10-16FT MSH N/FL AL		
EA	1.00	1866007	LS/BS KIT-SPREADER BAR INSTALL		

** SEE PICS FOR DIMENSION AND INSTALL INSTRUCTIONS **

PTO Maintenance:

Per OEM manufacturer guidelines the following recommendations should be followed. Failure to follow OEM guidelines can result in non warrantable failure.

Within the first week of use, recheck the installation of the PTO. Check for leaks and loose mounting hardware (studs, cap screws, nuts). Recheck the cable or lever connections for proper adjustment and tighten any loose connections. At regular maintenance intervals, check adjustments and lubricate moving parts, tighten and repair the connections, mounting hardware, cable or lever linkage. Refer to OEM owners manual for regular maintenance intervals.

Lift Axle:

Alignment of lift axle must be preformed by end user prior to the unit being placed in service. Failure to properly align the axle prior to being placed in service can cause non-warrantable failure, including but not limited to premature tire wear. The end user is responsible for the alignment prior to placing the unit in service.

**By signing below I acknowledge that I have reviewed the specs above and confirmed they are correct. I understand that once my order is placed and sent into production that I will not be able to make changes to the order. I assume full ownership of the body once production begins.

X _____

VIN _____ TRANS _____

ETA _____ DUMP BODY COLOR _____

Commissioners Court - Regular Session

50.

Meeting Date: 11/14/2017

Awarding IFB 1708 187 Relocation of Wilco Regional Raw Water Line

Submitted For: Randy Barker

Submitted By: Thomas Skiles, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding IFB # 1708-187, Relocation of Williamson County Regional Raw Water Line, contingent upon execution of the Interlocal Agreement with all parties, to the lowest responsive bidder Santa Clara Construction.

Background

The bids have been reviewed and the apparent low bid (Santa Clara Construction) was found to be responsive, mathematically correct, and materially balanced.

Following is a summary of the bid totals:

- 1. Santa Clara Construction \$1,232,539.10
- 2. Austin Underground \$1,297,764.40
- 3. CRU, Ltd \$1,324,701.50
- 4. MA Smith Contracting \$1,387,325.40
- 5. Whitestone Civil Construction \$1,514,387.00
- 6. Skyblue Utilities \$1,735,488.21
- 7. C.C. Carlton Industries \$1,821,004.25

The Contractor's low bid is \$207,267.85 below the Engineer's Estimate, a cost saving of 14.4%. The bidding was competitive with the lowest three bidders being within 10% of each other. In addition to meeting the bid qualifications subject to being low bidder, Santa Clara Construction have successfully completed past projects that focus on specialized pipe work.

Based on the experience of the Contractor and the positive reviews of the references contacted, HNTB concurs with the recommendation of the Design Engineer, Cobb Fendley, to award the Relocation of the Williamson County Regional Raw Water Line contract to Santa Clara Construction in the contract amount of \$1,232,539.10.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Recommendation Package

Form Review

Inbox

Purchasing (Originator)
 County Judge Exec Asst.
 Form Started By: Thomas Skiles
 Final Approval Date: 11/09/2017

Reviewed By

Kerstin Hancock
 Rebecca Clemons

Date

11/09/2017 11:17 AM
 11/09/2017 11:31 AM
 Started On: 11/08/2017 01:01 PM

November 8, 2017



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

Attention: Kerstin Hancock
Deputy Purchasing Agent

Re: Williamson County Road Bond Program
Relocation of Williamson County Regional Raw Water Line
Williamson County Project No. 1708-187
Recommendation of Contractor Award

Dear Ms. Hancock,

Please find attached the bid tabulations for the subject-referenced project. The bids have been reviewed and the apparent low bid (Santa Clara Construction) was found to be responsive, mathematically correct, and materially balanced. Following is a summary of the bid totals:

1.	Santa Clara Construction	\$1,232,539.10
2.	Austin Underground	\$1,297,764.40
3.	CRU, Ltd	\$1,324,701.50
4.	MA Smith Contracting	\$1,387,325.40
5.	Whitestone Civil Construction	\$1,514,387.00
6.	Skyblue Utilities	\$1,735,488.21
7.	C.C. Carlton Industries	\$1,821,004.25

The Contractor's low bid is \$207,267.85 below the Engineer's Estimate, a cost saving of 14.4%. The bidding was competitive with the lowest three bidders being within 10% of each other.

In addition to meeting the bid qualifications subject to being low bidder, Santa Clara Construction have successfully completed past projects that focus on specialized pipe work. Based on the experience of the Contractor and the positive reviews of the references contacted, we therefore concur with the recommendation of the Design Engineer, Cobb Fendley, for award of the Relocation of the Williamson County Regional Raw Water Line contract to Santa Clara Construction in the contract amount of \$1,232,539.10.

Please feel free to contact our office with any questions.

Respectfully Submitted,

HNTB Corporation

A handwritten signature in blue ink, appearing to read "James D. Klotz", with a long horizontal flourish extending to the right.

James Klotz, P.E.

VIA E-MAIL

Attachments: Bid Tabulation Analysis, Engineer's Letter of Recommendation, Form 1295

Cc: Judge Gattis, Williamson County Judge
Commissioner Cook, Williamson County, Pct. 1
Commissioner Long, Williamson County, Pct. 2
Commissioner Covey, Williamson County, Pct. 3
Commissioner Madsen, Williamson County Pct. 4
Robert Daigh, Williamson County
Terron Evertson, Williamson County
Mike Weaver, Prime Strategies, Inc.
Richard Ridings, HNTB Corporation

Bid Comparison

Bidder	Bid Amount	Rank	Difference from Engineer's Estimate (\$)	Difference from Engineer's Estimate (%)	Difference from Low Bid (\$)	Difference from Low Bid (%)
Santa Clara Construction	\$1,232,539.10	1	(\$207,267.85)	-14.4%	-	-
Austin Underground	\$1,297,764.40	2	(\$142,042.55)	-9.9%	\$ 65,225.30	5.3%
CRU, Ltd	\$1,324,701.50	3	(\$115,105.45)	-8.0%	\$ 92,162.40	7.5%
MA Smith Contracting	\$1,387,325.40	4	(\$52,481.55)	-3.6%	\$ 154,786.30	12.6%
Whitestone Civil Construction	\$1,514,387.00	5	\$74,580.05	5.2%	\$ 281,847.90	22.9%
Skyblue Utilities	\$1,735,488.21	2	\$295,681.26	20.5%	\$ 502,949.11	40.8%
C.C. Carlton Industries	\$1,821,004.25	3	\$381,197.30	26.5%	\$ 588,465.15	47.7%

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Engineer's Estimate		Santa Clara Construction		Austin Underground		CRU, Ltd	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
1	100-6001	PREPARING RIGHT OF WAY	0.56	ACRE	\$ 5,500.00	\$ 3,080.00	\$ 10,000.00	\$ 5,600.00	\$ 5,200.00	\$ 2,912.00	\$ 15,750.00	\$ 8,820.00
2	164-WC07	SEEDING FOR EROSION CONTROL (TEMP & PERM) (TY 7)	3730	SY	\$ 0.50	\$ 1,865.00	\$ 1.00	\$ 3,730.00	\$ 4.00	\$ 14,920.00	\$ 3.90	\$ 14,547.00
3	402-6001	TRENCH EXCAVATION SAFETY PROTECTION	1215	EA	\$ 4.00	\$ 4,860.00	\$ 1.00	\$ 1,215.00	\$ 7.00	\$ 8,505.00	\$ 1.10	\$ 1,336.50
4	500-6001	MOBILIZATION	1	LS	\$ 52,000.00	\$ 52,000.00	\$ 45,000.00	\$ 45,000.00	\$ 45,000.00	\$ 45,000.00	\$ 47,250.00	\$ 47,250.00
5	502-6001	BARRICADES, SIGNS, AND TRAFFIC HANDLING	3	MO	\$ 2,000.00	\$ 6,000.00	\$ 1,000.00	\$ 3,000.00	\$ 590.00	\$ 1,770.00	\$ 1,575.00	\$ 4,725.00
6	506-6022	CONSTRUCTION EXITS (INSTALL) (TY 3)	123	SY	\$ 52.00	\$ 6,396.00	\$ 20.00	\$ 2,460.00	\$ 14.00	\$ 1,722.00	\$ 38.90	\$ 4,784.70
7	506-6024	CONSTRUCTION EXITS (REMOVE)	123	SY	\$ 7.50	\$ 922.50	\$ 2.00	\$ 246.00	\$ 7.00	\$ 861.00	\$ 21.00	\$ 2,583.00
8	506-6038	TEMP SEDMT CONT FENCE (INSTALL)	1119	LF	\$ 2.30	\$ 2,573.70	\$ 3.00	\$ 3,357.00	\$ 2.50	\$ 2,797.50	\$ 3.20	\$ 3,580.80
9	506-6039	TEMP SEDMT CONT FENCE (REMOVE)	1119	LF	\$ 0.75	\$ 839.25	\$ 1.00	\$ 1,119.00	\$ 0.60	\$ 671.40	\$ 0.80	\$ 895.20
10	512-6009	PORT CTB (FRN & INSTL) (LOW PROF) (TY 1)	200	LF	\$ 31.80	\$ 6,360.00	\$ 30.00	\$ 6,000.00	\$ 55.00	\$ 11,000.00	\$ 134.40	\$ 26,880.00
11	512-6010	PORT CTB (FRN & INSTL) (LOW PROF) (TY 2)	80	LF	\$ 34.20	\$ 2,736.00	\$ 30.00	\$ 2,400.00	\$ 81.00	\$ 6,480.00	\$ 140.70	\$ 11,256.00
12	512-6057	PORT CTB (REMOVE) (LOW PROF) (TY 1)	200	LF	\$ 6.55	\$ 1,310.00	\$ 3.00	\$ 600.00	\$ 16.00	\$ 3,200.00	\$ 26.30	\$ 5,260.00
13	512-6058	PORT CTB (REMOVE) (LOW PROF) (TY 2)	80	LF	\$ 8.65	\$ 692.00	\$ 3.00	\$ 240.00	\$ 6.50	\$ 520.00	\$ 26.30	\$ 2,104.00
14	552-6003	WIRE FENCE (TY C)	40	LF	\$ 10.50	\$ 420.00	\$ 30.00	\$ 1,200.00	\$ 9.50	\$ 380.00	\$ 31.50	\$ 1,260.00
15	552-6005	GATE (TY 1)	1	EA	\$ 1,500.00	\$ 1,500.00	\$ 1,000.00	\$ 1,000.00	\$ 710.00	\$ 710.00	\$ 2,415.00	\$ 2,415.00
16	WCRRWL-1	DUCTILE IRON FITTINGS (C-110 WEIGHT SCHEDULE)	21.5	TON	\$ 5,500.00	\$ 118,250.00	\$ 5,000.00	\$ 107,500.00	\$ 3,000.00	\$ 64,500.00	\$ 2,716.40	\$ 58,402.60
17	WCRRWL-2	48" DUCTILE IRON PIPE WITH RESTRAINED JOINTS, COMPLETE IN PLACE	1071	LF	\$ 500.00	\$ 535,500.00	\$ 488.00	\$ 522,648.00	\$ 475.00	\$ 508,725.00	\$ 558.70	\$ 598,367.70
18	WCRRWL-3	VALVE, COMBINATION AIR/VACUUM RELIEF VALVE, 16 IN. DUAL BODY, INCLUDING TY 3 CORROSION TEST STATION	1	EA	\$ 50,000.00	\$ 50,000.00	\$ 27,000.00	\$ 27,000.00	\$ 21,000.00	\$ 21,000.00	\$ 30,681.00	\$ 30,681.00
19	WCRRWL-4	ENCASEMENT PIPE, 66" DIA., STEEL	632	LF	\$ 500.00	\$ 316,000.00	\$ 385.00	\$ 243,320.00	\$ 490.00	\$ 309,680.00	\$ 370.60	\$ 234,219.20
20	WCRRWL-5	REMOVE EXISTING 48" BWP PIPE	241	LF	\$ 150.00	\$ 36,150.00	\$ 40.00	\$ 9,640.00	\$ 240.00	\$ 57,840.00	\$ 94.50	\$ 22,774.50
21	WCRRWL-6	48" CONNECTION TO EXISTING BWP, INCLUDING 48" AWWA C303 BWP CUSTOM TRANSITION COUPLING	4	EA	\$ 20,000.00	\$ 80,000.00	\$ 15,000.00	\$ 60,000.00	\$ 9,600.00	\$ 38,400.00	\$ 12,600.00	\$ 50,400.00
22	WCRRWL-7	SPLIT ENCASEMENT PIPE, 66" DIA., STEEL	20	LF	\$ 750.00	\$ 15,000.00	\$ 600.00	\$ 12,000.00	\$ 500.00	\$ 10,000.00	\$ 530.30	\$ 10,606.00
23	WCRRWL-8	JACKING OR BORING 66" PIPE, STEEL	97	LF	\$ 1,000.00	\$ 97,000.00	\$ 1,250.00	\$ 121,250.00	\$ 1,300.00	\$ 126,100.00	\$ 1,252.40	\$ 121,482.80
24	WCRRWL-9	WATER FOR TESTING PURPOSES - INCLUDING LABOR, MATERIALS, SUPPLIES, STORAGE, OFF-SITE	100705	GAL	\$ 0.50	\$ 50,352.50	\$ 0.02	\$ 2,014.10	\$ 0.10	\$ 10,070.50	\$ 0.10	\$ 10,070.50

NON-BID ITEMS TO BE INCLUDED IN BID AND CONTRACT AMOUNT

25	999-WC01	FORCE ACCOUNT	50000	DOL	\$ 1.00	\$ 50,000.00	\$ 1.00	\$ 50,000.00	\$ 1.00	\$ 50,000.00	\$ 1.00	\$ 50,000.00
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TOTAL COST ADJUSTED FOR CORRECTNESS					\$ 1,439,806.95	\$ 1,232,539.10	\$ 1,297,764.40	\$ 1,324,701.50
ACTUAL BID PROPOSAL					\$1,439,806.95	\$1,232,539.10	\$1,297,764.40	\$1,324,701.50
ADJUSTMENT DIFFERENCE					\$0.00	\$0.00	\$0.00	\$0.00
Bid Bond						Yes	Yes	Yes
Bid Affidavit						Yes	Yes	Yes
Conflict of Interest Questionnaire						Yes	Yes	Yes
Bidder References (Minimum of Three)						Yes	Yes	Yes

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	MA Smith Contracting		Whitestone Civil Construction		Skyblue Utilities		C.C. Carlton Industries	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
1	100-6001	PREPARING RIGHT OF WAY	0.56	ACRE	\$ 20,000.00	\$ 11,200.00	\$ 6,000.00	\$ 3,360.00	\$ 57,500.00	\$ 32,200.00	\$ 20,000.00	\$ 11,200.00
2	164-WC07	SEEDING FOR EROSION CONTROL (TEMP & PERM) (TY 7)	3730	SY	\$ 1.15	\$ 4,289.50	\$ 0.50	\$ 1,865.00	\$ 2.30	\$ 8,579.00	\$ 2.32	\$ 8,653.60
3	402-6001	TRENCH EXCAVATION SAFETY PROTECTION	1215	EA	\$ 1.00	\$ 1,215.00	\$ 5.00	\$ 6,075.00	\$ 9.20	\$ 11,178.00	\$ 1.00	\$ 1,215.00
4	500-6001	MOBILIZATION	1	LS	\$ 60,000.00	\$ 60,000.00	\$ 60,000.00	\$ 60,000.00	\$ 92,000.00	\$ 92,000.00	\$ 39,000.00	\$ 39,000.00
5	502-6001	BARRICADES, SIGNS, AND TRAFFIC HANDLING	3	MO	\$ 2,000.00	\$ 6,000.00	\$ 2,000.00	\$ 6,000.00	\$ 4,025.00	\$ 12,075.00	\$ 6,000.00	\$ 18,000.00
6	506-6022	CONSTRUCTION EXITS (INSTALL) (TY 3)	123	SY	\$ 12.00	\$ 1,476.00	\$ 25.00	\$ 3,075.00	\$ 27.60	\$ 3,394.80	\$ 25.00	\$ 3,075.00
7	506-6024	CONSTRUCTION EXITS (REMOVE)	123	SY	\$ 6.00	\$ 738.00	\$ 5.00	\$ 615.00	\$ 6.90	\$ 848.70	\$ 5.00	\$ 615.00
8	506-6038	TEMP SEDMT CONT FENCE (INSTALL)	1119	LF	\$ 2.00	\$ 2,238.00	\$ 3.00	\$ 3,357.00	\$ 3.45	\$ 3,860.55	\$ 3.00	\$ 3,357.00
9	506-6039	TEMP SEDMT CONT FENCE (REMOVE)	1119	LF	\$ 0.60	\$ 671.40	\$ 0.50	\$ 559.50	\$ 0.58	\$ 649.02	\$ 0.10	\$ 111.90
10	512-6009	PORT CTB (FRN & INSTL) (LOW PROF) (TY 1)	200	LF	\$ 50.00	\$ 10,000.00	\$ 100.00	\$ 20,000.00	\$ 46.00	\$ 9,200.00	\$ 75.00	\$ 15,000.00
11	512-6010	PORT CTB (FRN & INSTL) (LOW PROF) (TY 2)	80	LF	\$ 50.00	\$ 4,000.00	\$ 100.00	\$ 8,000.00	\$ 40.25	\$ 3,220.00	\$ 75.00	\$ 6,000.00
12	512-6057	PORT CTB (REMOVE) (LOW PROF) (TY 1)	200	LF	\$ 20.00	\$ 4,000.00	\$ 15.00	\$ 3,000.00	\$ 11.50	\$ 2,300.00	\$ 35.00	\$ 7,000.00
13	512-6058	PORT CTB (REMOVE) (LOW PROF) (TY 2)	80	LF	\$ 20.00	\$ 1,600.00	\$ 15.00	\$ 1,200.00	\$ 11.50	\$ 920.00	\$ 35.00	\$ 2,800.00
14	552-6003	WIRE FENCE (TY C)	40	LF	\$ 12.00	\$ 480.00	\$ 10.00	\$ 400.00	\$ 5.75	\$ 230.00	\$ 50.00	\$ 2,000.00
15	552-6005	GATE (TY 1)	1	EA	\$ 2,000.00	\$ 2,000.00	\$ 1,000.00	\$ 1,000.00	\$ 920.00	\$ 920.00	\$ 2,000.00	\$ 2,000.00
16	WCRRWL-1	DUCTILE IRON FITTINGS (C-110 WEIGHT SCHEDULE)	21.5	TON	\$ 1.00	\$ 21.50	\$ 2,400.00	\$ 51,600.00	\$ 9,687.38	\$ 208,278.67	\$ 4,000.00	\$ 86,000.00
17	WCRRWL-2	48" DUCTILE IRON PIPE WITH RESTRAINED JOINTS, COMPLETE IN PLACE	1071	LF	\$ 650.00	\$ 696,150.00	\$ 520.00	\$ 556,920.00	\$ 506.14	\$ 542,075.94	\$ 900.00	\$ 963,900.00
18	WCRRWL-3	VALVE, COMBINATION AIR/VACUUM RELIEF VALVE, 16 IN. DUAL BODY, INCLUDING TY 3 CORROSION TEST STATION	1	EA	\$ 25,000.00	\$ 25,000.00	\$ 36,000.00	\$ 36,000.00	\$ 31,224.05	\$ 31,224.05	\$ 26,500.00	\$ 26,500.00
19	WCRRWL-4	ENCASEMENT PIPE, 66" DIA., STEEL	632	LF	\$ 390.00	\$ 246,480.00	\$ 530.00	\$ 334,960.00	\$ 749.61	\$ 473,753.52	\$ 400.00	\$ 252,800.00
20	WCRRWL-5	REMOVE EXISTING 48" BWP PIPE	241	LF	\$ 25.00	\$ 6,025.00	\$ 30.00	\$ 7,230.00	\$ 115.00	\$ 27,715.00	\$ 130.00	\$ 31,330.00
21	WCRRWL-6	48" CONNECTION TO EXISTING BWP, INCLUDING 48" AWWA C303 BWP CUSTOM TRANSITION COUPLING	4	EA	\$ 22,500.00	\$ 90,000.00	\$ 53,000.00	\$ 212,000.00	\$ 23,000.00	\$ 92,000.00	\$ 12,500.00	\$ 50,000.00
22	WCRRWL-7	SPLIT ENCASEMENT PIPE, 66" DIA., STEEL	20	LF	\$ 390.00	\$ 7,800.00	\$ 550.00	\$ 11,000.00	\$ 836.39	\$ 16,727.80	\$ 560.00	\$ 11,200.00
23	WCRRWL-8	JACKING OR BORING 66" PIPE, STEEL	97	LF	\$ 1,400.00	\$ 135,800.00	\$ 1,300.00	\$ 126,100.00	\$ 1,031.48	\$ 100,053.56	\$ 2,000.00	\$ 194,000.00
24	WCRRWL-9	WATER FOR TESTING PURPOSES - INCLUDING LABOR, MATERIALS, SUPPLIES, STORAGE, OFF-SITE	100705	GAL	\$ 0.20	\$ 20,141.00	\$ 0.10	\$ 10,070.50	\$ 0.12	\$ 12,084.60	\$ 0.35	\$ 35,246.75

NON-BID ITEMS TO BE INCLUDED IN BID AND CONTRACT AMOUNT

25	999-WC01	FORCE ACCOUNT	50000	DOL	\$ 1.00	\$ 50,000.00	\$ 1.00	\$ 50,000.00	\$ 1.00	\$ 50,000.00	\$ 1.00	\$ 50,000.00
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TOTAL COST ADJUSTED FOR CORRECTNESS					\$ 1,387,325.40	\$ 1,514,387.00	\$ 1,735,488.21	\$ 1,821,004.25
ACTUAL BID PROPOSAL					\$1,387,325.40	\$1,514,387.00	\$1,735,488.21	\$1,821,004.25
ADJUSTMENT DIFFERENCE					\$0.00	\$0.00	\$0.00	\$0.00
Bid Bond					Yes	Yes	Yes	Yes
Bid Affidavit					Yes	Yes	Yes	Yes
Conflict of Interest Questionnaire					Yes	Yes	Yes	Yes
Bidder References (Minimum of Three)					Yes	Yes	Yes	Yes

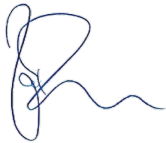
October 30, 2017

RE: Relocation of Williamson County Regional Raw Water Line (WCRRWL)
Bid Tab Analysis

To whom it may concern:

Bids for the Relocation of Williamson County Regional Raw Water Line (WCRRWL) were opened on October 26, 2017. Seven (7) bids were received and have been evaluated. CobbFendley has reviewed the bids and verifies that the lowest bidder is Santa Clara Construction, LTD. with a total bid of \$1,232,539.10. The Engineer's Opinion of Probable Construction Cost was \$1,405,001.95. Please find attached a summary of all submitted bids.

Sincerely,



Lance Parisher, P.E.
Municipal Senior Project Manager

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.
Santa Clara Construction, Ltd.
Austin, TX United States

Certificate Number:
2017-281437

Date Filed:
11/08/2017

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Williamson County Purchasing Department

Date Acknowledged:

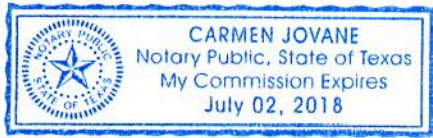
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
1708-187
Relocation of Williamson County Regional Raw Water Line

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.



[Handwritten Signature]

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Michael S. Heyl, this the 8th day of November, 2017, to certify which, witness my hand and seal of office.

[Handwritten Signature]

Signature of officer administering oath

Carmen Jovane'

Printed name of officer administering oath

Notary Public

Title of officer administering oath

Commissioners Court - Regular Session

51.

Meeting Date: 11/14/2017

North Campus Change Order 1st Ammendment To The GMP

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 a First Amendment to Guaranteed Maximum Price Amendment between Williamson County, Texas and J.T. Vaughn Construction, LLC relating to the Williamson County North Campus Facility Project.

Background

Williamson County can obtain the Security and Access Control items set out under Specification Sections 27 60 00 and 2764 00 at a lower price than J.T. Vaughn Construction, LLC can obtain it. This amendment reduces the General Conditions Costs and the total GMP by the amount of \$168,250. The \$168,250 can then be used for the county's acquisition of such Security and Access Control items.

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: Thomas Skiles

Final Approval Date: 11/08/2017

Reviewed By

Wendy Coco

Date

11/08/2017 03:12 PM

Started On: 11/08/2017 03:08 PM

FIRST AMENDMENT TO
GUARANTEED MAXIMUM PRICE AMENDMENT
BETWEEN OWNER AND CONSTRUCTION MANAGER

THIS FIRST AMENDMENT TO GUARANTEED MAXIMUM PRICE AMENDMENT, hereinafter “First Amendment”, is entered into effective as of the date of the last party’s execution hereof, between **Williamson County, Texas** (the “Owner”) and **J.T. Vaughn Construction, LLC** (the “Construction Manager”).

RECITALS

WHEREAS, Owner and Construction Manager executed that certain Agreement Between Owner and Construction Manager-at-Risk, dated effective December 17, 2015, for the construction of the Williamson County North Campus Facility (the “Project”);

WHEREAS, Construction Manager submitted to Owner and Owner accepted a Guaranteed Maximum Price Proposal for the Project, dated effective October 19, 2016, based on Plans and Specifications developed for the Project and dated July 14, 2016 (the “GMP Amendment”);

WHEREAS, Owner has opted to obtain, on its own, the Security and Access Control per Specification Sections 27 60 00 and 2764 00 due to an ability to procure same at a lower price;

WHEREAS, due to Owner procuring such Security and Access Control, the General Conditions amount in the GMP Amendment must decreased by the amount of \$168,250.00 thereby also reducing the total GMP amount by the amount of \$168,250.00;

NOW, THEREFORE, premises considered, Owner and Construction Manager agree that the GMP Amendment is amended as follows:

ADMENDMENTS

1. Paragraph 2 of the GMP Amendment shall be amended as follows:

A not-to-exceed amount for the General Conditions Costs pursuant to the Agreement:
\$1,277,568.00.

2. Paragraph 7 of the GMP Amendment shall be amended as follows:

TOTAL OF ITEMS 1 THROUGH 6

The total sum of Items 1-6 above is the Guaranteed Maximum Price (GMP) which the Construction Manager hereby guarantees to the Owner for constructing the Project complete in place and operational. All attached breakdowns shall total this GMP amount:
\$21,362,676.00.

3. Each party represents and warrants that it has due power and lawful authority to execute and

deliver this First Amendment and to perform its obligations under the Agreement and GMP Amendment; and, furthermore, the Agreement, GMP Amendment and this First Amendment are the valid, binding and enforceable obligations of such party.

- 4. All other terms of the Agreement, GMP Amendment and any prior amendments thereto which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be signed by their duly authorized representatives on behalf of such party, to be effective as of the date of the last party's execution hereof.

Williamson County, Texas:

J.T. Vaughn Construction, LLC:

By: _____
Dan A. Gattis, County Judge

By: _____
Signature

_____, 20__

Printed Name

Title

_____, 20__
Date

Commissioners Court - Regular Session

Meeting Date: 11/14/2017

Awarding IFB 1708 186 CR 119

Submitted For: Randy Barker

Submitted By: Thomas Skiles, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding IFB # 1708-186 County Road 119 to the lowest responsive bidder Joe Bland Construction.

Background

The bids have been reviewed and the apparent low bid (Joe Bland Construction) was found to be responsive, mathematically correct, and materially balanced. The bid proposal for the project included an alternate bid form for additional work. It was determined the additional work was not necessary for the project to be successful so the award is based upon the base bid prices.

Following is a summary of the bid totals:

Base Base + Alternate

- 1. Joe Bland Construction \$6,640,302.71 \$6,700,937.91
- 2. James Construction Group \$7,066,313.86 \$7,117,082.50
- 3. MA Smith Contracting \$7,198,581.05 \$7,258,273.85
- 4. Cox Commercial Construction \$7,657,250.95 \$7,757,538.95
- 5. Chasco Constructors \$7,728,721.72 \$7,838,703.26
- 6. C. C. Carlton Industries \$8,221,204.95 \$8,282,701.95
- 7. Aaron Concrete Contractors \$9,885,556.55 \$9,943,229.55

The Contractor's low base bid is \$2,463,803.58 below the Engineer's Estimate, a cost saving of 27.1%. The bidding was competitive with the lowest three bidders being within 10% of each other.

In addition to meeting the bid qualifications subject to being low bidder, Joe Bland Construction has also successfully completed many past Williamson County projects including State Highway 29 Two Way Left Turn Lane, Georgetown Inner Loop East Extension and CR 200.

Based on the quality of past work, HNTB therefore concurs with the recommendation of the Design Engineer, Stantec Consulting, for award of the County Road 119 (Limmer Loop to Chandler Road) construction contract to Joe Bland Construction in the contract amount of \$6,640,302.71.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Recommendation Package

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Kerstin Hancock	11/09/2017 11:17 AM
County Judge Exec Asst.	Rebecca Clemons	11/09/2017 11:31 AM

Form Started By: Thomas Skiles
Final Approval Date: 11/09/2017

Started On: 11/09/2017 07:45 AM

November 8, 2017



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

Attention: Kerstin Hancock
Deputy Purchasing Agent

Re: Williamson County Road Bond Program
County Road 119
Williamson County Project No. 1708-186
Recommendation of Contractor Award

Dear Ms. Hancock,

Please find attached the bid tabulations for the subject-referenced project. The bids have been reviewed and the apparent low bid (Joe Bland Construction) was found to be responsive, mathematically correct, and materially balanced. The bid proposal for the project included an alternate bid form for additional work. It was determined the additional work was not necessary for the project to be successful so the award is based upon the base bid prices. Following is a summary of the bid totals:

	<u>Base</u>	<u>Base + Alternate</u>
1. Joe Bland Construction	\$6,640,302.71	\$6,700,937.91
2. James Construction Group	\$7,066,313.86	\$7,117,082.50
3. MA Smith Contracting	\$7,198,581.05	\$7,258,273.85
4. Cox Commercial Construction	\$7,657,250.95	\$7,757,538.95
5. Chasco Constructors	\$7,728,721.72	\$7,838,703.26
6. C. C. Carlton Industries	\$8,221,204.95	\$8,282,701.95
7. Aaron Concrete Contractors	\$9,885,556.55	\$9,943,229.55

The Contractor's low base bid is \$2,463,803.58 below the Engineer's Estimate, a cost saving of 27.1%. The bidding was competitive with the lowest three bidders being within 10% of each other.

In addition to meeting the bid qualifications subject to being low bidder, Joe Bland Construction has also successfully completed many past Williamson County projects including State Highway 29 Two Way Left Turn Lane, Georgetown Inner Loop East Extension and CR 200.

Based on the quality of past work, we therefore concur with the recommendation of the Design Engineer, Stantec Consulting, for award of the County Road 119 (Limmer Loop to Chandler Road) construction contract to Joe Bland Construction in the contract amount of \$6,640,302.71.

Please feel free to contact our office with any questions.

Respectfully Submitted,

HNTB Corporation

A handwritten signature in blue ink, appearing to read "James Klotz", with a long horizontal flourish extending to the right.

James Klotz, P.E.

VIA E-MAIL

Attachments: Bid Tabulation Analysis, Engineer's Letter of Recommendation, Form 1295

Cc: Judge Gattis, Williamson County Judge
Commissioner Cook, Williamson County, Pct. 1
Commissioner Long, Williamson County, Pct. 2
Commissioner Covey, Williamson County, Pct. 3
Commissioner Madsen, Williamson County Pct. 4
Robert Daigh, Williamson County
Terron Evertson, Williamson County
Mike Weaver, Prime Strategies, Inc.
Richard Ridings, HNTB Corporation

Bid Comparison

Bidder	Bid Amount	Rank	Difference from Engineer's Estimate (\$)	Difference from Engineer's Estimate (%)	Difference from Low Bid (\$)	Difference from Low Bid (%)
Joe Bland Construction	\$6,640,302.71	1	(\$2,463,803.58)	-27.1%	-	-
James Construction Group	\$7,066,313.86	2	(\$2,037,792.43)	-22.4%	\$ 426,011.15	6.4%
Smith Contracting	\$7,198,581.05	3	(\$1,905,525.24)	-20.9%	\$ 558,278.34	8.4%
Chasco Constructors	\$7,728,721.72	4	(\$1,375,384.57)	-15.1%	\$ 1,088,419.01	16.4%
Cox Commercial Construction	\$7,657,250.95	5	(\$1,446,855.34)	-15.9%	\$ 1,016,948.24	15.3%
C.C. Carlton Industries	\$8,221,204.95	6	(\$882,901.34)	-9.7%	\$ 1,580,902.24	23.8%
Aaron Concrete Contractors	\$9,885,556.55	7	\$781,450.26	8.6%	\$ 3,245,253.84	48.9%

Bidder + Alternate	Bid Amount	Rank	Difference from Engineer's Estimate (\$)	Difference from Engineer's Estimate (%)	Difference from Low Bid (\$)	Difference from Low Bid (%)
Joe Bland Construction	\$6,700,937.91	1	(\$2,448,914.62)	-26.76%	-	-
James Construction Group	\$7,117,082.50	2	(\$2,032,770.03)	-22.22%	\$416,144.59	6.2%
Smith Contracting	\$7,258,273.85	3	(\$1,891,578.68)	-20.67%	\$557,335.94	8.3%
Cox Commercial Construction	\$7,757,538.95	4	(\$1,392,313.58)	-15.22%	\$1,056,601.04	15.8%
Chasco Constructors	\$7,838,703.26	5	(\$1,311,149.27)	-14.33%	\$1,137,765.35	17.0%
C.C. Carlton Industries	\$8,282,701.95	6	(\$867,150.58)	-9.48%	\$1,581,764.04	23.6%
Aaron Concrete Contractors	\$9,943,229.55	7	\$793,377.02	8.67%	\$3,242,291.64	48.4%

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Engineer's Estimate		Joe Bland Construction		James Construction Group		Smith Contracting	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
1	100-6002	PREPARING ROW	127.3	EA	\$ 1,500.00	\$ 190,950.00	\$ 1,350.00	\$ 171,855.00	\$ 2,825.00	\$ 359,622.50	\$ 1,000.00	\$ 127,300.00
2	110-6001	EXCAVATION (ROADWAY)	45980	EA	\$ 16.00	\$ 735,680.00	\$ 5.50	\$ 252,890.00	\$ 3.20	\$ 147,136.00	\$ 11.00	\$ 505,780.00
3	110-6002	EXCAVATION (CHANNEL)	15110	LF	\$ 16.00	\$ 241,760.00	\$ 6.00	\$ 90,660.00	\$ 2.50	\$ 37,775.00	\$ 11.00	\$ 166,210.00
4	132-6005	EMBANKMENT (FINAL)(ORD COMP)(TY B)	34615	LF	\$ 17.00	\$ 588,455.00	\$ 3.50	\$ 121,152.50	\$ 18.00	\$ 623,070.00	\$ 16.00	\$ 553,840.00
5	160-WC02	FURNISHING AND PLACING TOPSOIL (4")	112138	LF	\$ 2.00	\$ 224,276.00	\$ 0.50	\$ 56,069.00	\$ 0.70	\$ 78,496.60	\$ 1.00	\$ 112,138.00
6	161-WC001	EROSION CONTROL COMPOST (3")	112138	EA	\$ 4.00	\$ 448,552.00	\$ 2.00	\$ 224,276.00	\$ 2.40	\$ 269,131.20	\$ 2.50	\$ 280,345.00
7	162-WC103	MULCH TOPDRESSING (5")	28034	EA	\$ 3.50	\$ 98,119.00	\$ 3.40	\$ 95,315.60	\$ 2.22	\$ 62,235.48	\$ 2.25	\$ 63,076.50
8	164-WC04	SEEDING FOR EROSION CONTROL (TEMP) (COOL) (TY 4)	56069	EA	\$ 0.15	\$ 8,410.35	\$ 0.13	\$ 7,288.97	\$ 0.17	\$ 9,531.73	\$ 0.14	\$ 7,849.66
9	164-WC11	SEEDING FOR EROSION CONTROL (TEMP & PERM) (TY 11)	168207	EA	\$ 0.15	\$ 25,231.05	\$ 0.23	\$ 38,687.61	\$ 0.18	\$ 30,277.26	\$ 0.23	\$ 38,687.61
10	166-6002	FERTILIZER	7.00	EA	\$ 1,000.00	\$ 7,000.00	\$ 1,500.00	\$ 10,500.00	\$ 803.00	\$ 5,621.00	\$ 1,600.00	\$ 11,200.00
11	168-WC01	VEGETATIVE WATERING	2803	EA	\$ 19.00	\$ 53,257.00	\$ 26.00	\$ 72,878.00	\$ 23.37	\$ 65,506.11	\$ 17.00	\$ 47,651.00
12	169-6006	SOIL RETENTION BLANKETS (CL 2)(TY F)	4120	EA	\$ 1.20	\$ 4,944.00	\$ 1.45	\$ 5,974.00	\$ 1.45	\$ 5,974.00	\$ 1.50	\$ 6,180.00
13	247-6004	FL BS (CMP IN PLC)(TY A GR 4)(FINAL POS)	21365	EA	\$ 38.00	\$ 811,870.00	\$ 31.00	\$ 662,315.00	\$ 34.00	\$ 726,410.00	\$ 36.00	\$ 769,140.00
14	260-6002	LIME (HYDRATED LIME(SLURRY))	1144	EA	\$ 137.00	\$ 156,728.00	\$ 150.00	\$ 171,600.00	\$ 150.00	\$ 171,600.00	\$ 160.00	\$ 183,040.00
15	260-6073	LIME TRT (SUBGRADE) (8")	63562	LF	\$ 4.00	\$ 254,248.00	\$ 4.50	\$ 286,029.00	\$ 2.10	\$ 133,480.20	\$ 4.90	\$ 311,453.80
16	310-6001	PRIME COAT (MULTI OPTION)	12350	LF	\$ 3.00	\$ 37,050.00	\$ 2.70	\$ 33,345.00	\$ 2.65	\$ 32,727.50	\$ 2.75	\$ 33,962.50
17	316-6193	AGGR(TY-D GR-5 SAC-B)	413	EA	\$ 50.00	\$ 20,650.00	\$ 125.00	\$ 51,625.00	\$ 120.68	\$ 49,840.84	\$ 65.00	\$ 26,845.00
18	316-6413	ASPH(AC-15P, HFRS-2P OR CRS-2P)	15495	EA	\$ 2.50	\$ 38,737.50	\$ 2.90	\$ 44,935.50	\$ 2.86	\$ 44,315.70	\$ 2.75	\$ 42,611.25
19	341-6008	D-GR HMA TY-B PG64-22	10189	EA	\$ 75.00	\$ 764,175.00	\$ 57.00	\$ 580,773.00	\$ 56.18	\$ 572,418.02	\$ 62.00	\$ 631,718.00
20	341-6042	D-GR HMA TY-D SAC-B PG70-22	6546	CYC	\$ 123.00	\$ 805,158.00	\$ 82.00	\$ 536,772.00	\$ 73.87	\$ 483,553.02	\$ 80.00	\$ 523,680.00
21	403-6001	TEMP SPL SHORING	1484	EA	\$ 12.00	\$ 17,808.00	\$ 42.00	\$ 62,328.00	\$ 5.00	\$ 7,420.00	\$ 25.00	\$ 37,100.00
22	416-6003	DRILL SHAFT (30 IN)	34	EA	\$ 731.87	\$ 24,883.58	\$ 220.00	\$ 7,480.00	\$ 330.00	\$ 11,220.00	\$ 265.00	\$ 9,010.00
23	416-6004	DRILL SHAFT (36 IN)	210	EA	\$ 152.00	\$ 31,920.00	\$ 250.00	\$ 52,500.00	\$ 185.00	\$ 38,850.00	\$ 330.00	\$ 69,300.00
24	416-6006	DRILL SHAFT (48 IN)	22	EA	\$ 481.41	\$ 10,591.02	\$ 325.00	\$ 7,150.00	\$ 380.00	\$ 8,360.00	\$ 445.00	\$ 9,790.00
25	420-6013	CL C CONC (ABUT)	48.6	LF	\$ 710.00	\$ 34,506.00	\$ 875.00	\$ 42,525.00	\$ 730.00	\$ 35,478.00	\$ 1,300.00	\$ 63,180.00
26	420-6029	CL C CONC (CAP)	20.5	EA	\$ 810.00	\$ 16,605.00	\$ 875.00	\$ 17,937.50	\$ 830.00	\$ 17,015.00	\$ 1,100.00	\$ 22,550.00
27	420-6037	CL C CONC (COLUMN)	4.2	EA	\$ 860.00	\$ 3,612.00	\$ 1,250.00	\$ 5,250.00	\$ 1,550.00	\$ 6,510.00	\$ 1,700.00	\$ 7,140.00
28	422-6001	REINF CONC SLAB	5520	LF	\$ 14.00	\$ 77,280.00	\$ 19.00	\$ 104,880.00	\$ 16.50	\$ 91,080.00	\$ 21.00	\$ 115,920.00
29	422-6015	APPROACH SLAB	91.4	SY	\$ 440.00	\$ 40,216.00	\$ 485.00	\$ 44,329.00	\$ 600.00	\$ 54,840.00	\$ 660.00	\$ 60,324.00
30	425-6035	PRESTR CONC GIRDER (TX28)	713.9	SY	\$ 168.00	\$ 119,935.20	\$ 140.00	\$ 99,946.00	\$ 135.00	\$ 96,376.50	\$ 135.00	\$ 96,376.50
31	432-6001	RIPRAP (CONC)(4 IN)	457.5	CY	\$ 480.00	\$ 219,600.00	\$ 310.00	\$ 141,825.00	\$ 340.00	\$ 155,550.00	\$ 350.00	\$ 160,125.00
32	432-6002	RIPRAP (CONC)(5 IN)	172.0	LF	\$ 470.00	\$ 80,840.00	\$ 290.00	\$ 49,880.00	\$ 340.00	\$ 58,480.00	\$ 460.00	\$ 79,120.00
33	432-6033	RIPRAP (STONE PROTECTION)(18 IN)	108.0	LF	\$ 141.00	\$ 15,228.00	\$ 115.00	\$ 12,420.00	\$ 90.00	\$ 9,720.00	\$ 90.00	\$ 9,720.00
34	432-06045	RIPRAP (MOW STRIP)(4 IN)	85.4	LF	\$ 500.00	\$ 42,700.00	\$ 310.00	\$ 26,474.00	\$ 700.00	\$ 59,780.00	\$ 415.00	\$ 35,441.00
35	450-6006	RAIL (TY T223)	272	LF	\$ 80.00	\$ 21,760.00	\$ 160.00	\$ 43,520.00	\$ 80.00	\$ 21,760.00	\$ 125.00	\$ 34,000.00
36	454-6001	SEALED EXPANSION JOINT (4 IN) (SEJ - A)	94	SF	\$ 80.00	\$ 7,520.00	\$ 125.00	\$ 11,750.00	\$ 85.00	\$ 7,990.00	\$ 105.00	\$ 9,870.00
37	462-6003	CONC BOX CULV (4FT X 2FT)	30	CY	\$ 135.00	\$ 4,050.00	\$ 260.00	\$ 7,800.00	\$ 185.00	\$ 5,550.00	\$ 170.00	\$ 5,100.00
38	462-6006	CONC BOX CULV (5FT X 2FT)	210	CY	\$ 141.00	\$ 29,610.00	\$ 320.00	\$ 67,200.00	\$ 235.00	\$ 49,350.00	\$ 300.00	\$ 63,000.00
39	462-6007	CONC BOX CULV (5FT X 3FT)	266	CY	\$ 315.00	\$ 83,790.00	\$ 300.00	\$ 79,800.00	\$ 230.00	\$ 61,180.00	\$ 300.00	\$ 79,800.00

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Engineer's Estimate		Joe Bland Construction		James Construction Group		Smith Contracting	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
40	462-6010	CONC BOX CULV (6FT X 3FT)	688	LF	\$ 330.00	\$ 227,040.00	\$ 315.00	\$ 216,720.00	\$ 280.00	\$ 192,640.00	\$ 260.00	\$ 178,880.00
41	462-6014	CONC BOX CULV (7 FT X 3 FT)	479	LF	\$ 600.00	\$ 287,400.00	\$ 375.00	\$ 179,625.00	\$ 350.00	\$ 167,650.00	\$ 330.00	\$ 158,070.00
42	464-6003	RC PIPE (CL III)(18 IN)	850	LF	\$ 60.00	\$ 51,000.00	\$ 46.00	\$ 39,100.00	\$ 43.00	\$ 36,550.00	\$ 50.00	\$ 42,500.00
43	464-6005	RC PIPE (CL III)(24 IN)	902	LF	\$ 90.00	\$ 81,180.00	\$ 60.00	\$ 54,120.00	\$ 52.00	\$ 46,904.00	\$ 60.00	\$ 54,120.00
44	464-6009	RC PIPE (CL III)(42 IN)	145	LF	\$ 170.00	\$ 24,650.00	\$ 150.00	\$ 21,750.00	\$ 119.00	\$ 17,255.00	\$ 135.00	\$ 19,575.00
45	465-6128	INLET (COMPL)(PSL)(FG)(4FTX4FT-4FTX4FT)	6	LF	\$ 4,900.00	\$ 29,400.00	\$ 3,100.00	\$ 18,600.00	\$ 3,850.00	\$ 23,100.00	\$ 3,000.00	\$ 18,000.00
46	465-6163	INLET (COMPL)(TY H)	2	LF	\$ 4,300.00	\$ 8,600.00	\$ 5,400.00	\$ 10,800.00	\$ 5,600.00	\$ 11,200.00	\$ 5,600.00	\$ 11,200.00
47	466-6134	SET (TY I) (S=5FT) (HW=2FT) (6:1)(P)	2	EA	\$ 10,400.00	\$ 20,800.00	\$ 8,000.00	\$ 16,000.00	\$ 5,000.00	\$ 10,000.00	\$ 7,000.00	\$ 14,000.00
48	466-6135	HEADWALL (CH-PW-S)(DIA = 42 IN)	1	EA	\$ 8,400.00	\$ 8,400.00	\$ 9,000.00	\$ 9,000.00	\$ 13,400.00	\$ 13,400.00	\$ 8,000.00	\$ 8,000.00
49	466-6179	WINGWALL (PW-1)(HW=4 FT)	2	EA	\$ 8,700.00	\$ 17,400.00	\$ 9,800.00	\$ 19,600.00	\$ 11,500.00	\$ 23,000.00	\$ 9,000.00	\$ 18,000.00
50	466-6180	WINGWALL (PW-1)(HW=5 FT)	4	EA	\$ 10,200.00	\$ 40,800.00	\$ 11,100.00	\$ 44,400.00	\$ 14,200.00	\$ 56,800.00	\$ 11,000.00	\$ 44,000.00
51	466-6206	WINGWALL (SW-0)(HW=3FT)	2	EA	\$ 2,040.00	\$ 4,080.00	\$ 4,000.00	\$ 8,000.00	\$ 7,120.00	\$ 14,240.00	\$ 7,000.00	\$ 14,000.00
52	466-6207	WINGWALL (SW-0)(HW=4FT)	3	EA	\$ 6,700.00	\$ 20,100.00	\$ 12,000.00	\$ 36,000.00	\$ 5,450.00	\$ 16,350.00	\$ 8,000.00	\$ 24,000.00
53	467-6134	SET (TY I) (S= 4 FT) (HW= 2 FT) (6:1) (P)	2	EA	\$ 7,500.00	\$ 15,000.00	\$ 2,500.00	\$ 5,000.00	\$ 6,400.00	\$ 12,800.00	\$ 6,000.00	\$ 12,000.00
54	467-6174	SET (TY I) (S=5FT) (HW=3FT) (6:1)(P)	1	EA	\$ 10,400.00	\$ 10,400.00	\$ 5,400.00	\$ 5,400.00	\$ 6,800.00	\$ 6,800.00	\$ 8,000.00	\$ 8,000.00
55	467-6363	SET (TY II)(18 IN) (RCP)(6:1) (P)	17	EA	\$ 1,100.00	\$ 18,700.00	\$ 1,300.00	\$ 22,100.00	\$ 1,740.00	\$ 29,580.00	\$ 1,600.00	\$ 27,200.00
56	467-6395	SET (TY II)(24 IN) (RCP)(6:1) (P)	8	EA	\$ 1,270.00	\$ 10,160.00	\$ 1,900.00	\$ 15,200.00	\$ 2,090.00	\$ 16,720.00	\$ 1,800.00	\$ 14,400.00
57	496-6004	REMOV STR (SET)	9	EA	\$ 210.00	\$ 1,890.00	\$ 480.00	\$ 4,320.00	\$ 660.00	\$ 5,940.00	\$ 500.00	\$ 4,500.00
58	496-6007	REMOV STR (PIPE)	196	EA	\$ 15.00	\$ 2,940.00	\$ 16.00	\$ 3,136.00	\$ 15.60	\$ 3,057.60	\$ 10.00	\$ 1,960.00
59	496-6031	REMOV STR (CATTLE GUARD)	1	EA	\$ 860.00	\$ 860.00	\$ 800.00	\$ 800.00	\$ 1,090.00	\$ 1,090.00	\$ 900.00	\$ 900.00
60	496-6043	REMOV STR (SMALL FENCE)	2438	EA	\$ 11.00	\$ 26,818.00	\$ 4.22	\$ 10,288.36	\$ 2.00	\$ 4,876.00	\$ 3.00	\$ 7,314.00
61	500-6001	MOBILIZATION	1	EA	\$ 789,267.30	\$ 789,267.30	\$ 643,401.80	\$ 643,401.80	\$ 703,000.00	\$ 703,000.00	\$ 225,000.00	\$ 225,000.00
62	502-6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	15	EA	\$ 5,200.00	\$ 78,000.00	\$ 3,200.00	\$ 48,000.00	\$ 10,000.00	\$ 150,000.00	\$ 2,000.00	\$ 30,000.00
63	506-6002	ROCK FILTER DAMS (INSTALL)(TY 2)	215	EA	\$ 24.00	\$ 5,160.00	\$ 23.00	\$ 4,945.00	\$ 21.00	\$ 4,515.00	\$ 24.00	\$ 5,160.00
64	506-6003	ROCK FILTER DAMS (INSTALL)(TY 3)	419	EA	\$ 43.00	\$ 18,017.00	\$ 32.00	\$ 13,408.00	\$ 43.00	\$ 18,017.00	\$ 34.00	\$ 14,246.00
65	506-6011	ROCK FILTER DAMS (REMOVE)	634	EA	\$ 8.00	\$ 5,072.00	\$ 6.70	\$ 4,247.80	\$ 6.00	\$ 3,804.00	\$ 7.00	\$ 4,438.00
66	506-6020	CONSTRUCTION EXITS (INSTALL)(TY 1)	400	EA	\$ 11.00	\$ 4,400.00	\$ 12.00	\$ 4,800.00	\$ 15.00	\$ 6,000.00	\$ 11.00	\$ 4,400.00
67	506-6024	CONSTRUCTION EXITS (REMOVE)	400	EA	\$ 8.00	\$ 3,200.00	\$ 5.50	\$ 2,200.00	\$ 5.50	\$ 2,200.00	\$ 5.50	\$ 2,200.00
68	506-6038	TEMP SEDMT CONT FENCE (INSTALL)	14254	EA	\$ 2.30	\$ 32,784.20	\$ 1.70	\$ 24,231.80	\$ 2.70	\$ 38,485.80	\$ 1.80	\$ 25,657.20
69	506-6039	TEMP SEDMT CONT FENCE (REMOVE)	14254	EA	\$ 0.60	\$ 8,552.40	\$ 0.50	\$ 7,127.00	\$ 0.30	\$ 4,276.20	\$ 0.55	\$ 7,839.70
70	508-6001	CONSTRUCTING DETOURS	664	LF	\$ 71.00	\$ 47,144.00	\$ 44.00	\$ 29,216.00	\$ 55.00	\$ 36,520.00	\$ 66.00	\$ 43,824.00
71	530-6005	DRIVEWAYS (ACP)	1726	EA	\$ 45.00	\$ 77,670.00	\$ 26.00	\$ 44,876.00	\$ 29.00	\$ 50,054.00	\$ 45.00	\$ 77,670.00
72	540-6001	MTL W-BEAM GD FEN (TIM POST)	1182	LS	\$ 19.50	\$ 23,049.00	\$ 21.00	\$ 24,822.00	\$ 19.75	\$ 23,344.50	\$ 22.00	\$ 26,004.00
73	540-6003	MTL THRIE-BEAM GD FEN (TIM POST)	4	MO	\$ 1,580.00	\$ 6,320.00	\$ 985.00	\$ 3,940.00	\$ 1,252.00	\$ 5,008.00	\$ 1,500.00	\$ 6,000.00
74	540-6016	DOWNSTREAM ANCHOR TERMINAL SECTION	1	LF	\$ 1,005.00	\$ 1,005.00	\$ 990.00	\$ 990.00	\$ 904.00	\$ 904.00	\$ 1,000.00	\$ 1,000.00
75	544-6001	GUARDRAIL END TREATMENT (INSTALL)	11	LF	\$ 2,300.00	\$ 25,300.00	\$ 2,000.00	\$ 22,000.00	\$ 2,216.00	\$ 24,376.00	\$ 2,500.00	\$ 27,500.00
76	552-6003	WIRE FENCE (TY C)	2562	SY	\$ 7.50	\$ 19,215.00	\$ 6.90	\$ 17,677.80	\$ 10.00	\$ 25,620.00	\$ 9.00	\$ 23,058.00
77	618-6046	CONDT (PVC) (SCH 80) (2")	535	SY	\$ 13.38	\$ 7,158.30	\$ 7.70	\$ 4,119.50	\$ 18.00	\$ 9,630.00	\$ 7.75	\$ 4,146.25
78	618-6047	CONDT (PVC) (SCH 80) (2") (BORE)	850	LF	\$ 24.31	\$ 20,663.50	\$ 21.00	\$ 17,850.00	\$ 29.00	\$ 24,650.00	\$ 20.00	\$ 17,000.00
79	618-6053	CONDT (PVC) (SCH 80) (3")	15	LF	\$ 15.96	\$ 239.40	\$ 9.90	\$ 148.50	\$ 43.00	\$ 645.00	\$ 10.00	\$ 150.00
80	618-6054	CONDT (PVC) (SCH 80) (3") (BORE)	310	SY	\$ 33.47	\$ 10,375.70	\$ 23.00	\$ 7,130.00	\$ 34.00	\$ 10,540.00	\$ 22.00	\$ 6,820.00

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Engineer's Estimate		Joe Bland Construction		James Construction Group		Smith Contracting	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
81	620-6007	ELEC CONDR (NO.8) BARE	1250	LF	\$ 1.21	\$ 1,512.50	\$ 1.10	\$ 1,375.00	\$ 1.15	\$ 1,437.50	\$ 1.10	\$ 1,375.00
82	620-608	ELEC CONDR (NO.8) INSULATED	1740	LF	\$ 1.39	\$ 2,418.60	\$ 1.70	\$ 2,958.00	\$ 1.15	\$ 2,001.00	\$ 1.60	\$ 2,784.00
83	620-6009	ELEC CONDR (NO.6) BARE	275	SY	\$ 1.38	\$ 379.50	\$ 2.30	\$ 632.50	\$ 1.40	\$ 385.00	\$ 2.25	\$ 618.75
84	620-6010	ELEC CONDR (NO.6) INSULATED	550	SY	\$ 1.56	\$ 858.00	\$ 3.80	\$ 2,090.00	\$ 1.40	\$ 770.00	\$ 3.30	\$ 1,815.00
85	624-6010	GROUND BOX TY D (162922)W/APRON	8	EA	\$ 1,017.76	\$ 8,142.08	\$ 985.00	\$ 7,880.00	\$ 1,000.00	\$ 8,000.00	\$ 1,000.00	\$ 8,000.00
86	628-6229	ELC SRV TY D 120/240 100(NS)GS(N)TP(O)	1	EA	\$ 1,832.07	\$ 1,832.07	\$ 5,500.00	\$ 5,500.00	\$ 3,700.00	\$ 3,700.00	\$ 5,500.00	\$ 5,500.00
87	636-6001	ALUMINUM SIGNS (TY A)	95	LF	\$ 36.26	\$ 3,444.70	\$ 12.50	\$ 1,187.50	\$ 12.05	\$ 1,144.75	\$ 23.00	\$ 2,185.00
88	644-6001	IN SM RD SN SUP&AM TY10BWG(1)SA(P)	4	LF	\$ 500.00	\$ 2,000.00	\$ 460.00	\$ 1,840.00	\$ 693.75	\$ 2,775.00	\$ 500.00	\$ 2,000.00
89	644-6004	IN SM RD SN SUP&AM TY10BWG(1)SA(T)	2	LF	\$ 545.00	\$ 1,090.00	\$ 535.00	\$ 1,070.00	\$ 665.25	\$ 1,330.50	\$ 584.00	\$ 1,168.00
90	644-6060	IN SM RD SN SUP&AM TYTWT(1)WS(P)	6	LF	\$ 350.00	\$ 2,100.00	\$ 330.00	\$ 1,980.00	\$ 398.81	\$ 2,392.86	\$ 362.00	\$ 2,172.00
91	644-6061	IN SM RD SN SUP&AM TYTWT(1)WS(T)	1	LF	\$ 500.00	\$ 500.00	\$ 360.00	\$ 360.00	\$ 507.44	\$ 507.44	\$ 390.00	\$ 390.00
92	662-6004	REMOVE SM RD SN SUP&AM	2	LF	\$ 100.29	\$ 200.58	\$ 67.00	\$ 134.00	\$ 65.00	\$ 130.00	\$ 139.00	\$ 278.00
93	658-6014	INSTL DEL ASSM (D-SW)SZ (BRF)CTB(BI)	6	LF	\$ 13.00	\$ 78.00	\$ 15.70	\$ 94.20	\$ 8.50	\$ 51.00	\$ 17.00	\$ 102.00
94	658-6047	INSTL OM ASSM (OM-2Y)(WC)GND	20	LF	\$ 64.00	\$ 1,280.00	\$ 47.00	\$ 940.00	\$ 31.18	\$ 623.60	\$ 50.00	\$ 1,000.00
95	658-6061	INSTL DEL ASSM (D-SW)SZ 1(BRF)GF2	39	LF	\$ 40.00	\$ 1,560.00	\$ 17.00	\$ 663.00	\$ 14.05	\$ 547.95	\$ 18.00	\$ 702.00
96	662-6004	WK ZN PAV MRK NON-REMOV (W) 4" (SLD)	10295	EA	\$ 0.35	\$ 3,603.25	\$ 0.57	\$ 5,868.15	\$ 0.58	\$ 5,971.10	\$ 0.60	\$ 6,177.00
97	662-6016	WK ZN PAV MRK NON-REMOV (W) 24" (SLD)	32	EA	\$ 4.50	\$ 144.00	\$ 6.60	\$ 211.20	\$ 6.83	\$ 218.56	\$ 7.25	\$ 232.00
98	662-6032	WK ZN PAV MRK NON-REMOV (Y) 4"(BRK)	954	EA	\$ 0.20	\$ 190.80	\$ 0.23	\$ 219.42	\$ 0.21	\$ 200.34	\$ 0.25	\$ 238.50
99	662-6033	WK ZN PAV MRK NON-REMOV (Y) 4"(DOT)	94	EA	\$ 35.00	\$ 3,290.00	\$ 1.10	\$ 103.40	\$ 1.05	\$ 98.70	\$ 1.10	\$ 103.40
100	662-6034	WK ZN PAV MRK NON-REMOV (Y) 4" (SLD)	3287	EA	\$ 0.20	\$ 657.40	\$ 1.00	\$ 3,287.00	\$ 0.95	\$ 3,122.65	\$ 1.00	\$ 3,287.00
101	666-6036	REFL PAV MRK TY I (W) 8" (SLD)(100 MIL)	850	EA	\$ 1.20	\$ 1,020.00	\$ 0.69	\$ 586.50	\$ 0.63	\$ 535.50	\$ 0.70	\$ 595.00
102	666-6048	REFL PAV MRK TY I (W)24"(SLD)(100MIL)	385	EA	\$ 6.20	\$ 2,387.00	\$ 4.80	\$ 1,848.00	\$ 4.73	\$ 1,821.05	\$ 5.00	\$ 1,925.00
103	666-6054	REFL PAV MRK TY I (W) (ARROW)(100 MIL)	11	EA	\$ 100.00	\$ 1,100.00	\$ 95.00	\$ 1,045.00	\$ 94.53	\$ 1,039.83	\$ 100.00	\$ 1,100.00
104	666-6078	REFL PAV MRK TY I (W) (WORD)(100 MIL)	11	LF	\$ 121.00	\$ 1,331.00	\$ 110.00	\$ 1,210.00	\$ 110.29	\$ 1,213.19	\$ 115.00	\$ 1,265.00
105	666-6147	REFL PAV MRK TY I (Y) 24" (SLD)(100 MIL)	600	LF	\$ 4.20	\$ 2,520.00	\$ 4.70	\$ 2,820.00	\$ 4.73	\$ 2,838.00	\$ 5.00	\$ 3,000.00
106	666-6170	REF PAV MRK TY II (W) 4" (SLD)	25876	LF	\$ 0.10	\$ 2,587.60	\$ 0.14	\$ 3,622.64	\$ 0.13	\$ 3,363.88	\$ 0.14	\$ 3,622.64
107	666-6178	REF PAV MRK TY II (W) 8" (SLD)	850	LF	\$ 0.30	\$ 255.00	\$ 0.35	\$ 297.50	\$ 0.32	\$ 272.00	\$ 0.34	\$ 289.00
108	666-6182	REFL PAV MRK TY II (W) 24" (SLD)	385	LF	\$ 2.45	\$ 943.25	\$ 1.70	\$ 654.50	\$ 1.58	\$ 608.30	\$ 1.70	\$ 654.50
109	666-6184	REF PAV MRK TY II (W)(ARROW)	11	EA	\$ 44.00	\$ 484.00	\$ 42.00	\$ 462.00	\$ 42.01	\$ 462.11	\$ 45.00	\$ 495.00
110	666-6192	REF PAV MRK TY II (W)(WORD)	11	EA	\$ 56.00	\$ 616.00	\$ 47.00	\$ 517.00	\$ 47.27	\$ 519.97	\$ 50.00	\$ 550.00
111	666-6207	REF PAV MRK TY II (Y) 4" (SLD)	30306	LF	\$ 0.10	\$ 3,030.60	\$ 0.14	\$ 4,242.84	\$ 0.13	\$ 3,939.78	\$ 0.14	\$ 4,242.84
112	666-6214	REF PAV MRK TY II (Y) 24" (SLD)	600	LF	\$ 3.50	\$ 2,100.00	\$ 1.60	\$ 960.00	\$ 1.58	\$ 948.00	\$ 1.70	\$ 1,020.00
113	666-6303	RE PM W/RET REQ TY I (W) 4" (SLD)(100 MIL)	25876	LF	\$ 0.30	\$ 7,762.80	\$ 0.35	\$ 9,056.60	\$ 0.32	\$ 8,280.32	\$ 0.35	\$ 9,056.60
114	666-6315	RE PM W/RET REQ TY I (Y) 4" (SLD)(100 MIL)	30306	LF	\$ 0.35	\$ 10,607.10	\$ 0.32	\$ 9,697.92	\$ 0.32	\$ 9,697.92	\$ 0.35	\$ 10,607.10
115	672-6007	REFL PAV MRKR TY I-C	57	LF	\$ 3.70	\$ 210.90	\$ 3.00	\$ 171.00	\$ 3.05	\$ 173.85	\$ 3.25	\$ 185.25
116	672-6009	REFL PAV MRKR TY II-A-A	540	LF	\$ 5.20	\$ 2,808.00	\$ 3.00	\$ 1,620.00	\$ 3.05	\$ 1,647.00	\$ 3.25	\$ 1,755.00
117	677-6001	ELIM EXT PAV MRK & MRKS (4")	3520	LF	\$ 0.70	\$ 2,464.00	\$ 1.00	\$ 3,520.00	\$ 0.95	\$ 3,344.00	\$ 1.00	\$ 3,520.00
118	677-6002	ELIM EXT PAV MRK & MRKS (6")	105	EA	\$ 0.42	\$ 44.10	\$ 1.40	\$ 147.00	\$ 1.42	\$ 149.10	\$ 1.50	\$ 157.50
119	677-6007	ELIM EXT PAV MRK & MRKS (24")	145	EA	\$ 7.00	\$ 1,015.00	\$ 4.80	\$ 696.00	\$ 4.83	\$ 700.35	\$ 5.00	\$ 725.00
120	680-6002	INSTALL HWY TRF SIG (ISOLATED)	1	LF	\$ 19,064.75	\$ 19,064.75	\$ 17,500.00	\$ 17,500.00	\$ 24,000.00	\$ 24,000.00	\$ 17,000.00	\$ 17,000.00
121	682-6001	VEH SIG SEC (12")LED(GRN)	8	LF	\$ 298.69	\$ 2,389.52	\$ 210.00	\$ 1,680.00	\$ 250.00	\$ 2,000.00	\$ 204.00	\$ 1,632.00

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Engineer's Estimate		Joe Bland Construction		James Construction Group		Smith Contracting	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
122	682-6002	VEH SIG SEC (12")LED(GRN ARW)	4	LF	\$ 318.78	\$ 1,275.12	\$ 205.00	\$ 820.00	\$ 250.00	\$ 1,000.00	\$ 204.00	\$ 816.00
123	682-6003	VEH SIG SEC (12")LED(YEL)	8	LF	\$ 302.92	\$ 2,423.36	\$ 210.00	\$ 1,680.00	\$ 250.00	\$ 2,000.00	\$ 204.00	\$ 1,632.00
124	682-6004	VEH SIG SEC (12")LED(YEL ARW)	8	LF	\$ 347.42	\$ 2,779.36	\$ 210.00	\$ 1,680.00	\$ 250.00	\$ 2,000.00	\$ 204.00	\$ 1,632.00
125	682-6005	VEH SIG SEC (12")LED(RED)	8	EA	\$ 300.67	\$ 2,405.36	\$ 210.00	\$ 1,680.00	\$ 250.00	\$ 2,000.00	\$ 204.00	\$ 1,632.00
126	682-6006	VEH SIG SEC (12")LED(RED ARW)	4	EA	\$ 351.65	\$ 1,406.60	\$ 210.00	\$ 840.00	\$ 250.00	\$ 1,000.00	\$ 204.00	\$ 816.00
127	682-6023	BACK PLATE (12")(3 SEC)	8	LF	\$ 100.45	\$ 803.60	\$ 47.00	\$ 376.00	\$ 62.00	\$ 496.00	\$ 50.00	\$ 400.00
128	682-6024	BACK PLATE (12")(4 SEC)	4	LF	\$ 119.20	\$ 476.80	\$ 62.00	\$ 248.00	\$ 65.00	\$ 260.00	\$ 60.00	\$ 240.00
129	684-6031	TRF SIG CBL (TY A)(14 AWG)(5 CONDR)	876	EA	\$ 1.83	\$ 1,603.08	\$ 1.70	\$ 1,489.20	\$ 1.30	\$ 1,138.80	\$ 1.60	\$ 1,401.60
130	684-6033	TRF SIG CBL (TY A)(14 AWG)(7 CONDR)	911	EA	\$ 2.74	\$ 2,496.14	\$ 2.10	\$ 1,913.10	\$ 1.55	\$ 1,412.05	\$ 2.10	\$ 1,913.10
131	686-6031	INS TRF SIG PL AM(S)1 ARM(28')LUM	2	LF	\$ 5,911.90	\$ 11,823.80	\$ 6,000.00	\$ 12,000.00	\$ 5,200.00	\$ 10,400.00	\$ 5,700.00	\$ 11,400.00
132	686-6035	INS TRF SIG PL AM(S)1 ARM(32')LUM	1	LF	\$ 6,355.66	\$ 6,355.66	\$ 7,000.00	\$ 7,000.00	\$ 5,300.00	\$ 5,300.00	\$ 6,700.00	\$ 6,700.00
133	686-6059	INS TRF SIG PL AM(S)1 ARM(55')LUM	1	LF	\$ 18,678.51	\$ 18,678.51	\$ 17,500.00	\$ 17,500.00	\$ 15,800.00	\$ 15,800.00	\$ 16,500.00	\$ 16,500.00
134	730-6107	FULL-WIDTH MOWING	3	EA	\$ 1,100.00	\$ 3,300.00	\$ 2,550.00	\$ 7,650.00	\$ 2,200.00	\$ 6,600.00	\$ 3,700.00	\$ 11,100.00
135	6002-6001	VIVDS PROCESSOR SYSTEM	1	EA	\$ 6,448.09	\$ 6,448.09	\$ 6,000.00	\$ 6,000.00	\$ 5,600.00	\$ 5,600.00	\$ 6,000.00	\$ 6,000.00
136	6002-602	VIVDS CAMERA ASSEMBLY	4	LF	\$ 2,534.83	\$ 10,139.32	\$ 1,700.00	\$ 6,800.00	\$ 1,950.00	\$ 7,800.00	\$ 1,500.00	\$ 6,000.00
137	6002-6003	VIVDS SET-UP SYSTEM	1	LF	\$ 838.94	\$ 838.94	\$ 165.00	\$ 165.00	\$ 530.00	\$ 530.00	\$ 150.00	\$ 150.00
138	6002-6004	VIVDS CENTRAL CONTROL	1	EA	\$ 3,271.40	\$ 3,271.40	\$ 3,000.00	\$ 3,000.00	\$ 2,700.00	\$ 2,700.00	\$ 2,800.00	\$ 2,800.00
139	6002-6005	VIVDS COMMUNICATION CABLE (COAXIAL)	891	EA	\$ 3.52	\$ 3,136.32	\$ 3.50	\$ 3,118.50	\$ 2.05	\$ 1,826.55	\$ 3.30	\$ 2,940.30
140	6057-6001	RADAR ADVANCED DETCTION DEVICE	4	EA	\$ 10,532.50	\$ 42,130.00	\$ 7,500.00	\$ 30,000.00	\$ 7,500.00	\$ 30,000.00	\$ 7,300.00	\$ 29,200.00
141	6058-6001	BATTERY BACK-UP SYSTEM FOR SIGNAL CABINETS	1	EA	\$ 7,301.73	\$ 7,301.73	\$ 7,200.00	\$ 7,200.00	\$ 6,400.00	\$ 6,400.00	\$ 7,100.00	\$ 7,100.00
142	WC-5002	WOODEN PRIVACY FENCE	2216	EA	\$ 35.00	\$ 77,560.00	\$ 20.00	\$ 44,320.00	\$ 24.00	\$ 53,184.00	\$ 22.00	\$ 48,752.00
143	WC5001-6002	GEOGRID BASE REINFORCEMENT TY II	63562	EA	\$ 2.25	\$ 143,014.50	\$ 2.40	\$ 152,548.80	\$ 1.30	\$ 82,630.60	\$ 2.00	\$ 127,124.00

NON-BID ITEMS TO BE INCLUDED IN BID AND CONTRACT AMOUNT

144	999-WC01	FORCE ACCOUNT	50,000	DOL	\$1.00	\$50,000.00	\$1.00	\$50,000.00	\$1.00	\$50,000.00	\$1.00	\$50,000.00
145	999-WC002	FORCE ACCOUNT - CORE HOLES FOR BRIDGE	10	EA	\$200.00	\$2,000.00	\$200.00	\$2,000.00	\$200.00	\$2,000.00	\$200.00	\$2,000.00
146	341-WC01	FORCE ACCOUNT - ESTIMATED PLACEMENT AND PRODUCTION BONUS/PENALTY (TY B)	57,300	DOL	\$1.00	\$57,300.00	\$1.00	\$57,300.00	\$1.00	\$57,300.00	\$1.00	\$57,300.00
147	341-WC02	FORCE ACCOUNT - ESTIMATED PLACEMENT AND PRODUCTION BONUS/PENALTY (TY C SURFACE)	46,700	DOL	\$1.00	\$46,700.00	\$1.00	\$46,700.00	\$1.00	\$46,700.00	\$1.00	\$46,700.00
148	585-WC01	FORCE ACCOUNT - ESTIMATED RIDE QUALITY BONUS/PENALTY	10,500	DOL	\$1.00	\$10,500.00	\$1.00	\$10,500.00	\$1.00	\$10,500.00	\$1.00	\$10,500.00

ALTERNATIVE BID ITEMS

149	132-6001	EMBANKMENT (FINAL)(ORD COMP)(TY A)	65	CY	\$ 12.58	\$ 817.70	\$ 12.00	\$ 780.00	\$ 40.00	\$ 2,600.00	\$ 100.00	\$ 6,500.00
150	162-6002	BLOCK SODDING	292	SY	\$ 3.92	\$ 1,144.64	\$ 13.50	\$ 3,942.00	\$ 12.38	\$ 3,614.96	\$ 8.00	\$ 2,336.00
151	166-6002	FERTILIZER	40	LB	\$ 1.05	\$ 42.00	\$ 1.00	\$ 40.00	\$ 0.52	\$ 20.80	\$ 30.00	\$ 1,200.00
152	168-6001	VEGETATIVE WATERING	3,000	G	\$ 0.06	\$ 180.00	\$ 6.00	\$ 18,000.00	\$ 0.03	\$ 90.00	\$ 1.00	\$ 3,000.00
153	432-6041	RIPRAP (SPECIAL)	5	CY	\$ 650.19	\$ 3,250.95	\$ 400.00	\$ 2,000.00	\$ 950.00	\$ 4,750.00	\$ 800.00	\$ 4,000.00
154	531-6008	CURB RAMPS (TY 5) (MOD)	4	EA	\$ 2,037.78	\$ 8,151.12	\$ 475.00	\$ 1,900.00	\$ 2,200.00	\$ 8,800.00	\$ 2,000.00	\$ 8,000.00
155	618-6046	CONDT (PVC) (SCH 80) (2")	140	LF	\$ 13.38	\$ 1,873.20	\$ 12.50	\$ 1,750.00	\$ 22.00	\$ 3,080.00	\$ 12.00	\$ 1,680.00
156	666-6042	REFL PAV MRK TY I (W)12"(SLD)(100MIL)	180	LF	\$ 3.20	\$ 576.00	\$ 7.50	\$ 1,350.00	\$ 7.51	\$ 1,351.80	\$ 8.00	\$ 1,440.00

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Engineer's Estimate		Joe Bland Construction		James Construction Group		Smith Contracting	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
157	666-6180	REFL PAV MRK TY II (W) 12" (SLD)	180	LF	\$ 1.39	\$ 250.20	\$ 1.50	\$ 270.00	\$ 1.05	\$ 189.00	\$ 1.25	\$ 225.00
158	682-6018	PED SIG SEC (LED)(COUNTDOWN)	8	EA	\$ 681.80	\$ 5,454.40	\$ 550.00	\$ 4,400.00	\$ 650.00	\$ 5,200.00	\$ 585.00	\$ 4,680.00
159	684-6031	TRF SIG CBL (TY A)(14 AWG)(5 CONDR)	1,102	LF	\$ 1.83	\$ 2,016.66	\$ 1.75	\$ 1,928.50	\$ 1.30	\$ 1,432.60	\$ 1.70	\$ 1,873.40
160	684-6082	TRF SIG CBL (TY C)(18 AWG)(2 CONDR)	1274	LF	\$ 1.93	\$ 2,458.82	\$ 1.55	\$ 1,974.70	\$ 1.10	\$ 1,401.40	\$ 1.60	\$ 2,038.40
161	687-6001	PED POLE ASSEMBLY	4	EA	\$ 2,214.98	\$ 8,859.92	\$ 3,200.00	\$ 12,800.00	\$ 2,359.52	\$ 9,438.08	\$ 3,100.00	\$ 12,400.00
162	688-6001	PED DETECT PUSH BUTTON (APS)	8	EA	\$ 870.41	\$ 6,963.28	\$ 750.00	\$ 6,000.00	\$ 750.00	\$ 6,000.00	\$ 940.00	\$ 7,520.00
163	688-6003	PED DETECTOR CONTROLLER UNIT	1	EA	\$ 3,707.35	\$ 3,707.35	\$ 3,500.00	\$ 3,500.00	\$ 2,800.00	\$ 2,800.00	\$ 2,800.00	\$ 2,800.00
TOTAL COST ADJUSTED FOR CORRECTNESS						\$ 9,104,106.29		\$ 6,640,302.71		\$ 7,066,313.86		\$ 7,198,581.05
ACTUAL BID PROPOSAL						\$9,104,106.29		\$6,640,302.71		\$7,066,313.86		\$7,198,581.05
ADJUSTMENT DIFFERENCE						\$0.00		\$0.00		\$0.00		\$0.00
TOTAL COST ADJUSTED FOR CORRECTNESS (ADDTL ITEMS)						\$ 9,149,852.53		\$ 6,700,937.91		\$ 7,117,082.50		\$ 7,258,273.85
ACTUAL BID PROPOSAL (ADDTL ITEMS)						\$9,149,852.53		\$6,700,937.91		\$7,117,082.50		\$7,258,273.85
ADJUSTMENT DIFFERENCE						\$0.00		\$0.00		\$0.00		\$0.00
Bid Bond								Y		Y		Y
Bid Affidavit								Y		Y		Y
Conflict of Interest Questionnaire								Y		Y		Y
Bidder References (Minimum of Three)								Y		Y		Y

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Cox Commercial Construction		Chasco Constructors		C.C. Carlton Industries		Aaron Concrete Contractors	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
1	100-6002	PREPARING ROW	127.3	EA	\$ 1,100.00	\$ 140,030.00	\$ 2,000.00	\$ 254,600.00	\$ 700.00	\$ 89,110.00	\$ 800.00	\$ 101,840.00
2	110-6001	EXCAVATION (ROADWAY)	45980	EA	\$ 11.00	\$ 505,780.00	\$ 13.23	\$ 608,315.40	\$ 12.00	\$ 551,760.00	\$ 15.00	\$ 689,700.00
3	110-6002	EXCAVATION (CHANNEL)	15110	LF	\$ 11.50	\$ 173,765.00	\$ 14.00	\$ 211,540.00	\$ 12.00	\$ 181,320.00	\$ 15.00	\$ 226,650.00
4	132-6005	EMBANKMENT (FINAL)(ORD COMP)(TY B)	34615	LF	\$ 25.00	\$ 865,375.00	\$ 26.00	\$ 899,990.00	\$ 26.00	\$ 899,990.00	\$ 51.00	\$ 1,765,365.00
5	160-WC02	FURNISHING AND PLACING TOPSOIL (4")	112138	LF	\$ 1.20	\$ 134,565.60	\$ 1.20	\$ 134,565.60	\$ 0.30	\$ 33,641.40	\$ 0.70	\$ 78,496.60
6	161-WC001	EROSION CONTROL COMPOST (3")	112138	EA	\$ 2.20	\$ 246,703.60	\$ 1.50	\$ 168,207.00	\$ 2.10	\$ 235,489.80	\$ 3.00	\$ 336,414.00
7	162-WC103	MULCH TOPDRESSING (5")	28034	EA	\$ 2.05	\$ 57,469.70	\$ 2.00	\$ 56,068.00	\$ 3.50	\$ 98,119.00	\$ 3.00	\$ 84,102.00
8	164-WC04	SEEDING FOR EROSION CONTROL (TEMP) (COOL) (TY 4)	56069	EA	\$ 0.20	\$ 11,213.80	\$ 0.42	\$ 23,548.98	\$ 0.20	\$ 11,213.80	\$ 0.50	\$ 28,034.50
9	164-WC11	SEEDING FOR EROSION CONTROL (TEMP & PERM) (TY 11)	168207	EA	\$ 0.20	\$ 33,641.40	\$ 0.42	\$ 70,646.94	\$ 0.25	\$ 42,051.75	\$ 0.80	\$ 134,565.60
10	166-6002	FERTILIZER	7.00	EA	\$ 900.00	\$ 6,300.00	\$ 676.00	\$ 4,732.00	\$ 2,000.00	\$ 14,000.00	\$ 1,000.00	\$ 7,000.00
11	168-WC01	VEGETATIVE WATERING	2803	EA	\$ 20.00	\$ 56,060.00	\$ 18.00	\$ 50,454.00	\$ 22.00	\$ 61,666.00	\$ 30.00	\$ 84,090.00
12	169-6006	SOIL RETENTION BLANKETS (CL 2)(TY F)	4120	EA	\$ 1.50	\$ 6,180.00	\$ 6.50	\$ 26,780.00	\$ 2.00	\$ 8,240.00	\$ 7.00	\$ 28,840.00
13	247-6004	FL BS (CMP IN PLC)(TY A GR 4)(FINAL POS)	21365	EA	\$ 37.00	\$ 790,505.00	\$ 38.00	\$ 811,870.00	\$ 39.00	\$ 833,235.00	\$ 57.00	\$ 1,217,805.00
14	260-6002	LIME (HYDRATED LIME(SLURRY))	1144	EA	\$ 152.00	\$ 173,888.00	\$ 125.00	\$ 143,000.00	\$ 160.00	\$ 183,040.00	\$ 170.00	\$ 194,480.00
15	260-6073	LIME TRT (SUBGRADE) (8")	63562	LF	\$ 3.50	\$ 222,467.00	\$ 1.25	\$ 79,452.50	\$ 5.50	\$ 349,591.00	\$ 3.50	\$ 222,467.00
16	310-6001	PRIME COAT (MULTI OPTION)	12350	LF	\$ 2.60	\$ 32,110.00	\$ 3.50	\$ 43,225.00	\$ 3.00	\$ 37,050.00	\$ 3.00	\$ 37,050.00
17	316-6193	AGGR(TY-D GR-5 SAC-B)	413	EA	\$ 120.00	\$ 49,560.00	\$ 88.00	\$ 36,344.00	\$ 140.00	\$ 57,820.00	\$ 66.00	\$ 27,258.00
18	316-6413	ASPH(AC-15P, HFRS-2P OR CRS-2P)	15495	EA	\$ 2.75	\$ 42,611.25	\$ 3.10	\$ 48,034.50	\$ 3.50	\$ 54,232.50	\$ 3.00	\$ 46,485.00
19	341-6008	D-GR HMA TY-B PG64-22	10189	EA	\$ 55.00	\$ 560,395.00	\$ 59.00	\$ 601,151.00	\$ 63.00	\$ 641,907.00	\$ 65.00	\$ 662,285.00
20	341-6042	D-GR HMA TY-D SAC-B PG70-22	6546	CYC	\$ 72.00	\$ 471,312.00	\$ 85.00	\$ 556,410.00	\$ 83.00	\$ 543,318.00	\$ 83.00	\$ 543,318.00
21	403-6001	TEMP SPL SHORING	1484	EA	\$ 19.00	\$ 28,196.00	\$ 15.00	\$ 22,260.00	\$ 14.50	\$ 21,518.00	\$ 31.00	\$ 46,004.00
22	416-6003	DRILL SHAFT (30 IN)	34	EA	\$ 200.00	\$ 6,800.00	\$ 224.00	\$ 7,616.00	\$ 230.00	\$ 7,820.00	\$ 235.00	\$ 7,990.00
23	416-6004	DRILL SHAFT (36 IN)	210	EA	\$ 205.00	\$ 43,050.00	\$ 240.00	\$ 50,400.00	\$ 300.00	\$ 63,000.00	\$ 360.00	\$ 75,600.00
24	416-6006	DRILL SHAFT (48 IN)	22	EA	\$ 275.00	\$ 6,050.00	\$ 310.00	\$ 6,820.00	\$ 320.00	\$ 7,040.00	\$ 325.00	\$ 7,150.00
25	420-6013	CL C CONC (ABUT)	48.6	LF	\$ 800.00	\$ 38,880.00	\$ 1,100.00	\$ 53,460.00	\$ 1,800.00	\$ 87,480.00	\$ 1,400.00	\$ 68,040.00
26	420-6029	CL C CONC (CAP)	20.5	EA	\$ 800.00	\$ 16,400.00	\$ 950.00	\$ 19,475.00	\$ 2,550.00	\$ 52,275.00	\$ 1,200.00	\$ 24,600.00
27	420-6037	CL C CONC (COLUMN)	4.2	EA	\$ 1,200.00	\$ 5,040.00	\$ 2,000.00	\$ 8,400.00	\$ 3,000.00	\$ 12,600.00	\$ 1,800.00	\$ 7,560.00
28	422-6001	REINF CONC SLAB	5520	LF	\$ 17.50	\$ 96,600.00	\$ 19.00	\$ 104,880.00	\$ 32.00	\$ 176,640.00	\$ 24.00	\$ 132,480.00
29	422-6015	APPROACH SLAB	91.4	SY	\$ 450.00	\$ 41,130.00	\$ 425.00	\$ 38,845.00	\$ 700.00	\$ 63,980.00	\$ 720.00	\$ 65,808.00
30	425-6035	PRESTR CONC GIRDER (TX28)	713.9	SY	\$ 135.00	\$ 96,376.50	\$ 140.00	\$ 99,946.00	\$ 195.00	\$ 139,210.50	\$ 150.00	\$ 107,085.00
31	432-6001	RIPRAP (CONC)(4 IN)	457.5	CY	\$ 500.00	\$ 228,750.00	\$ 300.00	\$ 137,250.00	\$ 450.00	\$ 205,875.00	\$ 500.00	\$ 228,750.00
32	432-6002	RIPRAP (CONC)(5 IN)	172.0	LF	\$ 525.00	\$ 90,300.00	\$ 425.00	\$ 73,100.00	\$ 450.00	\$ 77,400.00	\$ 520.00	\$ 89,440.00
33	432-6033	RIPRAP (STONE PROTECTION)(18 IN)	108.0	LF	\$ 150.00	\$ 16,200.00	\$ 160.00	\$ 17,280.00	\$ 90.00	\$ 9,720.00	\$ 140.00	\$ 15,120.00
34	432-06045	RIPRAP (MOW STRIP)(4 IN)	85.4	LF	\$ 700.00	\$ 59,780.00	\$ 625.00	\$ 53,375.00	\$ 460.00	\$ 39,284.00	\$ 465.00	\$ 39,711.00
35	450-6006	RAIL (TY T223)	272	LF	\$ 140.00	\$ 38,080.00	\$ 100.00	\$ 27,200.00	\$ 270.00	\$ 73,440.00	\$ 140.00	\$ 38,080.00
36	454-6001	SEALED EXPANSION JOINT (4 IN) (SEJ - A)	94	SF	\$ 120.00	\$ 11,280.00	\$ 70.00	\$ 6,580.00	\$ 175.00	\$ 16,450.00	\$ 115.00	\$ 10,810.00
37	462-6003	CONC BOX CULV (4FT X 2FT)	30	CY	\$ 190.00	\$ 5,700.00	\$ 203.00	\$ 6,090.00	\$ 230.00	\$ 6,900.00	\$ 210.00	\$ 6,300.00
38	462-6006	CONC BOX CULV (5FT X 2FT)	210	CY	\$ 280.00	\$ 58,800.00	\$ 350.00	\$ 73,500.00	\$ 240.00	\$ 50,400.00	\$ 240.00	\$ 50,400.00
39	462-6007	CONC BOX CULV (5FT X 3FT)	266	CY	\$ 285.00	\$ 75,810.00	\$ 305.00	\$ 81,130.00	\$ 250.00	\$ 66,500.00	\$ 250.00	\$ 66,500.00

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Cox Commercial Construction		Chasco Constructors		C.C. Carlton Industries		Aaron Concrete Contractors	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
40	462-6010	CONC BOX CULV (6FT X 3FT)	688	LF	\$ 290.00	\$ 199,520.00	\$ 320.00	\$ 220,160.00	\$ 290.00	\$ 199,520.00	\$ 300.00	\$ 206,400.00
41	462-6014	CONC BOX CULV (7 FT X 3 FT)	479	LF	\$ 350.00	\$ 167,650.00	\$ 400.00	\$ 191,600.00	\$ 360.00	\$ 172,440.00	\$ 350.00	\$ 167,650.00
42	464-6003	RC PIPE (CL III)(18 IN)	850	LF	\$ 65.00	\$ 55,250.00	\$ 48.00	\$ 40,800.00	\$ 50.00	\$ 42,500.00	\$ 66.00	\$ 56,100.00
43	464-6005	RC PIPE (CL III)(24 IN)	902	LF	\$ 80.00	\$ 72,160.00	\$ 60.00	\$ 54,120.00	\$ 60.00	\$ 54,120.00	\$ 88.00	\$ 79,376.00
44	464-6009	RC PIPE (CL III)(42 IN)	145	LF	\$ 170.00	\$ 24,650.00	\$ 160.00	\$ 23,200.00	\$ 140.00	\$ 20,300.00	\$ 162.00	\$ 23,490.00
45	465-6128	INLET (COMPL)(PSL)(FG)(4FTX4FT-4FTX4FT)	6	LF	\$ 2,800.00	\$ 16,800.00	\$ 4,100.00	\$ 24,600.00	\$ 3,500.00	\$ 21,000.00	\$ 2,700.00	\$ 16,200.00
46	465-6163	INLET (COMPL)(TY H)	2	LF	\$ 4,500.00	\$ 9,000.00	\$ 5,800.00	\$ 11,600.00	\$ 3,500.00	\$ 7,000.00	\$ 4,500.00	\$ 9,000.00
47	466-6134	SET (TY I) (S=5FT) (HW=2FT) (6:1)(P)	2	EA	\$ 6,000.00	\$ 12,000.00	\$ 1,000.00	\$ 2,000.00	\$ 7,000.00	\$ 14,000.00	\$ 9,700.00	\$ 19,400.00
48	466-6135	HEADWALL (CH-PW-S)(DIA = 42 IN)	1	EA	\$ 12,500.00	\$ 12,500.00	\$ 8,500.00	\$ 8,500.00	\$ 14,500.00	\$ 14,500.00	\$ 24,000.00	\$ 24,000.00
49	466-6179	WINGWALL (PW-1)(HW=4 FT)	2	EA	\$ 10,000.00	\$ 20,000.00	\$ 12,000.00	\$ 24,000.00	\$ 12,200.00	\$ 24,400.00	\$ 20,000.00	\$ 40,000.00
50	466-6180	WINGWALL (PW-1)(HW=5 FT)	4	EA	\$ 12,500.00	\$ 50,000.00	\$ 18,000.00	\$ 72,000.00	\$ 15,800.00	\$ 63,200.00	\$ 22,000.00	\$ 88,000.00
51	466-6206	WINGWALL (SW-0)(HW=3FT)	2	EA	\$ 8,000.00	\$ 16,000.00	\$ 3,500.00	\$ 7,000.00	\$ 13,500.00	\$ 27,000.00	\$ 19,000.00	\$ 38,000.00
52	466-6207	WINGWALL (SW-0)(HW=4FT)	3	EA	\$ 5,500.00	\$ 16,500.00	\$ 5,200.00	\$ 15,600.00	\$ 10,000.00	\$ 30,000.00	\$ 12,000.00	\$ 36,000.00
53	467-6134	SET (TY I) (S= 4 FT) (HW= 2 FT) (6:1) (P)	2	EA	\$ 5,000.00	\$ 10,000.00	\$ 4,800.00	\$ 9,600.00	\$ 8,000.00	\$ 16,000.00	\$ 8,000.00	\$ 16,000.00
54	467-6174	SET (TY I) (S=5FT) (HW=3FT) (6:1)(P)	1	EA	\$ 6,000.00	\$ 6,000.00	\$ 5,700.00	\$ 5,700.00	\$ 11,500.00	\$ 11,500.00	\$ 10,000.00	\$ 10,000.00
55	467-6363	SET (TY II)(18 IN) (RCP)(6:1) (P)	17	EA	\$ 1,700.00	\$ 28,900.00	\$ 1,500.00	\$ 25,500.00	\$ 2,500.00	\$ 42,500.00	\$ 1,200.00	\$ 20,400.00
56	467-6395	SET (TY II)(24 IN) (RCP)(6:1) (P)	8	EA	\$ 2,200.00	\$ 17,600.00	\$ 2,000.00	\$ 16,000.00	\$ 2,900.00	\$ 23,200.00	\$ 1,700.00	\$ 13,600.00
57	496-6004	REMOV STR (SET)	9	EA	\$ 700.00	\$ 6,300.00	\$ 195.00	\$ 1,755.00	\$ 2,000.00	\$ 18,000.00	\$ 330.00	\$ 2,970.00
58	496-6007	REMOV STR (PIPE)	196	EA	\$ 25.00	\$ 4,900.00	\$ 10.00	\$ 1,960.00	\$ 40.00	\$ 7,840.00	\$ 50.00	\$ 9,800.00
59	496-6031	REMOV STR (CATTLE GUARD)	1	EA	\$ 2,500.00	\$ 2,500.00	\$ 280.00	\$ 280.00	\$ 1,000.00	\$ 1,000.00	\$ 1,600.00	\$ 1,600.00
60	496-6043	REMOV STR (SMALL FENCE)	2438	EA	\$ 2.50	\$ 6,095.00	\$ 2.00	\$ 4,876.00	\$ 4.00	\$ 9,752.00	\$ 5.00	\$ 12,190.00
61	500-6001	MOBILIZATION	1	EA	\$ 550,000.00	\$ 550,000.00	\$ 360,000.00	\$ 360,000.00	\$ 245,000.00	\$ 245,000.00	\$ 500,000.00	\$ 500,000.00
62	502-6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	15	EA	\$ 2,000.00	\$ 30,000.00	\$ 2,500.00	\$ 37,500.00	\$ 2,000.00	\$ 30,000.00	\$ 1,200.00	\$ 18,000.00
63	506-6002	ROCK FILTER DAMS (INSTALL)(TY 2)	215	EA	\$ 20.00	\$ 4,300.00	\$ 21.00	\$ 4,515.00	\$ 30.00	\$ 6,450.00	\$ 24.00	\$ 5,160.00
64	506-6003	ROCK FILTER DAMS (INSTALL)(TY 3)	419	EA	\$ 42.00	\$ 17,598.00	\$ 36.50	\$ 15,293.50	\$ 40.00	\$ 16,760.00	\$ 46.00	\$ 19,274.00
65	506-6011	ROCK FILTER DAMS (REMOVE)	634	EA	\$ 6.00	\$ 3,804.00	\$ 10.00	\$ 6,340.00	\$ 7.00	\$ 4,438.00	\$ 11.00	\$ 6,974.00
66	506-6020	CONSTRUCTION EXITS (INSTALL)(TY 1)	400	EA	\$ 19.00	\$ 7,600.00	\$ 11.25	\$ 4,500.00	\$ 25.00	\$ 10,000.00	\$ 13.00	\$ 5,200.00
67	506-6024	CONSTRUCTION EXITS (REMOVE)	400	EA	\$ 6.00	\$ 2,400.00	\$ 6.75	\$ 2,700.00	\$ 10.00	\$ 4,000.00	\$ 10.00	\$ 4,000.00
68	506-6038	TEMP SEDMT CONT FENCE (INSTALL)	14254	EA	\$ 2.00	\$ 28,508.00	\$ 1.85	\$ 26,369.90	\$ 3.00	\$ 42,762.00	\$ 2.00	\$ 28,508.00
69	506-6039	TEMP SEDMT CONT FENCE (REMOVE)	14254	EA	\$ 0.10	\$ 1,425.40	\$ 0.22	\$ 3,135.88	\$ 0.10	\$ 1,425.40	\$ 0.60	\$ 8,552.40
70	508-6001	CONSTRUCTING DETOURS	664	LF	\$ 65.00	\$ 43,160.00	\$ 80.00	\$ 53,120.00	\$ 90.00	\$ 59,760.00	\$ 75.00	\$ 49,800.00
71	530-6005	DRIVEWAYS (ACP)	1726	EA	\$ 35.00	\$ 60,410.00	\$ 45.00	\$ 77,670.00	\$ 60.00	\$ 103,560.00	\$ 30.00	\$ 51,780.00
72	540-6001	MTL W-BEAM GD FEN (TIM POST)	1182	LS	\$ 20.00	\$ 23,640.00	\$ 20.00	\$ 23,640.00	\$ 24.00	\$ 28,368.00	\$ 22.00	\$ 26,004.00
73	540-6003	MTL THRIE-BEAM GD FEN (TIM POST)	4	MO	\$ 1,300.00	\$ 5,200.00	\$ 1,300.00	\$ 5,200.00	\$ 1,600.00	\$ 6,400.00	\$ 1,500.00	\$ 6,000.00
74	540-6016	DOWNSTREAM ANCHOR TERMINAL SECTION	1	LF	\$ 1,000.00	\$ 1,000.00	\$ 940.00	\$ 940.00	\$ 1,050.00	\$ 1,050.00	\$ 1,000.00	\$ 1,000.00
75	544-6001	GUARDRAIL END TREATMENT (INSTALL)	11	LF	\$ 2,300.00	\$ 25,300.00	\$ 2,300.00	\$ 25,300.00	\$ 2,500.00	\$ 27,500.00	\$ 2,400.00	\$ 26,400.00
76	552-6003	WIRE FENCE (TY C)	2562	SY	\$ 7.00	\$ 17,934.00	\$ 7.00	\$ 17,934.00	\$ 7.00	\$ 17,934.00	\$ 7.40	\$ 18,958.80
77	618-6046	CONDT (PVC) (SCH 80) (2")	535	SY	\$ 8.00	\$ 4,280.00	\$ 7.85	\$ 4,199.75	\$ 8.00	\$ 4,280.00	\$ 8.30	\$ 4,440.50
78	618-6047	CONDT (PVC) (SCH 80) (2") (BORE)	850	LF	\$ 20.00	\$ 17,000.00	\$ 20.00	\$ 17,000.00	\$ 21.00	\$ 17,850.00	\$ 21.30	\$ 18,105.00
79	618-6053	CONDT (PVC) (SCH 80) (3")	15	LF	\$ 10.00	\$ 150.00	\$ 10.00	\$ 150.00	\$ 20.00	\$ 300.00	\$ 10.60	\$ 159.00
80	618-6054	CONDT (PVC) (SCH 80) (3") (BORE)	310	SY	\$ 20.00	\$ 6,200.00	\$ 22.00	\$ 6,820.00	\$ 25.00	\$ 7,750.00	\$ 23.60	\$ 7,316.00

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Cox Commercial Construction		Chasco Constructors		C.C. Carlton Industries		Aaron Concrete Contractors	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
81	620-6007	ELEC CONDR (NO.8) BARE	1250	LF	\$ 1.00	\$ 1,250.00	\$ 1.10	\$ 1,375.00	\$ 1.50	\$ 1,875.00	\$ 1.20	\$ 1,500.00
82	620-608	ELEC CONDR (NO.8) INSULATED	1740	LF	\$ 1.50	\$ 2,610.00	\$ 1.65	\$ 2,871.00	\$ 2.00	\$ 3,480.00	\$ 1.80	\$ 3,132.00
83	620-6009	ELEC CONDR (NO.6) BARE	275	SY	\$ 2.00	\$ 550.00	\$ 2.24	\$ 616.00	\$ 3.00	\$ 825.00	\$ 2.40	\$ 660.00
84	620-6010	ELEC CONDR (NO.6) INSULATED	550	SY	\$ 3.00	\$ 1,650.00	\$ 3.35	\$ 1,842.50	\$ 4.00	\$ 2,200.00	\$ 3.50	\$ 1,925.00
85	624-6010	GROUND BOX TY D (162922)W/APRON	8	EA	\$ 1,000.00	\$ 8,000.00	\$ 1,000.00	\$ 8,000.00	\$ 1,050.00	\$ 8,400.00	\$ 1,100.00	\$ 8,800.00
86	628-6229	ELC SRV TY D 120/240 100(NS)GS(N)TP(O)	1	EA	\$ 5,000.00	\$ 5,000.00	\$ 5,600.00	\$ 5,600.00	\$ 6,000.00	\$ 6,000.00	\$ 5,900.00	\$ 5,900.00
87	636-6001	ALUMINUM SIGNS (TY A)	95	LF	\$ 25.00	\$ 2,375.00	\$ 22.00	\$ 2,090.00	\$ 25.00	\$ 2,375.00	\$ 25.00	\$ 2,375.00
88	644-6001	IN SM RD SN SUP&AM TY10BWG(1)SA(P)	4	LF	\$ 450.00	\$ 1,800.00	\$ 465.00	\$ 1,860.00	\$ 700.00	\$ 2,800.00	\$ 495.00	\$ 1,980.00
89	644-6004	IN SM RD SN SUP&AM TY10BWG(1)SA(T)	2	LF	\$ 550.00	\$ 1,100.00	\$ 545.00	\$ 1,090.00	\$ 800.00	\$ 1,600.00	\$ 575.00	\$ 1,150.00
90	644-6060	IN SM RD SN SUP&AM TYTWT(1)WS(P)	6	LF	\$ 350.00	\$ 2,100.00	\$ 338.00	\$ 2,028.00	\$ 450.00	\$ 2,700.00	\$ 355.00	\$ 2,130.00
91	644-6061	IN SM RD SN SUP&AM TYTWT(1)WS(T)	1	LF	\$ 350.00	\$ 350.00	\$ 365.00	\$ 365.00	\$ 600.00	\$ 600.00	\$ 385.00	\$ 385.00
92	662-6004	REMOVE SM RD SN SUP&AM	2	LF	\$ 150.00	\$ 300.00	\$ 240.00	\$ 480.00	\$ 70.00	\$ 140.00	\$ 165.00	\$ 330.00
93	658-6014	INSTL DEL ASSM (D-SW)SZ (BRF)CTB(BI)	6	LF	\$ 20.00	\$ 120.00	\$ 16.00	\$ 96.00	\$ 20.00	\$ 120.00	\$ 17.00	\$ 102.00
94	658-6047	INSTL OM ASSM (OM-2Y)(WC)GND	20	LF	\$ 45.00	\$ 900.00	\$ 46.00	\$ 920.00	\$ 70.00	\$ 1,400.00	\$ 50.00	\$ 1,000.00
95	658-6061	INSTL DEL ASSM (D-SW)SZ 1(BRF)GF2	39	LF	\$ 20.00	\$ 780.00	\$ 17.00	\$ 663.00	\$ 40.00	\$ 1,560.00	\$ 18.00	\$ 702.00
96	662-6004	WK ZN PAV MRK NON-REMOV (W) 4" (SLD)	10295	EA	\$ 0.50	\$ 5,147.50	\$ 0.57	\$ 5,868.15	\$ 0.50	\$ 5,147.50	\$ 0.60	\$ 6,177.00
97	662-6016	WK ZN PAV MRK NON-REMOV (W) 24" (SLD)	32	EA	\$ 40.00	\$ 1,280.00	\$ 6.75	\$ 216.00	\$ 45.00	\$ 1,440.00	\$ 7.00	\$ 224.00
98	662-6032	WK ZN PAV MRK NON-REMOV (Y) 4"(BRK)	954	EA	\$ 0.50	\$ 477.00	\$ 0.21	\$ 200.34	\$ 0.50	\$ 477.00	\$ 0.20	\$ 190.80
99	662-6033	WK ZN PAV MRK NON-REMOV (Y) 4"(DOT)	94	EA	\$ 0.50	\$ 47.00	\$ 1.05	\$ 98.70	\$ 1.00	\$ 94.00	\$ 1.10	\$ 103.40
100	662-6034	WK ZN PAV MRK NON-REMOV (Y) 4" (SLD)	3287	EA	\$ 0.50	\$ 1,643.50	\$ 0.95	\$ 3,122.65	\$ 0.50	\$ 1,643.50	\$ 1.00	\$ 3,287.00
101	666-6036	REFL PAV MRK TY I (W) 8" (SLD)(100 MIL)	850	EA	\$ 1.00	\$ 850.00	\$ 0.63	\$ 535.50	\$ 1.00	\$ 850.00	\$ 0.70	\$ 595.00
102	666-6048	REFL PAV MRK TY I (W)24"(SLD)(100MIL)	385	EA	\$ 4.00	\$ 1,540.00	\$ 4.65	\$ 1,790.25	\$ 5.00	\$ 1,925.00	\$ 5.00	\$ 1,925.00
103	666-6054	REFL PAV MRK TY I (W) (ARROW)(100 MIL)	11	EA	\$ 90.00	\$ 990.00	\$ 93.00	\$ 1,023.00	\$ 100.00	\$ 1,100.00	\$ 98.00	\$ 1,078.00
104	666-6078	REFL PAV MRK TY I (W) (WORD)(100 MIL)	11	LF	\$ 110.00	\$ 1,210.00	\$ 109.00	\$ 1,199.00	\$ 150.00	\$ 1,650.00	\$ 115.00	\$ 1,265.00
105	666-6147	REFL PAV MRK TY I (Y) 24" (SLD)(100 MIL)	600	LF	\$ 4.00	\$ 2,400.00	\$ 4.65	\$ 2,790.00	\$ 5.00	\$ 3,000.00	\$ 5.00	\$ 3,000.00
106	666-6170	REF PAV MRK TY II (W) 4" (SLD)	25876	LF	\$ 0.20	\$ 5,175.20	\$ 0.12	\$ 3,105.12	\$ 0.20	\$ 5,175.20	\$ 0.15	\$ 3,881.40
107	666-6178	REF PAV MRK TY II (W) 8" (SLD)	850	LF	\$ 0.30	\$ 255.00	\$ 0.31	\$ 263.50	\$ 0.50	\$ 425.00	\$ 0.30	\$ 255.00
108	666-6182	REFL PAV MRK TY II (W) 24" (SLD)	385	LF	\$ 3.00	\$ 1,155.00	\$ 1.55	\$ 596.75	\$ 5.00	\$ 1,925.00	\$ 1.65	\$ 635.25
109	666-6184	REF PAV MRK TY II (W)(ARROW)	11	EA	\$ 70.00	\$ 770.00	\$ 42.00	\$ 462.00	\$ 100.00	\$ 1,100.00	\$ 44.00	\$ 484.00
110	666-6192	REF PAV MRK TY II (W)(WORD)	11	EA	\$ 90.00	\$ 990.00	\$ 46.00	\$ 506.00	\$ 100.00	\$ 1,100.00	\$ 50.00	\$ 550.00
111	666-6207	REF PAV MRK TY II (Y) 4" (SLD)	30306	LF	\$ 0.20	\$ 6,061.20	\$ 0.14	\$ 4,242.84	\$ 0.20	\$ 6,061.20	\$ 0.15	\$ 4,545.90
112	666-6214	REF PAV MRK TY II (Y) 24" (SLD)	600	LF	\$ 3.00	\$ 1,800.00	\$ 1.55	\$ 930.00	\$ 5.00	\$ 3,000.00	\$ 1.65	\$ 990.00
113	666-6303	RE PM W/RET REQ TY I (W) 4" (SLD)(100 MIL)	25876	LF	\$ 0.40	\$ 10,350.40	\$ 0.31	\$ 8,021.56	\$ 0.50	\$ 12,938.00	\$ 0.35	\$ 9,056.60
114	666-6315	RE PM W/RET REQ TY I (Y) 4" (SLD)(100 MIL)	30306	LF	\$ 0.40	\$ 12,122.40	\$ 0.31	\$ 9,394.86	\$ 0.50	\$ 15,153.00	\$ 0.35	\$ 10,607.10
115	672-6007	REFL PAV MRKR TY I-C	57	LF	\$ 5.00	\$ 285.00	\$ 3.00	\$ 171.00	\$ 10.00	\$ 570.00	\$ 3.20	\$ 182.40
116	672-6009	REFL PAV MRKR TY II-A-A	540	LF	\$ 5.00	\$ 2,700.00	\$ 3.00	\$ 1,620.00	\$ 7.00	\$ 3,780.00	\$ 3.20	\$ 1,728.00
117	677-6001	ELIM EXT PAV MRK & MRKS (4")	3520	LF	\$ 1.00	\$ 3,520.00	\$ 0.93	\$ 3,273.60	\$ 1.10	\$ 3,872.00	\$ 1.00	\$ 3,520.00
118	677-6002	ELIM EXT PAV MRK & MRKS (6")	105	EA	\$ 1.50	\$ 157.50	\$ 1.40	\$ 147.00	\$ 2.00	\$ 210.00	\$ 1.50	\$ 157.50
119	677-6007	ELIM EXT PAV MRK & MRKS (24")	145	EA	\$ 4.00	\$ 580.00	\$ 4.75	\$ 688.75	\$ 5.00	\$ 725.00	\$ 5.00	\$ 725.00
120	680-6002	INSTALL HWY TRF SIG (ISOLATED)	1	LF	\$ 15,000.00	\$ 15,000.00	\$ 16,825.00	\$ 16,825.00	\$ 17,500.00	\$ 17,500.00	\$ 18,000.00	\$ 18,000.00
121	682-6001	VEH SIG SEC (12")LED(GRN)	8	LF	\$ 200.00	\$ 1,600.00	\$ 205.00	\$ 1,640.00	\$ 200.00	\$ 1,600.00	\$ 220.00	\$ 1,760.00

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Cox Commercial Construction		Chasco Constructors		C.C. Carlton Industries		Aaron Concrete Contractors	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
122	682-6002	VEH SIG SEC (12")LED(GRN ARW)	4	LF	\$ 200.00	\$ 800.00	\$ 205.00	\$ 820.00	\$ 200.00	\$ 800.00	\$ 220.00	\$ 880.00
123	682-6003	VEH SIG SEC (12")LED(YEL)	8	LF	\$ 200.00	\$ 1,600.00	\$ 205.00	\$ 1,640.00	\$ 200.00	\$ 1,600.00	\$ 220.00	\$ 1,760.00
124	682-6004	VEH SIG SEC (12")LED(YEL ARW)	8	LF	\$ 200.00	\$ 1,600.00	\$ 205.00	\$ 1,640.00	\$ 200.00	\$ 1,600.00	\$ 220.00	\$ 1,760.00
125	682-6005	VEH SIG SEC (12")LED(RED)	8	EA	\$ 200.00	\$ 1,600.00	\$ 205.00	\$ 1,640.00	\$ 200.00	\$ 1,600.00	\$ 220.00	\$ 1,760.00
126	682-6006	VEH SIG SEC (12")LED(RED ARW)	4	EA	\$ 200.00	\$ 800.00	\$ 205.00	\$ 820.00	\$ 200.00	\$ 800.00	\$ 200.00	\$ 800.00
127	682-6023	BACK PLATE (12")(3 SEC)	8	LF	\$ 45.00	\$ 360.00	\$ 47.00	\$ 376.00	\$ 50.00	\$ 400.00	\$ 50.00	\$ 400.00
128	682-6024	BACK PLATE (12")(4 SEC)	4	LF	\$ 55.00	\$ 220.00	\$ 61.00	\$ 244.00	\$ 100.00	\$ 400.00	\$ 65.00	\$ 260.00
129	684-6031	TRF SIG CBL (TY A)(14 AWG)(5 CONDR)	876	EA	\$ 1.50	\$ 1,314.00	\$ 1.70	\$ 1,489.20	\$ 3.00	\$ 2,628.00	\$ 1.80	\$ 1,576.80
130	684-6033	TRF SIG CBL (TY A)(14 AWG)(7 CONDR)	911	EA	\$ 2.00	\$ 1,822.00	\$ 2.15	\$ 1,958.65	\$ 4.00	\$ 3,644.00	\$ 2.20	\$ 2,004.20
131	686-6031	INS TRF SIG PL AM(S)1 ARM(28')LUM	2	LF	\$ 5,500.00	\$ 11,000.00	\$ 5,748.00	\$ 11,496.00	\$ 6,000.00	\$ 12,000.00	\$ 6,100.00	\$ 12,200.00
132	686-6035	INS TRF SIG PL AM(S)1 ARM(32')LUM	1	LF	\$ 6,200.00	\$ 6,200.00	\$ 6,840.00	\$ 6,840.00	\$ 7,000.00	\$ 7,000.00	\$ 7,200.00	\$ 7,200.00
133	686-6059	INS TRF SIG PL AM(S)1 ARM(55')LUM	1	LF	\$ 15,000.00	\$ 15,000.00	\$ 16,825.00	\$ 16,825.00	\$ 18,000.00	\$ 18,000.00	\$ 17,700.00	\$ 17,700.00
134	730-6107	FULL-WIDTH MOWING	3	EA	\$ 2,500.00	\$ 7,500.00	\$ 3,500.00	\$ 10,500.00	\$ 3,900.00	\$ 11,700.00	\$ 4,200.00	\$ 12,600.00
135	6002-6001	VIVDS PROCESSOR SYSTEM	1	EA	\$ 5,500.00	\$ 5,500.00	\$ 6,050.00	\$ 6,050.00	\$ 6,500.00	\$ 6,500.00	\$ 6,400.00	\$ 6,400.00
136	6002-602	VIVDS CAMERA ASSEMBLY	4	LF	\$ 1,500.00	\$ 6,000.00	\$ 1,570.00	\$ 6,280.00	\$ 2,000.00	\$ 8,000.00	\$ 1,700.00	\$ 6,800.00
137	6002-6003	VIVDS SET-UP SYSTEM	1	LF	\$ 150.00	\$ 150.00	\$ 155.00	\$ 155.00	\$ 200.00	\$ 200.00	\$ 160.00	\$ 160.00
138	6002-6004	VIVDS CENTRAL CONTROL	1	EA	\$ 2,500.00	\$ 2,500.00	\$ 2,800.00	\$ 2,800.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
139	6002-6005	VIVDS COMMUNICATION CABLE (COAXIAL)	891	EA	\$ 3.00	\$ 2,673.00	\$ 3.35	\$ 2,984.85	\$ 4.00	\$ 3,564.00	\$ 3.60	\$ 3,207.60
140	6057-6001	RADAR ADVANCED DETCTION DEVICE	4	EA	\$ 7,000.00	\$ 28,000.00	\$ 7,400.00	\$ 29,600.00	\$ 7,700.00	\$ 30,800.00	\$ 7,800.00	\$ 31,200.00
141	6058-6001	BATTERY BACK-UP SYSTEM FOR SIGNAL CABINETS	1	EA	\$ 6,500.00	\$ 6,500.00	\$ 7,190.00	\$ 7,190.00	\$ 7,500.00	\$ 7,500.00	\$ 7,600.00	\$ 7,600.00
142	WC-5002	WOODEN PRIVACY FENCE	2216	EA	\$ 18.00	\$ 39,888.00	\$ 25.00	\$ 55,400.00	\$ 33.00	\$ 73,128.00	\$ 27.00	\$ 59,832.00
143	WC5001-6002	GEOGRID BASE REINFORCEMENT TY II	63562	EA	\$ 1.50	\$ 95,343.00	\$ 2.00	\$ 127,124.00	\$ 2.70	\$ 171,617.40	\$ 2.10	\$ 133,480.20

NON-BID ITEMS TO BE INCLUDED IN BID AND CONTRACT AMOUNT

144	999-WC01	FORCE ACCOUNT	50,000	DOL	\$1.00	\$50,000.00	\$1.00	\$50,000.00	\$1.00	\$50,000.00	\$1.00	\$50,000.00
145	999-WC002	FORCE ACCOUNT - CORE HOLES FOR BRIDGE	10	EA	\$200.00	\$2,000.00	\$200.00	\$2,000.00	\$200.00	\$2,000.00	\$200.00	\$2,000.00
146	341-WC01	FORCE ACCOUNT - ESTIMATED PLACEMENT AND PRODUCTION BONUS/PENALTY (TY B)	57,300	DOL	\$1.00	\$57,300.00	\$1.00	\$57,300.00	\$1.00	\$57,300.00	\$1.00	\$57,300.00
147	341-WC02	FORCE ACCOUNT - ESTIMATED PLACEMENT AND PRODUCTION BONUS/PENALTY (TY C SURFACE)	46,700	DOL	\$1.00	\$46,700.00	\$1.00	\$46,700.00	\$1.00	\$46,700.00	\$1.00	\$46,700.00
148	585-WC01	FORCE ACCOUNT - ESTIMATED RIDE QUALITY BONUS/PENALTY	10,500	DOL	\$1.00	\$10,500.00	\$1.00	\$10,500.00	\$1.00	\$10,500.00	\$1.00	\$10,500.00

ALTERNATIVE BID ITEMS

149	132-6001	EMBANKMENT (FINAL)(ORD COMP)(TY A)	65	CY	\$ 20.00	\$ 1,300.00	\$ 44.00	\$ 2,860.00	\$ 75.00	\$ 4,875.00	\$ 120.00	\$ 7,800.00
150	162-6002	BLOCK SODDING	292	SY	\$ 12.50	\$ 3,650.00	\$ 6.25	\$ 1,825.00	\$ 7.00	\$ 2,044.00	\$ 4.30	\$ 1,255.60
151	166-6002	FERTILIZER	40	LB	\$ 1.00	\$ 40.00	\$ 1.05	\$ 42.00	\$ 5.00	\$ 200.00	\$ 33.00	\$ 1,320.00
152	168-6001	VEGETATIVE WATERING	3,000	G	\$ 17.00	\$ 51,000.00	\$ 20.00	\$ 60,000.00	\$ 0.70	\$ 2,100.00	\$ 0.15	\$ 450.00
153	432-6041	RIPRAP (SPECIAL)	5	CY	\$ 900.00	\$ 4,500.00	\$ 600.00	\$ 3,000.00	\$ 490.00	\$ 2,450.00	\$ 900.00	\$ 4,500.00
154	531-6008	CURB RAMPS (TY 5) (MOD)	4	EA	\$ 2,500.00	\$ 10,000.00	\$ 2,300.00	\$ 9,200.00	\$ 1,600.00	\$ 6,400.00	\$ 2,000.00	\$ 8,000.00
155	618-6046	CONDT (PVC) (SCH 80) (2")	140	LF	\$ 11.00	\$ 1,540.00	\$ 12.30	\$ 1,722.00	\$ 15.00	\$ 2,100.00	\$ 13.00	\$ 1,820.00
156	666-6042	REFL PAV MRK TY I (W)12"(SLD)(100MIL)	180	LF	\$ 2.05	\$ 369.00	\$ 7.40	\$ 1,332.00	\$ 20.00	\$ 3,600.00	\$ 8.00	\$ 1,440.00

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Cox Commercial Construction		Chasco Constructors		C.C. Carlton Industries		Aaron Concrete Contractors	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
157	666-6180	REFL PAV MRK TY II (W) 12" (SLD)	180	LF	\$ 1.25	\$ 225.00	\$ 1.05	\$ 189.00	\$ 5.00	\$ 900.00	\$ 1.10	\$ 198.00
158	682-6018	PED SIG SEC (LED)(COUNTDOWN)	8	EA	\$ 550.00	\$ 4,400.00	\$ 595.00	\$ 4,760.00	\$ 800.00	\$ 6,400.00	\$ 625.00	\$ 5,000.00
159	684-6031	TRF SIG CBL (TY A)(14 AWG)(5 CONDR)	1,102	LF	\$ 1.50	\$ 1,653.00	\$ 1.68	\$ 1,851.36	\$ 3.00	\$ 3,306.00	\$ 1.80	\$ 1,983.60
160	684-6082	TRF SIG CBL (TY C)(18 AWG)(2 CONDR)	1274	LF	\$ 1.50	\$ 1,911.00	\$ 1.57	\$ 2,000.18	\$ 3.00	\$ 3,822.00	\$ 1.70	\$ 2,165.80
161	687-6001	PED POLE ASSEMBLY	4	EA	\$ 3,000.00	\$ 12,000.00	\$ 3,140.00	\$ 12,560.00	\$ 3,500.00	\$ 14,000.00	\$ 3,300.00	\$ 13,200.00
162	688-6001	PED DETECT PUSH BUTTON (APS)	8	EA	\$ 650.00	\$ 5,200.00	\$ 730.00	\$ 5,840.00	\$ 800.00	\$ 6,400.00	\$ 780.00	\$ 6,240.00
163	688-6003	PED DETECTOR CONTROLLER UNIT	1	EA	\$ 2,500.00	\$ 2,500.00	\$ 2,800.00	\$ 2,800.00	\$ 2,900.00	\$ 2,900.00	\$ 2,300.00	\$ 2,300.00
TOTAL COST ADJUSTED FOR CORRECTNESS					\$ 7,657,250.95		\$ 7,728,721.72		\$ 8,221,204.95		\$ 9,885,556.55	
ACTUAL BID PROPOSAL					\$7,657,250.95		\$7,728,721.72		\$8,221,204.95		\$9,885,556.55	
ADJUSTMENT DIFFERENCE					\$0.00		\$0.00		\$0.00		\$0.00	
TOTAL COST ADJUSTED FOR CORRECTNESS (ADDTL ITEMS)					\$ 7,757,538.95		\$ 7,838,703.26		\$ 8,282,701.95		\$ 9,943,229.55	
ACTUAL BID PROPOSAL (ADDTL ITEMS)					\$7,757,538.95		\$7,838,703.26		\$8,282,701.95		\$9,943,229.55	
ADJUSTMENT DIFFERENCE					\$0.00		\$0.00		\$0.00		\$0.00	
Bid Bond					Y		Y		Y		Y	
Bid Affidavit					Y		Y		Y		Y	
Conflict of Interest Questionnaire					Y		Y		Y		Y	
Bidder References (Minimum of Three)					Y		Y		Y		Y	



Stantec Consulting Services Inc.
1905 Aldrich St. Suite 300, Austin TX 78723

November 8, 2017
File: 222010286

Attention: Williamson County Purchasing

901 South Austin Avenue
Georgetown, Texas 78626

Reference: CR 119 Precinct No.4 – Bid Evaluation Results & Contract Award Recommendation

Dear Ms. Castanon,

On Friday, October 27th, 2017 bids were received and opened for the above-referenced project. A total of seven (7) bids were received and evaluated. The following is a list of the contractors that submitted a bid.

- Aaron Concrete Contractors, LP
- CC Carlton Industries, Ltd.
- Chasco Constructors, Ltd., LLP.
- Cox Commercial Construction
- James Construction Group, LLC.
- Joe Bland Construction, LP
- MA Smith Contracting Co., Inc.

Joe Bland Construction, LP from Austin, Texas was formally identified as the apparent low bidder with a Base Bid of **\$6,640,302.71** and therefore, we recommend contract award to said company.

Ranking order Based on the presented Base Bid Items:

1. Joe Bland Construction, LP
2. James Construction Group, LLC.
3. MA Smith Contracting Co., Inc
4. Cox Commercial Construction
5. Chasco Constructors, Ltd., LLP.
6. CC Carlton Industries, Ltd.
7. Aaron Concrete Contractors, LP

Again, thank you to all parties for your patience and effort throughout this process. If you have any questions or require any additional information, please do not hesitate to contact our office at (512) 328-0011 or email me at Arnold.Gonzales@stantec.com.



November 8, 2017

Page 2 of 2

Reference: CR 119 Precinct No.4

Regards,

STANTEC CONSULTING SERVICES INC.

A handwritten signature in blue ink, appearing to read "Arnold Gonzales Jr.", written over a light blue grid background.

Arnold Gonzales Jr
Senior Project Manager
Phone: (512) 328-0011
Fax: (512) 328-0325
Arnold.Gonzales@stantec.com

Attachment: CR119-COMBINED BIDS.xlsx

[\\WORKGROUP\US1561-F01\2220\active\222010286\civil\engineering\Bid Results\ Contractor's Award Notification Letter_ 11-8-2017.docx](#)

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:
2017-280841

Date Filed:
11/07/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Joe Bland Construction
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.
1708-186
CR 119

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.



[Handwritten Signature]

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Joe Bland, this the 7th day of November, 2017, to certify which, witness my hand and seal of office.

Cristina Piccioni
Signature of officer administering oath

Cristina Piccioni
Printed name of officer administering oath

Notary Public - State of Texas
Title of officer administering oath

Commissioners Court - Regular Session

53.

Meeting Date: 11/14/2017

advertisement RFP 911 Consultant

Submitted By: Kerstin Hancock, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed proposals for 911 Consulting under RFP# 1710-200.

Background

Williamson County seeks an operational assessment and audit that evaluates the efficiency and effectiveness of the operations of the Williamson County Emergency Communications Department. The county's objectives in performance of this assessment include all or part of the following Scope Elements:

Organizational Structure Review and evaluation of the adequacy of the current organizational staffing with a focus on the current chain of command system, division of labor, span of control, and staffing levels. Recruiting and Hiring Review and evaluation of recruiting and hiring practices. Initial Education Review and evaluation of the initial education and clearance to practice (credentialing) process. Quality Assurance / Continuing Education Review and evaluation of the Quality Assurance / Improvement processes along with the Continuing Education programs. Policies and Procedures Review and evaluation of the efficiency of current operating policies, procedures, guidelines, and constraints and the effectiveness of these in call taking and radio dispatching. Call Taking and Radio Dispatching Review and evaluation of current call processing and radio dispatching methodologies. Best Practices comparison to current "best practices" to identify potential areas for future improvements in operations.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

RFP packet

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Kerstin Hancock	11/09/2017 11:18 AM
County Judge Exec Asst.	Rebecca Clemons	11/09/2017 11:31 AM
Form Started By: Kerstin Hancock		Started On: 11/09/2017 10:59 AM
Final Approval Date: 11/09/2017		

Solicitation 1710-200

9-1-1 Consulting

Bid Designation: Public



Williamson County, Texas

Bid 1710-200 9-1-1 Consulting

Bid Number 1710-200
 Bid Title 9-1-1 Consulting

 Bid Start Date In Held
 Bid End Date Nov 30, 2017 3:00:00 PM CST
 Question & Answer End Date Nov 27, 2017 5:00:00 PM CST

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

 Contract Duration One Time Purchase
 Contract Renewal Not Applicable
 Prices Good for Not Applicable

Bid Comments **Williamson County seeks an operational assessment and audit that evaluates the efficiency and effectiveness of the operations of the Williamson County Emergency Communications Department. The county's objectives in performance of this assessment include all or part of the following Scope Elements: Organizational Structure Review and evaluation of the adequacy of the current organizational staffing with a focus on the current chain of command system, division of labor, span of control, and staffing levels. Recruiting and Hiring Review and evaluation of recruiting and hiring practices. Initial Education Review and evaluation of the initial education and clearance to practice (credentialing) process. Quality Assurance / Continuing Education Review and evaluation of the Quality Assurance / Improvement processes along with the Continuing Education programs. Policies and Procedures Review and evaluation of the efficiency of current operating policies, procedures, guidelines, and constraints and the effectiveness of these in call taking and radio dispatching. Call Taking and Radio Dispatching Review and evaluation of current call processing and radio dispatching methodologies. Best Practices comparison to current "best practices" to identify potential areas for future improvements in operations. These Scope Elements must be evaluated with consideration of the overall efficacy of service and care with a central primary consideration being for the safety of the responders and callers. Strong consideration must be given to the cost effectiveness of the current operations and for any proposed changes. Please note, although a key part of the operations, this is not intended to be a technical systems evaluation.**


Item Response Form

Item 1710-200-01-01 - Please Attach All Documents To This Line
 Quantity 1 each
 Prices are not requested for this item.
 Delivery Location **Williamson County, Texas**
No Location Specified

 Qty 1

Description

Please Attach All Documents To This Line





PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION

WILLIAMSON COUNTY PURCHASING DEPARTMENT SOLICITATION 1710-200 9-1-1 Consulting

**PROPOSALS MUST BE RECEIVED ON OR BEFORE:
Nov 30, 2017 3:00:00 PM CST**

**PROPOSAL WILL BE PUBLICLY OPENED:
Nov 30, 2017 3:00:00 PM CST**

Notice is hereby given that sealed Proposals for the above-mentioned goods and/or services will be accepted by the Williamson County Purchasing Department. Williamson County uses BidSync to distribute and receive proposals. Specifications for this RFP may be obtained by registering at www.bidsync.com.

Williamson County prefers and requests electronic submittal of this Proposal.

All electronic proposal must be submitted via: www.bidsync.com

Electronic proposals are requested, however paper proposals will currently still be received, until further notice and may be mailed or delivered to the address listed below.

Respondents are strongly encouraged to carefully read this entire RFP.

All interested Respondents are invited to submit a Proposal in accordance with the Instructions and General Requirements, Proposal Format, Proposal Specifications, and Definitions, Terms and Conditions stated in this RFP.

Please note that a complete package must be submitted choosing one of the above two methods. Split packages submitted will be considered “unresponsive” and will not be accepted or evaluated.

Williamson County will not accept any Proposals received after the submittal deadline, and shall return such Proposals unopened to the Respondent.

General Information:

- If mailed or delivered in person, Proposal and Proposal addenda are to be delivered in sealed envelope on or before the submittal deadline, as noted in the Public Announcement and General Information listed above for this RFP, to:

Williamson County Purchasing Department
Attn: **PROPOSAL NAME AND NUMBER**
901 South Austin Avenue
Georgetown, Texas 78626

- Respondents should list the Proposal Number, Proposal Name, Name and Address of Respondent, and the Date of the Proposal opening on the outside of the box or envelope and note "Sealed Proposal Enclosed."
 - Respondent should submit one (1) original.
 - Williamson County will NOT be responsible for unmarked or improperly marked envelopes.
 - Williamson County will not accept any responsibility for Proposals being delivered by third party carriers.
 - Facsimile transmittals will NOT be accepted.
- Proposals will be opened publicly in a manner; however, to avoid public disclosure of contents, only the names of Respondents will be read aloud.
 - All submitted questions with their answers will be posted and updated on www.bidsync.com.
 - It is the Respondent's responsibility to review all documents in BidSync, including any Addenda that may have been added after the document packet was originally released and posted.
 - Any Addenda and/or other information relevant to the RFP will be posted on www.bidsync.com.
 - The Williamson County Purchasing Department takes no responsibility to ensure any interested Respondent has obtained any outstanding addenda or additional information.



Williamson County – Request for Proposal (RFP)

SECTION 1 - DEFINITIONS

Addendum/Addenda – means any written or graphic instruments issued by the County prior to the consideration of Proposals which modify or interpret the Proposal Documents by additions, deletions, clarifications, or corrections.

Agreement/Ensuing Agreement(s) – means the Successful Respondent may be required by the County to sign an additional Agreement containing terms necessary to ensure compliance with the RFP and the Respondent's Proposal. Such Ensuing Agreement(s) shall contain the Proposal specifications, terms and conditions that are derived from the RFP.

Contract – means this RFP and the Proposal of the Successful Respondent shall become a Contract between the Successful Respondent and the County once the Successful Respondent's Proposal is properly accepted by the Williamson County Commissioners Court (sometimes referred to herein as the Commissioner's Court").

Commissioner's Court – means the Williamson County Commissioners Court.

County – means Williamson County, a political subdivision of the State of Texas.

Executive Summary – means the document submitted by Respondent that represents a concise summary of the contents of the Proposal. It does not include any information concerning costs.

Proposal Documents – means the Legal Notice, RFP including attachments, and any Addenda issued by the County prior to the consideration of any Proposals.

Proposal – means the complete, properly signed document, and ALL required forms and documentation listed in the proposal package which have been submitted in accordance with this RFP package. A Proposal submitted in accordance with this RFP is irrevocable during the specified time period for evaluation and acceptance of Proposals, unless a waiver is obtained from the Williamson County Purchasing Agent.

Respondent – means a person or entity who submits a Proposal in response to this RFP.

Request for Proposals (RFP) – means this document, together with the attachments thereto and any future Addenda issued by the County.

Successful Respondent– means the responsible Respondent who, in the County's sole opinion, submits the Proposal which is in the best interest of the County, taking into account factors identified

herein, and to whom the County intends to award the Contract.

SECTION 2 - RESPONSE FORMAT AND SUBMISSION

2.1 INTRODUCTION

Each Proposal submitted in response to this RFP should clearly reference the numbered sections of this RFP that require a response. Failure to arrange the Proposal as requested may result in the disqualification of the Proposal.

Though there is not a page limit for Proposals, to save natural resources including paper, and to allow the County staff to efficiently evaluate all submitted Proposals, the County requests that Proposals be orderly, concise, but comprehensive in providing the requested information. Conciseness and clarity of content are emphasized and encouraged. If mailed or delivered in person, please limit additional, non requested information.

Please provide your Proposal response using:

- A. 8 ½" x 11" pages, inclusive of any cover letter or supporting materials.
- B. The least amount of plastic/laminate or other non-recyclable binding materials.
- C. Single-sided printing.

Vague and general Proposals will be considered non-responsive, and may, at the County's sole discretion, result in disqualification. Proposals must be legible and complete. Failure to provide the required information may result in the disqualification of the Proposal. All pages of the Proposal should be numbered and the Proposal should contain an organized, paginated table of contents corresponding to the sections and pages of the Proposal.

2.2 ORGANIZATION OF PROPOSAL CONTENTS AND TABLE OF CONTENTS

Each Proposal should be submitted with a table of contents that clearly identifies and denotes the location of all enclosures of the Proposal. The table of contents should follow the RFP's structure as much as is practical.

Each Proposal should be organized in the manner described below:

- A. Transmittal Letter. Please see Section 2.3, Transmittal Letter, for more information.
- B. Table of Contents.
- C. Executive Summary. Please see Section 2.4, Executive Summary.
- D. Proposal Response to Criteria. (Please see the sections in this RFP package that list the Specifications & Cost Proposal, Experience and Qualifications, References, and Implementation Strategy to respond to our criteria in a clear and concise manner)
- E. Price Sheet.
- F. References: Identification of three (3) references within the last four (4) years, for which the Respondent is providing, or has provided, the goods and/or services (public sector) of the type requested in this RFP. Include the name, position/title, and telephone number of a contact person at each entity.
- G. Conflict of Interest Questionnaire.

H. Proposal Affidavit (Signature Page).

- I. Attach your entities sample Contract, if applicable, for the County's review and consideration. This should include any additional terms or conditions. The County is not required to use the sample Contract submitted.

2.3 TRANSMITTAL LETTER

The Respondent should submit a Transmittal Letter that provides the following information:

- A. Name and address of individual or business entity submitting the Proposal.
- B. Respondent's type of business entity (i.e., Corporation, General Partnership, Limited Partnership, LLC, etc.). See Section 3.5, Signature of Respondent, for more information.
- C. Place of incorporation or organization, if applicable.
- D. Name and location of major offices and other facilities that relate to the Respondent performance under the terms of this RFP.
- E. Name, physical address, email address, business and fax number of the Respondent's principal contact person regarding all contractual matters relating to this RFP.
- F. The Respondent's Federal Employer Identification Number.
- G. A commitment by the Respondent to provide the services required by the County;
- H. A statement that the Proposal is valid for the time specified on page three (3), under the section named *Prices Good for*, of this Proposal packet. Any Proposal containing a term of less than the required amount, may at the County's sole discretion, be rejected as non-responsive.
- I. If the Proposal being submitted will have an effect on air quality for the County (as it relates to any state, federal, or voluntary air quality standard), then the Respondent is encouraged to provide information in narrative indicating the anticipated air quality impact. See Section 4.40, Air Quality for more information.

The Transmittal Letter should be signed by a person legally authorized to bind the Respondent to the representations in the Transmittal Letter and the Proposal. In the case of a joint Proposal, each party must sign the Transmittal Letter.

2.4 EXECUTIVE SUMMARY

The Respondent should provide an Executive Summary of its Proposal that asserts that the Respondent is providing in its response all of the requirements of this RFP. The Executive Summary should not include any information concerning the cost of the Proposal, but instead must represent a full and concise summary of the contents of the Proposal. It is recommended the Executive Summary include the following information:

- A. Identify any goods and/or services that are provided beyond those specifically requested. If the Respondent is providing services and/or goods that do not meet the specific requirements of this RFP, but in the opinion of the Respondent are equivalent or superior to those specifically requested, any such differences should be noted in the Executive Summary. However, the Respondent must realize that failure to provide the goods and/or services specifically required, at the County's sole discretion, may result in disqualification of the Proposal.

- B. Indicate why the Respondent believes that it is the most qualified Respondent to provide the services described in this RFP. The Successful Respondent must demonstrate extensive experience and understanding of the intent of this project. The Respondent should describe in detail the current and historical experience the Respondent and its subcontractors have that would be relevant to completing the project. References must contain the name of key personnel and telephone numbers for each contact, as described in Section 3.14, References.
- C. Briefly state why the Respondent believes its proposed goods and/or services best meet the County's needs and RFP requirements, and the Respondent also should concisely describe any additional features, aspects, or advantages of its goods and/or services in any relevant area not covered elsewhere in its Proposal.

2.5 CONFLICT OF INTEREST

No public official shall have interest in a contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code, Title 5, Subtitle C, Chapter 171, as amended.

As of January 1, 2006, all Respondents are responsible for complying with Local Government Code, Title 5, Subtitle C, Chapter 176. Additional information may be obtained from the County's website at the following link:

<http://www.wilco.org/CountyDepartments/Purchasing/ConflictofInterestDisclosure/tabid/689/language/en-US/Default.aspx>

Each Respondent must disclose any existing or potential conflict of interest relative to the performance of the requirements of this RFP. **Examples of potential conflicts of interest may include an existing business or personal relationship between the Respondent, its principal, or any affiliate or subcontractor with the County or any other entity or person involved in any way with the project that is subject to this RFP.** Similarly, any personal or business relationship between the Respondent, the principals, or any affiliate or subcontractor with any employee, or official of the County or its suppliers must be disclosed. Any such relationship that might be perceived or represented as a conflict must be disclosed. Failure to disclose any such relationship or reveal personal relationships with the County employees or officials may be cause for termination.

The County will decide if an actual or perceived conflict should result in Proposal disqualification.

By submitting a Proposal in response to this RFP, all Respondents affirm they have not given, nor intend to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a the County public servant or any employee, official or representative of same, in connection with this procurement.

Each Respondent must provide a Conflict of Interest Statement with their Proposal Package. Package may be deemed incomplete without this form.

2.6 CERTIFICATE OF INTERESTED PARTIES – FORM 1295

As of January 1, 2016, all Respondents are responsible for complying with the Texas Government Code, Section 2252.908. The law states that the County may not enter into certain contracts with a Respondent unless the Respondent submits a disclosure of interested parties to the County at the time the Respondent submits the signed contract. The law applies only to a contract of the County on or after January 1, 2016 that either:

- A. Requires an action or vote by the Commissioners Court before the contract may be signed (all contracts that fall under the jurisdiction of the Commissioners Court approval, such as contracts resulting from an Initiation for Bid (IFB), RFP, Request for Qualifications (RFQ), etc., excluding,

but not limited to, certain Juvenile Service contracts, contracts funded with Sheriff's seized monies, etc.); or

- B. Has a value of at least \$1,000,000.

By January 1, 2016, the Texas Ethics Commission will make available on its website, a new filing application that must be used to file Form 1295. Information regarding how to use the filing application is available on the Texas Ethics Commission website at the following link:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

A Respondent must:

- A. Use the online application to process the required information on Form 1295.
- B. Print a copy of the form which will contain a unique certification number.
- C. An authorized agent of the Respondent must sign the printed copy of the form.
- D. Have the form notarized.
- E. File the completed Form 1295 and certification of filing (scanning and emailing form is sufficient) with Williamson County Purchasing Agent at the time the signed Contract is submitted for approval.

After the Commissioners Court award of the contract, the County shall notify the Texas Ethics Commission, using the Texas Ethics Commission's filing application, of the receipt of the filed Form 1295 and certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The Texas Ethics Commission will post the completed Form 1295 to its website within seven business days after receiving notice from the County.

2.7 PROPOSAL SUBMITTAL DEADLINE

The Proposal is due no later than the submittal date and time set forth in the Public Announcement and General Information listed in this RFP package. Contents of each Proposal shall be submitted in accordance with this RFP.

2.8 ETHICS

The Respondent shall not accept or offer gifts or anything of value, nor enter into any business arrangement with any employee, official or agent of the County.

2.9 DELIVERY OF PROPOSALS

The County uses BidSync to distribute and receive bids and Proposals. It is preferred that Proposals be submitted electronically through BidSync; however, Respondents can submit a hard copy.

Refer to www.bidsync.com for further information on how to submit electronically.

If mailed or delivered in person, Proposal and Proposal Addenda are to be delivered in sealed envelope on or before the submittal deadline, as noted in the Public Announcement and General Information listed in this RFP package, to:

Williamson County Purchasing Department

Attn: Proposal Name and Number

901 South Austin Avenue
Georgetown, Texas 78626

Also, all Respondents should list their Name and Address, and the Date of the Proposal opening on the outside of the box or envelope and note "Sealed Proposal Enclosed." Williamson County will not accept any Proposals after the submittal deadline, and shall return such Proposals unopened to the Respondent. The County will not accept any responsibility for Proposals being delivered by third party carriers.

Proposals will be opened publicly; however, in a manner to avoid public disclosure of contents, only names of Respondents will be read aloud: no pricing will be announced at the opening.

SECTION 3 - INSTRUCTIONS AND GENERAL REQUIREMENTS

3.1 INSTRUCTIONS

Read this document carefully, and follow all instructions and requirements. All Respondents are responsible for fulfilling all requirements and specifications. Be sure to have a clear understanding of this RFP.

General requirements apply to all advertised RFPs; however, these may be superseded, in whole or in part, by the proposal specifications, Addenda and modifications issued as a part of this RFP. Be sure your Proposal package is complete.

3.2 AMBIGUITY, CONFLICT, OR OTHER ERRORS IN THIS RFP

If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in this RFP, the Respondent shall immediately notify the County Purchasing Department of such error in writing and request modification or clarification of the document.

Modifications will be made by issuing Addenda. If the Respondent fails to notify the County prior to the date and time fixed for submission of Proposals of an error or ambiguity in the RFP known to the Respondent, or an error or ambiguity that reasonably should have been known to the Respondent, then the Respondent shall be deemed to have waived the error or ambiguity or its later resolution.

The County may also modify the RFP, no later than forty-eight (48) hours prior to the date and time fixed for submission of Proposals, by issuance of an Addendum. All Addenda will be numbered consecutively, beginning with one (1).

3.3 NOTIFICATION OF MOST CURRENT ADDRESS

All Respondents in receipt of this RFP shall notify the Williamson County Purchasing Department of any address changes, contact person changes, and/or telephone number changes no later than forty-eight (48) hours prior to the date and time fixed for submission of Proposals.

3.4 SIGNATURE OF RESPONDENT

A Transmittal Letter, which shall be considered an integral part of the Proposal as stated in Section 2.3, Transmittal Letter, shall be signed by an individual who is authorized to bind the Respondent contractually.

- A. If the Respondent is a Corporation or Limited Liability Company, the legal name of the Corporation or Limited Liability Company shall be provided together with the signature of the officer or officers authorized to sign on behalf of such entity.
- B. If the Respondent is a General Partnership, the true name of the firm shall be provided with the signature of each partner authorized to sign.
- C. If the Respondent is a Limited Partnership, the name of the Limited Partner's General Partner shall be provided with the signature of the officer authorized to sign on behalf of the General Partner.
- D. If the Respondent is a Sole Proprietor(s) (individual), each Sole Proprietor(s) shall sign.
- E. If signature is by an agent, other than the Sole Proprietor(s) or an officer of a Corporation, Limited

Liability Company, General Partner or a member of a General Partnership, a power of attorney equivalent document must be submitted to the Williamson County Purchasing Department.

3.5 ASSUMED BUSINESS NAME

If the Respondent operates business under an Assumed Business Name, the Respondent must have file with the Williamson County Clerk a current Assumed Name Certificate and provide a file marked copy of same prior to contract award.

3.6 ECONOMY OF PRESENTATION

Proposals should not contain promotional or display materials, except as they may directly answer in whole or in part questions contained in the RFP. Such exhibits shall be clearly marked with the applicable reference number of the question in the RFP. Proposals must address the technical requirements as specified in the RFP. All questions posed by the RFP must be answered concisely and clearly. Proposals that do not address each criterion may be, at the sole discretion of the County, rejected and not considered.

3.7 PROPOSAL OBLIGATION

The contents of the RFP, Proposal, and any clarification thereof submitted by the Successful Respondent shall become part of the contractual obligation and incorporated by reference into the Contract and any Ensuing Agreement(s).

3.8 COMPLIANCE WITH RFP SPECIFICATIONS

It is intended that this RFP describe the requirements and the Proposal format in sufficient detail to secure comparable Proposal. Failure to comply with all provisions of the RFP may, at the sole discretion of the County, result in disqualification.

3.9 EVALUATION

The County reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFP process) that might affect the County's judgment as to the appropriateness of award to the best evaluated Respondent. This information may be appended to the Proposal evaluation process results. Information on a Respondent from reliable sources, and not within the Respondent Proposal, may also be noted and made part of the evaluation file. The County shall have sole discretion for determining the reliability of the source. The County reserves the right to conduct written and/or oral discussions/interviews after the Proposal opening. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award that is in the best interest of the County.

3.10 WITHDRAWAL OF PROPOSAL

The Respondent may withdraw its Proposal by submitting a written request with the company letterhead and the signature of an authorized individual, as described in Section 3.4, Signature of Respondent, to the Williamson County Purchasing Department any time prior to the submission deadline.

The Respondent may submit a new Proposal prior to the deadline. Alterations of the Proposal in any manner will not be considered if submitted after the deadline. Withdrawal of a Proposal after the deadline will be subject to written approval of the Williamson County Purchasing Agent.

3.11 RESPONSIBILITY

It is expected that a Respondent will be able to affirmatively demonstrate responsibility. A prospective Respondent should be able to meet the following requirements:

- A. Have adequate financial resources, or the ability to obtain such resources as required;
- B. Be able to comply with the required or proposed delivery schedule;
- C. Have a satisfactory record of performance that can be determined thru references provided; and
- D. Be otherwise qualified and eligible to receive an award.

The County may request representation and other information sufficient to determine the Respondent ability to meet these minimum standards listed above.

3.12 PURCHASE ORDERS

If required by the Williamson County Purchasing Department, a purchase order(s) may be generated to the Successful Respondent for goods and/or services. If a purchase order is issued, the purchase order number must appear on all itemized invoices and/or requests for payment.

3.13 SILENCE OF SPECIFICATIONS

The apparent silence of any RFP specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

3.14 REFERENCES

Respondents shall furnish a list of contracts where similar responsibilities and goods and/or services have been required and/or performed for the past five (5) years, to include names, titles, phone numbers and email addresses of reference contacts, contract numbers and dates of performance.

Also, Respondents shall include a list of any contracts that have been cancelled or terminated within the last five (5) years, along with an explanation of the cancellation and the names, email address and phone number of a reference person with that institution.

The County may contact some or all of the references in order to determine the Respondent performance record on work similar to that described in this RFP. The County reserves the right to contact references other than those provided in the response and to use the information gained from them in the evaluation process.

References should be provided in accordance with this RFP. Proposal may not be deemed complete without the inclusion of requested references.

SECTION 4 - TERMS AND CONDITIONS

4.1 VENUE AND GOVERNING LAW

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

4.2 INCORPORATION BY REFERENCE AND PRECEDENCE

- A. The Contract shall be derived from the RFP and its Addenda (if applicable), and the Respondent Proposal. In the event of a dispute under the Contract, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence:
1. The RFP and its Addenda (if applicable); and
 2. The Respondent's Proposal.
- B. In the event the County requires that an Ensuing Agreement be executed following award and a dispute arises between the terms and conditions of the Ensuing Agreement, the RFP and its Addenda (if applicable), and the Respondent's Proposal, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence:
1. The terms and conditions of the Ensuing Agreement;
 2. The RFP and its Addenda; and
 3. The Respondent's Proposal.

4.3 OWNERSHIP OF PROPOSAL

Each Proposal shall become the property of the County upon submittal and will not be returned to Respondents unless received after the submittal deadline.

4.4 DISQUALIFICATION OF RESPONDENT

Upon signing and submittal of the Proposal, a Respondent offering to sell supplies, materials, services, or equipment to the County, certifies that the Respondent has not violated the antitrust laws of the State of Texas codified in Business & Commerce Code, Section 15.01, or the Federal Antitrust Laws, and has not communicated directly or indirectly the offer made to any competitor or any other person engaged such line of business. Any or all Proposals may be rejected if the County believes that collusion exists among the Respondents.

4.5 FUNDING

The County intends to budget and make sufficient funds available and authorize funds for expenditure to finance the costs of the Contract. All Respondents understand and agree that the County's payment of

amounts under the Contract shall be contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to make payments under this Contract.

4.6 ASSIGNMENT, SUCCESSORS AND ASSIGNS

The Successful Respondent may not assign, sell, or otherwise transfer the Contract or any other rights or interests obtained under the Contract without written permission of the Williamson County the Commissioners Court. The Contract and any Ensuing Agreement(s) shall be binding upon and inure to the benefit of the contracting parties hereto and their respective successors and permitted assigns.

4.7 IMPLIED REQUIREMENTS

Products or services not specifically described or required in the RFP, but are necessary to provide the functional capabilities described by the Respondent, shall be implied and deemed to be included in the Proposal.

4.8 TERMINATION

- A. Termination for Cause:** The County reserves the right to terminate the Contract and/or any Ensuing Agreement(s) for default if the Successful Respondent breaches any of the Proposal specifications, terms and conditions, including warranties of the Respondent, if any, or if the Successful Respondent becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies the County may have at law or equity or as may otherwise be provided hereunder. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all other requirements to the County's satisfaction, and/or to meet all other obligations and requirements.
- B. Termination for Convenience:** The County may terminate the Contract and/or any Ensuing Agreement(s) for convenience and without cause or further liability, upon no less than thirty (30) calendar days written notice to the Successful Respondent. The County reserves the right to extend this period if it is in the best interest of the County. In the event the County exercises its right to terminate without cause, it is understood and agreed that only the amounts due to the Successful Respondent for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for the County's termination for convenience.

4.9 NON-PERFORMANCE

It is the objective of the County to obtain complete and satisfactory performance of the requirements set forth herein. In addition to any other remedies available at law, in equity or that may be set out herein, failure to perform may result in a deduction of payment equal to the amount of the goods and/or services that were not provided and/or performed to the County's satisfaction.

In the event of such non-performance, the County shall have the right, but shall not be obligated, to complete the services itself or by others and/or purchase the goods from other sources. If the County elects to acquire the goods or perform the services itself or by others, pursuant to the foregoing, the Successful Respondent shall reimburse the County, within ten (10) calendar days of demand, for all costs incurred by the County (including, without limitation, applicable, general, and administrative expenses, and field overhead, and the cost of necessary equipment, materials, and field labor) in correcting the nonperformance which the Successful Respondent fails to meet pursuant to the requirements set out herein. In the event the Successful Respondent refuses to reimburse the County as set out in this provision, the County shall have the right to deduct such reimbursement amounts from any amounts that may be then owing or that may become owing in the future to the Successful Respondent.

4.10 PROPRIETARY INFORMATION AND THE TEXAS PUBLIC INFORMATION ACT

All material submitted to the County shall become public property and subject to the Texas Public Information Act upon receipt. If a Respondent does not desire proprietary information in the Proposal to be disclosed, each page must be clearly identified and marked proprietary at time of submittal or, more preferably, all proprietary information may be placed in a folder or appendix and be clearly identified and marked as being proprietary. Failure to clearly identify and mark information as being proprietary as set forth under this provision will result in all unmarked information being deemed non-proprietary and available to the public. For all information that has not been clearly identified and marked as proprietary by the Respondent, the County may choose to place such information on the County's website and/or a similar public database without obtaining any type of prior consent from the Respondent.

The County will, to the extent allowed by law, endeavor to protect from public disclosure the information that has been identified and marked as proprietary. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General.

To the extent, if any, that any provision in this RFP or in the Respondent's Proposal is in conflict with Texas Government Code, Chapter 552, as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood, and agreed, that the County, and its officers and employees, may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to the County as to whether or not the same are available to the public. It is further understood that that the County, and its officers and employees, shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that the County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to the County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

4.11 RIGHT TO AUDIT

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

4.12 TESTING AND INSPECTIONS

The County reserves the right to inspect and test equipment, supplies, materials and goods for quality and compliance with this RFP, and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the County can deem the Respondent to be in breach and terminate the Contract and/or any Ensuing Agreement(s).

4.13 PROPOSAL PREPARATION COSTS

The cost of developing Proposals is the sole responsibility of the Respondents and shall not be charged to the County. There is no expressed or implied obligation for the County to reimburse the Respondents for any expense incurred in preparing a Proposal in response to this RFP and the County will not reimburse the Respondents for such expenses.

4.14 INDEMNIFICATION

The Successful Respondent shall indemnify, defend and save harmless, the County, its officials, employees, agents and agent's employees from, and against, all claims, liability, and expenses including reasonable attorneys' fees, arising from activities of the Respondent, its agents, servants or employees, performed hereunder that result from the negligent act, error, or omission of the Respondent or any of the Respondent's agents, servants or employees, as well as all claims of loss or damage to the Respondent's and the County's property, equipment, and/or supplies.

Furthermore, the County, its officials, employees, agents and agents' employees shall not be liable for damages to the Successful Respondent arising from any act of any third party, including, but not limited to, theft. The Successful Respondent further agrees to indemnify, defend and save harmless, the County from its officials, employee, agents and agents' employees against all claims of whatever nature arising from any accident, injury, or damage whatsoever, caused to any person, or the property of any person, occurring in relation to the Successful Respondent's performance of any services requested hereunder during the term of the Contract and/or any Ensuing Agreement(s).

The Successful Respondent shall timely report all claims, demands, suits, actions, proceedings, liens or judgements to the County and shall, upon the receipt of any claim, demand, suit, action, proceeding, lien or judgement, not later than the fifteenth (15th) day of each month; provide the County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of the County required by the Successful Respondent in the defense of each matter. The Successful Respondent's duty to defend, indemnify and hold the County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of the Contract and/or any Ensuing Agreement(s), unless otherwise agreed by the County in writing. The provisions of this section shall survive the termination of the Contract and shall remain in full force and effect with respect to all such matters no matter when they arise.

In the event of any dispute between the parties, as to whether a claim, demand, suit, action, proceeding, lien or judgement, that appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of the County, the Respondent shall nevertheless fully defend such claim, demand, suit or action, proceeding, lien or judgement, until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of the Respondent are not an issue in the matter.

The Successful Respondent's indemnification shall cover, and the Successful Respondent agrees to, indemnify the County, in the event the County is found to have been negligent for having selected the Successful Respondent to perform the work described in this request. The provision by the Successful Respondent of insurance shall not limit the liability of the Successful Respondent under the Contract and/or any Ensuing Agreement(s).

4.15 WAIVER OF SUBROGATION

The Successful Respondent and the Successful Respondent's insurance carrier waive any and all rights whatsoever with regard to subrogation against the County as an indirect party to any suit arising out of personal or property damages resulting from the Respondent's performance under this Contract and any Ensuing Agreement(s).

4.16 RELATIONSHIP OF THE PARTIES

The Successful Respondent shall be an independent contractor and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions herein which may appear to give the County the right to direct the Successful Respondent as to details of doing work herein covered, or to exercise a measure of control over the work, shall be deemed to mean that the Successful Respondent shall follow the desires of the County in the results of the work only. The County shall not retain or have the right to control the Successful Respondent's means, methods or

details pertaining to the Successful Respondent's performance of the work. The County and the Successful Respondent hereby agree and declare that the Successful Respondent is an independent contractor and as such meets the qualifications of an "Independent Contractor" under Texas Workers Compensation Act, Texas Labor Code, Section 406.141, that the Successful Respondent is not an employee of the County, and that the Successful Respondent and its employees, agents and subcontractors shall not be entitled to workers compensation coverage or any other type of insurance coverage held by the County.

4.17 SOLE PROVIDER

The Successful Respondent agrees and acknowledges that it shall not be considered a sole provider of the goods and/or services described herein and that the County may contract with other providers of such goods and/or services if the County deems, at its sole discretion, that multiple providers of the same goods and/or services will serve the best interest of the County.

4.18 FORCE MAJEURE

If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

4.19 SEVERABILITY

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

4.20 EQUAL OPPORTUNITY

Neither party shall discriminate against any employee or applicant for employment because of race, color, sex, religion or national origin.

4.21 NOTICE

Any notice to be given shall be in writing and may be distributed by personal delivery, or by registered or certified mail, return receipt requested, addressed to the proper party, at the following address:

The County: Williamson County Purchasing Department
Attn: Purchasing Agent
901 South Austin Avenue
Georgetown, Texas 78626

The Respondent: Address set out in Respondent's Transmittal Letter

Notices given in accordance with this provision shall be effective upon (1) receipt by the party to which notice is given, or (2) on the third (3rd) calendar day following mailing, whichever occurs first.

4.22 SALES AND USE TAX EXEMPTION

The County is a body, corporate and politic, under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code, Section 151.309, as amended, and the services and/or goods subject hereof are being secured for use by the County.

4.23 COMPLIANCE WITH LAWS

The County and the Successful Respondent shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of the Contract and any Ensuing Agreement(s), including, without limitation, Workers' Compensation laws, salary and wage statutes and regulations, licensing laws and regulations. When required, the Successful Respondent shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

4.24 INCORPORATION OF EXHIBITS, APPENDICES AND ATTACHMENTS

All of the Exhibits, Appendices and Attachments referred to herein are incorporated by reference as if set forth verbatim herein. Any conflicting terms in the Contract documents will be resolved at the sole discretion of the Commissioners Court.

4.25 NO WAIVER OF IMMUNITIES

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

4.26 NO WAIVER

The failure or delay of any party to enforce at any time or any period of time any of the provisions of this RFP, the Contract or any Ensuing Agreement(s) shall not constitute a present or future waiver of such provisions nor the right of either party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of or excuse for any other, different or subsequent breach.

4.27 CURRENT REVENUES

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

4.28 BINDING EFFECT

This Contract and any Ensuing Agreement(s) shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

4.29 ASSIGNMENT

The Successful Respondent's interest and duties hereunder may not be assigned or delegated to a third party without the express written consent of the County.

4.30 SAFETY

The Successful Respondent is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with any services to be provided hereunder. The safety program shall comply with all applicable requirements of the current federal Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations.

4.31 GENERAL OBLIGATIONS AND RELIANCE

The Successful Respondent shall perform all services and/or provide all goods, as well as those reasonably inferable and necessary for completion and provision of services and/or goods required hereunder. The Successful Respondent shall keep the County informed of the progress and quality the services. The Successful Respondent agrees and acknowledges that the County is relying on the Successful Respondent's represented expertise and ability to provide the goods and/or services described herein. The Successful Respondent agrees to use its best efforts, skill, judgment, and abilities to perform its obligations in accordance with the highest standards used in the profession and to further the interests of the County in accordance with the County's requirements and procedures. The Successful Respondent's duties, as set forth herein, shall at no time be in any way diminished by reason of any approval by the County, nor shall the Successful Respondent be released from any liability reason of such approval by the County, it being understood that the County at all times is ultimately relying upon the Successful Respondent's skill and knowledge in performing the services and providing any goods required hereunder.

4.32 CONTRACTUAL DEVELOPMENT

The Commissioners Court may award the Contract on the basis of the initial Proposals received, without any further or additional discussions. Therefore, each initial Proposal should contain the Respondent best terms and offer. The contents of the RFP and the selected Proposal will become an integral part of the Contract, but may be modified, at Williamson County's sole discretion, by provisions of an Ensuing Agreement. Therefore, the Respondent must agree to inclusion in an Ensuing Agreement of Proposal specifications, terms and conditions of this RFP. Williamson County may, at its discretion, opt to conduct further discussions with responsible offerors and request the highest ranked firm's Best and Final Offer (BAFO).

4.33 ENTIRE AGREEMENT

The Contract and any Ensuing Agreement(s) shall supersede all prior Agreements, written or oral between the Successful Respondent and the County and shall constitute the entire Agreement and understanding between the parties with respect to the services and/or goods to be provided. Each of the provisions herein shall be binding upon the parties and may not be waived, modified, amended or altered, except by writing signed by the Successful Respondent and the County.

4.34 SURVIVABILITY

All applicable agreements that were entered into between the Successful Respondent and the County, under the terms and conditions of the Contract and/or any Ensuing Agreement(s), shall survive the expiration or termination thereof for ninety (90) days unless a new contract has been awarded.

The County may exercise, by written notice to the Successful Respondent no later than ten (10) calendar days of the Contract expiration, this clause for emergency cases only.

4.35 PAYMENT

The County's payment for goods and services shall be governed by the Texas Government Code, Chapter 2251. An invoice shall be deemed overdue the thirty-first (31st) day after the later of the following:

- A. The date the County receives the goods under the Contract;
- B. The date the performance of the service under the Contract is completed; or
- C. The date the Williamson County Auditor receives an invoice for the goods or services.

Interest charges for any overdue payments shall be paid by the County in accordance with Texas Government Code, Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of the County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one (1) percent and the prime rate published in the Wall Street Journal on the first (1st) day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

In the event that an error appears in an invoice submitted by the Successful Respondent, the County shall notify the Successful Respondent of the error not later than the twenty-first (21st) day after the date the County receives the invoice. If the error is resolved in favor of the Successful Respondent, the Successful Respondent shall be entitled to receive interest on the unpaid balance of the invoice submitted by the Successful Respondent beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of the County, the Successful Respondent shall submit a corrected invoice that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by the Texas Government Code, Chapter 2251, if the corrected invoice is not paid by the appropriate date.

As a minimum, invoices shall include:

- A. Name, address, and telephone number of the Successful Respondent and similar information in the event the payment is to be made to a different address.
- B. The County Contract, Purchase Order.
- C. Identification of items or service as outlined in the Contract.
- D. Quantity or quantities, applicable unit prices, total prices and total amount.
- E. Any additional payment information which may be called for by the Contract.

Payment inquiries should be directed to the following address:

Williamson County Auditor's Office, Accounts Payable Department
Email: accountspayable@wilco.org
Phone: 512-943-1500

4.36 CONTRACTUAL FORMATION AND ENSUING AGREEMENT

The RFP and the Respondent's Proposal, when properly accepted by the Commissioners Court, shall constitute a Contract equally binding between the Successful Respondent and the County. The Successful Respondent may be required by Williamson County to sign an additional Agreement containing terms necessary to ensure compliance with the RFP and Respondent's Proposal.

4.37 LEGAL LIABILITY INFORMATION

The Successful Respondent shall disclose all legal liability information by listing any pending litigation anticipated litigation that your firm is involved in including, but not limited to, potential or actual legal matters with private parties and any local, state, federal or international governmental entities. The County reserves the right to consider legal liability information in the recommendation of any proposed contract to the Commissioners Court.

4.38 CONFIDENTIALITY

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

4.39 INCLEMENT WEATHER

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a Proposal submission deadline, the Proposal closing will automatically be postponed until the next business day the County is open. If inclement weather conditions or any other unforeseen event causes delays in carrier service operations, the County may issue an Addendum to all known Respondents interested in the project to extend the deadline. It will be the responsibility of the Respondent to notify the County of their interest in the project if these conditions are impacting their ability to turn in a submission within the stated deadline. The County reserves the right to make the final judgement call to extend any deadline.

4.40 AIR QUALITY

In determining the overall best Proposal, the County may, to the extent applicable, exercise the option granted to local governments under the Texas Local Government Code, Section 271.907.

This option allows the County to evaluate Proposals and give preference to goods and/or services of Respondent that demonstrates that the Respondent meets or exceeds any and all state or federal environmental standards, including voluntary standards, relating to air quality. If the Proposal being submitted will have an effect on air quality for the County (as it relates to any state, federal, or voluntary air quality standard), then the Respondent is encouraged to provide information in narrative indicating anticipated air quality impact. All Respondents are expected to meet all mandated state and federal air quality standards.

4.41 COOPERATIVE PURCHASING PROGRAM

During the term of the Contract resulting from this RFP, the County would like to afford the same prices, terms and conditions to other political subdivisions or public entities. Another entity's participation in the Contract resulting from this RFP is subject to a properly authorized Purchasing Cooperative Inter-local Agreement (ILA) with the County. Any liability created by purchase orders issued against the Contract shall be the sole responsibility of the governmental agency placing the order.

4.42 CONFIDENTIALITY

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

I. OVERVIEW OF OPERATIONS

Williamson County Emergency Communications (WCEC) serves as a combined 9-1-1 call taking and radio dispatching communications center for Williamson County. WCEC provides direct services to the unincorporated areas of Williamson County and many of the cities. WCEC provides secondary services to the cities of Cedar Park, Round Rock, Leander, Taylor, and, to a lesser extent, Georgetown. WCEC services include the intake, processing, and dispatching of emergent and non-emergent law enforcement, fire, and EMS calls for service for 38 different agencies.

Williamson County is centrally located in Texas just north of Travis County and the State Capitol in Austin. Its major cities are Round Rock, Cedar Park, Georgetown, Leander, Taylor, and Hutto. Williamson County covers an area of 1,135 square miles and was the 4th fastest growing county in Texas and 14th in the United States in 2016. The population in 2017 is approximately 562,000 with the estimate for 2018 reaching 585,400. Williamson County's Public and Common Annual Financial Reports can be viewed at <http://wilco.mygovcenter.com/financial-reports> and current budget and budget archive can be viewed at <http://www.wilco.org/Departments/Budget-Office/Budget-Overview>. The governing body of the County is the Commissioners Court. The Court is comprised of the County Judge and four Commissioners elected by their precincts.

WCEC is organized under a Dispatch Steering Committee (DSC) which represents the Commissioners Court, various cities, public safety disciplines, and communities served. The DSC provides guidance and recommendations to the Director of WCEC on the operations of the communications center along with providing recommendations to the County Commissioners Court. WCEC has a paramilitary type hierarchy comprised on a Mission Support Team (Director and support level team members), mid-level leadership (Captains and Lieutenants), and console level care providers (telecommunicators / operators).

The following chart outlines the number of calls WCEC received along with the acuity/severity of calls:

Call Processing / Call Volume (Without Radio Loading)

Activity	FY14-15	FY15-16	FY16-17
9-1-1 Calls Received	94,857	86,020	83,840
Law Calls for Service	65,772	66,926	72,015
Self-Initiated Calls for Service	117,856	126,219	145,294
Fire Calls for Service	31,028	27,787	31,417
EMS Calls for Service	35,759	30,479	30,625
Total Calls for Service in CAD	280,188	282,018	309,834

Stratification of Calls by Severity / Acuity (Least Serious to Most Serious)

Acuity	FY14-15	FY15-16	FY16-17
Omega	5,268	6,216	4,283
Alpha	15,573	12,714	12,912
Bravo	25,257	21,383	21,197
Charlie	15,862	13,750	13,353
Delta	27,237	24,611	25,189
Echo	1,195	1,168	1,126

This is accomplished with highly trained professional telecommunicators operating in the different areas of expertise of call taking, law enforcement dispatching, EMS dispatching, and fire dispatching. Floor coverage varies as is outlined below:

Floor Staffing / Coverage by Shift

Shift / Hours	Team per Shift	Number of Shifts	Total Team
Day (6a-6p)	13	2	26
Night (6p-6a)	12	2	24
Swing (12p-12a)	2	2	4
Training Shift	4	1	4
QA / Feedback	1	1	1
Special Operations	1	1	1

Williamson County has state-of-the-art systems used for 9-1-1 call taking, information management, and dispatching of calls. Because the technology is not a significant part of this review, the specifics of this are not included in this request.

II. SCOPE OF WORK

Williamson County seeks an operational assessment and audit that evaluates the efficiency and effectiveness of the operations of the Williamson County Emergency Communications Department. The county's objectives in performance of this assessment include all or part of the following Scope Elements:

- **Organizational Structure** - Review and evaluation of the adequacy of the current organizational staffing with a focus on the current chain of command system, division of labor, span of control, and staffing levels
- **Recruiting and Hiring** - Review and evaluation of recruiting and hiring practices.
- **Initial Education** - Review and evaluation of the initial education and clearance to practice (credentialing) process
- **Quality Assurance / Continuing Education** - Review and evaluation of the Quality Assurance / Improvement processes along with the Continuing Education programs.
- **Policies and Procedures** - Review and evaluation of the efficiency of current operating policies, procedures, guidelines, and constraints and the effectiveness of these in call-taking and radio dispatching.
- **Call Taking and Radio Dispatching** - Review and evaluation of current call processing and radio dispatching methodologies.
- **Best Practices** - A comparison to current "best practices" to identify potential areas for future improvements in operations.

These Scope Elements must be evaluated with consideration of the overall efficacy of service and care with a central primary consideration being for the safety of the responders and callers. Strong consideration must be given to the cost effectiveness of the current operations and for any proposed changes. Please note, although a key part of the operations, this is not intended to be a technical systems evaluation.

III. DELIVERABLES

1. **Assessment Plan**

Once the Contractor has developed an assessment / audit program, the assessment / audit plan will be reviewed with the Director of Emergency Communications and members of the DSC to ensure adequacy and compliance with the intent of the audit. A review of the draft report will be given back the Contractor within 3 business days with written communication of any necessary modifications or corrections required.

2. **Assessment**

Williamson County will provide full access to the team, materials, and facility to allow thorough assessment of the Scope Elements. Williamson County will also facilitate meetings with the WCEC served agencies and associated departments. Williamson County shall provide detailed reports and other data needed by the Contractor within 3 business days of the request, unless otherwise stipulated.

3. **Standards and Best Practice Benchmarks**

The Contractor shall provide a list of the Standards, Principles, and Best Practice Guidelines used as the benchmark or reference for the assessment. These references can include best practice references from other recognized agencies or entities. Written documentation of these benchmarks or reference materials will be required as a separate document submitted with the final report.

4. **Bi-Weekly Updates**

At a minimum, provide bi-weekly updates by email or online conference, or conference call to the Director of Emergency Communications on progress and findings. If significant issues are noted during the assessment, more frequent updates should be provided.

5. **Initial Draft Report**

- a. The Contractor will submit an initial draft report in electronic (Word) format, to be delivered to the Williamson County Director of Emergency Communications for review and approval. The Director of Emergency Communications will distribute copies to the review team determined by the Dispatch Steering Committee.
- b. A review of the draft report will be given back the Contractor within 10 business days with written communication of any necessary modifications or corrections required.
- c. The vendor will provide a revised draft for distribution to the department within 10 business days. The report is to include the recommendations and other components and deliverables identified herein.
- d. Recommendations for improvement shall be accompanied by a description of the conditions in need of improvement. Recommendations should be practical and achievable within current funding and staffing limitations. If additional resources are necessary to implement recommendations, the report should include descriptions of and justifications for the additional resources. Contractor will rank or prioritize recommendations on a Priority 1 to Priority 3 scale, as described below.
 - i. Priority 1-Critical – Critical change required for the safety of the people and agencies served. (Significant Issue)

- ii. Priority 02-Major – Important changes that need to be implemented for improved workflow and overall productivity. May help with retention and morale but not required for life safety. (Major Issues)
- iii. Priority 3-Minor – Changes that will improve workflow and the overall productivity but are not necessary for life safety and preservation of property. (Minor Issues / “Nice to Have”)
- e. Recommendations should identify a specific **action** to be taken to obtain a specific **result**. The exception to this will be related to deficits or defects in the technical systems. Should a gap, issue, concern, or opportunity for improvement present itself related to a technical system, a notation will be made to the deficit without a specific action / result identified.
- f. The report will include the following sections:
 - i. Executive summary (including a chart summarizing the findings, recommendations),
 - ii. Project scope and methodology,
 - iii. Overview of the assessment process and operations audited (in adequate detail for understanding of the report by persons with a general understanding of department operations),
 - iv. Description of each Scope Element section, including the current practices, areas of weaknesses and recommendations for improvement.

6. Exit Conference

- a. An exit conference, either in person or by online conferencing, will be conducted 10 days after submission of the revised draft report with the responsible County parties, including but not limited to the Williamson County Director of Emergency Communications and the Dispatch Steering Committee. This conference is to discuss the recommendations resulting from the assessment and any defects or deficiencies considered by the Contractor and the County to be within the scope of the proposal.
- b. After the exit conference, the Contractor shall correct all defects or deficiencies considered by the Contractor and the County during the exit interview and resubmit a final draft report in Word format within ten (10) business days.
- c. The County will provide the Contractor with written responses to the recommendations, for incorporation in the final report, within ten (10) business days after the County’s receipt of a revised draft.
- d. Contractor will evaluate the adequacy of the responses. If the recommendation will not be implemented, the response should address an alternative method for correcting conditions and the Contractor’s evaluation of those alternatives.

7. Final Report

- a. Contractor will submit a final report for all aspects of the scope of this project within ten (10) business days after receipt of the County’s response to the recommendations and include any modifications as a result of the County’s review of the draft report.
- b. The final report shall include either an addendum or separate document containing all the Standards, Principles, and Best Practice Guidelines used in the assessment.
- c. The final report shall be completed and delivered to the County in the following format: 6 bound copies and 1 electronic (PDF format) copy.

8. **Commissioners Court Presentation**

Contractor will prepare and conduct a presentation of the results of the assessment to the Commissioners Court of Williamson County either during a regularly scheduled meeting or during a special session, at the discretion of the County Judge.

IV. **Expected Components of the Submitted Proposal**

The following list is a breakdown of the expected components and pieces required in the written response to this request. This list is the minimum requirement for evaluation.

1. **Required** - An all-inclusive, not to exceed, cost for the Scope of Work.
2. **Required** - The Contractor shall provide a narrative describing how their firm is qualified to perform this Scope of Work.
3. **Required** - The Contractor is to provide the resumes of any staff members who will be working under this Scope of Work. All persons must be able to pass the comprehensive criminal history background check to the standards determined by local, state, and federal requirements, including CJIS standards.
4. **Required** - Copies of individual licenses, certifications, credentials, or other qualifications applicable to this Scope of Work.
5. **Required** – The Contractor shall provide an outline of the approach and method for assessing the Scope Elements defined in this Scope of Work.
6. **Required** – A proposed schedule outlining visits, interviews, data collection, and onsite assessments.
7. **Required** - The total number of days to complete the Scope of Work from the notice to proceed date to the submission of the Initial Draft Report.
8. **Preferred** - The Contractor shall provide names, contact numbers, and a written summary of the work performed for similar projects completed in the past 36 months.
9. **As Appropriate** - Any special provisions that the County needs to be aware of prior to start of work.
10. **As Appropriate** - Any other information the Contractor would like to provide that may be of interest to Williamson County.

V. **Considerations for Planning the Response to this Request**

When preparing the response, consideration should be given for the following:

1. Williamson County will not have a full-time (100%) project manager. The Williamson County Emergency Communications Single Point of Accountability (WCEC SPA) shall be the Director.
2. The Contractor is responsible for activities directly related to the development of deliverables.
3. The WCEC SPA will assist in identification of departmental, served agency, and other County representatives.
4. The WCEC SPA will assist in coordinating access to departmental representatives on a timely basis. The WCEC SPA will assist in scheduling onsite work, in advance.
5. The Contractor will provide appropriate introduction and preparatory materials in coordination with the WCECSPA during project initiation to ensure all parties are informed and educated prior to project commencement and interviews.
6. The Contractor will be expected to provide reasonable notice of data requests and requests for meetings with County staff.

7. Contractor will be responsible for the identification and request of data, information, and materials required for the development of the various deliverables.
8. The WCEC SPA shall provide the requested information, data, and materials within three (3) days of the request unless otherwise specified assuming the information, data and material requested is available.
9. The cost proposal should include a “not to exceed” fee for the project, inclusive of items which are normally referred to as reimbursable expenses, i.e., travel, meals, lodging and overtime work requiring higher than regular rate for which no additional compensation will be due.

Scoring Matrix

General Requirements: Organizational capabilities, organizational qualifications, staff qualifications, staff experience, and training. (Submission Components #2, #3, and #4)	20%
Technical Approach – Scope of Services: Understanding of required assessment service, approach to assessment services, knowledge of benchmark and best practice standards, and any additional information (Submission Components #5, #6, and #8)	50%
Timeline and Cost (Submission Components #1 and #7)	20%
Unique Qualifications or Experience: Special consideration and scoring for unique information, experience, or insights offered that would give the candidate advantage in this type of project (Submission Components #8, #9, and #10)	10%

PROPOSAL AFFIDAVIT

This form must be completed, signed, notarized and returned with Proposal package

The undersigned attests that the company named below, under the provisions of Subtitle F, Title 10, Texas Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit

The undersigned certifies that the RFP and the Respondent's Proposal have been carefully reviewed and are submitted as correct and final. Respondent further certifies and agrees to furnish any and/or all goods and/or services upon which prices are extended at the price Proposal, and upon the conditions contained in the RFP.

I hereby certify that the foregoing Proposal has not been prepared in collusion with any other Respondent or other person or persons engaged in the same line of business prior to the official opening of this Proposal. Further, I certify that the Respondent is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities Proposal on, or to influence any person or persons to submit a Proposal or not to submit a Proposal thereon."

Name of Respondent:	<input style="width: 100%;" type="text"/>
Address of Respondent:	<input style="width: 100%;" type="text"/>
Email:	<input style="width: 100%;" type="text"/>
Telephone:	<input style="width: 100%;" type="text"/>
Printed Name of Person Submitting Affidavit:	<input style="width: 100%;" type="text"/>
Signature of Person Submitting Affidavit:	<input style="width: 100%;" type="text"/>

Cooperative Purchasing Program

Check one of the following options below. A non-affirmative Proposal will in no way have a negative impact on the County's evaluation of the Proposal.

<input type="checkbox"/>	I will offer the quoted prices to all authorized entities during the term of the County's Contract.
<input type="checkbox"/>	I will not offer the quoted prices to all authorized entities.

If no box is checked, the Respondent agrees to make best efforts in good faith to offer the quoted prices to all authorized entities.

BEFORE ME, the undersigned authority, a Notary Public, personally appeared (Name of Signer), who after being by me duly sworn, did depose and say: "I, , (Name of Signer) am a duly authorized officer of/agent for (Name of Respondent) and have been duly authorized to execute the foregoing on behalf of the said (Name of Respondent).

SUBSCRIBED AND SWORN to before me by the above-named
 on this the day of , 20.

Notary Public in and for

The State of

The County of

SIGNATURE AND NOTARY NOT REQUIRED IF COMPLETING IN BIDS SYNC ELECTRONICALLY.

CONFLICT OF INTEREST QUESTIONNAIRE		Form CIQ
For vendor or other person doing business with local governmental entity		
<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>		<p>OFFICE USE ONLY</p> <p>Date Received</p> <div style="border: 1px solid black; width: 100px; height: 20px; margin: 0 auto;"></div>
1	<p>Name of person doing business with local governmental entity.</p> <div style="border: 1px solid black; width: 100%; height: 20px; margin-top: 5px;"></div>	
2	<p>Check this box if you are filing an update to a previously filed questionnaire.</p> <p><input type="checkbox"/></p> <p>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>	
3	<p>Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.</p> <div style="border: 1px solid black; width: 100%; height: 60px; margin-top: 10px;"></div>	
4	<p>Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.</p> <div style="border: 1px solid black; width: 100%; height: 60px; margin-top: 10px;"></div>	

CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity		Form CIQ Page 2
5	<p style="text-align: center;">Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)</p> <p>This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>D. Describe each affiliation or business relationship.</p> <div style="border: 1px solid black; height: 40px; margin-top: 5px;"></div>	
	<p>6. Describe any other affiliation or business relationship that might cause conflict of interest:</p> <div style="border: 1px solid black; height: 40px; margin-top: 5px;"></div>	
7	<div style="border: 1px solid black; height: 20px; margin-bottom: 5px;"></div>	<div style="border: 1px solid black; height: 20px; margin-bottom: 5px;"></div>
	Signature of person doing business with the governmental entity	Date
Signature not required if completing in BIDSYNC electronically.		

Proposal References

List the last three (3) companies or governmental agencies, where the same or similar goods and/or services as contained in this RFP package, were recently provided by Respondent.

Reference 1

Client Name:

Location:

Contact Name:

Title:

Phone:

E-mail

Contract Date To:

Contract Date From:

Contract Value: \$

Scope of Work:

Reference 2

Client Name:

Location:

Contact Name:

Title:

Phone:

E-mail

Contract Date To:

Contract Date From:

Contract Value: \$

Scope of Work:

Reference 3

Client Name:

Location:

Contact Name:

Title:

Phone:

E-mail

Contract Date To:

Contract Date From:

Contract Value: \$

Scope of Work:

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Question and Answers for Bid #1710-200 - 9-1-1 Consulting

Overall Bid Questions

There are no questions associated with this bid.

Commissioners Court - Regular Session

54.

Meeting Date: 11/14/2017

Park Donations BA 11-14-2017

Submitted For: Melanie Denny

Submitted By: Angela Schmidt, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

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

Background

Donations total \$373.00 for firewood from various patrons and a generous \$91.00 donation from a patron to care for the donkeys.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.367403	Park Donations	\$464.00

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.
Budget Office
Form Started By: Angela Schmidt
Final Approval Date: 11/08/2017

Reviewed By

Wendy Coco
Ashlie Koenig

Date

11/08/2017 02:40 PM
11/08/2017 04:18 PM
Started On: 11/07/2017 04:52 PM

Commissioners Court - Regular Session

55.

Meeting Date: 11/14/2017

Park Donations BA 11-14-2017

Submitted For: Melanie Denny

Submitted By: Angela Schmidt, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

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

Background

Donations total \$373.00 for firewood from various patrons and a generous \$91.00 donation from a patron to care for the donkeys.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0510.003670	Use of Donations	\$464.00

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.
Budget Office
Form Started By: Angela Schmidt
Final Approval Date: 11/08/2017

Reviewed By

Wendy Coco
Ashlie Koenig

Date

11/08/2017 02:40 PM
11/08/2017 04:18 PM
Started On: 11/08/2017 09:31 AM

Commissioners Court - Regular Session

56.

Meeting Date: 11/14/2017

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
- i) Project Amazon
- j) Project Valero

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: 11/09/2017

Reviewed By

Wendy Coco

Date

11/09/2017 10:37 AM

Started On: 11/09/2017 10:30 AM

Commissioners Court - Regular Session

57.

Meeting Date: 11/14/2017

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 305
- 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.

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 sale of property adjacent to Blue Springs Boulevard, Georgetown, Texas.

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: 11/09/2017

Reviewed By

Wendy Coco

Date

11/09/2017 10:37 AM

Started On: 11/09/2017 10:30 AM