

**NOTICE TO THE PUBLIC  
WILLIAMSON COUNTY COMMISSIONER'S COURT  
FEBRUARY 13TH, 2018  
9:30 A.M.**

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

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

**CONSENT AGENDA**

The Consent Agenda includes non-controversial and routine items that the Court may act on with one single vote. The Judge or a Commissioner may pull any item from the consent agenda in order that the court discuss and act upon it individually as part of the Regular Agenda.  
( Items 5 – 13 )

5. Discuss and consider approving a line item transfer for OSSF - On-Site Sewage Facilities.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100-0409-004998	Non Departmental / Contingenci	\$9000
To	0100-0661-004208	Internet Cloud Solutions	\$9000

6. Discuss, consider and take appropriate action on approving compensation changes, position titles changes, position grade changes and any corresponding line item transfers.
7. Discuss, consider and take appropriate action on acknowledging the Purchasing Departments monthly report of asset dispositions through auction for the period of 1/11/2018 through 2/7/2018.
8. Discuss, consider and take appropriate action on acknowledging the Purchasing Department's monthly report of asset inter-departmental transfers through the period of 1/5/2018 through 2/7/2018.
9. Discuss, consider and take appropriate action on acknowledging the Purchasing Department's monthly report of asset destruction through the period of 1/5/2018 through 2/7/2018.

10. Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 4, January 2018 Monthly Report in compliance with Code of Crim. Proc. § 103.005.
11. Discuss, consider and take appropriate action on approving the 2017 Racial Profiling Report for Constable 4.
12. Discuss, consider, and take appropriate action on reappointing County Commissioner Terry Cook as Williamson County's representative to the Central Texas Clean Air Coalition. Term to begin on January 1, 2018 and ending on December 31, 2019.
13. Discuss, consider, and take appropriate action on approval of the final plat for the Paloma Lake Section 25 subdivision - Pct 4

## **REGULAR AGENDA**

14. Discuss, consider and take appropriate action on the Department of Infrastructure projects and issues update.
15. Discuss, consider and take appropriate action on Contract Amendment No. 2 to the North Mays Extension contract between Williamson County and LJA Engineering, Inc. relating to the 2013 Road Bond Program. Project: P224 North Mays Ext. Funding Source: Road Bonds.
16. Discuss, consider, and take appropriate action regarding the Standard Utility Agreement with Atmos Energy for utility relocation on the CR 119 Project, a Road Bond Project in Commissioner Pct. 4.
17. Discuss, consider, and take appropriate action on approving a variance request to the Williamson County Subdivision Regulations for Siena Townhomes at Mozart - Pct 4
18. Discuss, consider and take appropriate action on a Resolution authorizing the County Judge to execute an Advance Funding Agreement with Texas Department of Transportation for the design and construction of the Brushy Creek Regional Trail Phase V.
19. Discuss, consider and take appropriate action on a real estate contract with John D. Austin for right of way needed on the CR 200 project (Parcel 1). Funding Source: Road Bonds P285
20. Discuss, consider and take appropriate action on a real estate contract with Tony and Norman Baugh for right of way needed on the San Gabriel Ranch Rd. dam project. Funding Source: Road & Bridge P439
21. Discuss, consider, and take appropriate action on issuing a county burn ban for a period not to exceed 90 days and to authorize the County Judge to lift ban if conditions improve.
22. Discuss, consider and take appropriate action to rescind Agenda Items 61 and 62 from the December 19, 2017 regular agenda.
23. Discuss, consider and take appropriate action acknowledging line item transfers of \$500.00 or less completed by the County Auditor during October - December 2017 (1st Quarter - FY18).

24. Discuss, consider and take appropriate action on approving a 3 month extension to the current Comprehensive Onsite Service Agreement for HeartStart MRX patient care monitors to support Williamson County EMS operations.
25. Discuss and take appropriate action to allow Pct. 4 Constable's Office to submit an application for a grant through the Office of the Governor's Criminal Justice Division for (four) Dash Mounted Law Enforcement Radar Units for the Pct. 4 Constables.
26. Discuss, consider, and take appropriate action on authorizing the renewal Agreement for pre-employment testing and scoring, for the term of February 1, 2018 - February 1, 2019, with Ergometrics and Applied Personnel Research, Inc., in the amount of \$5,500 annually.
27. Discuss, consider, and take appropriate action on approving the purchase of furniture for the North Campus Project from KI/TechCenter Design, Inc. in the total amount of \$241,696.96 pursuant to NJPA Contract # 031715KI.
28. Discuss, consider, and take appropriate action on awarding the contract for construction of Williamson County River Ranch County Park Residence to Glazier Homes, LLC, in the amount of \$382,171.75, per the lowest and best quote received, pursuant to Texas Local Gov't Code, Section 262.0225(d) and section 262.0245, and authorizing execution of the agreement.
29. Discuss, consider and take any appropriate action to accept small gift items from the general public, pursuant to Tex. Loc. Gov't Code § 81.032, consisting of de minimus personal property such as animal food, crates, supplies, leashes, and collars, and authorize donation for civic purpose and to support operations of the Williamson County Regional Animal Shelter, pursuant to Tex. Loc. Gov't Code § 263.152 (a)(4).
30. Discuss, consider, and take appropriate action on approving a service contract between Williamson County and Korn Ferry Hay Group for Compensation Process Review in the amount of \$15,500.00 to support the operations of the Williamson County Human Resources Department and authorizing execution of the agreement.
31. Discuss, consider, and take appropriate action on approving agreement #2018-153 between Mtech and Williamson County for re-piping the Williamson County jail boiler room in the amount of \$41,600.00 pursuant to TIPS Contract #1032615, and authorizing the execution of the agreement.
32. Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for Cul-De-Sac Fog Seal FY18 under IFB # 1802-213.
33. Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for Cul-De-Sac Fog Seal Fall 2017 under IFB # 1802-214.

#### **EXECUTIVE SESSION**

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

- 34.** Discussion regarding economic development negotiations pursuant to Texas Government Code, Section 551.087:
- a) Business prospect(s) that may locate or expand within Williamson County.
  - b) Discuss Pearson Road District.
  - c) Discuss North Woods Road District.
  - d) Project Columbus Balbo
  - e) Mega Site
  - f) Texas State Gold Depository
  - g) Project New World
  - h) Coop District Development
  - i) Project Amazon
  - j) Project Valero
  - k) Wolf Lakes
- 35.** Discuss real estate matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.072 Deliberation Regarding Real Estate Property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with third person.)
- A. Real Estate Owned by Third Parties**
1. Preliminary discussions relating to proposed or potential purchase or lease of property owned by third parties
    - a) Discuss the acquisition of real property for right-of-way for 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 for N. Mays Extension.
    - e) Discuss the acquisition of real property: CR 101
    - f) Discuss the acquisition of real property: CR 200
    - 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 the acquisition of real property and easements 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 SH 29 @ DB Wood.
    - 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.
- n) Discuss the Interlocal Agreement with BRA for CR 305
- o) Discuss the possible sale of a portion of the Candle Factory tract.
- p) Potential governmental uses for 8th Street downtown parking lot
- C. Consider intervention in lawsuit regarding de-listing of Bone Cave harvestman.
- D. Discuss the possible placement of agricultural-related monuments at the Williamson County Exposition Center with the participation of third parties.

**36.** Discuss pending or contemplated litigation, settlement matters and other confidential attorney-client legal matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.071 consultation with attorney.), including the following:

- a) Litigation or claims or potential litigation or claims against the County or by the County
- b) Status Update-Pending Cases or Claims;
- c) Civil Action No.1:13- CV- 505, Robert Lloyd v. Lisa Birkman, et al, In The United States District Court for the Western District of Texas, Austin Division
- d) Employee/personnel related matters
- e) Other confidential attorney-client matters, including contracts and certain matters related to county defense issues in which the duty of the attorney to the governmental body within the attorney/client relationship clearly conflicts with Chapter 551 of the Texas Government Code.
- f) Cause No. 15-0064-C277, Gordon v. Dollahite et al, In The District Court of Williamson County, Texas, 277th District
- g) Civil Action No. 1:15-cv-431; Herman Crisp v. Williamson County, et al; In the USDC-WD-Austin Division
- h) 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
- i) Appeal of IRS Proposed Worker Classification Changes and Proposed Tax Adjustments 2011 -2013; and Payment of Disputed Employment Taxes Pending Appeal
- j) Discuss proposed acquisition of property for SW 183 and SH 29 Loop
- k) Civil Action; American Stewards of Liberty, et al. v. Sally Jewell, et al., In the Western District Court, Western District of Texas, Austin Division
- l) Berry Springs Park and Preserve pipeline
- m) Case No. 1:17-cv-00290, Rodney A. Hurdsmen v. Williamson County Sheriff Deputies Pokluda et al, In The United States District Court For The Western District of Texas – Austin Division.
- n) 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.
- o) 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.
- p) Williamson County Sheriff's Office Training Center construction issues.
- q) Application to Obtain New Municipal Solid Waste Permit – Proposed Permit No. 2398 (Applicant - Lealco, Inc.)
- r) LCRA TSC Leander-Round Rock 138-Kv Transmission Line Project within the Public Right-Of-Way (Row) of New Hope Road, Ronald Reagan Boulevard, and Hero Way
- s) Employment law claims of Michelle Williams, Andrenia McGowen and/or Raphaela Johnson.
- t) Civil Action No. 1:17-cv-01114-LY, Elizabeth Saucedo v. Jonathon Hodgkiss, In The United States District Court for the Western District of Texas, Austin Division.
- u) Civil Action No. 1:17-cv-01113-LY, Tettus Davis v. Jonathon Hodgkiss, In The United States District Court for the Western District of Texas, Austin Division.
- v) Farm and Grazing Lease with Mary Brett Covington dated effective March 29, 2016 on county land near County Road 131
- w) Amendment to Interlocal Lease Agreement between Williamson County and City of Georgetown relating to Williamson County's property located near Martin Luther King Boulevard and 8th Streets in Georgetown, Texas
- x) Civil Action No. 1:18-CV-49, Troy Mansfield v. Williamson County, In The United States District Court for the Western District of Texas, Austin Division.

y) Utility damage claim from Suddenlink Communications occurring on or about 03/27/2017 at CR 366 and SH 29.

37. Deliberate the appointment, employment, evaluation, reassignment, duties, discipline and/or dismissal of Williamson County officers, directors, employees and/or positions, including but not limited to conducting deliberation and discussion pertaining to annual reviews of department heads and appointed officials (Executive Session as per Tex. Gov. Code Section 551.074 – Personnel Matters).
38. Discuss the deployment or specific occasions for implementation of security personnel or devices in relation to the Williamson County Justice Center (Executive Session as per Texas Gov't. Code § 551.076).

REGULAR AGENDA (continued)

39. Discuss and take appropriate action concerning economic development.
40. Discuss and take appropriate action concerning real estate.
41. Discuss and take appropriate action on pending or contemplated litigation, settlement matters and other confidential attorney-client legal matters, including the following:
  - a) Litigation or claims or potential litigation or claims against the County or by the County
  - b) Status Update-Pending Cases or Claims;
  - c) Civil Action No.1:13- CV- 505, Robert Lloyd v. Lisa Birkman, et al, In The United States District Court for the Western District of Texas, Austin Division
  - d) Employee/personnel related matters
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  - f) Cause No. 15-0064-C277, Gordon v. Dollahite et al, In The District Court of Williamson County, Texas, 277th District
  - g) Civil Action No. 1:15-cv-431; Herman Crisp v. Williamson County, et al; In the USDC-WD-Austin Division
  - h) 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
  - i) 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
  - j) Discuss proposed acquisition of property for SW 183 and SH 29 Loop
  - k) Civil Action; American Stewards of Liberty, et al. v. Sally Jewell, et al., In the Western District Court, Western District of Texas, Austin Division
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y) Utility damage claim from Suddenlink Communications occurring on or about 03/27/2017 at CR 366 and SH 29.

- 42.** Discuss, consider and take appropriate action regarding the appointment, employment, evaluation, reassignment, duties, discipline and/or dismissal of Williamson County officers, directors or employees, including but not limited to any necessary action pertaining to conducting annual reviews of department heads and appointed officials.
  
- 43.** Comments from Commissioners.

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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 \_\_\_\_\_, 2018 at \_\_\_\_\_ and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

**Commissioners Court - Regular Session**

**5.**

**Meeting Date:** 02/13/2018

Line Item Transfer

**Submitted By:** Sarah Crain, Budget Office

**Department:** Budget Office

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss and consider approving a line item transfer for OSSF - On-Site Sewage Facilities.

**Background**

Moving funds to cover the remaining cost for the maintenance of the Accela software program. The maintenance of the aerobic units was not included in the original purchase quote. We have a quote (attached) in the amount of \$18,086.96 and currently have nearly \$10k allotted in the FY 18 budget. We are requesting the additional \$9k from the court.

**Fiscal Impact**

<b>From/To</b>	<b>Acct No.</b>	<b>Description</b>	<b>Amount</b>
From	0100-0409-004998	Non Departmental / Contingenc	\$9000
To	0100-0661-004208	Internet Cloud Solutions	\$9000

**Attachments**

Quote

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Sarah Crain

Final Approval Date: 02/07/2018

**Reviewed By**

Wendy Coco

**Date**

02/07/2018 03:17 PM

Started On: 02/07/2018 12:51 PM

**GOVERNMENT - PRICE QUOTATION**



**ACCELA GOVERNMENT AT CARAHSOFT**



1860 MICHAEL FARADAY DRIVE | SUITE 100 | RESTON, VIRGINIA 20190  
 PHONE: (703) 871-8505 | FAX: (703) 871-8505 | TOLL FREE: (888) 66CARAH  
 WWW.CARAHSOFT.COM

**TO:** Alison Gleason  
 Director Enterprise Applications  
 Williamson County  
 Williamson,

**FROM:** Brian Ellis  
 Carahsoft Technology Corp.  
 1860 Michael Faraday Drive  
 Reston, Virginia 20190

**EMAIL:** agleason@wilco.org

**EMAIL:** Brian.Ellis@carahsoft.com

**PHONE:** (512) 943-1680 **FAX:**

**PHONE:** (703) 230-7457 **FAX:** (703) 871-8505

**TERMS:** FTIN: 52-2189693  
 Shipping Point: FOB Destination  
 Credit Cards: VISA/MasterCard/AMEX  
 Remit To: Same as Above  
 Payment Terms: Net 30 (On Approved Credit)  
 Cage Code: 1P3C5  
 DUNS No: 088365767  
 Sales Tax May Apply

**QUOTE NO:** 10814337  
**QUOTE DATE:** 12/27/2017  
**QUOTE EXPIRES:** 01/26/2018  
**RFQ NO:**  
**SHIPPING:** GROUND  
**TOTAL PRICE:** \$18,086.96

**TOTAL QUOTE:** \$18,086.96

# Statement of Work Williamson County OSSF Maintenance Contracts Configuration and Data Conversion



Version 1.1  
December 11, 2017

Carahsoft Technology Corp.  
1860 Michael Faraday Drive  
Suite 100  
Reston, VA 20190  
Tel: (703) 871-8500  
Fax: (703) 871-8505

## TABLE OF CONTENTS

<b>TABLE OF CONTENTS</b> .....	<b>2</b>
<b>DOCUMENT CONTROL</b> .....	<b>3</b>
<b>SERVICES DESCRIPTION</b> .....	<b>4</b>
PURPOSE.....	4
PROJECT TIMELINE.....	4
<b>PAYMENT TERMS</b> .....	<b>4</b>
<b>EXPENSES</b> .....	<b>4</b>
<b>WORK DESCRIPTION</b> .....	<b>5</b>
MAINTENANCE CONTRACT CONFIGURATION.....	5
MAINTENANCE CONTRACT DATA CONVERSION.....	5
<b>APPENDIX A – DELIVERABLE ACCEPTANCE FORM</b> .....	<b>8</b>
<b>APPENDIX B – CHANGE ORDER</b> .....	<b>9</b>
SAMPLE CHANGE ORDER – PAGE 1 .....	9
SAMPLE CHANGE ORDER – PAGE 2 .....	10

## DOCUMENT CONTROL

Date	Author	Version	Change Reference
11/27/17	Jeff Dolezal	1.0	Original
12/11/17	Jeff Dolezal	1.1	Revise for Data file layout

## SERVICES DESCRIPTION

This Carahsoft Technology Statement of Work ("SOW") dated December 11, 2017 sets forth a scope and definition of the consulting/professional services, work and/or project (collectively, the "Services") to be provided by FutureNet Group, Inc. ("FutureNet") to Williamson County, Texas (referred to sometimes herein as "Agency").

## PURPOSE

The purpose of this document is to detail the specific deliverable for the Configuration and Data Conversion for the Williamson County OSSF Maintenance Contracts.

## PROJECT TIMELINE

The term of this project is one (1) month with an estimated start date of December 26, 2017, assuming all necessary sign offs are completed by December 22, 2017.

Upon execution of this SOW, the parties will collaborate to determine a start date for Services to be rendered. Upon initiation of these Services, the FutureNet Project Manager will work with the Agency to collaboratively define a baseline project schedule. Given the fact that project schedules are working documents that change over the course of the project, the FutureNet Project Manager will work closely with Agency to update, monitor, agree, and communicate any modifications.

## PAYMENT TERMS

Total Professional Services fees to configure and convert the OSSF Maintenance data is **\$18,046.96** exclusive of expenses.

Carahsoft will invoice upon completion of the data conversion and receipt of a signed Deliverable Acceptance form, or completion of the Acceptance Review Period, whichever comes first. A Sample Deliverable Acceptance form can be found in Appendix A.

## EXPENSES

**There are no expenses anticipated for the Configuration and Data Conversion of the OSSF Contract Maintenance effort.** However should the need to travel arise as part of this effort, Carahsoft will bill Agency for actual expenses incurred for travel and lodging/living, as well as other approved out-of-pocket expenses (such as mileage, parking, tolls and telecommunications charges). Expense receipts will be provided to the Agency for all expenses incurred as part of the reimbursement process. FutureNet will work with Agency to manage and control its expenses in accordance with the Williamson County Vendor Reimbursement Policy version June 24, 2015 and will not incur expenses without Agency's prior written consent.

## TERMS

The pricing and terms of this proposal are valid until **1/31/2018**. Any changes to this effort will be documented and agreed to in a Change Order for. A Sample Change Order form can be found in Appendix B.

## WORK DESCRIPTION

### MAINTENANCE CONTRACT CONFIGURATION

FutureNet will configure the Contract Maintenance record type and associated workflow, fees, renewal schedule and custom fields to support the Contract Maintenance process. Included within this effort is the configuration of the required reports for Contract Maintenance processing.

#### FutureNet Responsibilities:

- Configure Contract Maintenance record and associated workflow, fees, renewal schedule and custom fields to the support environment.
- Develop the following AdHoc reports for Contract Maintenance processing:
  - Owner Maintained Systems
  - Expiration Report
  - Renewal Report (CSV output for mail merge)
  - Grandfathered Systems
  - Past due inspections organized by date and maintenance company
  - Inspections due in upcoming month
  - Inspections completed in previous months
  - Report of Licenses without Active Contracts
- Create a script to trigger Next Insp Due Date when Inspections entered.
- Create script to trigger update of Current Contract info from Renewal info.
- Setup Accela Citizen Access to all Maintenance Companies to upload Inspection results to Maintenance Contract records.
- Configure Inspections to record basic Inspection results from Maintenance Providers.

#### Agency Responsibilities:

- Create and manage Contract Maintenance Step Documents to define process.
- Create help document to assist Maintenance Providers with new process.
- Assist in the execution of the data conversion program and provide access to environments as needed.
- Provide resources to validate the configuration and reports in a timely manner.

#### Acceptance Criteria:

- Contract Maintenance configuration migrated to the Accela Civic Platform test environment

#### Acceptance Review Period:

- Agency will have 5 business days to conduct initial review of the Configuration in the Test Environment. If no changes or comments are requested within the 5 days, the Deliverable is considered approved by the Agency. Upon delivery of initial feedback, FutureNet will complete the necessary changes and updates. Any subsequent review will have 2 business days for acceptance. Any such subsequent review will only address changes or comments made in the initial review.

### MAINTENANCE CONTRACT DATA CONVERSION

#### FutureNet Responsibilities:

- Provide a program to migrate historical data into the Agency's Accela test database environment.
- The data conversion will include up to three (3) conversion loads for Agency testing
- Validate the successful completion of the migration of historical data into the Agency's test environment.

Agency Responsibilities:

- Provide the legacy data source in an accepted format.
- Assist in the execution of the data conversion program and provide access to environments as needed.
- Provide resources to validate the conversion statistics and the quality of the data converted into the Accela Civic Platform.

Acceptance Criteria:

- Historical data has been converted to the Accela Civic Platform test environment

Acceptance Review Period:

- Agency will have 5 business days to conduct initial review of the Historical Data Conversion. If no changes or comments are requested within the 5 days, the Deliverable is considered approved by the Agency. Upon delivery of initial feedback, FutureNet will complete the necessary changes and updates. Any subsequent review will have 2 business days for acceptance. Any such subsequent review will only address changes or comments made in the initial review.

## Contract Maintenance License Data from Safe

The conversion will populate the following sections of the Accela Records for each Active Contract Maintenance license row of data provided. All records to be converted will end up with a status of Active or About to Expire.

There will be no "Closed" records converted.

1. Permit (Record)
2. Owner
3. Address
4. Custom Fields (16)
5. Link LP if provided in a specific lookup format ie License #.

Wilco Column	Accela Location	Accela Field Name	Comment
PermitNo	Record	ALT ID	Must Be Unique
Status	Record	Status	Active or Grandfathered
FirstName	Owner	FirstName	
LastName	Owner	LastName	
Owner Phone	Owner	Phone 1	
CellPhone	Owner	Fax	
Email	Owner	E-mail	
MailStreet	Owner	MailStreet	
MailCity	Owner	MailCity	
MailState	Owner	MailState	
MailZip	Owner	MailZip	
StreetNo	Address	StreetNo	
StreetName	Address	StreetName	

City	Address	City	
State	Address	State	
Zip	Address	Zip	
<b>License Renewed</b>	Date	ASI	This is the next Renewal Date for Active License
Active for Service	Y/N	ASI	If Active Contract Y or N
Service Company	Text	ASI	Service Company
Provider	Text	ASI	Provider
Starts	Date	ASI	Contract Start Date
Expires	Date	ASI	Contract Expires Date
Received	Date	ASI	Contract Received Date
Renewal Starts	Date	ASI	Renewal Starts Date
Renewal Expires	Date	ASI	Renewal Expires Date
Renewal Received	Date	ASI	Renewal Received Date
Renewal Service Company	Text	ASI	Renewal Service Company
Renewal Provider	Text	ASI	Renewal Provider
Owner Will Maintain	Checkbox	ASI	0 or 1 Y or N
Problems Indicated	Y/N	ASI	Y or N
<b>Next Inspection</b>	Date	ASI	Date Maintenance Co. needs to Inspect by
<b>Inspections Per Year</b>	<b>Dropdown</b>	<b>ASI</b>	<b>Values 2 or 3</b>
Instructions	Text Area	Work Desc or Comments	Need 4,000 character field.

**Note:** Highlighted fields are required for each row of data in the file.

## ACCEPTANCE

Accepted By: Williamson County	Accepted By: Carahsoft Technology Corp.
Signature:	Signature:
Print Name:	Print Name:
Title:	Title:
Date:	Date:

## APPENDIX A – DELIVERABLE ACCEPTANCE FORM

PLEASE ACKNOWLEDGE ACCEPTANCE BY EMAILING THIS FORM TO THE FUTURENET PROJECT MANAGER.

Date:	
Agency Name:	
Approving Agency Manager:	
FutureNet Manager:	
Project Name / Code:	
Contract / Agreement #:	

*Agency agrees that FutureNet has successfully completed the following Deliverables:*

Deliverable #	Source / Reference Details	

*Agency agrees that FutureNet has successfully completed the Deliverables described above in accordance with the terms of the related Contract/Agreement.*

**APPROVALS:**

\_\_\_\_\_

Williamson County

\_\_\_\_\_

Signature

\_\_\_\_\_

Title

\_\_\_\_\_

Date

**APPENDIX B – CHANGE ORDER**  
**SAMPLE CHANGE ORDER – PAGE 1**

Agency:  
Project Code:  
Contract #/ PO #:  
Initiating Department:  
Initiated By:

Change Order #:  
Date:

**PROJECT CHANGE DESCRIPTION/TASK SUMMARY:**

1. Issue Name / Description:

- Schedule impact:
- Resource impact:
- Cost impact:

2. Issue Name / Description:

- Schedule impact:
- Resource impact:
- Cost impact:

Total Project Schedule Impact:

Total Project Resource Impact:

Total Project Cost Impact:

**DISPOSITION COMMENTS:**

Disposition:  Approved  Rejected  Closed  See Comments



## SAMPLE CHANGE ORDER – PAGE 2

The above Services will be performed in accordance with this Change Order/Work Authorization and the provisions of the Contract for the purchase, modification, and maintenance of the Accela systems. The approval of this Change Order will act as a Work Authorization for FutureNet and/or Agency to perform work in accordance with this Change Order, including any new payment terms identified in this Change Order. This Change Order takes precedent and supersedes all other documents and discussions regarding this subject matter.

<b>Accepted By:</b> <b>Williamson County District Sponsor</b>	<b>Accepted By:</b> <b>Carahsoft Technology Corp.</b>
By:	By:
Print Name:	Print Name:
Title:	Title:
Date:	Date:

<b>Accepted By:</b> <b>Williamson County District Director</b>	<b>Accepted By:</b> <b>Carahsoft Technology Corp.</b>
By:	By:
Print Name:	Print Name:
Title:	Title:
Date:	Date:



**Commissioners Court - Regular Session**

**6.**

**Meeting Date:** 02/13/2018

Compensation Items

**Submitted For:** Tara Raymore

**Submitted By:** Kristy Sutton, Human Resources

**Department:** Human Resources

**Agenda Category:** Consent

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**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.

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**Fiscal Impact**

<b>From/To</b>	<b>Acct No.</b>	<b>Description</b>	<b>Amount</b>
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**Attachments**

Comp Item

Merit LIT 02.08.18

Merit details 02.08.18

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**Form Review**

**Inbox**

Human Resources (Originator)

County Judge Exec Asst.

Form Started By: Kristy Sutton

Final Approval Date: 02/08/2018

**Reviewed By**

Tara Raymore

Wendy Coco

**Date**

02/08/2018 10:50 AM

02/08/2018 11:03 AM

Started On: 02/08/2018 10:20 AM

Department	PCN	EE ID	Budget Amount	*Requested Amount	Change Amount	% Change	Reason for Change	Earliest Oracle Effective Date
Sheriff's Office	1414	N/A	\$83,796.05	\$70,116.78	-\$13,679.27	-16.32%	Decrease position surplus salary	2/9/2018
Sheriff's Office	1371	N/A	\$77,590.18	\$67,024.34	-\$10,565.84	-13.62%	Decrease position surplus salary	2/9/2018
Sheriff's Office	1251	Vacant	\$67,623.29	\$91,868.40	\$24,245.11	35.85%	<u>Title and Grade change: Crisis Intervention Deputy (L1.14) to Lieutenant OPS (L4.18) // Increase vacant position salary from PCN's 1414 and 1371 to accommodate internal transfer tenure</u>	2/9/2018
Road and Bridge	1588	Vacant	\$36,360.02	\$36,049.00	-\$311.02	-0.86%	Decrease position surplus salary	2/9/2018
Road and Bridge	1596	Vacant	\$36,049.00	\$36,360.02	\$311.02	0.86%	Increase vacant position salary from PCN 1588 to accommodate internal transfer	2/9/2018

\*Amount may vary slightly due to Oracle rounding

				(TO)	(FROM)
entity	fund	dept	object	dr	cr
01	0545	0545	001101	497.89	
01	0545	0545	001130		497.89
01	0100	0341	001100	2566.86	
01	0100	0341	002010	196.36	
01	0100	0341	002020	357.82	
01	0100	8004	001130		2566.86
01	0100	8004	002010		196.36
01	0100	8004	002020		357.82

Department	Position	Emp ID Num	Current Annual Salary	Annual Merit Amt	Merit %	New Annual Salary	Pay Proposal Reason	Effective Date of Change
Mobile Outreach	Qual Improvement Clinician.1186.001100.	11381	\$55,330.08	\$1,659.90	3.00	\$56,989.98	MERIT	2-Feb-18
Mobile Outreach	Mental Health Specialist.1624.001100.	13126	\$45,348.49	\$906.96	2.00	\$46,255.46	MERIT	2-Feb-18
Animal Services	PT Animal Care Specialist.9980.001101.	14437	\$24,894.23	\$497.89	2.00	\$25,392.12	MERIT	26-Jan-18

**Commissioners Court - Regular Session**

7.

**Meeting Date:** 02/13/2018

Asset Auction Monthly 2/7/2018

**Submitted For:** Randy Barker

**Submitted By:** Jayme Jasso, Purchasing

**Department:** Purchasing

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on acknowledging the Purchasing Departments monthly report of asset dispositions through auction for the period of 1/11/2018 through 2/7/2018.

**Background**

Please see the attached list which shows all assets for auction approved by Purchasing from 1/11/18 through 2/7/18.

**Fiscal Impact**

<b>From/To</b>	<b>Acct No.</b>	<b>Description</b>	<b>Amount</b>
----------------	-----------------	--------------------	---------------

**Attachments**

Asset Auction

**Form Review**

**Inbox**

Purchasing (Originator)  
County Judge Exec Asst.  
Form Started By: Jayme Jasso  
Final Approval Date: 02/08/2018

**Reviewed By**

Randy Barker  
Wendy Coco

**Date**

02/08/2018 08:29 AM  
02/08/2018 08:33 AM  
Started On: 02/07/2018 03:34 PM

Item	Serial Number	Court date	Quantity	Dept.
Tan 4 Drawer filing cabinet		2/13/2018	2	Const. #1
Herman Miller 120 Volt 60HZ amplit	9C16012	2/13/2018	1	EMS
Samsung TV	3CCRA05015A	2/13/2018	1	EMS
Chair		2/13/2018	1	EMS
Brocade ICX 6610-24	BXP2540H4C3, BXP2519H03F	2/13/2018	2	IT
Monitors		2/13/2018	2	IT
Pelco Digital Sentry	KSO0241655	2/13/2018	1	IT
Safety Harness		2/13/2018	1	IT
Space Heater		2/13/2018	1	Auditor
Conference Table		2/13/2018	1	Dist. Courts
Chairs		2/13/2018	11	Dist. Courts
Twin size Metal Bedframe's		2/13/2018	3	EMS
Twin size Wooden Bedframe's		2/13/2018	2	
Bookshelf's		2/13/2018	2	EMS
4 Drawer file cabinet		2/13/2018	1	EMS
2 drawer File cabinet		2/13/2018	2	EMS
Under desk file cabinet		2/13/2018	1	EMS
Blue carpet squares		2/13/2018	5 boxes	EMS
Rolling cart		2/13/2018	1	EMS
Chairs		2/13/2018	2	EMS
Dryer		2/13/2018	1	EMS
Nightstand		2/13/2018	1	EMS
Table		2/13/2018	1	EMS
Washer		2/13/2018	1	EMS
GE TV		2/13/2018	1	EMS
Durabrand TV		2/13/2018	1	EMS
Sanyo Tv		2/13/2018	1	EMS
Panasonic Tv		2/13/2018	1	EMS
RCA Tv		2/13/2018	1	EMS
NEC 15 tv monitor		2/13/2018	1	EMS
UMAX Astra scanner		2/13/2018	1	EMS
Kodak slide projector		2/13/2018	1	EMS
Fargo badge reader		2/13/2018	1	EMS
Sanyo DVD player		2/13/2018	1	EMS
Conference Table		2/13/2018	1	Facilities
Conference Room Chairs		2/13/2018	15	Facilities
Hp Laserjet 4200		2/13/2018	3	CC
Hp Laserjet 4250		2/13/2018	2	CC
Geovision GV-1480 16 camera system	GV-1480B-16CB220	2/13/2018	1	Juvenile
PSC Q56000 plus barcode scanner		2/13/2018	1	Juvenile

Hp Laserjet 4050n Laser printer	HP4050N	2/13/2018	1	Juvenile
Hp Deskjet 895cxl ink jet printer	C6410A	2/13/2018	1	Juvenile
Canon DR 2080 ink jet printer	M11044	2/13/2018	1	Juvenile
Wood letter stacking trays		2/13/2018	2	EMS
Hp C3903A toner		2/13/2018	4	EMS
Brother PC-202RF		2/13/2018	1	EMS
Toner		2/13/2018	7	EMS
Canon staples NO502C		2/13/2018	4	EMS
Letter stacking trays		2/13/2018	4	EMS
Brother TN250 toner		2/13/2018	2	EMS
Brother TN350 toner		2/13/2018	3	EMS
Brother TN570 toner		2/13/2018	1	EMS
Corporate Express toner		2/13/2018	3	EMS
Samsung power cord		2/13/2018	1	MOT
computer adapter cord		2/13/2018	1	MOT
Khaki pants		2/13/2018	2	MOT
iphone ( no sim card)		2/13/2018	1	MOT
Verzion MIFI		2/13/2018	2	MOT
iphones (cracked screen)		2/13/2018	3	MOT
3 hole punch		2/13/2018	1	MOT
Palm pilot		2/13/2018	1	MOT
Tom Tom GPS		2/13/2018	1	MOT
ICD-9-cm 2012 book		2/13/2018	1	MOT
Pants womens size 16, Navy		2/13/2018	4	MOT
Pants womens size 16, Black		2/13/2018	2	MOT
Pants womens size 16, Gray		2/13/2018	1	MOT
Pants womens size 16, Khaki		2/13/2018	2	MOT
Pants womens size 14, Black		2/13/2018	2	MOT
Pants womens size 14, Navy		2/13/2018	2	MOT
Pants womens size 14, Khaki		2/13/2018	1	MOT
Hp toners		2/13/2018	4	MOT
Blood pressure cuff		2/13/2018	1	MOT
Pants womens size 4, Navy		2/13/2018	1	MOT
Grey Raincoat		2/13/2018	1	MOT
Uniform shirts Small, Black		2/13/2018	5	Const. #2
Uniform shirts Largel, Black		2/13/2018	3	Const. #2
Uniform trousers 36 Regular, Black		2/13/2018	5	Const. #2
Winter Jacket 2XL, Navy Blue		2/13/2018	1	Const. #2
Dark Blue hats, various sizes		2/13/2018	6	Const. #2
Dell 24in monitor		2/13/2018	2	URS
Logitech keyboard		2/13/2018	2	URS

Dell Docking station		2/13/2018	1	URS
Fire proof Sentry two drawer file cabinet		2/13/2018	1	URS
Hp office jet 6700 printer		2/13/2018	1	URS
HON 2 drawer filing cabinet		2/13/2018	2	Tax A/C
HON 3 drawer filing cabinet		2/13/2018	1	Tax A/C
Box of accessories and cables		2/13/2018	1	Tax A/C
Box of computer equipment		2/13/2018	1	Tax A/C
Dell 21 in Monitors		2/13/2018	5	Tax A/C
Calculator		2/13/2018	1	Tax A/C
Various Office Supplies		2/13/2018	1	Tax A/C
Sony DVD/CD/Video player	2008123	2/13/2018	1	Tax A/C
VCR with remote	DH200811070768	2/13/2018	1	Tax A/C
Dell 21in monitor		2/13/2018	1	Tax A/C
Dell 5330dn printer	B28DQM1	2/13/2018	1	CA
Dell 20in monitors		2/13/2018	2	CA
Dell 17in monitors		2/13/2018	7	CA
Logitech wireless keyboard/mouse		2/13/2018	1	CA
Canon 10 key calculator		2/13/2018	1	CA
Metal Cash Box with 1 key		2/13/2018	1	CA

**Commissioners Court - Regular Session**

**8.**

**Meeting Date:** 02/13/2018

Asset Transfer Monthly 2/7/2018

**Submitted For:** Randy Barker

**Submitted By:** Jayme Jasso, Purchasing

**Department:** Purchasing

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on acknowledging the Purchasing Department's monthly report of asset inter-departmental transfers through the period of 1/5/2018 through 2/7/2018.

**Background**

Please see the attached list which shows all assets for inter-departmental transfer for the period of 1/5/2018 through 2/7/2018.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Asset Transfer

**Form Review**

**Inbox**

Purchasing (Originator)  
 County Judge Exec Asst.  
 Form Started By: Jayme Jasso  
 Final Approval Date: 02/08/2018

**Reviewed By**

Randy Barker  
 Wendy Coco

**Date**

02/08/2018 08:29 AM  
 02/08/2018 08:33 AM  
 Started On: 02/07/2018 03:52 PM

White shoulder cords	2/13/2018	4	Const. #4
White bib scarves	2/13/2018	4	Const. #4
white dress gloves	2/13/2018	4	Const. #4
Wireless radio mike	2/13/2018	1	Wireless Comm.
Portable Radio	2/13/2018	1	Wireless Comm.
Radio Batteries	2/13/2018	2	Wireless Comm.
Mike & Holder	2/13/2018	1	Wireless Comm.
Charger	2/13/2018	1	Wireless Comm.

**Commissioners Court - Regular Session**

9.

**Meeting Date:** 02/13/2018

Asset Destruction Monthly 2/7/2018

**Submitted For:** Randy Barker

**Submitted By:** Jayme Jasso, Purchasing

**Department:** Purchasing

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on acknowledging the Purchasing Department's monthly report of asset destruction through the period of 1/5/2018 through 2/7/2018.

**Background**

Please see the attached list which shows all assets for destruction for the period of 1/5/2018 through 2/7/2018

**Fiscal Impact**

<b>From/To</b>	<b>Acct No.</b>	<b>Description</b>	<b>Amount</b>
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**Attachments**

Asset Destruction

**Form Review**

**Inbox**

Purchasing (Originator)  
County Judge Exec Asst.  
Form Started By: Jayme Jasso  
Final Approval Date: 02/08/2018

**Reviewed By**

Randy Barker  
Wendy Coco

**Date**

02/08/2018 08:30 AM  
02/08/2018 08:33 AM  
Started On: 02/07/2018 04:14 PM

Item	Serial Number	Court date	Quantity	Dept.
X26 Tasers	See asset sheet	2/13/2018	9	SO, Cannot sell to public
Uniform pants		2/13/2018	412	SO, Cannot sell to public
Uniform shirts		2/13/2018	140	SO, Cannot sell to public
Uniform jackets		2/13/2018	7	SO, Cannot sell to public
Polos		2/13/2018	128	SO, Cannot sell to public
Ball Caps		2/13/2018	24	SO, Cannot sell to public
Tie		2/13/2018	1	SO, Cannot sell to public
Coveralls		2/13/2018	1	SO, Cannot sell to public
Knit Uniform Hats		2/13/2018	3	SO, Cannot sell to public
Body Armor	See asset sheet	2/13/2018	22	SO, Cannot sell to public

**Commissioners Court - Regular Session**

10.

**Meeting Date:** 02/13/2018

Justice of the Peace 4 JAN 2018 Monthly Report

**Submitted By:** Veronica Bolander, J.P. Pct. #4

**Department:** J.P. Pct. #4

**Agenda Category:** Consent

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**Information**

**Agenda Item**

Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 4, January 2018 Monthly Report in compliance with Code of Crim. Proc. § 103.005.

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

JP4 EOM JAN 2018

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**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Veronica Bolander

Final Approval Date: 02/08/2018

**Reviewed By**

Wendy Coco

**Date**

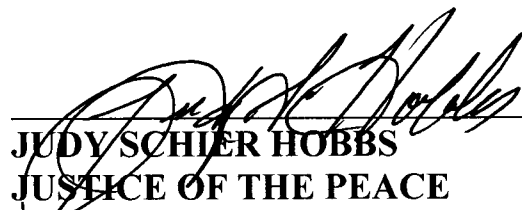
02/08/2018 10:27 AM

Started On: 02/08/2018 09:28 AM

**IN COMPLIANCE WITH ARTICLE 103  
CODE OF CRIMINAL PROCEDURE**


**THE STATE OF TEXAS  
COUNTY OF WILLIAMSON**

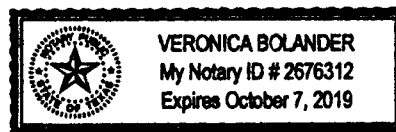
Before me, the undersigned authority, on this day personally appeared  
Judy Schier Hobbs, Justice of the Peace, Precinct 4, Williamson County, who,  
on her oath, stated that the attached report of money collected is a true and  
correct report for the month of January 2018.

  
\_\_\_\_\_  
JUDY SCHIER HOBBS  
JUSTICE OF THE PEACE  
PRECINCT FOUR



On this 8<sup>th</sup> day of February 2018, to certify which witness my hand and  
seal of office.

  
\_\_\_\_\_  
NOTARY PUBLIC in and for the State of Texas



211 W. 6th St.  
P.O. Box 588  
Taylor, Texas 76574

Payment Register: Summary Section  
Williamson County Justice of the Peace, Pct. 4  
By Date 01/01/2018-01/31/2018

Date Printed: 2/6/2018  
Time Printed: 9:37:36AM

FEE CODE	FEE DESC	ITEMS	TOT PAID	TOT MONEY	CASH	CHECKS	MO	HB 2398	CC	JT	CSR	OTHER	GL CODE
ABSTRACT	ABSTRACT OF JUDGMENT	8	30.00	30.00	0.00	30.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
COPIES	COPIES	1	5.25	5.25	0.00	0.00	0.00	0.00	5.25	0.00	0.00	0.00	0100-0000-341804
DCERT	DEATH CERTIFICATE COPIES	5	100.00	100.00	0.00	40.00	0.00	0.00	60.00	0.00	0.00	0.00	0100-0000-341804
EVICTON	EVICTON FILING FEE	58	1,450.00	1,450.00	150.00	875.00	0.00	0.00	425.00	0.00	0.00	0.00	0100-0000-341804
INDIGENT	CIVIL INDIGENT FEE	120	708.00	708.00	54.00	546.00	0.00	0.00	108.00	0.00	0.00	0.00	0399-0000-208822
SERVE 4	CONSTABLE PRECINCT 4 SEF	89	6,230.00	6,230.00	630.00	3,570.00	0.00	0.00	2,030.00	0.00	0.00	0.00	0100-0000-341904
SMALLCLAM	SMALL CLAIMS FILING FEE	5	125.00	125.00	50.00	50.00	0.00	0.00	25.00	0.00	0.00	0.00	0100-0000-341804
WRIT EXEC	WRIT OF EXECUTION	3	15.00	15.00	5.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
WRIT POSS	WRIT OF POSSESSION	15	55.00	55.00	5.00	25.00	0.00	0.00	25.00	0.00	0.00	0.00	0100-0000-341804
WSERVE 4	CONSTABLE PRECINCT 4 - W	16	1,800.00	1,800.00	150.00	900.00	0.00	0.00	750.00	0.00	0.00	0.00	0100-0000-341904

\*\*\* The Following Fees Do Not Match Any Of The Column Definitions, Therefore Are Included In The "All Other" Column\*\*\*

FEE CODE	FEE DESC	ITEMS	TOT PAID	TOT MONEY	CASH	CHECKS	MO	HB2398	CC	JAIL TIME	CSR	OTHER	GL CODE
AUTOPSY	COPIES OF AUTOPSIES	3	20.00	20.00	20.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
CERTCOPIE	CERTIFIED COPIES	3	6.00	6.00	0.00	0.00	0.00	0.00	6.00	0.00	0.00	0.00	0100-0000-341804
DCOPIES	DEATH CERTIFICATE COI	5	171.00	171.00	0.00	75.00	0.00	0.00	96.00	0.00	0.00	0.00	0100-0000-341804
DEBTCLAIM	DEBTCLAIM	56	1,350.00	1,350.00	0.00	1,350.00	0.00	0.00	0.00	0.00	0.00	0.00	0100.0000.341804
DTO	DUE TO OTHERS	1	200.00	200.00	0.00	200.00	0.00	0.00	0.00	0.00	0.00	0.00	01-0100-0000-20700
EF	E-FILING STATE FEE	120	1,180.00	1,180.00	90.00	910.00	0.00	0.00	180.00	0.00	0.00	0.00	01-0399-0000-20802
JCPTF	JUDICIAL COURT PERSON	120	590.00	590.00	45.00	455.00	0.00	0.00	90.00	0.00	0.00	0.00	01-0399-0000-20835
OCC LICENSE	OCCUPATIONAL LICENSE	1	25.00	25.00	25.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0100.0000.341804
OVER	OVER PAYMENT OF FINE	1	10.00	10.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-209700
TCF	TRUANT CONDUCT FEE	10	450.00	450.00	150.00	0.00	25.00	0.00	275.00	0.00	0.00	0.00	01-0369-0000-34191
TRUANCY CT	TRUANCY CONTEMPT FI	4	300.00	300.00	150.00	0.00	0.00	0.00	150.00	0.00	0.00	0.00	0100-0000-351304
VSPF	VITAL STATISTICS PRESE	5	62.00	62.00	0.00	27.00	0.00	0.00	35.00	0.00	0.00	0.00	01-0385-0000-34140
WRIT GARN	WRIT OF GARNISHMENT	2	10.00	10.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804

<b>TOTALS SUMMARY</b>	651	14,892.25	14,892.25	1,524.00	9,083.00	25.00	0.00	4,260.25	\$0.00	0.00	0.00
<b>Direct Deposit</b>	\$0.00							<b>HB2398</b>	\$0.00		
<b>Cash</b>	\$1,524.00							<b>CSR Credit</b>	\$0.00		
<b>Checks</b>	\$9,083.00							<b>Jail Credit</b>	\$0.00	<b>Post for Refund</b>	\$0.00
<b>Money Orders</b>	\$25.00							<b>Non-Monetary</b>	\$0.00	<b>Over Payments</b>	\$0.00
<b>Credit Cards :</b>	\$4,260.25	<b>Escrow Payments</b>	\$0.00	<b>Transaction Fee</b>	\$0.00						
<b>TOTAL CURRENCY</b>	\$14,892.25	<b>ESCROW PAID</b>	\$0.00	<b>TRAN. FEES</b>	\$0.00	<b>TOTAL</b>	\$0.00	<b>TOTAL PAID</b>	\$0.00		

211 W. 6th St.  
P.O. Box 588  
Taylor, Texas 76574

Payment Register: GL Code Recap  
Williamson County Justice of the Peace, Pct. 4  
By Date 01/01/2018-01/31/2018

Date Printed: 2/6/2018  
Time Printed: 9:37:36AM

GL CODE	GL CODE DESCRIPTION	CURRENCY	CREDIT CARD	OTHERS	DIRECT DEPOSIT	HB 2398	TOTALS
0100-0000-209700		10.00	0.00	0.00	0.00	0.00	10.00
0100-0000-341804		1,345.00	642.25	0.00	0.00	0.00	1,987.25
0100-0000-341904		5,250.00	2,780.00	0.00	0.00	0.00	8,030.00
0100-0000-351304		150.00	150.00	0.00	0.00	0.00	300.00
0100.0000.341804		1,375.00	0.00	0.00	0.00	0.00	1,375.00
0399-0000-208822		600.00	108.00	0.00	0.00	0.00	708.00
01-0399-0000-208022	E-FILING STATE FEE FOR CIVIL	1,000.00	180.00	0.00	0.00	0.00	1,180.00
01-0100-0000-207009	DUE TO OTHERS	200.00	0.00	0.00	0.00	0.00	200.00
01-0369-0000-341917	TRUANT CONDUCT FEE	175.00	275.00	0.00	0.00	0.00	450.00
01-0385-0000-341402	VITAL STATISTICS PRESERVATION	27.00	35.00	0.00	0.00	0.00	62.00
01-0399-0000-208354	JUDICIAL COURT PERSONNEL TRAI	500.00	90.00	0.00	0.00	0.00	590.00
<b>TOTALS :</b>		<b>10,632.00</b>	<b>4,260.25</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>14,892.25</b>

211 W. 6th St.  
P.O. Box 588  
Taylor, Texas 76574

Payment Register: Summary Section  
Williamson County Justice of the Peace, Pct. 4  
By Date 01/01/2018-01/31/2018

Date Printed: 2/6/2018  
Time Printed: 9:34:20AM

FEE CODE	FEE DESC	ITEMS	TOT PAID	TOT MONEY	CASH	CHECKS	MO	HB 2398	CC	JT	CSR	OTHER	GL CODE
AFCAF	COUNTY ARREST FEE	71	229.05	214.05	50.90	0.00	31.82	0.00	131.33	15.00	0.00	0.00	0100-0000-341804
AFDPS	DPS ARREST FEE	217	847.16	847.16	129.64	0.00	183.80	0.00	533.72	0.00	0.00	0.00	0399-0000-208400
AFPA	PARKS & WILDLIFE ARREST	11	55.00	55.00	20.00	0.00	0.00	0.00	35.00	0.00	0.00	0.00	0399-0000-208400
CAF	COUNTY ARREST FEE	1	5.00	5.00	5.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
CS	CHILD SAFETY	5	25.10	25.10	7.80	0.00	0.00	0.00	17.30	0.00	0.00	0.00	0100-0000-341804
CVC	CRIME VICTIMS FUND	3	45.00	15.00	0.00	0.00	0.00	0.00	15.00	0.00	30.00	0.00	0399-0000-208300
DIS	DISMISSAL FEE	16	160.00	160.00	60.00	0.00	30.00	0.00	70.00	0.00	0.00	0.00	0100-0000-341804
DLQ	DELINQUENT COLLECTIONS	30	1,410.88	1,410.88	20.53	0.00	343.99	0.00	1,046.36	0.00	0.00	0.00	01.0100.0000.20701
DSC	DEFENSIVE DRIVING	68	635.67	635.67	100.18	0.00	346.50	0.00	188.99	0.00	0.00	0.00	0100-0000-341804
FINE	FINE	561	45,168.80	41,555.70	4,717.10	0.00	3,024.70	0.00	33,813.90	3,148.10	465.00	0.00	0100-0000-351304
JCPT	JUDICIAL COURT PERSONNE	3	6.00	2.00	0.00	0.00	0.00	0.00	2.00	0.00	4.00	0.00	0399-0000-208500
PWA	PARKS & WILDLIFE ARREST	1	5.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0399-0000-208400
PWF	PARKS AND WILDLIFE FINE	22	2,665.50	2,580.50	745.00	0.00	100.00	0.00	1,735.50	50.00	35.00	0.00	0100-0000-209600
TFC	TRAFFIC	211	496.11	494.29	67.17	0.00	123.27	0.00	303.85	1.82	0.00	0.00	0100-0000-341804

\*\*\* The Following Fees Do Not Match Any Of The Column Definitions, Therefore Are Included In The "All Other" Column\*\*\*

FEE CODE	FEE DESC	ITEMS	TOT PAID	TOT MONEY	CASH	CHECKS	MO	HB2398	CC	JAIL TIME	CSR	OTHER	GL CODE
AFC4.	CONTABLE ARREST FEE	10	42.73	39.70	6.42	0.00	8.28	0.00	25.00	3.03	0.00	0.00	0100-0000-341914
AFHPD	HUTTO POLICE DEPARTM	1	5.00	5.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	0100-0000-341804
AFTHD	THRALL POLICE DEPART	2	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
AWF	AUSTIN POLICE DEPART	1	7.24	7.24	0.00	0.00	0.00	0.00	7.24	0.00	0.00	0.00	0100-0000-341804
BOND	CASH BOND	1	250.00	250.00	0.00	250.00	0.00	0.00	0.00	0.00	0.00	0.00	01-0100-0000-20700
C1W.	CONSTABLE 1 WARRANT	3	59.04	20.89	11.85	0.00	0.00	0.00	9.04	38.15	0.00	0.00	0100-0000-341911
C3W.	CONSTABLE 3 WARRANT	3	17.80	17.80	0.00	0.00	0.00	0.00	17.80	0.00	0.00	0.00	0100-0000-341913
C4W.	CONSTABLE 4 WARRANT	74	1,736.50	1,599.00	362.36	0.00	229.11	0.00	1,007.53	37.50	100.00	0.00	0100-0000-341914
CCC	CONSOLIDATED COURT C	369	10,521.78	10,303.57	1,757.19	0.00	1,862.72	0.00	6,683.66	184.21	34.00	0.00	0399-0000-208160
CHS	COURTHOUSE SECURITY	369	794.48	774.66	131.79	0.00	139.72	0.00	503.15	13.82	6.00	0.00	0360-0000-341150
CHS2A	COURTHOUSE SECURITY	366	261.81	257.20	43.91	0.00	46.59	0.00	166.70	4.61	0.00	0.00	0361-0000-341154
CMI	CORRECTIONAL MANAG	3	1.50	0.50	0.00	0.00	0.00	0.00	0.50	0.00	1.00	0.00	0399-0000-208730
COM	COMMITMENT	41	92.00	55.22	9.18	0.00	9.93	0.00	36.11	26.78	10.00	0.00	0100-0000-341804
CPWF	CEDAR PARK POLICE DE	1	26.00	26.00	0.00	0.00	0.00	0.00	26.00	0.00	0.00	0.00	0100-0000-341804
CWF	WILLIAMSON COUNTY W	4	167.10	67.10	0.00	0.00	0.00	0.00	67.10	100.00	0.00	0.00	0100-0000-341804
FA	FUGITIVE APPREHENSIO	3	15.00	5.00	0.00	0.00	0.00	0.00	5.00	0.00	10.00	0.00	0399-0000-208170
HWF	HUTTO POLICE DEPARTM	6	153.48	153.48	0.00	0.00	83.48	0.00	70.00	0.00	0.00	0.00	0100-0000-341804
IDF	INDIGENT DEFENSE FEE	364	520.96	511.75	87.88	0.00	91.15	0.00	332.72	9.21	0.00	0.00	0399-0000-208703
JCD	JUVENILE CRIME & DELI	3	1.50	0.50	0.00	0.00	0.00	0.00	0.50	0.00	1.00	0.00	0399-0000-208180
JCM	JUVENILE CASE MANAGI	358	1,294.60	1,271.57	217.56	0.00	227.88	0.00	826.13	23.03	0.00	0.00	0103690000370000
JCTF	JUSTICE COURT TECHNO	369	1,059.26	1,032.84	175.73	0.00	186.29	0.00	670.82	18.42	8.00	0.00	0372-0000-341144
JRF	STATE JURY REIMBURSE	366	1,047.26	1,028.84	175.73	0.00	186.29	0.00	666.82	18.42	0.00	0.00	0399-0000-208235
JSF	JUDICIAL SUPPORT FEE	366	1,568.19	1,540.56	263.60	0.00	277.43	0.00	999.53	27.63	0.00	0.00	0399-0000-208352
MISC REV	MISCELLANIOUS REVENI	2	100.90	100.90	100.00	0.00	0.90	0.00	0.00	0.00	0.00	0.00	0100-0000-370500
MV	STATE CIVIL JUSTICE DA	218	17.30	17.24	2.79	0.00	4.03	0.00	10.42	0.06	0.00	0.00	0399-0000-208415
OGW	OVER GROSS WEIGHT	1	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0399-0000-208850
REL	RELEASE	41	92.00	55.22	9.18	0.00	9.93	0.00	36.11	26.78	10.00	0.00	0100-0000-341804
RRWF	ROUND ROCK POLICE DE	6	78.85	48.54	15.75	0.00	0.00	0.00	32.79	30.31	0.00	0.00	0100-0000-341804
SPF	SPECIAL PROCESSING FE	3	400.00	400.00	300.00	0.00	0.00	0.00	100.00	0.00	0.00	0.00	0100-0000-341804
STF	STATE TRAFFIC FEE	210	4,930.84	4,912.68	671.77	0.00	1,232.70	0.00	3,008.21	18.16	0.00	0.00	0399-0000-208425
SUB	SUBPOENA FEE	2	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341914
SUM	SUMMONS FEE	47	128.76	128.76	15.85	0.00	0.65	0.00	112.26	0.00	0.00	0.00	0100-0000-341914
SWF	STATE WARRANT FEE	2	57.50	57.50	0.00	0.00	0.00	0.00	57.50	0.00	0.00	0.00	0399-0000-208400
TP	TIME PAYMENT	133	1,657.88	1,564.13	242.31	0.00	69.11	0.00	1,252.71	43.75	50.00	0.00	0399-0000-208860
TPDF	TRUANCY PREVENTION .	335	499.68	494.47	87.00	0.00	88.25	0.00	319.22	5.21	0.00	0.00	01-0399-0000-20803
TWFIN	TOLLWAY ADMINISTRATI	33	1,797.92	1,797.92	72.43	0.00	115.34	0.00	1,610.15	0.00	0.00	0.00	0100-0000-207027

<b>TOTALS SUMMARY</b>	5336	81,159.13	76,546.13	10,683.60	250.00	9,053.86	0.00	56,558.67	\$3,844.00	769.00	0.00
<b>Direct Deposit</b>	\$0.00							<b>HB2398</b>		\$0.00	
<b>Cash</b>	\$10,683.60							<b>CSR Credit</b>		\$769.00	
<b>Checks</b>	\$250.00							<b>Jail Credit</b>		\$3,844.00	<b>Post for Refund</b> \$0.00
<b>Money Orders</b>	\$9,053.86							<b>Non-Monetary</b>		\$0.00	<b>Over Payments</b> \$0.00
<b>Credit Cards :</b>	\$56,558.67	<b>Escrow Payments</b>	\$0.00	<b>Transaction Fee</b>	\$0.00						
<b>TOTAL CURRENCY</b>	\$76,546.13	<b>ESCROW PAID</b>	\$0.00	<b>TRAN. FEES</b>	\$0.00	<b>TOTAL</b>	\$4,613.00	<b>TOTAL PAID</b>	\$0.00		

Detailed report has been sent to Auditor's Office.

CRIMINAL

211 W. 6th St.  
P.O. Box 588  
Taylor, Texas 76574

Payment Register: GL Code Recap  
Williamson County Justice of the Peace, Pct. 4  
By Date 01/01/2018-01/31/2018

Date Printed: 2/6/2018  
Time Printed: 9:34:20AM

GL CODE	GL CODE DESCRIPTION	CURRENCY	CREDIT CARD	OTHERS	DIRECT DEPOSIT	HB 2398	TOTALS
01-0100-0000-207008		250.00	0.00	0.00	0.00	0.00	250.00
0100-0000-209600		845.00	1,735.50	85.00	0.00	0.00	2,665.50
0100-0000-341804		1,260.09	1,091.82	220.69	0.00	0.00	2,572.60
0100-0000-341911		11.85	9.04	38.15	0.00	0.00	59.04
0100-0000-341913		0.00	17.80	0.00	0.00	0.00	17.80
0100-0000-341914		622.67	1,144.79	140.53	0.00	0.00	1,907.99
0100-0000-351304		7,741.80	33,813.90	3,613.10	0.00	0.00	45,168.80
0100-0000-370500		100.90	0.00	0.00	0.00	0.00	100.90
0360-0000-341150		271.51	503.15	19.82	0.00	0.00	794.48
0361-0000-341154		90.50	166.70	4.61	0.00	0.00	261.81
0372-0000-341144		362.02	670.82	26.42	0.00	0.00	1,059.26
0399-0000-208160		3,619.91	6,683.66	218.21	0.00	0.00	10,521.78
0399-0000-208170		0.00	5.00	10.00	0.00	0.00	15.00
0399-0000-208180		0.00	0.50	1.00	0.00	0.00	1.50
0399-0000-208235		362.02	666.82	18.42	0.00	0.00	1,047.26
0399-0000-208300		0.00	15.00	30.00	0.00	0.00	45.00
0399-0000-208352		541.03	999.53	27.63	0.00	0.00	1,568.19
0399-0000-208400		333.44	626.22	5.00	0.00	0.00	964.66
0399-0000-208425		1,904.47	3,008.21	18.16	0.00	0.00	4,930.84
0399-0000-208500		0.00	2.00	4.00	0.00	0.00	6.00
0399-0000-208730		0.00	0.50	1.00	0.00	0.00	1.50
0399-0000-208850		0.00	0.00	0.00	0.00	0.00	0.00
0399-0000-208860		311.42	1,252.71	93.75	0.00	0.00	1,657.88
0399.0000.208703		179.03	332.72	9.21	0.00	0.00	520.96
0399-0000-208415		6.82	10.42	0.06	0.00	0.00	17.30
0100-0000-207027		187.77	1,610.15	0.00	0.00	0.00	1,797.92
01.0100.0000.207017	DLQ FEE	364.52	1,046.36	0.00	0.00	0.00	1,410.88
0103690000370000	JUVENILE CASE MANAGER FUND	445.44	826.13	23.03	0.00	0.00	1,294.60
01-0399-0000-208034	TRUANCY PREVENTION AND DIVEI	175.25	319.22	5.21	0.00	0.00	499.68
<b>TOTALS :</b>		<b>19,987.46</b>	<b>56,558.67</b>	<b>4,613.00</b>	<b>0.00</b>	<b>0.00</b>	<b>81,159.13</b>

**Commissioners Court - Regular Session**

11.

**Meeting Date:** 02/13/2018

Racial Profiling Report

**Submitted By:** Brian Olson, Constable Pct. #4

**Department:** Constable Pct. #4

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on approving the 2017 Racial Profiling Report for Constable 4.

**Background**

The Texas Code of Criminal Procedure requires annual reporting of racial profiling statistics to both the Texas Commission On Law Enforcement and the local governing body of the department submitting this data. The information in this report is the result of all contacts with the public that were detained by probable cause or reasonable suspicion for an alleged offense in a motor vehicle that resulted in a criminal charge being filed with the appropriate court.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

[2017 Racial Profiling Report](#)

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Brian Olson

Final Approval Date: 02/07/2018

**Reviewed By**

Wendy Coco

**Date**

02/07/2018 10:22 AM

Started On: 01/29/2018 04:51 PM

# OFFICE OF CONSTABLE MARTIN D. RUBLE

Justice Precinct Four  
County of Williamson  
State of Texas



412 Vance Street #3  
Taylor, Texas 76574  
Office (512) 352-4181

January 24, 2018

To: Williamson County Commissioner's Court  
From: Marty Ruble, Constable Precinct 4

Re: Racial Profiling Report

In compliance with Texas Code of Criminal Procedure Article 2.131 – 2.138, the attached 2017 racial profiling report is being submitted to the Williamson County Commissioner's Court who is the governing body for the Precinct 4 Constable's Office.

The data collected in the racial profiling report is required documentation as a result of all contacts with the public either through traffic or pedestrian stops that were detained by probable cause or reasonable suspicion for an alleged offense.

A total of 47 detentions occurred and reflect the following demographic statistics:

- 6 African
- 1 Asian
- 26 Caucasian
- 14 Hispanic
- 0 Middle Eastern
- 0 Native American

It is my determination that after a comprehensive examination of this report, no deputy employed by this agency has engaged in racial profiling.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Marty Ruble", is written over a horizontal line.

Marty Ruble  
Constable Precinct 4

# Racial Profiling Report | Tier one

<b>Agency Name:</b>	Williamson County Constable 4
<b>Reporting Date:</b>	01/24/2018
<b>TCOLE Agency Number:</b>	491104
<b>Chief Administrator:</b>	Martin Ruble
<b>Agency Contact Information:</b>	
<b>Phone:</b>	512-352-4181
<b>Email:</b>	N/A
<b>Mailing Address:</b>	412 VANCE STREET #3 TAYLOR Texas 76574

This Agency claims partial racial profiling report exemption because:

Our vehicles that conduct motor vehicle stops are equipped with video and audio equipment and we maintain videos for 90 days.

Certification to This Report 2.132 (Tier 1), Partial Exemption

Article 2.132(b) CCP Law Enforcement Policy on Racial Profiling

Williamson County Constable 4 has adopted a detailed written policy on racial profiling. Our policy:

- 1.) clearly defines acts constituting racial profiling;
- 2.) strictly prohibits peace officers employed by the Williamson County Constable 4 from engaging in racial profiling;
- 3.) implements a process by which an individual may file a complaint with the Williamson County Constable 4 if the individual believes that a peace officer employed by the Williamson County Constable 4 has engaged in racial profiling with respect to the individual;
- 4.) provides public education relating to the agency's complaint process;
- 5.) requires appropriate corrective action to be taken against a peace officer employed by the Williamson County Constable 4 who, after an investigation, is shown to have engaged in racial profiling in violation of the Williamson County Constable 4's policy adopted under this article;
- 6.) require collection of information relating to motor vehicle stops in which a citation is issued and to arrests made as a result of those stops, including information relating to:

a.) the race or ethnicity of the individual detained;

b.) whether a search was conducted and, if so, whether the individual detained consented to the search; and

c.) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual; and

7.) require the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision(6) to:

a.) the Commission on Law Enforcement; and

b.) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

**Executed by:** Martin Ruble

Chief Administrator

**Williamson County Constable 4**

**Date:** 01/24/2018

Williamson County Constable 4 Motor Vehicle Racial Profiling Information

Total stops: 47

Number of motor vehicle stops

Citation only: 46

Arrest only: 1

Both: 0

Race or ethnicity

African: 6

Asian: 1

Caucasian: 26

Hispanic: 14

Middle eastern: 0

Native american: 0

Was race known ethnicity known prior to stop?

Yes: 2

No: 45

Was a search conducted

Yes: 0

No: 47

Was search consented?

Yes: 0

No: 0

Submitted electronically to the



The Texas Commission on Law Enforcement

**Commissioners Court - Regular Session**

12.

**Meeting Date:** 02/13/2018

CAPCOG Clean Air Coalition reappointment

**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 County Commissioner Terry Cook as Williamson County's representative to the Central Texas Clean Air Coalition. Term to begin on January 1, 2018 and ending on December 31, 2019.

**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: 02/07/2018

**Reviewed By**

Wendy Coco

**Date**

02/07/2018 10:22 AM

Started On: 02/06/2018 03:35 PM

**Commissioners Court - Regular Session**

**13.**

**Meeting Date:** 02/13/2018

Discuss consider and take appropriate action on approval of the final plat for the Paloma Lake Section 25 subdivision - Pct 4

**Submitted For:** Terron Evertson

**Submitted By:** Adam Boatright, Infrastructure

**Department:** Infrastructure

**Division:** Road & Bridge

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider, and take appropriate action on approval of the final plat for the Paloma Lake Section 25 subdivision - Pct 4

**Background**

This is the next section of the Paloma Lake development. It consists of 85 single family lots and 3,291 feet of new public roads. Roadway and drainage construction has been completed.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Paloma Lake Section 25

**Form Review**

**Inbox**

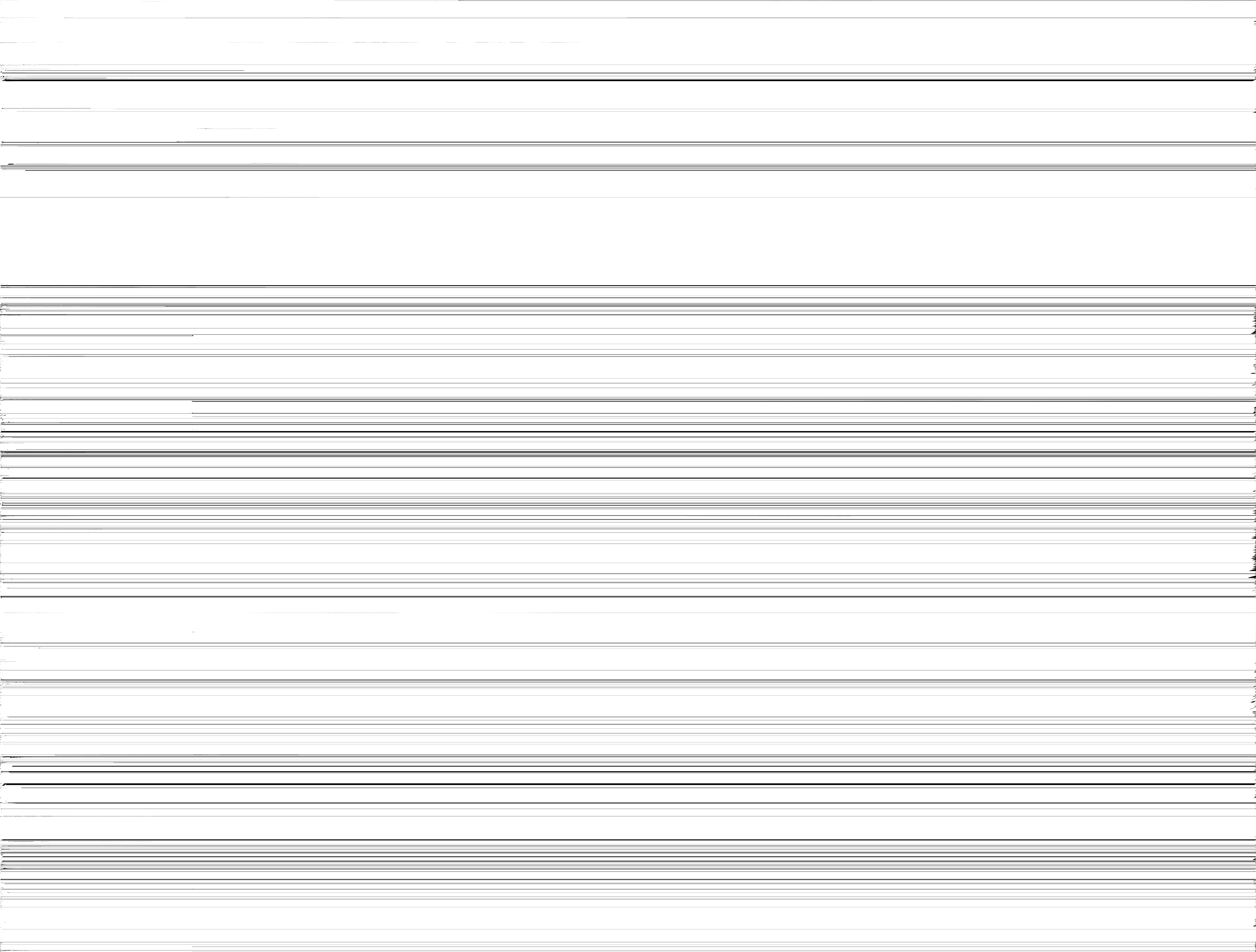
County Judge Exec Asst.  
Form Started By: Adam Boatright  
Final Approval Date: 02/08/2018

**Reviewed By**

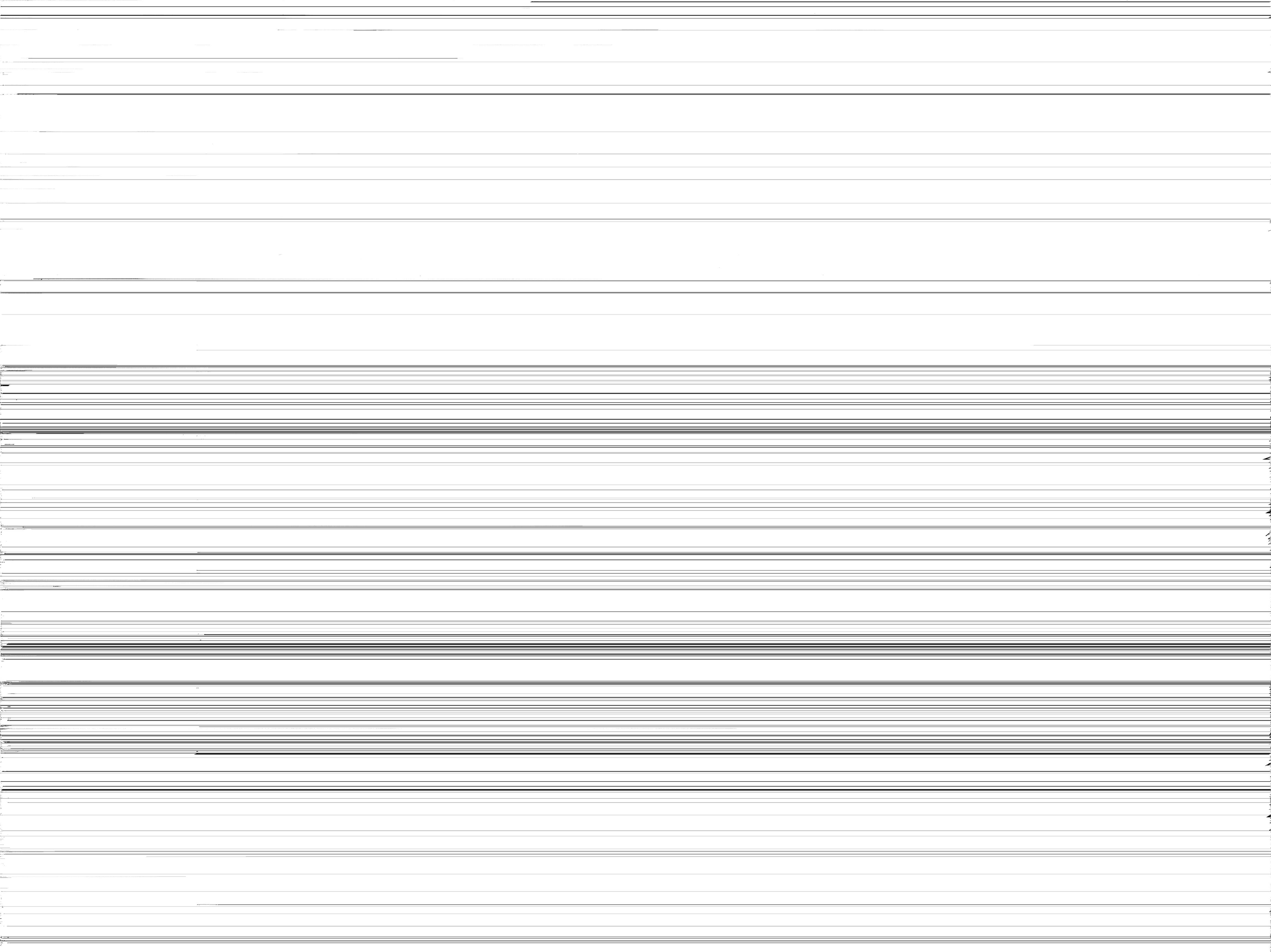
Wendy Coco

**Date**

02/08/2018 12:15 PM  
Started On: 02/08/2018 11:14 AM







**Commissioners Court - Regular Session**

14.

**Meeting Date:** 02/13/2018

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: 01/23/2018

**Reviewed By**

Wendy Coco

**Date**

01/23/2018 02:22 PM  
Started On: 01/23/2018 12:45 PM

**Commissioners Court - Regular Session**

15.

**Meeting Date:** 02/13/2018

North Mays Extension LJA Contract Amendment No. 2

**Submitted By:** Marie Walters, Road Bond

**Department:** Road Bond

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on Contract Amendment No. 2 to the North Mays Extension contract between Williamson County and LJA Engineering, Inc. relating to the 2013 Road Bond Program. Project: P224 North Mays Ext. Funding Source: Road Bonds.

**Background**

The amendment is needed to add Steger-Bizzell rates to LJA's contract and also to increase the compensation cap from \$1,575,000 to \$1,670,00 to cover construction phase services (WA#3) and additional engineering work (SWA#4 to WA#2) needed to modify an existing pond impacted by the roadway right of way.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

[NorthMaysExt-LJA-ContractAmendment2](#)

[NorthMaysExt-LJA-SWA4WA2](#)

[NorthMaysExt-LJA-WA3](#)

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Marie Walters

Final Approval Date: 02/08/2018

**Reviewed By**

Wendy Coco

**Date**

02/08/2018 12:15 PM

Started On: 02/08/2018 11:29 AM



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

**WILLIAMSON COUNTY ROAD BOND PROJECT:**  
**North Mays Extension (Paloma Dr. to Oakmont Dr.) ("Project")**

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

WHEREAS, the County and the Engineer executed the Williamson County Contract for Engineering Services dated effective January 26, 2015 (the "Contract");

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

WHEREAS, the "Compensation Cap" under Article 5 of the Contract limits the maximum amount payable under the Contract to \$1,575,000; and,

WHEREAS, the Rate Schedule in Exhibit D of the Contract are limited to the rates noted in said Exhibit D; and,

WHEREAS, it has become necessary to amend the Contract.

**AGREEMENT**

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

- I. The Compensation Cap under Article 5 of the Contract is hereby increased from \$ 1,575,000 to \$ 1,670,000.
- II. The hourly rates in the original Exhibit D of the Contract are hereby amended as shown in the attached revised Exhibit D (must be attached).

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

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

**ENGINEER:**

**COUNTY:**

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

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

Ken Schrock  
Printed Name

\_\_\_\_\_  
Printed Name

Senior Vice President  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

*OK*  
*7/28/2016*



## Rate Schedule

Effective June 26, 2014

(All Rates Per Hour)

Engineer (Principal)	\$233.00
Senior Engineer	\$216.00
Engineer (P.E.)	\$161.00
Project Manager	\$216.00
Engineer in Training (EIT)	\$133.00
Graduate Engineer	\$128.00
Senior Technician	\$128.00
GIS Technician	\$105.00
Design Technician	\$105.00
CADD Technician/ Draftsman	\$100.00
Survey Technician/ Draftsman	\$100.00
Registered Surveyor	\$134.00
Surveyor in Training (SIT)	\$105.00
1 Man Survey	\$145.00
2 Man Survey Party	\$160.00
3 Man Survey Party	\$175.00
Field Inspector	\$ 90.00
Clerical	\$ 72.00
Student Technician	\$ 33.00

Mileage

Current IRS Rate

Note: Expert Witness Fees are billed at 1.5 times the hourly rate.

**ADDRESS**

1978 S. AUSTIN AVENUE | GEORGETOWN, TX 78626

**PHONE**

512.930.9412

**FAX**

512.930.9416

**WEB**

STEGERBIZZELL.COM

TEXAS REGISTERED ENGINEERING FIRM F-181

**SERVICES**

>> ENGINEERS

>> PLANNERS

>> SURVEYORS



**SUPPLEMENTAL WORK AUTHORIZATION NO. 4  
TO  
WORK AUTHORIZATION NO. 2**

**WILLIAMSON COUNTY ROAD BOND PROJECT:  
North Mays Extension (Paloma Dr. to Oakmont Dr.)**

This Supplemental Work Authorization No. 4 to Work Authorization No. 2 is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated January 26, 2015 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and LJA Engineering, Inc. (the "Engineer").

WHEREAS, the County and the Engineer executed Work Authorization No. 2 dated effective May 5, 2016 (the "Work Authorization");

WHEREAS, pursuant to Article 14 of the Contract, amendments, changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization; and

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

**AGREEMENT**

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

- I. The Services to be Provided by the County that were set out in the original Attachment "A" of the Work Authorization are hereby amended, changed and modified as shown in the attached revised Attachment "A" (must be attached).
- II. The Services to be Provided by the Engineer that were set out in the original Attachment "B" of the Work Authorization are hereby amended, changed and modified as shown in the attached revised Attachment "B" (must be attached).
- III. The Work Authorization shall terminate on December 31, 2018. The Services to be Provided by the Engineer shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The revised Work Schedule is attached hereto as Attachment "C" (must be attached).
- IV. The maximum amount payable for this Work Authorization is increased from \$746,616.25 to \$832,693.00. The revised Fee Schedule is attached hereto as Attachment "D" (must be attached).

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

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

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

**ENGINEER:**

By: *Kenneth G. Schrock*  
Signature

KENNETH G. SCHROCK, PE  
Printed Name

*Sr. Vice President*  
Title

*2/2/18*  
Date

**COUNTY:**

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

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**LIST OF ATTACHMENTS**

- Attachment A – Services to be Provided by the County
- Attachment B – Services to be Provided by the Engineer
- Attachment C – Work Schedule
- Attachment D - Fee Schedule

*OK  
my 2/2/18*

**ATTACHMENT A**

**SERVICES TO BE PROVIDED BY WILLIAMSON COUNTY  
North Mays (Arterial M)**

1. Williamson County will provide a Project Manager, through their GEC, to serve as the primary point of contact for the consultant.
2. Williamson County or its GEC, will act as direct contact with City of Round Rock.
3. Williamson County shall provide all existing CADD files.
4. Williamson County will provide timely reviews in conjunction with the agreed upon schedule. It is our understanding that Round Rock will also provide reviews through Williamson County GEC.
5. Williamson County will provide right-of-way acquisition services for this project.
6. Williamson County will provide right-of-way relocation assistance if necessary.
7. Williamson County will provide utility coordination services for this project.
8. Williamson County will provide S.U.E. services for this project, if needed.
9. Williamson County will provide TDLR review and registration for this project.

## **ATTACHMENT B – Services to be Provided by the Engineer**

The Engineer will perform the following tasks listed below as a supplemental services to the original work authorization which generally include the design of a detention pond and construction phase services:

### **TASK 1 – PROJECT MANAGEMENT AND COMMUNICATION PLAN**

The Engineer will:

- ◆ **Invoicing, Contract Document Coordination, Progress Reports**
  - Prepare monthly progress reports and send with invoice to County & GEC via email/ProjectWise.
  - Prepare monthly invoices for submission to the County for all requests for payment.
- ◆ **Coordinate with the City of Round Rock, GEC, & GEC Utility Coordinator**
  - Coordinate with the GEC and assist in coordination with the City of Round Rock and GEC Utility Coordinator.
- ◆ **Manage Sub Consultants**
  - Prepare Subcontracts and monitor budget, scope and schedule for subconsultant work. Ensure that deliverables are on time and communicate with subconsultants throughout the design.
- ◆ **Meetings**
  - Attend Pond Design Draft Review Meeting

### **TASK 2 – SURVEY SERVICES**

---

The Engineer will:

- ◆ **Set Control**
  - Recover, verify and utilize established control (previous work on project). The values will be relative to NAD 83 Texas State Plane Coordinates, Central Zone 4203 (scaled to surface values). Vertical Datum will be GPS Orthometric heights and projected through the length of the project.
- ◆ **Collect Data**
  - Collect spot elevations and grade breaks. The data will include curbs, gutters, driveways, portions of parking areas, visible utilities, drainage features, trees (ornamentals and/or 8" and up dbh) and any improvement within the defined area. NOTE: reasonable attempts for measurement at silted drainage structures will be performed. Significant excavation of silt could result in seeking of additional fees for data acquisition.
- ◆ **Process Data**

- Generate a 1 foot contour level interval DTM file of the project area and merge with the existing file.
- 

### **TASK 3 –PLANS, SPECIFICATIONS, AND ESTIMATE (PS&E) DEVELOPMENT**

The Engineer will:

#### **◆ Roadway Plans**

- Update drainage design and drainage plan sheets to incorporate pond design.
- Update Cross Sections to reflect grading associated with the pond design.
- Incorporate Pond Design Sheets into the overall plan set.

#### **◆ Detention Pond Design**

- Prepare construction drawings and specifications for the reconfiguration of the detention pond in accordance with the latest City of Round Rock Design and Construction Standards and generally accepted engineering practices. Plans will not be developed as a stand-alone set but will be formatted to be included with the Client's plan package. Plans are anticipated to include the following general sections:
  - General Notes and Estimated Quantities
  - Existing Conditions
  - Demolition Plan
  - Site Plan
  - Grading Plan
  - Retaining Wall Layout
  - Standard Details
- Analyze Client's roadway improvement plans and coordinate minor adjustments to the pond and/or roadway design, as necessary.
- Prepare project quantities and a probable cost of construction for the pond reconfiguration.
- Submit plans to Client for review. Modify plans based on comments received.
- Submit Site Plan to City of Round Rock staff for review and modify plans based on comments received. The estimated submittal fee(s) is \$1,300 based on a project site size of 2.5 acres. This fee is included in the Fee Schedule as a direct expense. Any additional work or fee(s) required by the City of Round Rock and not explicitly described herein warrants a modification to this scope and fee.
- The pond design has the following exclusions:
  - Modifications to the existing water quality pond, and resulting coordination with TCEQ
  - Parking lot design
  - Landscape or Irrigation design
  - Geologic Assessment

- Public Involvement (meetings with landowners, etc.)
- Work in any area outside of the Project Limits
- TDLR review & inspection (no pedestrian elements proposed)

◆ **Utility Coordination**

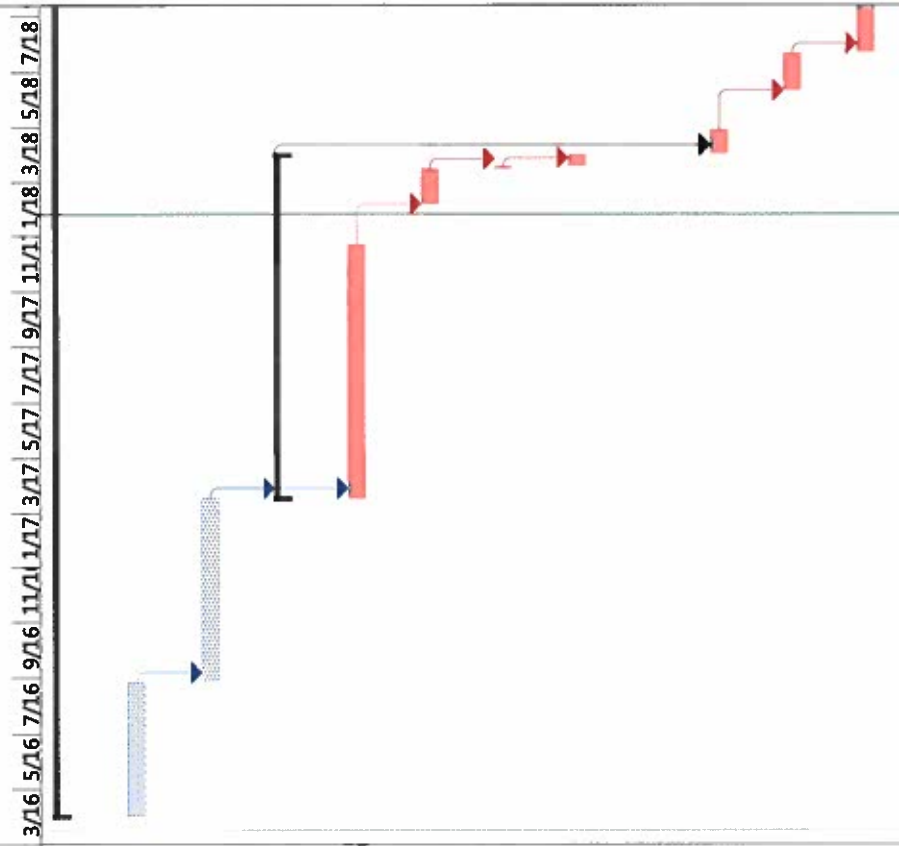
- Update design files with GEC Utility Coordinator and incorporate any additional utility information into plan sheets.

◆ **QA/QC**

- Require these reviews: Detailed Check Review for all designs, Inter-discipline coordination review, detailed plan and construction reviews, and County oversight review.
- PM will maintain documentation of the reviews and it will be made available to the County at their request. All submittals will include a red line set.

**Attachment C**

ID	Task Mode	Task Name	Duration	Start	Finish
1		<b>PS&amp;E Development</b>	<b>891 days</b>	<b>Fri 4/1/16</b>	<b>Fri 8/30/19</b>
2		60% Design	105 days	Fri 4/1/16	Thu 8/25/16
3		90% Design	145 days	Fri 8/26/16	Thu 3/16/17
4		<b>100% Design</b>	<b>271 days</b>	<b>Fri 3/17/17</b>	<b>Fri 3/30/18</b>
5		100% Plan Development	200 days	Fri 3/17/17	Thu 12/21/17
6		Pond Design	29 days	Mon 2/5/18	Thu 3/15/18
7		Draft Pond Submittal	1 day	Fri 3/16/18	Fri 3/16/18
8		Pond Review (Landowner & City & GEC)	10 days	Mon 3/19/18	Fri 3/30/18
9		Final Submittal	20 days	Mon 4/2/18	Fri 4/27/18
10		Bidding	30 days	Mon 6/11/18	Fri 7/20/18
11		Construction	290 days	Mon 7/23/18	Fri 8/30/19



Project: North Mays WA#2  
 Supplemental #4  
 Date: Thu 1/25/18

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

ATTACHMENT D

<b>SERVICES FOR NORTH MAYS WA#2 Supp #4:</b>	
<b>LABOR</b>	
LJA	\$22,390.00
Steger Bizzell (Sub Consultant - Pond Design)	\$58,628.00
Inland Geodetics (Sub Consultant - Survey)	\$3,703.00
<b>DIRECT COSTS</b>	
LJA	\$55.75
Steger Bizzell (Sub Consultant - Pond Design)	\$1,300.00
Inland Geodetics (Sub Consultant - Survey)	-
<b>TOTAL FOR WA#2 Supplemental #4</b>	<b>\$86,076.75</b>

TASK DESCRIPTION	North Mays										Hours/Sheet	
	Senior Project Manager	Senior Engineer	Project Engineer	E.I.T.	Senior Engineering Tech	CADD Operator	Admin	Total	Number of Sheets			
	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS			
<b>TASK 1 - PROJECT MANAGEMENT AND COMMUNICATION PLAN</b>												
1.1	Investing, Contract Document Coord, Progress Reports Monthly Progress Reports & Invoicest (3 Months)		5.0						5.0			10.0
1.2	Coordinate with GEC Coordinate with City	1.0	8.0									9.0
1.3	Manage Sub Consultants Manage Inland Manage Steger Bizzell	1.0	4.0	4.0								9.0
1.4	Meetings Attend Pond Draft Submittal Comment Response Meeting	2.0		2.0								4.0
	<b>SUB TOTAL HOURS</b>	5.0	41.0	22.0	0.0	0.0	0.0	0.0	5.0			73.0
	<b>SUB TOTAL FEE</b>	\$1,075	\$7,175	\$3,190	\$0	\$0	\$0	\$0	\$350			\$11,790
<b>TASK 2 - SURVEY SERVICES</b>												
2.1	Additional Topographic Survey See Inland Geodetics Fee											
<b>TASK 3 - PLANS, SPECIFICATIONS, AND ESTIMATE (P&amp;S&amp;E) DEVELOPMENT</b>												
3.1	Roadway Plans Update Drainage Plans for Pond Update Cross Sections for Pond Include Pond Design Sheets into plan set		2.0	8.0	8.0					16.0		34.0
				4.0	4.0			8.0				16.0
				2.0	4.0					4.0		10.0
3.2	Detention Pond Design See Steger Bizzell Fee											
3.3	Utility Coordination Additional Coordination with GEC UC			4.0	4.0							8.0
3.4	GAQC Review Pond Design											
	<b>SUB TOTAL HOURS</b>	0.0	8.0	26.0	20.0	8.0	8.0	20.0	0.0	20.0		84.0
	<b>SUB TOTAL FEE</b>	\$0	\$1,750	\$3,770	\$2,600	\$680	\$0	\$1,800	\$0	\$1,600.0		\$10,600.0
<b>TOTAL North Mays Tasks</b>												
	<b>TOTAL HOURS (LJA)</b>	5.0	51.0	48.0	20.0	8.0	8.0	20.0	5.0			157.0
	<b>TOTAL LABOR FEE (LJA)</b>	\$1,075	\$8,925	\$6,960	\$2,600	\$680	\$0	\$1,600	\$350			\$22,390

## LJA'S OVERHEAD DIRECT COSTS

DIRECT REIMBURSABLE EXPENSES	Rate	Quantity	Cost
Lodging/Hotels	\$85.00		
Meals	\$36.00		
Mileage	\$0.58	50	\$28.75
Rental Car	\$45.00		
Standard Postage	\$0.42		
Overnight Mail - letter size	\$16.00		
Overnight Mail - oversized box	\$30.00		
Courier Services (Deliveries)	\$30.00		
CADD Plotting (per SQ/FT)	\$1.50		
Photocopies B/W (8.5 X 11)	\$0.10	20	\$2.00
Photocopies B/W (11 X 17)	\$0.15	50	\$7.50
Photocopies Color (8 X 10)	\$0.75	10	\$7.50
Photocopies Color (11 X 17)	\$1.00	10	\$10.00
Blue/Blackline Prints (11" X 17")	\$0.20		
Blue/Blackline Prints (22" X 34")	\$0.50		
Plots (B/W on Bond)	\$0.25		
Plots (Color on Bond)	\$2.00		
Plots (Color on Photographic Paper)	\$5.50		
Mylar (11" X 17")	\$3.00		
Traffic Count	\$2,000.00		
CD Archive	\$1.50		
TCEQ SCS Filing Fee	\$650.00		
TDLR Registration and Inspection	\$1,450.00		
<b>TOTAL LJA DIRECT COSTS</b>			<b>\$55.75</b>



**Estimated Fee Schedule**

Task and Description	Engineer (Principal)	Senior Engineer	Engineer (PE)	Registered Surveyor	Engineer in Training	Senior Technician	Clerical	2-Man Survey	Direct Expense(s)	Total Estimate
<b>Hourly Rate:</b>	233	216	161	134	133	128	72	160		
<b>Design Phase</b>										
a. Prepare construction drawings and specs	2	8	80		150					35,024
b. Proposed roadway coordination			12		8					2,996
c. Prepare project quantities and cost estimate			8		12					2,884
d. Client review and revisions			12		40					7,252
e. Prepare and submit SDP to City			8		16				1300	3,416
<b>Subtotal Hours:</b>	<b>2</b>	<b>8</b>	<b>120</b>	<b>0</b>	<b>226</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>356</b>
<b>Subtotal Fees:</b>	<b>\$466</b>	<b>\$1,728</b>	<b>\$19,320</b>	<b>\$0</b>	<b>\$30,058</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,300</b>	<b>\$52,872</b>
<b>Bidding and Construction Phase Services</b>										
a. Respond to Bidder questions as necessary			8		8					2,352
b. Prepare change orders and RFI's as necessary			8		8					2,352
c. Site Visits (4 max)			8		8					2,352
<b>Subtotal Hours:</b>	<b>0</b>	<b>24</b>	<b>24</b>	<b>0</b>	<b>24</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>48</b>
<b>Subtotal Fees:</b>	<b>\$0</b>	<b>\$0</b>	<b>\$3,864</b>	<b>\$0</b>	<b>\$3,192</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$7,056</b>
<b>TOTAL HOURS:</b>	<b>2</b>	<b>8</b>	<b>144</b>	<b>0</b>	<b>250</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>404</b>

RECEIVED  
FEB 06 2018  
BY: PST

**EXHIBIT C**

**WORK AUTHORIZATION NO. 3**

**PROJECT: North Mays Extension**

This Work Authorization No. 3 is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated April 7, 2015 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and LJA Engineering, Inc. (the "Engineer").

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

Part 2. The maximum amount payable for services under this Work Authorization without modification is \$51,872.25.

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

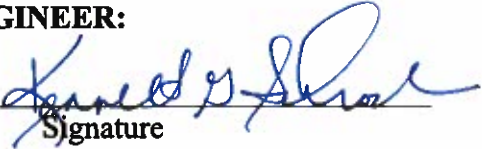
Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on December 31, 2019. The Engineering Services set forth in the Attachment "B" of this Work Authorization shall be fully completed on or before said date 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. This Work Authorization is hereby accepted and acknowledged below.

OK  
2/2/18

**ENGINEER:**

By:   
Signature

Kenneth G. Schrock, PE  
Printed Name

Senior Vice President  
Title

2/2/18  
Date

**COUNTY:**

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

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## **LIST OF ATTACHMENTS**

**Attachment A – Services to be Provided by County**

**Attachment B – Services to be Provided by Engineer**

**Attachment C – Work Schedule**

**Attachment D- Fee Schedule**

**ATTACHMENT A**

**SERVICES TO BE PROVIDED BY WILLIAMSON COUNTY  
North Mays (Arterial M)**

1. Williamson County will provide a Project Manager, through their GEC, to serve as the primary point of contact for the consultant.
2. Williamson County or its GEC, will act as direct contact with City of Round Rock.
3. Williamson County shall provide all Construction Phase Services Activities not specifically noted in Attachment B, such as Inspection, Materials Testing and Oversight.

## **ATTACHMENT B – Services to be Provided by the Engineer**

The Engineer will perform the following tasks listed below as a supplemental services to the original work authorization which generally include the design of a detention pond and construction phase services:

### **TASK 1 – PROJECT MANAGEMENT AND COMMUNICATION PLAN**

The Engineer will:

- ◆ **Invoicing, Contract Document Coordination, Progress Reports**
  - Prepare monthly progress reports and send with invoice to County & GEC via email/ProjectWise.
  - Prepare monthly invoices for submission to the County for all requests for payment.
- ◆ **Coordinate with GEC**
  - Coordinate with GEC regarding construction related activities.
  - Coordinate with Sub Consultants regarding construction related activities.

### **TASK 2 –CONSTRUCTION PHASE SERVICES**

---

The Engineer will:

- ◆ **Construction Phase Services**
  - Request For Information – RFIs (15 Assumed):
    - Attend site visits and/or meetings to gather data and information for RFI responses.
    - Respond to Contractor RFIs and provide design clarifications, additional information, and additional data to the GEC as required.
- ◆ **Review Contractor Submittals & Shop Drawings (40 Assumed):**
  - Review Contractor submittals and shop drawings received from the GEC. Shop drawings will be reviewed for general conformance with the plans and specifications and will include providing stamped concurrence, exceptions or resubmittal notations to the Contractor.
- ◆ **Plan Revisions For Field Changes (10 Sheets Assumed):**
  - Provide minor revisions to plans in order to address differing site conditions, third party accommodation, or other owner directed changes. Revisions to plans will include revision clouds around any changes, will include descriptions and quantities of changes, CAD files, and will be sealed by a professional engineer.
- ◆ **Attend Meetings (5 Assumed):**

- Attend meetings at the project site or Williamson County representative office, as requested.
- Visit the project site on request (2 hours per visit) during construction to address questions on interpretation of plans.

◆ **Water Quality BMP Certification:**

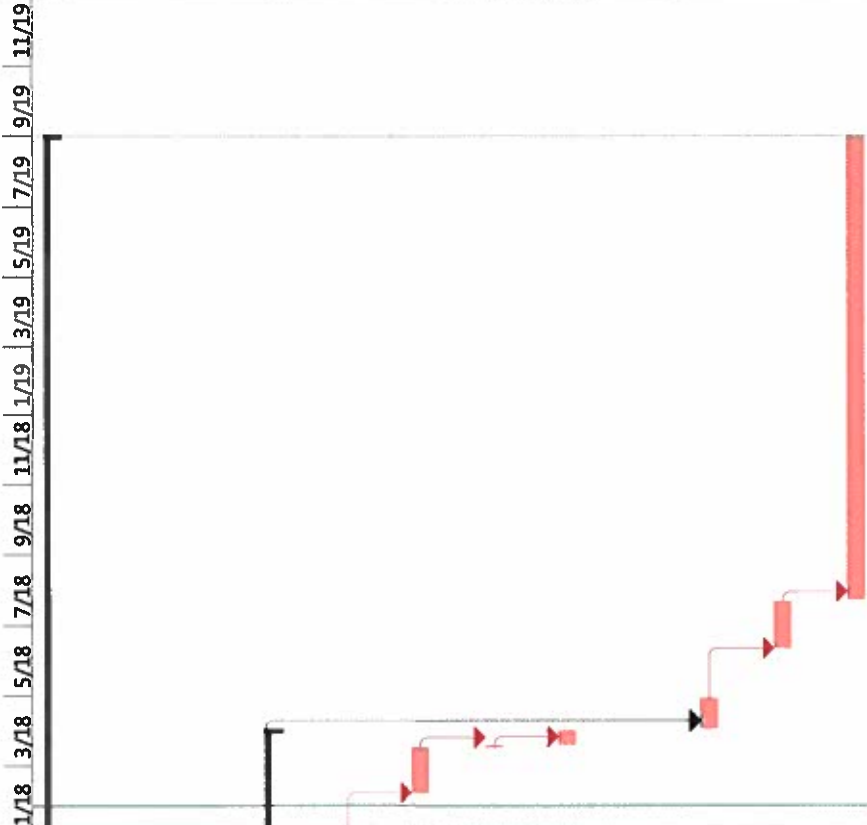
- Visit the project site and review the construction work related to adherence to the permanent water quality design plans. Provide a list of issues to be corrected to the GEC, if necessary.
- Prepare and submit to TCEQ a letter certifying that the permanent BMPs were constructed as designed.

◆ **WCID Permit Site Visit**

- Visit the site one time per month while construction is occurring within the Inundation Easement (assumed 6 months). Document the site visit with photos and using Engineering Judgement determine if construction is progressing per the plans with regards to earthwork within the limits of the Inundation Easement.
  - Send a letter sign and sealed by a Licensed Professional Engineer in the State of Texas stating that earthwork construction within the Inundation Easement is proceeding per the plans to the City of Round Rock Watershed Department.
-

**Attachment C**

ID	Task Mode	Task Name	Duration	Start	Finish
1		PS&E Development	891 days	Fri 4/1/16	Fri 8/30/19
2		60% Design	105 days	Fri 4/1/16	Thu 8/25/16
3		90% Design	145 days	Fri 8/26/16	Thu 3/16/17
4		100% Design	271 days	Fri 3/17/17	Fri 3/30/18
5		100% Plan Development	200 days	Fri 3/17/17	Thu 12/21/17
6		Pond Design	29 days	Mon 2/5/18	Thu 3/15/18
7		Draft Pond Submittal	1 day	Fri 3/16/18	Fri 3/16/18
8		Pond Review (Landowner & City & GEC)	10 days	Mon 3/19/18	Fri 3/30/18
9		Final Submittal	20 days	Mon 4/2/18	Fri 4/27/18
10		Bidding	30 days	Mon 6/11/18	Fri 7/20/18
11		<b>Construction</b>	<b>290 days</b>	<b>Mon 7/23/18</b>	<b>Fri 8/30/19</b>



Project: North Mays WA#3  
Date: Thu 1/25/18

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

ATTACHMENT D

<b>SERVICES FOR NORTH MAYS WA#3:</b>	
<b>LABOR</b>	
LJA	\$39,170.00
Steger Bizzell	\$7,056.00
KCI	\$4,970.00
<b>DIRECT COSTS</b>	
LJA	\$676.25
Steger Bizzell	-
KCI	\$57.50
<b>TOTAL FOR WA#3</b>	<b>\$51,872.25</b>

TASK DESCRIPTION		North Mays										Total	Number of Sheets	Hours/Sheet	
		Senior Project Manager	Senior Engineer	Project Engineer	E.I.T.	Senior Engineering Tech	CADD Operator	Admin	HOURS	HOURS	HOURS				HOURS
<b>TASK 1 – PROJECT MANAGEMENT AND COMMUNICATION PLAN</b>															
1.1	Invoice, Contract Document Coord, Progress Reports														
	Monthly Progress Reports & Invoices (12 Months)														
1.2	Coordinate with GEC & Subconsultants														
	Coordinate with GEC		8.0												
	Coordinate with Sub Consultants		4.0												
			18.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	12.0	0.0	30.0	
	<b>SUB TOTAL HOURS</b>	0.0	\$3,150	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$640	\$0	\$3,990	
	<b>SUB TOTAL FEE</b>	\$0													
<b>TASK 4 – CONSTRUCTION PHASE SERVICES</b>															
4.1	Respond to Request For Information (RFI) (Assume 15 RFI)														
	Attend Site Visit for RFI			16.0										16.0	
	RFI Response		8.0	32.0	40.0					40.0				120.0	
4.2	Contractor Submitted Review														
	Review Construction Submittals (Assume 40)			24.0	40.0									64.0	
4.3	Plan Revisions for Field Changes														
	Plan Revisions for Field Changes (Assume 5)			10.0	16.0					16.0				42.0	
4.4	Attend Meetings														
	Attend Construction Meetings (Assume 5)			10.0	10.0									10.0	
4.5	WQ BMP Certification														
	Site Visit & TCEQ Certification Letter			6.0	6.0									6.0	
4.6	WCID Permit Site Visit														
	Site Visits for WCID Permit (Assume 6)			12.0	12.0									12.0	
	Certified Monthly Letter for work in WCID Inundation Area			6.0	6.0									6.0	
			8.0	116.0	96.0	96.0	0.0	0.0	0.0	56.0	0.0	0.0	276.0		
	<b>SUB TOTAL HOURS</b>	0.0	\$1,400	\$16,820	\$12,480	\$0	\$4,480	\$0	\$0	\$4,480	\$0	\$0	\$0	\$35,180.0	
	<b>SUB TOTAL FEE</b>	\$0													
<b>TOTAL North Mays Tasks</b>															
	<b>TOTAL HOURS (LIA)</b>	0.0	26.0	116.0	96.0	96.0	0.0	0.0	0.0	56.0	12.0	0.0	0.0	306.0	
	<b>TOTAL LABOR FEE (LIA)</b>	\$0	\$4,550	\$16,820	\$12,480	\$0	\$4,480	\$0	\$0	\$4,480	\$940	\$0	\$0	\$39,170	

TASK DESCRIPTION	North Mays					Total	Hours/Sheet
	Project Manager	Senior Prof 2	Senior Prof 1	Prof 2 / Senior Eng. Technician	Prof 1 / Engineering Tech		
	200.00 HOURS	185.00 HOURS	165.00 HOURS	140.00 HOURS	110.00 HOURS	65.00 HOURS	Number of Sheets
<b>TASK 4 - CONSTRUCTION PHASE SERVICES</b>							
4.1 Respond to Request For Information (RFI) (Assume 3 RFI)							
Attend Site Visit for RFI				4.0			4.0
RFI Response		2.0		4.0	8.0		14.0
4.2 Contractor Submittal Review							
Review Construction Submittals (Assume 4)				2.0	8.0		10.0
4.3 Plan Revisions for Field Changes							
Plan Revisions for Field Changes (Assume 1)				2.0	8.0		10.0
4.4 Attend Meetings							
Attend Construction Meetings (Assume 1)	0.0	2.0	0.0	2.0	24.0	0.0	2.0
	\$0	\$370	\$0	\$1,960	\$2,640	\$0	\$4,970.0
<b>SUB TOTAL HOURS</b>	0.0	2.0	0.0	14.0	24.0	0.0	40.0
<b>SUB TOTAL FEE</b>	\$0	\$370	\$0	\$1,960	\$2,640	\$0	\$4,970
<b>TOTAL North Mays Tasks</b>	0.0	2.0	0.0	14.0	24.0	0.0	40.0
<b>TOTAL HOURS (KCI)</b>	\$0	\$370	\$0	\$1,960	\$2,640	\$0	\$4,970
<b>TOTAL LABOR FEE (KCI)</b>							

**Estimated Fee Schedule**  
 Parcel 7 (Chandler Creek Commercial Condos) Pond Design  
 North Mays Extension Project

**Estimated Fee Schedule**

Task and Description	Engineer (Principal)	Senior Engineer	Engineer (PE)	Registered Surveyor	Engineer in Training	Senior Technician	Clerical	2-Man Survey	Direct	Estimate
<b>Design Phase</b>										
a. Prepare construction drawings and specs	233	216	161	134	133	128		160		35,024
b. Proposed roadway coordination	8	8	80		150					2,996
c. Prepare project quantities and cost estimate			8		12					2,884
d. Client review and revisions			12							7,252
e. Prepare and submit SDP to City			8		16				1300	3,416
<b>Subtotal Hours:</b>	<b>2</b>	<b>8</b>	<b>120</b>	<b>0</b>	<b>226</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>356</b>
<b>Subtotal Fees:</b>	<b>\$400</b>	<b>\$2,720</b>	<b>\$23,720</b>	<b>\$0</b>	<b>\$20,920</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$49,740</b>
<b>Bidding &amp; Construction Phase Services</b>										
a. Respond to Bidder questions as necessary			8		8					2,352
b. Prepare change orders and RFI's as necessary			8		8					2,352
c. Site Visits (4 max)			8		8					2,352
<b>Subtotal Hours:</b>	<b>0</b>	<b>0</b>	<b>24</b>	<b>0</b>	<b>24</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>48</b>
<b>Subtotal Fees:</b>	<b>\$0</b>	<b>\$0</b>	<b>\$3,864</b>	<b>\$0</b>	<b>\$3,192</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$7,056</b>
<b>TOTAL HOURS:</b>	<b>2</b>	<b>8</b>	<b>144</b>	<b>0</b>	<b>250</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>404</b>
<b>TOTAL FEES:</b>	<b>\$466</b>	<b>\$1,728</b>	<b>\$23,184</b>	<b>\$0</b>	<b>\$33,250</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,300</b>	<b>\$59,928</b>

## LJA'S OVERHEAD DIRECT COSTS

DIRECT REIMBURSABLE EXPENSES	Rate	Quantity	Cost
Lodging/Hotel	\$85.00		
Meals	\$36.00		
Mileage	\$0.58	850	\$488.75
Rental Car	\$45.00		
Standard Postage	\$0.42		
Overnight Mail - letter size	\$16.00		
Overnight Mail - oversized bo:	\$30.00		
Courier Services (Deliveries)	\$30.00	2	\$60.00
CADD Plotting (per SQ/FT)	\$1.50		
Photocopies B/W (8.5 X 11)	\$0.10	100	\$10.00
Photocopies B/W (11 X 17)	\$0.15	200	\$30.00
Photocopies Color (8 X 10)	\$0.75	50	\$37.50
Photocopies Color (11 X 17)	\$1.00	50	\$50.00
Blueline/Blackline Prints (11" X 17"	\$0.20		
Blueline/Blackline Prints (22" X 34"	\$0.50		
Plots (B/W on Bond)	\$0.25		
Plots (Color on Bond)	\$2.00		
Plots (Color on Photographic Paper)	\$5.50		
Mylar (11" X 17"	\$3.00		
Traffic Count:	\$2,000.00		
CD Archive	\$1.50		
TCEQ SCS Filing Fee	\$650.00		
TDLR Registration and Inspection	\$1,450.00		
<b>TOTAL LJA DIRECT COSTS</b>			<b>\$676.25</b>

## KCI'S OVERHEAD DIRECT COSTS

DIRECT REIMBURSABLE EXPENSES	Rate	Quantity	Cost
Lodging/Hotel	\$85.00		
Meals	\$36.00		
Mileage	\$0.58	100	\$57.50
Rental Car	\$45.00		
Standard Postage	\$0.42		
Overnight Mail - letter size	\$16.00		
Overnight Mail - oversized bo:	\$30.00		
Courier Services (Deliveries)	\$30.00		
CADD Plotting (per SQ/FT)	\$1.50		
Photocopies B/W (8.5 X 11)	\$0.10		
Photocopies B/W (11 X 17)	\$0.15		
Photocopies Color (8 X 10)	\$0.75		
Photocopies Color (11 X 17)	\$1.00		
Blue/Blackline Prints (11" X 17"	\$0.20		
Blue/Blackline Prints (22" X 34"	\$0.50		
Plots (B/W on Bond)	\$0.25		
Plots (Color on Bond)	\$2.00		
Plots (Color on Photographic Paper)	\$5.50		
Mylar (11" X 17"	\$3.00		
Traffic Count:	\$2,000.00		
CD Archive	\$1.50		
TCEQ SCS Filing Fee	\$650.00		
TDLR Registration and Inspection	\$1,450.00		
<b>TOTAL KCI DIRECT COSTS</b>			<b>\$57.50</b>

**Commissioners Court - Regular Session**

**16.**

**Meeting Date:** 02/13/2018

CR 119 Standard Utility Agreement with Atmos

**Submitted By:** Dawn Haggard, Road Bond

**Department:** Road Bond

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider, and take appropriate action regarding the Standard Utility Agreement with Atmos Energy for utility relocation on the CR 119 Project, a Road Bond Project in Commissioner Pct. 4.

**Background**

Atmos Energy has existing facilities to be relocated to accommodate the roadway improvements, including relocation of approximately 1,200 linear feet of gas line. Atmos Energy has chosen to upsize the gas line as part of this relocation but only 81.52% is reimbursable. The total cost of the relocation is estimated at \$493,168.60, with \$402,025.03 (81.52%) being reimbursed by the County.

**Fiscal Impact**

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

**Attachments**

[CR 119 Atmos Utility Agreement](#)

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Dawn Haggard

Final Approval Date: 02/08/2018

**Reviewed By**

Wendy Coco

**Date**

02/08/2018 11:14 AM

Started On: 02/08/2018 10:29 AM

## REIMBURSEMENT AGREEMENT

This Reimbursement Agreement ("Agreement") is made and entered into and effective the 27th day of December, 2017, by and between Atmos Energy Corporation (hereinafter referred to as "Utility"), and Williamson County, Texas, (hereinafter referred to as "County").

### WITNESSETH:

WHEREAS, Utility is the owner of certain 8" high pressure gas line crossing CR 119: (herein called Facilities).

WHEREAS, County desires to construct proposed CR 119: From 850' Limmer Loop to Chandler. (Hereinafter called "Project") and make improvements to Project as shown on plans submitted to Utility;

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

- Atmos Energy relocation consist of: Installation of approximate 1205' of 8" coated steel pipeline by approved open trench method.
- Upon completion of Project, contractor will provide an as-built drawing of the relocation to the Utility and county.

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

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

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

Estimated 1,205 lf of gas line along with apparatus defined as Work = \$493,168.60

County agrees to bear 100% of the eligible costs incurred by utility relating to the Work as referenced in attached estimate. Final eligible costs may be more or less than the Estimate, which shall not be construed as a limitation of costs for such Work. County recognizes that Utility may use one or more contractors to perform the Work. Should the County delay or cancel the Project for any reason, County agrees to reimburse Utility for all associated costs, including but not limited to preliminary design, engineering, survey, material purchasing, contract labor, etc.

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

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

1. Utility Agreement - Wilco –U-35 – 100% County – Off System
2. Plans, Specification, and Estimated Costs (Attachment “A”)
3. Utility’s Schedule of Work and Estimated Date of Completion (Attachment “B”)

4. Eligibility Ratio (Attachment “C”)
5. Betterment Calculation and Estimates (Attachment “D”)
6. Proof of Property Interest – ROW-U-1A (Attachment “E”)
7. Wilco-U-80A – Joint Use Agreement (Attachment “F”)

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

**UTILITY**

Utility: Atmos Energy Corporation  
*Name of Utility*

MR

By:   
*Jeffrey S. Knights*

Jeffrey S. Knights  
*Print or Type Name*

Title: VP Technical Services, Mid-Tex Division

Date: 1/26/18

**WILLIAMSON COUNTY**

By: \_\_\_\_\_  
*Authorized Signature*

Dan A. Gattis  
*Print or Type Name*

Title: Williamson County Judge

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

**Attachment A**

**Plans, Specifications, and Estimated Costs**



**GENERAL NOTES:**

- All work shall be completed in accordance with all applicable federal, state, and local regulations; including but not limited to the Code of Federal Regulations (CFR) Title 49, Subtitle B, Chapter 1, Subchapter D, Part 192 (Transportation of Natural and Other Gases by Pipeline: Minimum Federal Safety Standards. Construction practices shall conform to the latest versions of Atmos Energy Construction Procedures Manual and Pipeline Services Engineering Standards, and the Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges.
- The Contractor shall abide by all applicable federal, state, and local laws governing excavation. The Contractor shall provide detailed plans and specifications for trench safety systems that comply with applicable laws governing excavation. These plans shall be sealed by an Engineer experienced in the design of trench safety systems and licensed by the State of Texas. Submit plan to the Owner prior to commencing work. The Contractor shall be solely responsible for all aspects of work related to excavation.
- The Contractor shall notify Atmos Energy personnel at least 48 hours prior to the start of construction.
- All existing and proposed Atmos Energy pipelines and other known obstructions shall be staked prior to the start of construction
- The coordinates listed are in N.A.D.83 (1993), Texas State Plane - Central Zone (4203), surface coordinates.
- All constructed pipelines shall be coated and wrapped while also having cathodic protection to ensure longevity and protective measures.
- The Contractor shall maintain a minimum clearance of 24" from any underground obstruction, except upon approval of variance by Atmos personnel.
- Anode beds shall not exceed 48 inches in width and have a depth of coverage of at least 36 inches.
- Fill material shall be placed in lifts not exceeding nine (9) inches in loose thickness. Fill material shall be compacted at a minimum of 95 percent maximum standard Proctor dry density (ASTM D 698). In conjunction with the compacting operation, fill material shall be brought to a moisture content ranging from (-2) percentage points below optimum to (+2) percentage points above optimum (-2 to +2).
- The Contractor shall maintain 4 feet of minimum cover to the top of pipe unless shown otherwise.

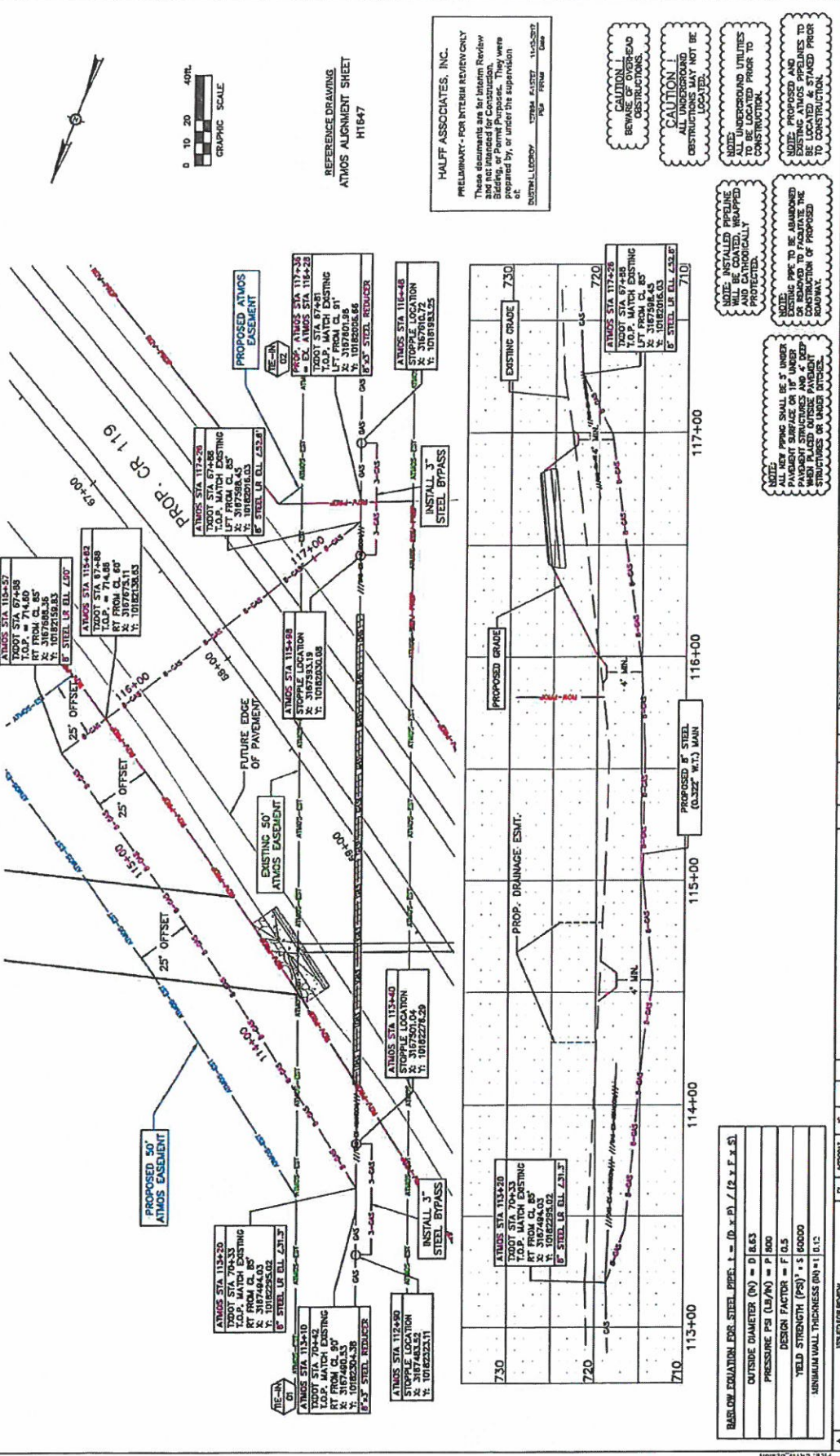
- It shall be the Contractor's responsibility to collect and provide as-built coordinate data, including elevation data, as required per Atmos standard E0101-Sep-07 Rev.5.
- For pipeline installations, location markers shall be provided by Atmos Energy and placed at a minimum of every 400 feet. Location markers shall also be placed at important positions along the alignment, including the ROW line and other objects crossing the pipeline alignment, as directed by Atmos Energy personnel.
- Existing utility locations shown are taken from available records provided by the utility Owner and field locations of surface appurtenances. Locations shown are generally schematic in nature and may not accurately reflect the size and location of each particular utility. Some utility lines may not be shown. Contractor shall assume responsibility for actual field location and protection of existing facilities whether shown or not. Contractor shall also assume responsibility for repairs to existing facilities, whether shown or not, damaged by contractor's activities. Differences in horizontal or vertical location of existing utilities shall not be a basis for additional expense.
- Contractor shall locate and adjust existing utility manhole lids, cleanouts, water valves, and other surface appurtenances as required for new construction. Contractor shall coordinate utility adjustments with other disciplines and the appropriate utility agencies and provide for all fees for permits, connections, inspections, etc. These adjustments shall be considered incidental to the construction contract.
- The Contractor shall protect existing property monumentation and primary control. Any such points which the Contractor believes will be destroyed shall have offset points established by the Contractor prior to construction. Any monumentation destroyed by the Contractor shall be reestablished at his expense.
- Barricading and traffic control during construction shall be the responsibility of the Contractor and shall conform to the latest edition of the "Texas Manual on Uniform Traffic Control Devices", Part VI in particular. Traffic flow and access shall be maintained during all phases of the construction. The Contractor is responsible for providing traffic safety measures for work on project.
- Any damages that may occur to real property or existing improvements shall be restored by the Contractor to at least the same condition that the real property or existing improvements were in prior to the damages. This restoration shall be subject to the Owner's approval; moreover, this restoration shall not be a basis for additional compensation to the Contractor. Restoration shall include, but not be limited to, regrassing, revegetation, replacing fences, replacing trees, etc.

- It shall be the responsibility of the Contractor to:
  - Prevent any damage to private property and property owner's poles, fences, shrubs, etc.
  - Provide access to all drives during construction.
  - Protect all underground utilities to remain in service.
  - Notify all utility companies and verify location of all utilities prior to start of construction.
- The drawings contained herein are not, and should not be solely considered to be a storm water pollution prevention plan. Should the Contractor choose to use the information herein, he shall do so with the provision that he at a minimum meets all applicable rules, regulations, codes, and permit requirements for construction activities

HALFF ASSOCIATES, INC.  
 PRELIMINARY - FOR INTERIM REVIEW ONLY  
 These documents are for Interim Review and not intended for Construction, Bidding, or Permit Purposes. They were prepared by, or under the supervision of, a Professional Engineer.  
 EUSTACE L. GREGORY    U2884    E-52027    11/23/2007  
 P.E.    P.E.    P.E.    Date

				UPDATE DATE: 11/23/07 SCALE: AS SHOWN DRAWING NUMBER:		NOTES SHT. 2 OF 5	
PROJECT:		CONTRACT NO.:		SHEET NO.:		DATE:	
DRAWN BY:		CHECKED BY:		DATE:		DATE:	
DESCRIPTION:		DESCRIPTION:		DESCRIPTION:		DESCRIPTION:	
APPROVED FOR REVIEW:		APPROVED FOR REVIEW:		APPROVED FOR REVIEW:		APPROVED FOR REVIEW:	
DESIGNED AND DRAWN BY:		DESIGNED AND DRAWN BY:		DESIGNED AND DRAWN BY:		DESIGNED AND DRAWN BY:	
REVISIONS FOR USER COMMENTS:		REVISIONS FOR USER COMMENTS:		REVISIONS FOR USER COMMENTS:		REVISIONS FOR USER COMMENTS:	
REV.	DATE	BY	DATE	BY	DATE	BY	DATE

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



REFERENCE DRAWING  
ATMOS ALIGNMENT SHEET  
H1547

HALFF ASSOCIATES, INC.  
PRELIMINARY - FOR INTERIM REVIEW ONLY  
These documents are for Interim Review  
and are not intended for Construction.  
No warranty is made by Halff Associates, Inc.  
prepared by, or under the supervision  
of.  
INSTALL/ISSUE DATE: 11-15-2012  
DATE: 11/15/2012

**CAUTION**  
REBAR RESTRICTIONS  
CONSTRUCTION

**CAUTION**  
UNDERGROUND UTILITIES  
CONSTRUCTION MAY NOT BE  
LOCATED.

**NOTE:**  
ALL UNDERGROUND UTILITIES  
MUST BE LOCATED PRIOR TO  
CONSTRUCTION.

**NOTE:**  
PROPOSED AND  
EXISTING PIPELINES TO  
BE LOCATED AS STAKED PRIOR  
TO CONSTRUCTION.

**NOTE:**  
INSTALLED PIPELINE  
MUST BE PROTECTED  
AND INDIVIDUALLY  
PROTECTED.

**NOTE:**  
ALL NEW PIPING SHALL BE 3" UNDER  
PAVEMENT SURFACE OR 18" UNDER  
STRUCTURES AND AS DEEP AS  
STRUCTURES OR UNDER DITCHES.

REV.	DATE	BY	DATE	DESCRIPTION
A				ISSUED FOR REVIEW
B				ISSUED FOR REVIEW
C				ISSUED FOR REVIEW
D				ISSUED FOR REVIEW

REV.	DATE	BY	DATE	DESCRIPTION

DESIGNED BY	DATE	SCALE	SCALE AS NOTED
CHECKED BY			
APPROVED BY			
DATE			

PROJECT NO.	H1547	DATE	11/15/2012
PROJECT NAME	ATMOS ENERGY	SCALE	AS NOTED
PROJECT LOCATION	L21 RELOCATION	DATE	11/15/2012
PROJECT ADDRESS	HUTTO, TEXAS	SCALE	AS NOTED
PROJECT SHEET	STA 67+86 CROSSING	SCALE	AS NOTED
PROJECT SHEET	SHT. 3 OF 5	SCALE	AS NOTED

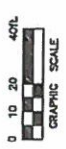
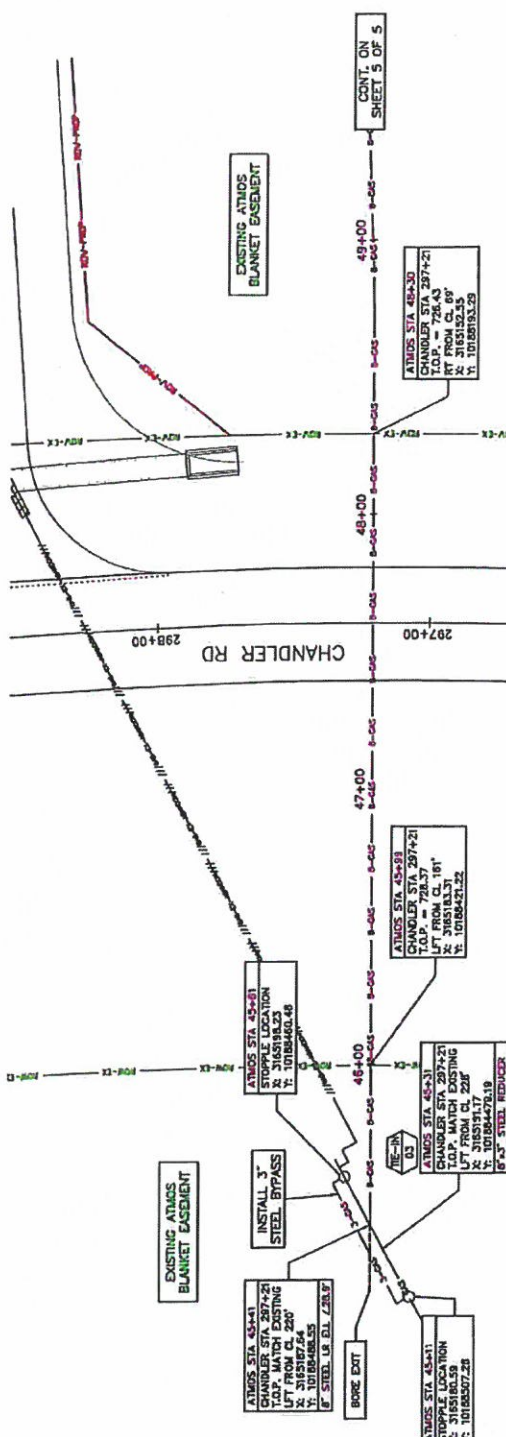
BASELAW FOUNDATION FOR STEEL PIPE:  $t = (D \times P) / (2 \times F \times S)$

OUTSIDE DIAMETER (IN) = D 18.63  
PRESSURE PSI (LB/IN) = P 800  
DESIGN FACTOR = F 0.5  
YIELD STRENGTH (PSI) = S 60000  
MINIMUM WALL THICKNESS (IN) = 0.12

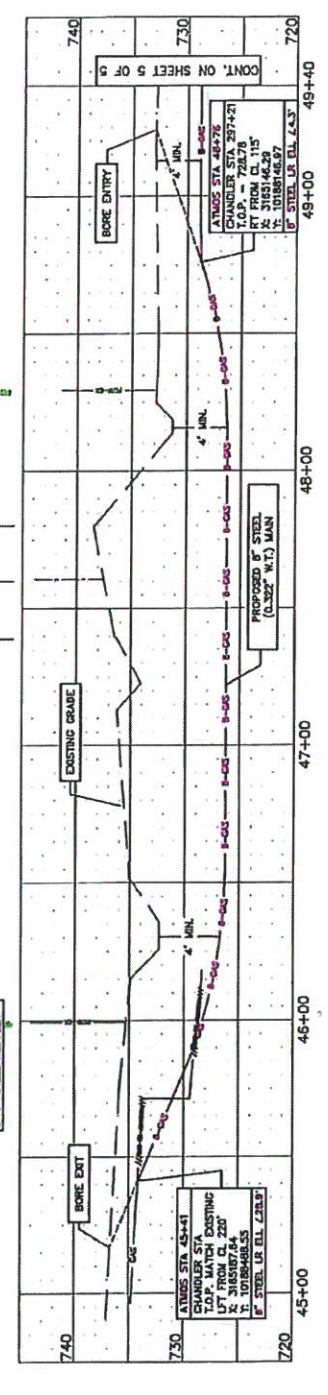
ATMOS ENERGY  
L21 RELOCATION  
HUTTO, TEXAS

HALFF ASSOCIATES, INC.  
11000 W. 11TH STREET, SUITE 100  
FORT WORTH, TEXAS 76116  
TEL: 817.339.1100  
WWW.HALFF.COM

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



REFERENCE DRAWING  
ATMOS ALIGNMENT SHEET  
H1847



BORE GUIDELINES

MARK	NAME	VERTICAL BORES			EXT	TOTAL LENGTH
		ANGLE	RADIUS	DEPTH		
A	L21 Bore L210	30°	370 FT	300 FT	468.02 FT	

\* TOTAL LENGTH OF BORES ARE CALCULATED FROM ENTRY GRADE TO EXIT GRADE.

BARLOW EQUATION FOR STEEL PIPE: $t = (D \times P) / (2 \times F \times S)$
OUTSIDE DIAMETER (N) = D R.E.S
PRESSURE PS (LB/N) = P B.O
DESIGN FACTOR = F 0.5
YIELD STRENGTH (PSI) = S 60000
MINIMUM WALL THICKNESS (IN) = t 0.12

NO.	DATE	BY	CHKD	APPD	REV.	DESCRIPTION
1	02/20/17	JG				ISSUED FOR REVIEW
2	02/20/17	JG				ADDED ATMOS COMMENTS
3	02/20/17	JG				REVISED FOR FIELD COMMENTS
4	02/20/17	JG				REVISED FOR FIELD COMMENTS

HALFF ASSOCIATES, INC.  
PRELIMINARY - FOR INTERIM REVIEW ONLY  
These documents are for interim review only and are not intended for construction. All information contained herein was prepared by, or under the supervision of, DUSTIN L. LECHEY. WTRM 01/27/17 11:43:20T  
App: JPL/MS Date:

CAUTION - ALL UNDERGROUND UTILITIES AND OBSTRUCTIONS MAY NOT BE LOCATED.  
NOTE: INSTALLER PIPELINE TO BE ABANDONED AND PROTECTED.  
NOTE: EXISTING PIPE TO BE ABANDONED AND PROTECTED.  
NOTE: PROPOSED AND EXISTING PIPE TO BE LOCATED AND STAKED PRIOR TO CONSTRUCTION.

ATMOS ENERGY L21 RELOCATION HULLTO, TEXAS  
SCALE: AS SHOWN  
DATE: 02/20/17  
DRAWING NUMBER: CHANDLER STA 297+21  
SHT. 4 OF 5

HALFF TRITEX  
HALFF ASSOCIATES, INC.  
7200 WEST LOOP SOUTH, SUITE 100  
HOUSTON, TEXAS 77056  
TEL: 281.416.2000  
WWW.HALFFTRITEX.COM



MATERIALS WITH STORES (ITEMS ORDERED THROUGH MCJUNKIN OR ON ATMOS POS)					
DESCRIPTION	SIZE	QTY	PRICE	UNIT	COST
PIPE ERW 3 X .216W CS FBE BEV DRL X42	3	1,320	\$ 7.00	FT	\$ 9,240.00
3-INCH STEEL FITTINGS	3	9	\$ 30.00	FT	\$ 270.00
3-INCH STOPPLE FITTINGS & BYPASSES	3	8	\$ 975.00	EA	\$ 7,800.00
Temporary Purge, Pressure Test & Load Assemblies, Wire, Caution Tap, Signage and Marker Balls		1	\$ 1,750.00	EA	\$ 1,750.00
MATERIALS WITH STORES SUBTOTAL					\$ 19,060.00
SALES TAX (4.38%)					\$ 834.83
FREIGHT (2.5%)					\$ 476.50
<b>MATERIALS WITH STORES TOTAL</b>					<b>\$ 20,371.33</b>

LAND RIGHTS				
DESCRIPTION	QTY	PRICE	UNIT	COST
DAMAGES AND RESTORATION	24,100	\$ 0.75	Sq.Ft.	\$ 18,075.00
NEW EASEMENT	10,642	\$ 2.75	Sq.Ft.	\$ 29,265.50
<b>LAND RIGHTS TOTAL</b>				<b>\$ 47,340.50</b>

COMPANY LABOR (TOTAL DIRECT CAPITAL LABOR)				
DESCRIPTION	QTY	PRICE	UNIT	COST
ENGINEERING	120	\$ 70	HR	\$ 8,400.00
FIELD OPERATIONS	160	\$ 50	HR	\$ 8,000.00
ENVIRONMENTAL	24	\$ 35	HR	\$ 840.00
RIGHT OF WAY AGENT	40	\$ 35	HR	\$ 1,400.00
FIELD CONSTRUCTION COORDINATOR (FCC)	150	\$ 35	HR	\$ 5,250.00
<b>COMPANY LABOR TOTAL</b>				<b>\$ 23,890.00</b>

CONTRACT LABOR				
DESCRIPTION	QTY	PRICE	UNIT	COST
CONTRACT ENGINEERING	240	\$ 95.50	HR	\$ 22,920.00
SURVEY CREW	40	\$ 150.00	HR	\$ 6,000.00
INSTALL 3-INCH STEEL PIPE VIA BORE/TRENCH	1205	\$ 70.00	FT	\$ 84,350.00
ABANDONMENT/REMOVAL	915	\$ 13.00	FT	\$ 11,895.00
STOPPLE INSTALLATION	8	\$ 3,500.00	EA	\$ 28,000.00
X-RAY CREW	2	\$ 1,500.00	DAY	\$ 3,000.00
CONSTRUCTION INSPECTOR (3RD PARTY)	240	\$ 85.00	HR	\$ 20,400.00
CONTRACT LABOR TOTAL				\$ 176,565.00
SALES TAX (4.38%)				\$ 7,733.55
<b>CONTRACT LABOR TOTAL</b>				<b>\$ 184,298.55</b>

OTHER COSTS				
DESCRIPTION	QTY	PRICE	UNIT	COST
COST OF GAS LOST (MCF)	0	\$ 9	EA	\$ -
<b>OTHER COSTS TOTAL</b>				<b>\$ -</b>

DIRECT COST OVERHEADS				
DESCRIPTION				COST
BENEFITS OVERHEADS(52.53% OF COMPANY LABOR)				\$ 12,549.42
STORES OVERHEADS(4.0% OF MATERIALS WITH STORES)				\$ 814.85
<b>DIRECT OVERHEADS TOTAL</b>				<b>\$ 13,364.27</b>

**TOTAL DIRECT COSTS \$ 289,264.65**

INDIRECT COSTS	
DESCRIPTION	COST
RHUTTs (25.0% OF COMPANY LABOR + 15.0% OF CONTRACTOR LABOR)	\$ 33,617.28
AFUDC DEBT (0.6300% OF DIRECT AND INDIRECT TOTALS EXCLUDING AFUDC)	\$ 2,516.90
DIVISION OVERHEADS (16.24% OF DIRECT COSTS)	\$ 46,976.58
CORPORATE OVERHEADS (10.25% OF DIRECT COSTS)	\$ 29,649.63
<b>TOTAL INDIRECT COSTS \$ 112,760.39</b>	

**TOTAL DIRECT AND INDIRECT COSTS \$ 402,025.03**

ESTIMATED TOTAL PROJECT COST (CAPITALIZED)	\$ 402,025.03
INCOME TAX ADJUSTMENT (0.0% OF PROJECT TOTAL)	\$ -
FRANCHISE FEE (0.0%)	\$ -
<b>TOTAL COSTS ASSOCIATED WITH PROJECT</b>	<b>\$ 402,025.03</b>

**Attachment B**

**Utility's Schedule of Work and Estimated Date of Completion**

To be supplied in a Supplemental Agreement

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

**Estimated Completion Date: Approx. 3 Weeks Construction Duration**

**Attachment C**

**Eligibility Ratio**

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

**Attachment D**

**Betterment Calculation and Estimates**

Total Cost with Betterment	\$493,168.60
Total Cost w/o betterment	\$402,025.03
Difference	\$91,143.57
% Betterment	18.48%

MATERIALS WITH STORES (ITEMS ORDERED THROUGH MCJUNKIN OR ON ATMOS POS)					
DESCRIPTION	SIZE	QTY	PRICE	UNIT	COST
PIPE ERW 8 X .322W CS FBE BEV DRL X42	8	1,320	\$ 23.00	FT	\$ 30,360.00
8-INCH STEEL FITTINGS	8	9	\$ 155.00	FT	\$ 1,395.00
3-INCH STOPPLE FITTINGS & BYPASSES	3	8	\$ 975.00	EA	\$ 7,800.00
Temporary Purge, Pressure Test & Load Assemblies, Wire, Caution Tap, Signage and Marker Balls		1	\$ 1,750.00	EA	\$ 1,750.00
MATERIALS WITH STORES SUBTOTAL					\$ 41,305.00
SALES TAX (4.38%)					\$ 1,809.16
FREIGHT (2.5%)					\$ 1,032.63
<b>MATERIALS WITH STORES TOTAL</b>					<b>\$ 44,146.78</b>

LAND RIGHTS				
DESCRIPTION	QTY	PRICE	UNIT	COST
DAMAGES AND RESTORATION	24,100	\$ 0.75	Sq.Ft.	\$ 18,075.00
NEW EASEMENT	10,642	\$ 2.75	Sq.Ft.	\$ 29,265.50
<b>LAND RIGHTS TOTAL</b>				<b>\$ 47,340.50</b>

COMPANY LABOR (TOTAL DIRECT CAPITAL LABOR)				
DESCRIPTION	QTY	PRICE	UNIT	COST
ENGINEERING	120	\$ 70	HR	\$ 8,400.00
FIELD OPERATIONS	160	\$ 50	HR	\$ 8,000.00
ENVIRONMENTAL	24	\$ 35	HR	\$ 840.00
RIGHT OF WAY AGENT	40	\$ 35	HR	\$ 1,400.00
FIELD CONSTRUCTION COORDINATOR (FCC)	150	\$ 35	HR	\$ 5,250.00
<b>COMPANY LABOR TOTAL</b>				<b>\$ 23,890.00</b>

CONTRACT LABOR				
DESCRIPTION	QTY	PRICE	UNIT	COST
CONTRACT ENGINEERING	240	\$ 95.50	HR	\$ 22,920.00
SURVEY CREW	40	\$ 150.00	HR	\$ 6,000.00
INSTALL 8-INCH STEEL PIPE VIA BORE/TRENCH	1205	\$ 100.00	FT	\$ 120,500.00
ABANDONMENT/REMOVAL	915	\$ 13.00	FT	\$ 11,895.00
STOPPLE INSTALLATION	8	\$ 4,000.00	EA	\$ 32,000.00
X-RAY CREW	2	\$ 1,500.00	DAY	\$ 3,000.00
CONSTRUCTION INSPECTOR (3RD PARTY)	240	\$ 85.00	HR	\$ 20,400.00
<b>CONTRACT LABOR TOTAL</b>				<b>\$ 216,715.00</b>
SALES TAX (4.38%)				\$ 9,492.12
<b>CONTRACT LABOR TOTAL</b>				<b>\$ 226,207.12</b>

OTHER COSTS				
DESCRIPTION	QTY	PRICE	UNIT	COST
COST OF GAS LOST (MCF)	0	\$ 9	EA	\$ -
<b>OTHER COSTS TOTAL</b>				<b>\$ -</b>

DIRECT COST OVERHEADS				
DESCRIPTION	QTY	PRICE	UNIT	COST
BENEFITS OVERHEADS(52.53% OF COMPANY LABOR)				\$ 12,549.42
STORES OVERHEADS(4.0% OF MATERIALS WITH STORES)				\$ 1,765.87
<b>DIRECT OVERHEADS TOTAL</b>				<b>\$ 14,315.29</b>

**TOTAL DIRECT COSTS \$ 355,899.69**

INDIRECT COSTS		COST
DESCRIPTION		
RHUTts (25.0% OF COMPANY LABOR + 15.0% OF CONTRACTOR LABOR)		\$ 39,903.57
AFUDC DEBT (0.6300% OF DIRECT AND INDIRECT TOTALS EXCLUDING AFUDC)		\$ 3,087.51
DIVISION OVERHEADS (16.24% OF DIRECT COSTS)		\$ 57,798.11
CORPORATE OVERHEADS (10.25% OF DIRECT COSTS)		\$ 36,479.72
<b>TOTAL INDIRECT COSTS</b>		<b>\$ 137,268.91</b>

**TOTAL DIRECT AND INDIRECT COSTS \$ 493,168.60**

ESTIMATED TOTAL PROJECT COST (CAPITALIZED)	\$ 493,168.60
INCOME TAX ADJUSTMENT (0.0% OF PROJECT TOTAL)	\$ -
FRANCHISE FEE (0.0%)	\$ -
<b>TOTAL COSTS ASSOCIATED WITH PROJECT</b>	<b>\$ 493,168.60</b>

**Attachment E**  
**Proof of Property Interest**

Received



FEB 07 2018

HNTB Corporation  
Round Rock

LETTER OF TRANSMITTAL

To: HNTB  
101 E. Old Settlers Blvd., Suite 100  
Round Rock, Texas 78644

Date: February 6, 2018  
CobbFendley Job: 1703-011-41A  
Re: CR 119  
Atmos' Utility Agreement Package

ATTENTION: Eddie Church 512-744-9082

WE ARE SENDING YOU THE FOLLOWING VIA: courier

Prints  Originals  Other \_\_\_\_\_

QUANTITY	DESCRIPTION
4	Atmos Utility Agreement Package

PURPOSE OF TRANSMITTAL:

For Approval  For Your Use  
 As Requested  For Review & Comment

REMARKS:

Mr. Church  
We have reviewed and recommend approval of Atmos' Utility Agreement Package in the amount of \$493,168.60.  
If you have any questions, please let me know.  
Thank you,

Copy To File

Received By: \_\_\_\_\_  
Date & Time: \_\_\_\_\_

SIGNED Melissa Horn  
Melissa Horn, Principal

**Commissioners Court - Regular Session**

17.

**Meeting Date:** 02/13/2018

Discuss consider and take appropriate action on approving a variance request to the WCSR for Siena Townhomes at Mozart - Pct 4

**Submitted For:** Terron Evertson

**Submitted By:** Adam Boatright, Infrastructure

**Department:** Infrastructure

**Division:** Road & Bridge

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider, and take appropriate action on approving a variance request to the Williamson County Subdivision Regulations for Siena Townhomes at Mozart - Pct 4

**Background**

SEDC DEVCO, Inc., developer of Siena Townhomes at Mozart, is requesting a variance to the Williamson County Subdivision Regulations as discussed in their attached letter. Staff recommends approval.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Variance Request

**Form Review**

**Inbox**

County Judge Exec Asst.  
Form Started By: Adam Boatright  
Final Approval Date: 02/08/2018

**Reviewed By**

Wendy Coco

**Date**

02/08/2018 12:15 PM  
Started On: 02/08/2018 11:28 AM

February 2, 2018

From: John Lloyd  
SEDC DEVCO, Inc.  
4720-4 Rockcliff Rd.  
Austin, Texas 78746

To: J. Terron Evertson, PE, CFM  
County Engineer  
3151 SE Inner Loop, Suite B  
Williamson County, Texas 78626  
[tevertson@wilco.org](mailto:tevertson@wilco.org)  
(512) 943-3330

Re: Request for Variance/Waivers  
Siena Townhomes @ Mozart (RJE Job #2584)

Dear Mr. Evertson:

As previously discussed, SEDC DEVCO, Inc. is requesting certain variances to the Williamson County Subdivision Regulations (adopted August 20, 2013) in accordance with Section 10, titled Variances. As you know, the Siena Townhomes @ Mozart project in question is a continuation of an existing project located on the south side of Mozart Street. This variance(s) is being requested to relieve the potential economic hardship due to past County direction concerning the process of County Review and Approval of condo development within Williamson County and satisfies the spirit of 'justice' within the Williamson County Subdivision Regulations under Section 10, Variances.

We request specific variances to issues as discussed in the Williamson County Engineer's construction plan review dated November 15<sup>th</sup>, 2017, for the Siena Townhomes @ Mozart development. We specifically request the following variances and/or waivers from the referenced sections of the of the Williamson County Subdivision Regulations (WCSR) and/or City of Austin Transportation Criteria Manual (ATCM):

- Variance to ¶B3.6.4, 25 MPH Design Speed for Local Roadways – **Standard:** The minimum curve radius for 25 MPH is 180 feet. **Provided:** One horizontal curve on Sheet 9 (labelled as C17), on Street "D" has a radius of 150 feet.
- Variance to ¶B3.6.3, Pavement Cross Section in an Urban Residential Subdivision – **Standard:** The width of the travel way shall be 30 feet. **Provided:** A travel way of 26 feet is being provided.
- Waiver to ¶5.3.1 (H) ATCM, Single Joint Use Driveway – **Standard:** No more than three (3) residences may be served by a single joint use driveway without constructing to private road standards. **Provided:** The six joint use driveways in this development serve a total of 70 homes.

- Variance to **¶B3.8.1, Dead End Roads and Cul-de-Sacs - Standard:** Dead end roads in residential developments that are not proposed to be extended at some time in the future and have a throat length of 150 feet or less shall have a cul-de-sac with a minimum right-of-way radius of 50 feet, and **¶B3.8.4, Hammerhead Design - Standard:** Hammerhead design will not be allowed; however, alternate designs...may be considered by the County Engineer. **Provided:** Four hammerhead street ends were included in these plans. Although Street "E" (Sheet 11) and Street "F" (Sheet 12) each incorporate a hammerhead-like design, the throat length of the dead end portion of these roads are each less than 150 feet. In addition, these plans have been reviewed and approved by Mr. Eric G. Woods, Fire Marshall, Emergency Services District No. 3 (Hutto Fire and Rescue).
- Variance to **¶1.3.2 Table 1-7 (ATCM) Minimum Horizontal Landing Length – Standard:** The minimum vertical landing length (grade <2%) approaching intersections for local streets is 50 feet. **Provided:** The vertical grade along Street "C" of 2.18% averages less than 2% over the required 50 feet. The vertical grade of 2.4% for Street "D" was required in order to meet the proposed grade of CR 110. The 2.4% grade for Street "D" and the 3.45% grade for Street "E" have been flattened as much as practical to accommodate interior grading and drainage from the proposed structures.
- Waiver for **Private Parking Areas - Standard:** Private parking areas/spaces are not allowed along public streets. **Provided:** Two parking areas are being provided to accommodate a total of 10 vehicles along two low speed roadways (5 spaces each along Streets "C" and "E").
- Variance to **¶F2.2, Appendix F, Building Setback – Standard:** Appendix F ¶F2.2 of the WCSR requires that the building setback line on all public roads other than major highways and roads be 25 feet from the edge of the right-of-way. **Provided:** A building setback line of 25 feet behind the curb line (15 feet behind the roadway easement line) is provided.
- Variance to **¶B3.6.3, Appendix G-3 and Appendix H, Curb Type – Standard:** The pavement cross section in an urban residential subdivision or a nonresidential subdivision shall be a 30 foot travel way with standard curb and gutter. **Provided:** The proposed cross section, as shown in the detail on Sheet 8 of the plans, provides for a 4-inch rolled curb along the downstream edge of the roadway a 24-inch ribbon curb along the upstream edge. Curb details for each type are shown on the upper left of Sheet 23.

In the event the herein requested variances are granted, that such variances will only be applicable to the Siena Townhomes @ Mozart development and that all regulations of the Williamson County Subdivision Regulations will apply to all other developments developed by SR Investments, LTD in Williamson County unless the Williamson County Commissioners Court should otherwise grant specific a variance for a particular development in accordance with the Williamson County Subdivision Regulations.

Williamson County will not be obligated or liable for the maintenance of any roadways, drainage or other improvements within the Siena Townhomes @ Mozart development and that such obligations shall rest solely on SR Investments, LTD, its successor, and/or the development's property/unit owner's association but in no event on Williamson County. Furthermore, SR Investments will place signs at each entrance to Siena Townhomes @ Mozart notifying property owners and the public that all roadways within the development are not maintained by Williamson County.

All other condominium developments (other than a development which is granted a variance) in Williamson County constitute a subdivision that shall comply in all respects with Williamson County Subdivision Regulations and the Williamson County Engineering Guidelines, and an application for plat approval of the such proposed subdivision shall be prepared and submitted to the Williamson County Commissioners Court in accordance with the terms and procedures set forth in the regulations.

SR Investments, LTD appreciates Williamson County's work on this issue requests to be on the next available Commissioners Court meeting agenda for approval of these variances.

Regards,

A handwritten signature in black ink, appearing to read "John Lloyd", with a stylized flourish at the end.

John Lloyd  
SEDC DEVCO, Inc.

## EXHIBIT A

# Siena Townhomes at Mozart – Construction Plan Review Comments & Variances/Waivers

**From:** Doug Woodall [doug.woodall@wilco.org](mailto:doug.woodall@wilco.org)

**Date:** November 15, 2017

Williamson County has completed review of the construction plans submitted for Siena Townhomes at Mozart. The following comments are offered for your consideration. Noted items would be considered variances from the Williamson County Subdivision Regulations or exceptions to the various manuals and design criteria referenced in the regulations.

**Overall comment** - Based on the determination that a condominium development comprised of subdivided tracts of land is a subdivision within the meaning of the provisions for subdivision regulations in Chapter 232, Subsection A and E, regardless of whether the land is owned by a single owner or commonly owned by multiple owners, Chapter 82 of the Property Code does not supersede or supplant the provisions of the Chapter 232 Local Government Code subdivision requirements. Therefore, all un-platted roads in private subdivisions must meet 2013 County road standards.

### Private Roads

- Variance - 9.9 requires that the Owner shall provide a maintenance schedule for the roads to the County Engineer for approval prior to placement of the final plat on the Commissioners Court agenda for approval. The schedule shall include the maintenance activities, their cycle of occurrence, and the current cost of providing the maintenance activity. The total cost of the activities along with a rate of inflation shall be used to determine the annual assessment per lot.
- Waiver - No more than three (3) residences may be served by a single joint use driveway without constructing to private road standards (ATCM 5.3.1 H)
- A note should be added to the cover sheet clarifying that the roads are private, that Williamson County will never accept or maintain the roads unless they meet county standards in effect at the time of initial construction, and that the roads shall be maintained to a standard that will allow for emergency services access in perpetuity.

### P&P Sheets

- Have the plans been submitted to the emergency services district/fire department in which this development is located (ESD No. 3, Hutto Fire Rescue, (512) 759-2616)?
- Per subdivision regulations section 4.10 & 5.7, all street names should be shown on the plans. These are shown as Street "A", "B", etc.
- Variance - There is one horizontal curve on Street "D", C17 that does not meet 25 MPH design speed required for local roadways. B3.6.4 requires local roads to have a minimum design speed of 25 MPH.
- Variance - Hammerhead design are not allowed. Street should end with a cul-de-sac. Permanent cul-de-sac streets over 150' throat length require a 60 ft radius right-of-way, 54 ft radius base and minimum 50' radius to LOG; for less than 150' throat, a 50' radius right-of-way, 44' radius base and 40' radius to FOC.

- Variance - Minimum vertical landing length (grade <2%) approaching intersections is 50' for locals approaching any type of roadway per ATCM Table 1-7. Three locations (Streets C, D & E) exceed this requirement.
- Waiver - The plans indicate multiple parking spaces along Street C and a parking island at Streets B & C. Private parking areas/spaces are not allowed along public streets.

#### **Typical Sections**

- Note on sheet 8, under the typical section refers to pavement thicknesses on sheet 2. There are no pavement thicknesses noted on page 2
- Variances - The proposed typical section consists of 30 feet of roadway BOC-BOC with 15 and 10-foot PUEs along each roadway. The pavement width is 26 feet face to face, with a non-standard laydown/4-inch rolled curb combination. Variances needed for:
  - B3.6.3 requires a minimum travel way width with from lip of gutter to lip of gutter of 30 feet,
  - B3.7.2 requires for all curbed roadway that the pavement base course be extended a minimum of 18 inches beyond the back of curb,
  - B11.2.4 requires, on curb and gutter roadways, the roadway shall be designed so that no more than one half of one travel lane shall be inundated by the 10-year storm. Ponding widths exceed this requirement for the 25-year storm and 10-year calculations were not provided,
  - B3.6.5 & Appendix G do not provide for the combination ribbon/rolled curb cross-section, and
  - Appendix H requires a curb height of 6-inches.

#### **Drainage**

- The maximum allowable distance for sheet flow (overland) is 100 feet.
- Every point within the storm drain must be a maximum of 250 feet from an access point (i.e., manhole or outfall) for drains 30 inches in diameter or smaller. A maximum of 300 feet is required for pipes greater than 30 inches. Storm drain along Street B exceeds this requirement.

#### **Signage Plan**

- An additional speed limit sign should be place on Street D off CR 110.

#### **Lot Requirements**

- Variances - Plat notes typically address setback requirements and minimum FFEs; however, as this development was platted as one condominium lot, setbacks are not dimensioned per Appendix F2. The set-backs appear to be 10 to 15 feet from the edge of the PUE. FFEs are not shown.

That should be it for this project. Please let me know if you have any question or need additional information.

**Commissioners Court - Regular Session**

**18.**

**Meeting Date:** 02/13/2018

Discuss consider and take appropriate action on a Resolution authorizing the County Judge to execute an Advance Funding Agreement with TxDOT

**Submitted For:** Terron Evertson

**Submitted By:** Kelly Murphy, Infrastructure

**Department:** Infrastructure

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on a Resolution authorizing the County Judge to execute an Advance Funding Agreement with Texas Department of Transportation for the design and construction of the Brushy Creek Regional Trail Phase V.

**Background**

The Commissioners Court previously approved the Advance Funding Agreement at its January 16, 2018 session. Texas Department of Transportation is now requiring the proposed Resolution to be approved and executed to signify authority for the County Judge to sign the Advance Funding Agreement.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Resolution- Brushy Crk Trl AFA

**Form Review**

**Inbox**

County Judge Exec Asst.  
Form Started By: Kelly Murphy  
Final Approval Date: 02/08/2018

**Reviewed By**

Wendy Coco

**Date**

02/08/2018 12:15 PM  
Started On: 02/08/2018 10:33 AM

**STATE OF TEXAS**

\*

**THE COMMISSIONERS COURT OF**

**COUNTY OF WILLIAMSON**

\*

**WILLIAMSON COUNTY, TEXAS**

**KNOW ALL MEN BY THESE PRESENT** that on this, the \_\_\_\_ day of \_\_\_\_\_, 201\_, the Commissioners Court of Williamson County, Texas, met in duly called session at the Courthouse in Georgetown, Texas and at said meeting, among other business, the Court considered the following.

**RESOLUTION:**

A RESOLUTION OF THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS, AUTHORIZING AND DIRECTING THE COUNTY JUDGE TO EXECUTE AN ADVANCE FUNDING AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR THE DESIGN AND CONSTRUCTION OF THE BRUSHY CREEK REGIONAL TRAIL PHASE V PROJECT; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

**WHEREAS**, the Brushy Creek Regional Trail Phase V Project involves construction of a 10 foot wide concrete trail with up to two bicycle and pedestrian bridges over Brushy Creek. The approximately 2.75 miles trail shall start from Hairy Man Road and continue to Creek Side Plaza and complete a gap in the current trail; and

**WHEREAS**, the Texas Department of Transportation has awarded up to \$2,219,977 in Transportation Alternatives Program funds to be reimbursed to Williamson County for the project; and

**WHEREAS**, Williamson County is required to meet certain contract standards relating to the management and administration of the State funds; and

**WHEREAS**, Williamson County is required to execute an Advance Funding Agreement from the Texas Department of Transportation which outlines the contract standards that the County must follow in order to receive the Transportation Alternatives Program funds.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS:

**SECTION 1** The Williamson County Commissioners Court hereby authorizes and directs the County Judge to execute an Advance Funding Agreement with the Texas Department of Transportation for the Design and Construction of the Brushy Creek Regional Trail Phase V Project as described in Exhibit 'A'.

**SECTION 2** That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

*RESOLVED* this \_\_\_ day of \_\_\_\_\_, 201\_.

\_\_\_\_\_  
*Dan A. Gattis, County Judge*

*Attest:*

\_\_\_\_\_  
*Nancy E. Rister, County Clerk*

Exhibit 'A'  
Advance Funding Agreement  
Between TxDOT and Williamson County  
for the Brushy Creek Regional Trail Phase V Project

STATE OF TEXAS                   §  
COUNTY OF TRAVIS           §

**LOCAL PROJECT ADVANCE FUNDING AGREEMENT  
FOR A TRANSPORTATION ALTERNATIVES PROGRAM PROJECT  
MPO-Selected Off-System**

This Local Project Advance Funding Agreement (“LPAFA”) is made between the State of Texas (“State”), acting through the Texas Department of Transportation, and County of Williamson (“Local Government”), acting through its duly authorized officials.

**BACKGROUND**

Local Government and State have adopted a Master Agreement that states the general terms and conditions for transportation projects developed through this LPAFA.

Local Government prepared and submitted to State or Metropolitan Planning Organization (“MPO”) a nomination form for consideration under the Transportation Alternatives Program (“TAP”) for the project, which is briefly described as Brushy Creek Regional Trail Phase V (“Project”).

Federal law establishes federally funded programs for transportation improvements to implement its public purposes.

Federal law, 23 USC § 134 and 49 USC § 5303, requires that State and MPOs develop transportation plans and programs for urbanized areas of Texas.

Tex. Transp. Code §§ 201.103 and 222.052 establish that State shall design, construct, and operate a system of highways in cooperation with local governments.

Federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds.

The Texas Transportation Commission (“Commission”) passed Minute Order Number 114335 (“MO”) dated August 27, 2015 awarding funding for projects in the 2015 TAP Program Call of the Capital Area MPO, including Project.

The rules and procedures for TAP are established in 23 USC § 213, and 43 Tex. Admin. Code Subchapter 11.F.

The governing body of Local Government has approved entering into this Agreement by resolution or ordinance dated \_\_\_\_\_, which is attached to and made a part of this Agreement as Attachment A.

Therefore, State and Local Government agree as follows:

## AGREEMENT

### 1. Period of Agreement and Performance

1.1. Period of Agreement. The period of this LPAFA is as stated in the Master Agreement, without exception.

1.2. Period of Performance.

- a. The Performance Period for each phase of work begins on the date specified in the Federal Project Authorization Agreement ("FPAA") for that phase of work. Local Government may not begin work until issued the State Letter of Authority ("SLOA") for that phase of work.
- b. The Performance Period for each phase of work ends on the date specified in the FPAA for that phase of work.

### 2. Termination of the Agreement

2.1. This Agreement may be terminated by any of the following conditions:

- a. By mutual written consent and agreement of all parties;
- b. By any party with 90 days written notice; or
- c. By either party, upon the failure of the other party to fulfill the obligations as set forth in this Agreement. Any cost incurred due to such breach of contract shall be paid by the breaching party.

2.2. If the potential termination of this Agreement is due to the failure of Local Government to fulfill its contractual obligations, State will notify Local Government that possible breach of contract has occurred. Local Government should make every effort to remedy the breach within a period mutually agreed upon by both parties.

2.3. If Local Government withdraws from Project after this Agreement is executed, Local Government shall be responsible for all direct and indirect Project costs as identified by the State's cost accounting system and with 2 CFR Part 200 recapture requirements.

2.4. A project may be eliminated from the program as outlined below. If Project is eliminated for any of these reasons, this Agreement will be appropriately terminated. A project may be eliminated from the program, and this Agreement terminated, if:

- a. Local Government fails to satisfy any requirements of the program rules cited in 43 Tex. Admin. Code Subchapter 11.F.
- b. The implementation of Project would involve significant deviation from the activities proposed in the nomination form and approved by the Texas Transportation Commission or MPO in consultation with State.
- c. Local Government withdraws from participation in Project.
- d. State determines that federal funding may be lost due to Project not being implemented and completed.

- e. Funds are not appropriated, in which case this Agreement shall be terminated immediately with no liability to either party. Payment under this Agreement beyond the current fiscal biennium is subject to availability of appropriated funds.
  - f. The associated FPAA is not issued by the end of the third federal fiscal year following the federal fiscal year for which the funds are authorized. Federal fiscal years run October 1 through September 30.
  - g. Local Government fails to attend progress meetings at least twice yearly, as scheduled by State.
- 2.5. State, at its sole discretion, may terminate this Agreement if State does not receive project invoice within 270 days of FPAA.

### **3. Amendments**

Amendments to this LPAFA shall be made as described in the Master Agreement, without exception.

### **4. Scope of Work, Use of Project, and Project Location**

- 4.1. The scope of work for Project (located as shown in Attachment B, Project Location Map) consists of: construction of a 10 foot wide concrete trail with up to two bicycle and pedestrian bridges over Brushy Creek. The approximately 2.75 miles trail shall start from Hairy Man Road and continue to Creek Side Plaza and complete a gap in the current trail.
- 4.2. Any project changes proposed must be submitted in writing by Local Government to State. Changes may also require an amendment to this Agreement and the approval of the FHWA, State, MPO, or the Commission. Any changes undertaken without written approval and amendment of this Agreement may jeopardize not only the federal funding for the changes, but the federal funding of the entire Project.

### **5. Right of Way and Real Property Acquisition**

- 5.1. Right of way and real property acquisition shall be the responsibility of Local Government. Title to right of way and other related real property must be acceptable to State before funds may be expended for the improvement of the right of way or real property. If Local Government is the owner of any part of Project site under this Agreement, Local Government shall permit State or its authorized representative access to occupy the site to perform all activities required to execute the work.
- 5.2. Local Government will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 USC § 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to Local Government, and benefits applicable to the relocation of any displaced person as defined in 49 CFR § 24.2(g). Documentation to support such compliance must be maintained and made available to State and its representatives for review and inspection.
- 5.3. Local Government shall assume all costs and perform all work necessary to obtain needed evidence of title or right of use to the real property required for development of Project. Evidence of title or right of use shall be acquired in the name of (1) State, if the real property is to be made part of the State Highway System, and (2) Local Government, otherwise. The evidence of title or rights shall be acceptable to State, and be free and clear of all encroachments. Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop Project according to the approved

Project plans. Local Government shall be responsible for securing any additional real property required for completion of Project.

- 5.4.** Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to State for approval prior to Local Government acquiring the real property. Tracings of the maps shall be retained by Local Government for a permanent record.
- 5.5.** Local Government shall determine property values for each real property parcel to be purchased with federal funds using methods acceptable to State and shall submit to State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations must list the parcel numbers, ownership, acreage, and recommended compensation. The tabulation must be accompanied by an explanation to support the estimated values, together with a copy of the documentation and reports used in calculating each parcel's value. Expenses incurred by Local Government in performing this work may be eligible for reimbursement after Local Government has received written authorization by State to proceed with determination of real property values. State will review the data submitted and will base its reimbursement for parcel acquisitions on these in determining the fair market values.
- 5.6.** For State-selected projects, Local Government shall not use eminent domain or condemnation to acquire real property for this TAP Project.
- 5.7.** Reimbursement for real property costs will be made to Local Government for real property purchased in an amount not to exceed 80 percent of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed 80 percent of State's predetermined fair market value of each parcel, or the net cost thereof, whichever is less. In addition, reimbursement will be made to Local Government for necessary payments to appraisers for expenses incurred in order to assure good title.
- 5.8.** Local Government and current property owner are responsible for any costs associated with the relocation of displaced persons and personal property as well as incidental expenses incurred in acquiring property to implement Project. State will not pay any of these costs.
- 5.9.** If Project requires the use of real property to which Local Government will not hold title, a separate agreement between the owners of the real property and Local Government must be executed prior to execution of this Agreement. The separate agreement between Local Government and the current property owner must establish that Project will be dedicated for public use for a period of time not less than ten years after project completion and commensurate with the federal investment as outlined in 43 Tex. Admin. Code § 11.317. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of Project after completion. The separate agreement must be approved by State prior to its execution and a copy of the executed separate agreement shall be provided to State.
- 5.10.** Local Government shall execute individually or produce a legal document as necessary to provide for Project's continued use from the date of completion, and agrees to cause the same to be recorded in the land records of the appropriate jurisdiction.
- 5.11.** Local governments receiving federal funds must comply with 23 CFR Part 710 and 49 CFR Part 24, and with the procedures provided in Chapter 6 of the State's Local Government Project Policy Manual. Local Government agrees to monitor Project to ensure: (1) continued use of the property for approved

activities, and (2) the repayment of the Federal funds, as appropriate. Local Government agrees to the review of their Project accounts and site visits by State during the development of Project at any time. Upon Project completion, State will continue to perform periodic visits to confirm Project's continued use and upkeep.

- 5.12. Before the advertisement for bids, Local Government shall provide a certification to State that all real property has been acquired.

## 6. Utilities

Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable State laws, regulations, rules, policies, and procedures, including any cost to State of a delay resulting from Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. Unless specified in (1) the nomination form approved by State or MPO in consultation with State and (2) this agreement, Local Government will not be reimbursed with federal or state funds for the cost of required utility work. Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, Local Government shall provide, at State's request, a certification stating that Local Government has completed the adjustment of all utilities that must be adjusted before construction begins. Additional utility work may be required due to unknown conditions discovered during construction. These costs may be eligible for TAP participation if: (1) the activity is required to complete Project; (2) the cost is incidental to Project; and (3) TAP funding is available. Any change orders must be approved by State prior to incurring any cost for which reimbursement is sought.

## 7. Environmental Assessment and Mitigation

Development of Project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.

- 7.1. Local Government is responsible for the identification and assessment of any environmental problems associated with the development of Project.
- 7.2. Local Government is responsible for the cost of any environmental problem's mitigation and remediation. These costs will not be reimbursed or credited towards Local Government's financial share of Project unless specified in the nomination form and approved by State or MPO in consultation with State.
- 7.3. Local Government is responsible for providing any public meetings or public hearings required for development of the environmental assessment.
- 7.4. Before the advertisement for bids, Local Government shall provide to State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

## 8. Architectural and Engineering Services

Architectural and engineering services for preliminary engineering will be provided by Local Government. In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if Project is federally funded and Local Government will be seeking reimbursement for these services; and with Tex. Gov't Code Subchapter 2254.A., in all cases. Professional services contracts for federally funded projects must conform to federal requirements. For State-selected projects, architectural and engineering services are not eligible for TAP reimbursement.

- 8.1. The architectural contract documents shall be developed in accordance with the standards of the American Institute of Architects, the U.S. Secretary of the Interior's Standards for Historic Preservation Projects, Standards and Guidelines for Archeology and Historic Preservation, the National Register Bulletin Number 36: Guidelines for Evaluating and Registering Historical Archeological Sites and in consultation with the State Historic Preservation Officer, as applicable. The engineering plans shall be developed in accordance with State's applicable Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges and the two American Association of State Highway and Transportation Officials' ("AASHTO") publications, "A Policy on Geometric Design of Highways and Streets" and "Guide for the Development of Bicycle Facilities," as applicable. All contract procurement procedures and documents must adhere to the applicable requirements established in the Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges. The use of other systems of specifications shall be approved by State in writing in advance.
- 8.2. When architectural and engineering services are provided by or through Local Government, Local Government shall submit any plans it has completed to State for review and approval. Local Government may also submit the plans to State for review any time prior to completion. Local Government shall make the necessary revisions determined by State. Local Government will not let the construction contract until all required plans have received State approval.
- 8.3. When architectural and engineering services are provided by or through State, then the following applies:  
State is responsible for the delivery and performance of any required architectural or preliminary engineering work. Local Government may review and comment on the work as required to accomplish Project purposes. State will cooperate with Local Government in accomplishing these Project purposes to the degree permitted by state and federal law.

## 9. Construction Responsibilities

- 9.1. Local Government shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by State prior to advertising for construction.
- 9.2. All contract letting and award procedures must be approved by State prior to letting and award of the construction contract, whether the construction contract is awarded by State or by Local Government.
- 9.3. All contract change order review and approval procedures must be approved by State prior to start of construction.
- 9.4. Upon completion of Project, the party constructing Project will issue and sign a "Notification of Completion" acknowledging Project's construction completion.
- 9.5. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements provided in 23 CFR Parts 633 and 635, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR Subpart 635.B.
- 9.6. Any field changes, supplemental agreements, or revisions to the design plans that may occur after the construction contract is awarded will be mutually agreed to by State and Local Government prior to

authorizing the contractor to perform the work. Prior to completion of Project, the party responsible for construction will notify the other party to this Agreement of the anticipated completion date. All parties will be afforded the opportunity to assist in the final review of the construction services performed by the contractor.

## **10. Project Maintenance**

- 10.1.** Upon completion of Project, Local Government will be responsible for maintaining the completed facility for public use. The property shall be maintained and operated for the purpose for which it was approved and funded for a period of time commensurate with the federal investment or State rules, whichever is greater. Should Local Government at any time after Project completion decide it can no longer maintain and operate Project for its intended purpose, Local Government shall consult with State and the FHWA as to the disposal or alternate uses, consistent with Project's original intent. State may require Local Government to return the federal funds in accordance with 2 CFR Part 200 federal recapture requirements. Should Local Government consider conveying the property, State and FHWA must be notified prior to the sale, transfer, or disposal of any property that received federal funds. Written concurrence of approval for the transaction, detailing any required recapture, must be obtained from FHWA prior to the transaction. Advance notice from Local Government of their intended action must be submitted to State for an FHWA review a minimum of 90 days prior to any action being taken by Local Government. Local Government shall be held responsible for reimbursement of all federal funds used or a portion of those funds based on a pro-rata amount, considering the original percentage of federal funds provided and the time elapsed from Project completion date. This same percentage of reimbursement also applies to any amount of profit that may be derived from the conveyance of the property, as applicable.
- 10.2.** Any manufacturer warranties extended to Local Government as a result of Project shall remain in the name of Local Government. State shall not be responsible for honoring any warranties under this Agreement.
- 10.3.** Should Local Government derive any income from the development and operation of Project, a portion of the proceeds sufficient for the maintenance and upkeep of the property shall be set aside for future maintenance. A project income report shall be submitted to State on a quarterly basis. Monies set aside according to this provision shall be expended using accounting procedures and with the property management standards established in 2 CFR Part 200.
- 10.4.** Should any historic properties be included in or affected by this federally funded Project, the historic integrity of the property and any contributing features must continue to be preserved regardless of any approved changes that may occur throughout the life of Project.

## **11. Local Project Sources and Uses of Funds**

- 11.1.** A Project Budget Estimate and Source of Funds is provided as Attachment C, showing the total estimated development cost of Project. This estimate shows the itemized cost of real property, utilities, environmental assessments, construction, and other construction related costs. To be eligible for reimbursement or as in-kind contribution, costs must have been included in the nomination form approved by the Texas Transportation Commission or MPO in consultation with State. State and the Federal Government will not reimburse Local Government for any work performed outside the Performance Period. After federal funds have been obligated, State will send to Local Government a copy of the formal documentation showing the obligation of funds including federal award information. Local

Government is responsible for 100 percent of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.

- 11.2.** If Local Government will perform any work under this Agreement for which reimbursement will be provided by or through State, Local Government must complete training in Local Government Procedures Qualification for the Texas Department of Transportation before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on Project successfully completes and receives a certificate for the course. Local Government shall provide the certificate of qualification to State. The individual who receives the training certificate may be an employee of Local Government or an employee of a firm that has been contracted by Local Government to perform oversight of Project. State in its discretion may deny reimbursement if Local Government has not designated a qualified individual to oversee Project.
- 11.3.** The Project budget and source of funds estimate based on the budget provided in the nomination form is included as Attachment C. Attachment C shows the percentage and estimated dollar amounts to be contributed to Project by state and local sources, as well as the maximum amount in federal Transportation Alternative Program funds assigned by the Commission or MPO in consultation with State to Project. This Agreement may be amended from time to time as required to meet the funding commitments based on revisions to the Transportation Improvement Program, Federal Project Authorization and Agreement ("FPAA"), or other federal documents.
- 11.4.** Local Government will be responsible for all non-federal participation costs associated with Project, including any overruns in excess of Project's estimated budget and any operating or maintenance expenses.
- 11.5.** State will be responsible for securing the federal share of funding required for the development and construction of Project, in an amount not to exceed 80 percent of the actual cost of the work up to the amount of funds approved for Project by the Texas Transportation Commission or MPO in consultation with State. Federal funds will be reimbursed on a cost basis. Project costs incurred prior to issuance of the SLOA are not eligible for reimbursement.
- 11.6.** Following execution of this Agreement, but prior to the performance of any plan review work by State, Local Government will pay to State the amount specified in Attachment C for plan review. At least 60 days prior to the date set for receipt of the construction bids, Local Government shall remit its remaining local match as specified in Attachment C for State's estimated construction oversight and construction cost.
- 11.7.** In the event State determines that additional funding is required by Local Government at any time during Project, State will notify Local Government in writing. Local Government is responsible for the percentage of the authorized Project cost shown in Attachment C and 100 percent of any overruns above the federally authorized amount. Local Government will make payment to State within 30 days from receipt of State's written notification.
- 11.8.** Whenever funds are paid by Local Government to State under this Agreement, Local Government will remit a warrant made payable to the "Texas Department of Transportation." The warrant will be deposited by State and managed by State. Funds may only be applied by State to Project.
- 11.9.** Upon completion of Project, State will perform an audit of Project costs. Any funds due to Local Government, State, or the Federal Government will be promptly paid by the owing party. If after final Project accounting, any excess funds remain, those funds may be applied by State to Local Government's

contractual obligations to State under another advance funding agreement with approval by appropriate personnel of Local Government.

- 11.10.** In the event Project is not completed, State may seek reimbursement from Local Government of the expended federal funds. Local Government will remit the required funds to State within 60 days from receipt of State's notification.
- 11.11.** If any existing or future local ordinances, commissioners court orders, rules, policies, or other directives, including but not limited to outdoor advertising billboards and storm water drainage facility requirements, are more restrictive than state or federal regulations, or if any other locally proposed changes, including but not limited to plats or re-plats, result in increased costs, then any increased costs associated with the ordinances or changes will be paid by Local Government. The cost of providing right of way acquired by State shall mean the total expenses in acquiring the property interests through negotiations, including, but not limited to, expenses related to relocation, removal, and adjustment of eligible utilities.
- 11.12.** The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under the Agreement or indirectly through a contract or subcontract under the Agreement. Acceptance of funds directly under the Agreement or indirectly through a contract or subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- 11.13.** State will not pay interest on any funds provided by Local Government.
- 11.14.** State will not execute the contract for the construction of Project until the required funding has been made available by Local Government in accordance with this Agreement.
- 11.15.** Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by State no more frequently than monthly, and no later than 90 days after costs are incurred. If Local Government submits invoices more than 90 days after the costs are incurred, and if federal funding is reduced as a result, State shall have no responsibility to reimburse Local Government for those costs.
- 11.16.** If Local government is an Economically Disadvantaged County ("EDC") and if State has approved adjustments to the standard financing arrangement, this agreement reflects those adjustments.

## **12. Document and Information Exchange**

Local Government agrees to electronically deliver to State all general notes, specifications, contract provision requirements, and related documentation in a Microsoft Word or similar format. If requested by State, Local Government will use State's document template. Local Government shall also provide a detailed construction time estimate, including types of activities and month in which the activity will be completed, in the format required by State. This requirement applies whether Local Government creates the documents with its own forces or by hiring a consultant or professional provider. At the request of State, Local Government shall submit any information required by State in the format directed by State.

**13. Incorporation of Master Agreement Provisions**

This LPAFA incorporates all of the governing provisions of the Master Agreement in effect on the date of final execution of this LPAFA, unless an exception has been made in this agreement.

**14. Compliance with Laws**

The parties 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 manner affecting the performance of this LPAFA. When required, Local Government shall furnish State with satisfactory proof of this compliance.

**15. Disadvantaged Business Enterprise Program Requirements**

- 15.1. The parties shall comply with the Disadvantaged Business Enterprise (“DBE”) Program requirements established in 49 CFR Part 26.
- 15.2. Local Government shall adopt, in its totality, State’s federally approved DBE program.
- 15.3. Local Government shall set an appropriate DBE goal consistent with State’s DBE guidelines and in consideration of Local market, project size, and nature of the goods or services to be acquired. Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.
- 15.4. Local Government shall follow all other parts of State’s DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation’s Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address: [http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou\\_attachments.pdf](http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf).
- 15.5. Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. State’s DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to Local Government of its failure to carry out its approved program, State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC § 3801 et seq.).
- 15.6. Each contract Local Government signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

*The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

**16. Debarment Certifications**

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a contract, subcontract, or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by State, to furnish a copy of the certification.

**17. Lobbying Certification**

In executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- 17.1.** No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- 17.2.** If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for Local Government shall complete and submit the federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 17.3.** The parties shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite imposed by 31 USC § 1352 for making or entering into this transaction. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**18. Insurance**

- 18.1.** Should this Agreement authorize Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide State with a fully executed copy of State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and State may recover damages and all costs of completing the work.
- 18.2.** For projects including buildings, Local Government agrees to insure the building according to Department specifications and further agrees to name the Federal Government as a "Loss Payee" should the building be destroyed.

**19. Federal Funding Accountability and Transparency Act Requirements**

**19.1.** Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act ("FFATA") and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms:

<http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and

<http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.

**19.2.** Local Government agrees that it shall:

- a. Obtain and provide to State a System for Award Management ("SAM") number (Federal Acquisition Regulation ("FAR") Subpart 4.11) if this award provides more than \$25,000 in Federal funding. The SAM number may be obtained by visiting the SAM website whose address is <https://www.sam.gov/portal/public/SAM/>
- b. Obtain and provide to State a Data Universal Numbering System ("DUNS") number, a unique nine-character number that allows the federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet on-line registration website <http://fedgov.dnb.com/webform>; and
- c. Report the total compensation and names of its top five executives to State if:
  1. More than 80 percent of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
  2. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

**20. Single Audit Report**

**20.1.** The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR Part 200.

**20.2.** If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division at [singleaudits@txdot.gov](mailto:singleaudits@txdot.gov). If expenditures are less than the threshold during Local Government's fiscal year, Local Government must submit a statement to TxDOT's Compliance Division as follows:

*We did not meet the \$\_\_\_\_\_ expenditure threshold and therefore, are not required to have a single audit performed for FY \_\_\_\_\_.*

**20.3.** For each year Project remains open for federal funding expenditures, Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or Project has been formally closed out and no charges have been incurred within the current fiscal year.

**21. Civil Rights Compliance**

- 21.1. Compliance with Regulations:** The Local Government will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 21.2. Nondiscrimination:** The Local Government, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- 21.3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this contract and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
- 21.4. Information and Reports:** The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations and instructions. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- 21.5. Sanctions for Noncompliance:** In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this contract, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
- a. withholding of payments to the Local Government under the contract until the Local Government complies and/or
  - b. cancelling, terminating, or suspending of the contract, in whole or in part.
- 21.6. Incorporation of Provisions:** The Local Government will include the provisions of paragraphs 21.1 through 21.6 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Local Government becomes involved in, or is threatened with, litigation with a subcontractor, or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

## **22. Pertinent Non-Discrimination Authorities**

During the performance of this contract, the Performing Agency, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- 22.1.** Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- 22.2.** The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).
- 22.3.** Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- 22.4.** Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- 22.5.** The Age Discrimination Act of 1975, as amended, (49 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- 22.6.** Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- 22.7.** The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not).
- 22.8.** Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- 22.9.** The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- 22.10.** Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- 22.11.** Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).

CSJ: 0914-05-191  
District #: 14-AUS  
Code Chart 64#: 50246  
Project: Brushy Creek Regional Trail Phase V  
CFDA Title: Highway Planning and Construction  
CFDA Number: 20.205  
Federal Highway Administration  
Not Research and Development

22.12. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

**23. Signatory Warranty**

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

**24. Compliance with Accessibility Standards**

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

Each party is signing this agreement on the date stated opposite that party's signature.

County of Williamson

Date: 01-17-2018

By:   
Dan A. Gattis  
Judge, County of Williamson

**THE STATE OF TEXAS**

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

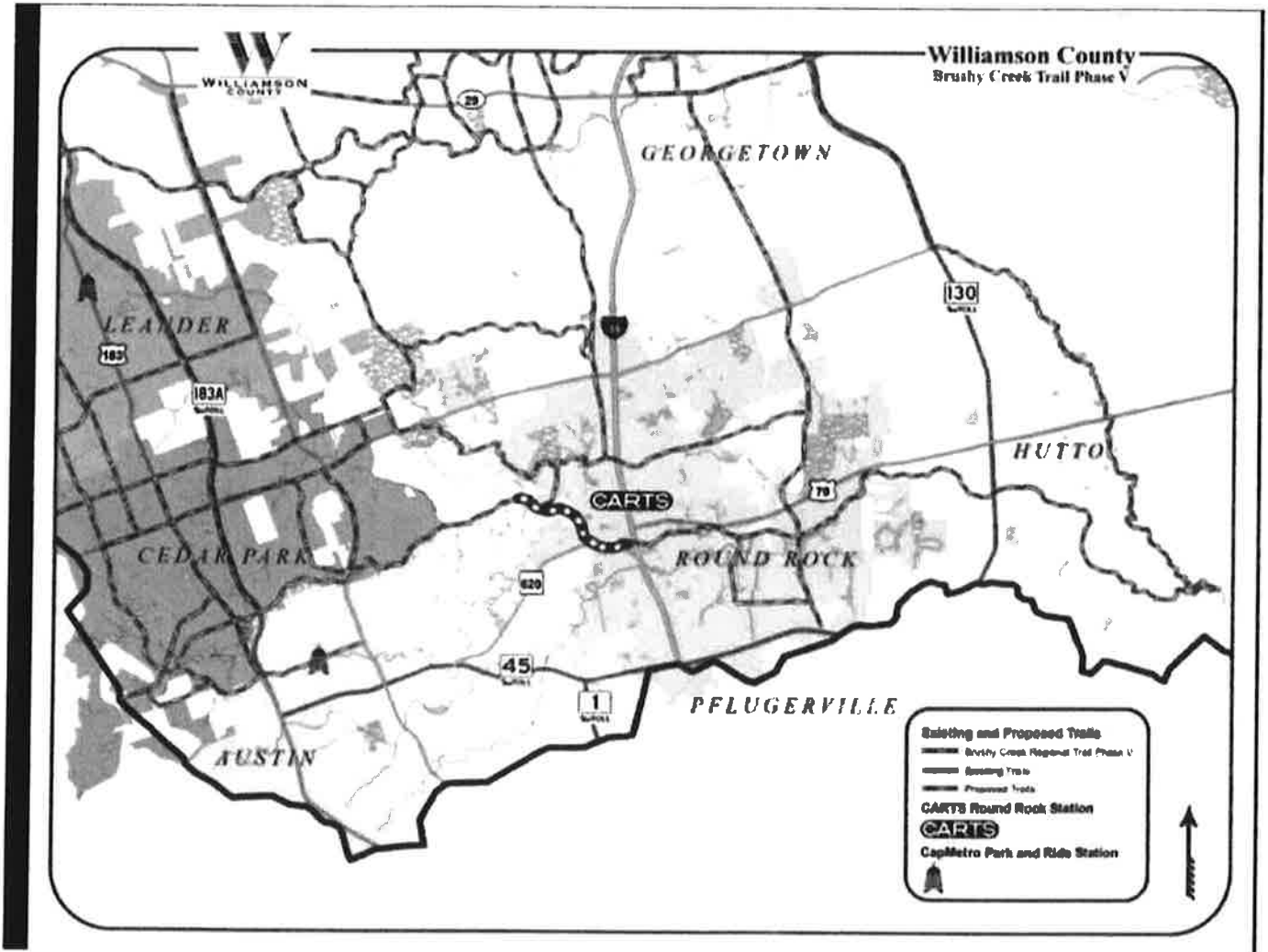
By: \_\_\_\_\_  
Kenneth Stewart  
Director of Contract Services  
Texas Department of Transportation

CSJ: 0914-05-191  
District #: 14-AUS  
Code Chart 64#: 50246  
Project: Brushy Creek Regional Trail Phase V  
CFDA Title: Highway Planning and Construction  
CFDA Number: 20.205  
Federal Highway Administration  
Not Research and Development

**ATTACHMENT A**  
**RESOLUTION OF LOCAL GOVERNMENT**

CSJ: 0914-05-191  
District #: 14-AUS  
Code Chart 64#: 50246  
Project: Brushy Creek Regional Trail Phase V  
CFDA Title: Highway Planning and Construction  
CFDA Number: 20.205  
Federal Highway Administration  
Not Research and Development

### ATTACHMENT B PROJECT LOCATION MAP



CSJ: 0914-05-191 Fed. # STP: {enter CSJ}  
 Code Chart 64#: 50246  
 Project: Brushy Creek Regional Trail Phase V  
 CFDA Title: Highway Planning and Construction  
 CFDA No.: 20.205  
 Federal Highway Administration  
 Not Research and Development

**ATTACHMENT C**  
**PROJECT ESTIMATE AND SOURCE OF FUNDS**  
 (State or LG) Performs PE Work or Hires Consultant / (State or LG) Lets Project to Construction

Description of Project Costs to be Incurred	Total Project Cost Estimate	Work Performed by Local Government ("LG")							
		Federal Participation		State Participation		Local Government (LG)			
		%	Cost	%	Cost	%	Cost		
Planning/Maps/Education/Non-CST	\$0		0%	\$0	0%	\$0	0%	\$0	
Preliminary Engineering	\$193,042		0%	\$0	0%	\$0	0%	\$193,042	
Environmental Cost	\$0		0%	\$0	0%	\$0	0%	\$0	
Right of Way	\$0		0%	\$0	0%	\$0	0%	\$0	
Utilities	\$0		0%	\$0	0%	\$0	0%	\$0	
Construction	\$1,930,415		57%	\$1,100,336	0%	\$0	43%	\$830,079	
In-kind donation Value (Add to Total Project Cost - 20% Maximum value)	\$0		0%	\$0	0%	\$0	0%	\$0	
<b>Work by LG Subtotal</b>	<b>\$2,123,457</b>			<b>\$0</b>		<b>\$0</b>		<b>\$1,023,121</b>	
<b>Work Performed by the State (Local Participation paid up front by LG to TxDOT)</b>									
Preliminary Engineering <sup>1</sup>	\$0		0%	\$0	0%	\$0	0%	\$0	
Environmental Cost <sup>1</sup>	\$0		0%	\$0	0%	\$0	0%	\$0	
Right of Way <sup>3</sup>	\$0		0%	\$0	0%	\$0	0%	\$0	
Utilities <sup>2</sup>	\$0		0%	\$0	0%	\$0	0%	\$0	
Construction <sup>2</sup>	\$0		0%	\$0	0%	\$0	0%	\$0	
<b>Work by State Subtotal</b>	<b>\$0</b>			<b>\$0</b>		<b>\$0</b>		<b>\$0</b>	

CSI: 0914-05-191 Fed. # STP: {enter CSI}  
 Code Chart 64#: 50246  
 Project: Brushy Creek Regional Trail Phase V  
 CFDA Title: Highway Planning and Construction  
 CFDA No.: 20.205  
 Federal Highway Administration  
 Not Research and Development

Direct and Indirect State Costs Incurred for Review, Inspection, Administration & Oversight							
Description of Project Costs to be Incurred	Total Project Cost Estimate	Federal Participation		State Participation		Local Government (LG) Participation	
		%	Cost	%	Cost	%	Cost
Preliminary Engineering <sup>1</sup>	\$43,434	80%	\$34,747	0%	\$0	20%	\$8,687
Environmental Cost <sup>1</sup>	\$28,956	80%	\$23,165	0%	\$0	20%	\$5,791
Right of Way <sup>1</sup>	\$7,237	80%	\$5,790	0%	\$0	20%	\$1,447
Utilities <sup>1</sup>	\$7,237	80%	\$5,790	0%	\$0	20%	\$1,447
Construction <sup>2</sup>	\$202,698	80%	\$162,158	0%	\$0	20%	\$40,540
Direct State Costs Subtotal	\$289,562	80%	\$231,650	0%	\$0	20%	\$57,912
Indirect State Costs	\$123,161		\$0		\$123,161		\$0
<b>TOTAL PARTICIPATION</b>	<b>\$2,536,180</b>		<b>\$1,331,986</b>		<b>\$123,161</b>		<b>\$1,081,033</b>
In-kind Contribution Credit Applied						0%	\$193,042
<b>TOTAL REMAINING PARTICIPATION AFTER IN-KIND CONTRIBUTION</b>							<b>\$887,991</b>

The estimated total participation by Local Government is \$1,081,033, plus 100% of overruns. (\*Local Government will provide an overmatch.)  
 Total estimated payment by Local Government to State is \$57,912.

<sup>1</sup>Local Government's first payment of \$17,372 is due to State within 30 days from execution of this contract. (Previously received November, 2016)

<sup>2</sup>Local Government's second payment of \$40,540 is due to State within 60 days prior to the Construction contract being advertised for bids.

<sup>3</sup>if ROW is to be acquired by State, Local Government's share of property cost will be due prior to acquisition.

The eligible percent of required local match is stated in the nomination and must be 20% or greater, unless In-Kind, EDC adjustments or TDCs are applied. This is an estimate, the final amount of Local Government participation will be based on actual costs.

Maximum federal TAP funds available for Project are \$1,331,986.

**Commissioners Court - Regular Session**

19.

**Meeting Date:** 02/13/2018

CR 200 Contract

**Submitted For:** Charlie Crossfield

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

**Department:** Road Bond

**Agenda Category:** Regular Agenda Items

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**Information**

**Agenda Item**

Discuss, consider and take appropriate action on a real estate contract with John D. Austin for right of way needed on the CR 200 project (Parcel 1). Funding Source: Road Bonds P285

**Background**

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**Fiscal Impact**

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

**Attachments**

[Austin Contract](#)

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**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 02/07/2018

**Reviewed By**

Wendy Coco

**Date**

02/07/2018 03:17 PM

Started On: 02/07/2018 02:41 PM

**REAL ESTATE CONTRACT**  
CR 200 Right of Way—Parcel 1

THIS REAL ESTATE CONTRACT ("Contract") is made by JOHN D. AUSTIN (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:

A tract of land containing 0.432 acres of land, more or less, out of the Richard West Survey, Abstract 642, Williamson County, Texas and being out of a called 1.99 acre tract conveyed to John D. Austin by deed recorded in Volume 665, Page 340, Deed Records of Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 1**);

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

**ARTICLE II**  
**PURCHASE PRICE**

Purchase Price

2.01. The Purchase Price for the Property described in Exhibit "A", any improvements on the Property, and any damage to or cost to cure for the remaining property of Seller as a result of this transaction shall be the sum of ONE HUNDRED FIFTY THOUSAND FOUR HUNDRED TWENTY and 00/100 Dollars (\$150,420.00).

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 Austin Title Company on or before February 13th, 2018, 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

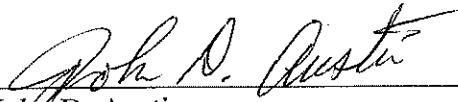
8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

Texas Department of Transportation

8.11 Seller and Purchaser are working together to secure from the Texas Department of Transportation (TxDOT) driveway access from SH 29 to Seller's remaining property adjacent to the Property. The obligations in this Contract are not conditioned on action by TxDOT, but TxDOT has given "preliminary approval" for a right-in driveway as detailed on Exhibit "C" attached to this Contract.

*[signature page follows]*

**SELLER:**

  
\_\_\_\_\_  
John D. Austin

Address: 2052 CR 201.  
Liberty Hill, Texas 78642

Date: 2-4-2018

**PURCHASER:**

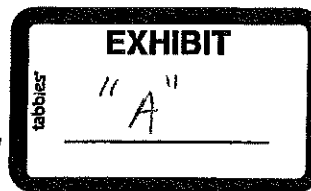
WILLIAMSON COUNTY, TEXAS

By: \_\_\_\_\_  
Dan A. Gattis  
County Judge

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

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

County: Williamson County  
 Roadway: CR. 200



**PROPERTY DESCRIPTION  
 PARCEL 1**

BEING A 0.432 ACRE (18,802 SQUARE FEET) TRACT OF LAND SITUATED IN THE RICHARD WEST SURVEY, ABSTRACT 643 IN WILLIAMSON COUNTY, TEXAS AND BEING OUT OF A CALLED 1.99 ACRE TRACT CONVEYED TO JOHN D. AUSTIN BY DEED RECORDED IN VOLUME 665, PAGE 340 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS (D.R.W.C.) AS SHOWN ON THE ACCOMPANYING SKETCH, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a ½" iron rod with plastic cap stamped "SURVTEX" set on the northerly line of State Highway (S.H.) 29 (a variable width right-of-way (R.O.W.) recorded in Volume 414, Page 338, D.R.W.C.), same being a southerly line of said 1.99 acre tract, and being the southerly termination of the proposed easterly R.O.W. line of Williamson County Road 200 (C.R. 200) for the southeast corner hereof, from which a broken Texas Department of Transportation (TxDOT) concrete right-of-way marker found marking an angle point in the north line of said SH 29 same being an angle point in the south line of said 1.99 acre tract bears S 55°38'49" E, 82.30' for reference;

1. **THENCE** N 55°38'49" W, with the common line of said SH 29 and said 1.99 acre tract, 71.55' to a calculated angle point in said common line, from which, a broken concrete right-of-way marker found bears S 74°41'48" W, 0.50' for reference;
2. **THENCE** S 74°41'48" W, continuing with said common line, 9.96' to a ½" iron rod found with cap stamped "Forest" found at the intersection of the northerly line of said SH 29 with the existing east margin of C.R. 200 (no recording information found), and being the southwest corner of said 1.99 acre tract and the southwest corner hereof;
3. **THENCE** N 15°00'43" W, with the existing east margin of said C.R. 200, same being the west line of said 1.99 acre tract, 341.98' to a calculated point at the intersection of the existing east margin of C.R. 200 with the south line of a tract deeded to the City of Austin by quitclaim deed described in Volume 1417, Page 282, of the Official Records of Williamson County, Texas (O.R.W.C.), wherein the Southern Pacific Transportation Company is described as the grantor of said quitclaim deed, same being the northern most corner of said 1.99 acre tract and the northwest corner hereof, from which a ½" iron rod stamped "Forest" found bears N 76°28'50" W, 1.53' for reference;
4. **THENCE** S 55°36'44" E, with the common line of said railroad and said 1.99 acre tract, 87.52' to a ½" iron rod with plastic cap stamped "SURVTEX" set marking the northerly termination of the proposed easterly line of C.R. 200 for northeast corner hereof, from which a broken concrete right-of-way marker found bears S 55°37'00" E, 547.26' for reference;

EXHIBIT \_\_

County: Williamson County  
Roadway: CR. 200

- 5. **THENCE** S 14°56'28" E, across said 1.99 acre tract and with the proposed easterly line of C.R. 200, 329.77' to the **POINT OF BEGINNING** and containing 0.432 acres (18,802 square feet) of land, more or less.

The bearings shown hereon are based on: Texas State Plane, Central Zone, NAD 83 (2011). Distances are surface values, scaled using a project Surface Adjustment Factor of 1.00015. (Surface = Plane x 1.00015).

The square footage calculated and shown herein is based on a computed closure of this parcel(s) and is included for informational purposes only.

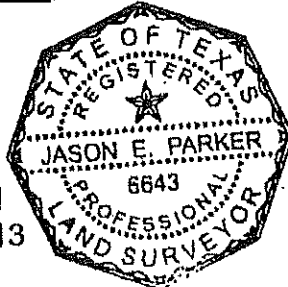
This property description is accompanied by a separate plat of even date.

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

That I, Jason E. Parker, a Registered Professional Land Surveyor, do hereby state 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 Cedar Park, Williamson County, Texas this the 25<sup>th</sup> day of Oct., 2017, A.D.

SURVTEX LLC  
600 W. Whitestone Blvd  
Cedar Park, Texas 78613  
(512) 249-8875  
TBPLS Firm #10084600



*[Handwritten Signature]*  
 \_\_\_\_\_  
 Jason E. Parker  
 Registered Professional Land Surveyor  
 No. 6643 – State of Texas

KYH, INC.  
 (0.603 ACRES)  
 DOC. 1999039801  
 O.P.R.W.C.

WINKLEY COMMERCIAL PARK  
 DOC. 2006037338 O.P.R.W.C.

LOT 3

LOT 4

50' R.L.

100' 50' 0 100'

**RICHARD WEST SURVEY C.R. 200**  
**ABSTRACT NO. 643**

NO RECORDING  
 INFORMATION FOUND

STATE OF TEXAS  
 CALLED 1.648 ACRES  
 VOL. 414, PG. 338  
 D.R.W.C.

N 15° 00' 43" W - 341.98'  
 (IN 13° 29' W - 342.7') EXISTING R.O.W.

"FOREST"

SEE DETAIL 'A'

PROPOSED R.O.W.

S 14° 56' 28" E  
 329.77'

P.O.B. 1

0.432 ACRE  
 18802 SQ. FT

JOHN D. AUSTIN  
 CALLED 1.99 ACRES  
 VOL. 665, PG. 340  
 D.R.W.C.

CITY OF AUSTIN  
 (FORMERLY SOUTHERN PACIFIC TRANSPORTATION COMPANY)  
 (REFERRED TO AS THE N.D. RAILROAD AND NOW OPERATED  
 BY CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY)  
 VOL. 1417, PG. 282, O.R.W.C.

S 74° 41' 48" W  
 9.96'  
 (S 76° 26' W - 10.00')

"FOREST"

DAMAGED

DETAIL 'A'  
 NOT TO SCALE

NOTES:

1. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. RECORD INFORMATION ON THIS SKETCH IS BASED ON A PUBLIC RECORDS SEARCH BY THE SURVEYOR AND MAY NOT INCLUDE ALL EASEMENTS OR INSTRUMENTS PERTAINING TO THIS PROPERTY.
2. THE BEARINGS SHOWN HEREON ARE: TEXAS STATE PLANE, CENTRAL ZONE, NAD 83 (2011). DISTANCES ARE SURFACE VALUES, SCALED USING A PROJECT SURFACE ADJUSTMENT FACTOR OF 1.00015. (SURFACE = PLANE X 1.00015).
3. IMPROVEMENTS SHOWN ARE FROM ON THE GROUND MAPPING PERFORMED IN 2015.
4. THE SQUARE FOOTAGE CALCULATED AND SHOWN HEREON IS BASED ON A COMPUTED CLOSURE OF THIS PARCEL AND IS FOR INFORMATIONAL PURPOSES ONLY.
5. PROPERTY DESCRIPTION WITH SAME DATE WAS PREPARED WITH THIS PLAT.

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

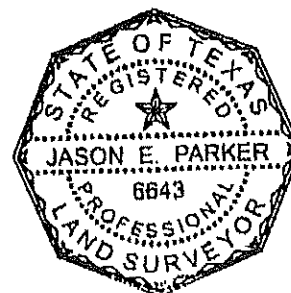
10-25-17

DATE

JASON E. PARKER  
 REGISTERED PROFESSIONAL LAND SURVEYOR  
 NO. 6643, STATE OF TEXAS



600 W. WHITESTONE BLVD.  
 CEDAR PARK, TEXAS 78613  
 PHONE: (512) 249-8875  
 FAX (512) 249-5040  
 TBPLS FIRM NO. 10084600



PARCEL 1  
 ACRES: 0.432  
 HIGHWAY: C.R. 200  
 ROW CSJ:  
 COUNTY: WILLIAMSON  
 SCALE: 1" = 100'  
 SHEET 3 OF 3

FILE:PO1.dgn

LEGEND

(UNLESS OTHERWISE NOTED)

- TxDOT TYPE I MONUMENT FOUND
- 1/2" IRON ROD SET WITH "SURVITEX" CAP
- 1/2" IRON ROD FOUND
- △ CALCULATED POINT
- ( ) RECORD INFORMATION
- D.R.W.C. DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.R.W.C. OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.P.R.W.C. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- P.R.W.C. PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- P.O.R. POINT OF REFERENCE



Parcel 1

DEED  
County Road 200 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 JOHN D. AUSTIN, 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:

A tract of land containing 0.432 acres of land, more or less, out of the Richard West Survey, Abstract 642, Williamson County, Texas and being out of a called 1.99 acre tract conveyed to John D. Austin by deed recorded in Volume 665, Page 340, Deed Records of Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (Parcel 1).

**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.

EXHIBIT     

County: Williamson County  
Roadway: CR. 200

- 5. **THENCE** S 14°56'28" E, across said 1.99 acre tract and with the proposed easterly line of C.R. 200, 329.77' to the **POINT OF BEGINNING** and containing 0.432 acres (18,802 square feet) of land, more or less.

The bearings shown hereon are based on: Texas State Plane, Central Zone, NAD 83 (2011). Distances are surface values, scaled using a project Surface Adjustment Factor of 1.00015. (Surface = Plane x 1.00015).

The square footage calculated and shown herein is based on a computed closure of this parcel(s) and is included for informational purposes only.

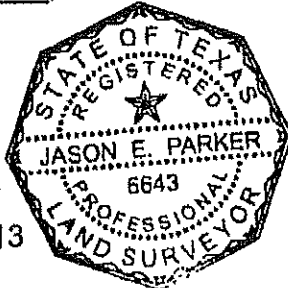
This property description is accompanied by a separate plat of even date.

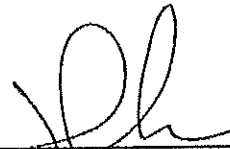
THE STATE OF TEXAS                   §  
   §        **KNOW ALL MEN BY THESE PRESENTS:**  
COUNTY OF WILLIAMSON           §

That I, Jason E. Parker, a Registered Professional Land Surveyor, do hereby state 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 Cedar Park, Williamson County, Texas this the 25<sup>th</sup> day of Oct., 2017, A.D.

SURVTEX LLC  
600 W. Whitestone Blvd  
Cedar Park, Texas 78613  
(512) 249-8875  
TBPLS Firm #10084600



  
 \_\_\_\_\_  
 Jason E. Parker  
 Registered Professional Land Surveyor  
 No. 6643 – State of Texas

KYH, INC.  
 (0.603 ACRES)  
 DOC. 1999039801  
 O.P.R.W.C.

WINKLEY COMMERCIAL PARK  
 DOC. 2006037338 O.P.R.W.C.

LOT 3

LOT 4

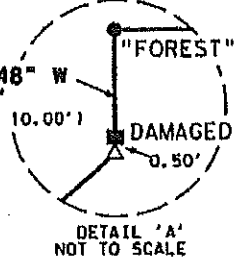
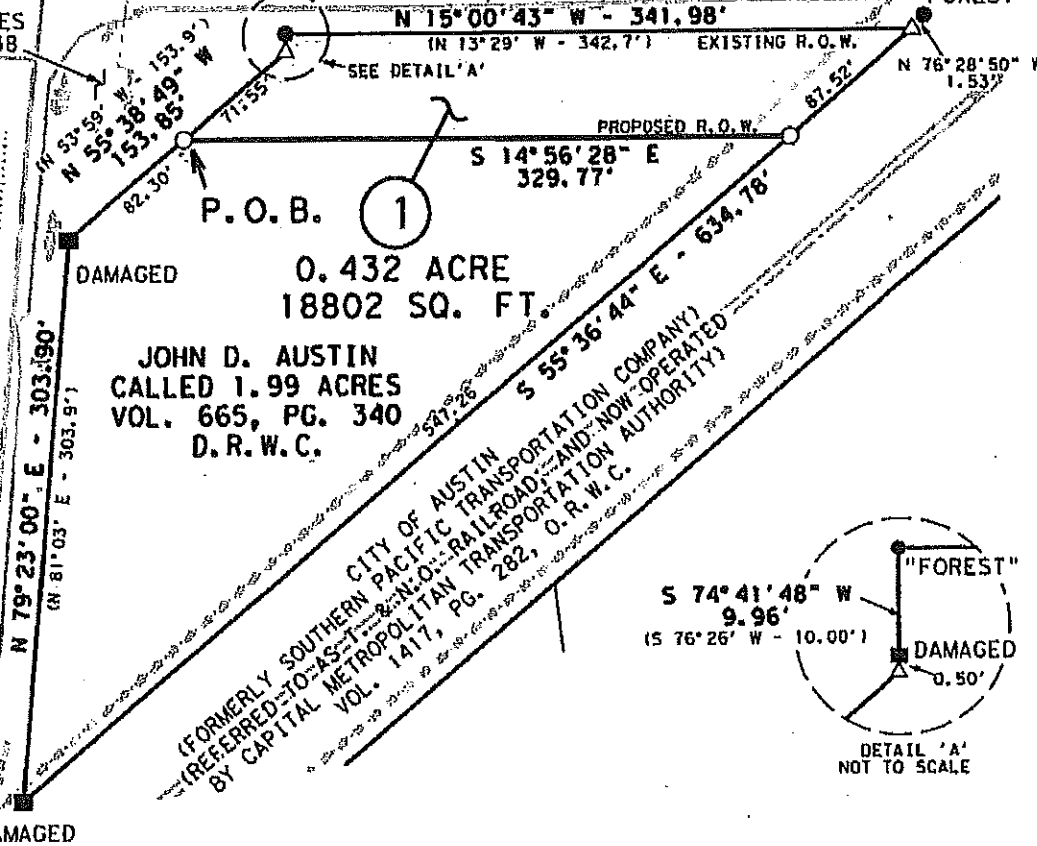
50' B.L.

100' 50' 0

**RICHARD WEST SURVEY** C.R. 200  
**ABSTRACT NO. 643** NO RECORDING  
 INFORMATION FOUND

STATE OF TEXAS  
 CALLED 1.648 ACRES  
 VOL. 7414, PG. 338  
 D.R.W.C.

S.H.-29  
 (VARIABLE WIDTH R.O.W.)



**NOTES:**

1. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. RECORD INFORMATION ON THIS SKETCH IS BASED ON A PUBLIC RECORDS SEARCH BY THE SURVEYOR AND MAY NOT INCLUDE ALL EASEMENTS OR INSTRUMENTS PERTAINING TO THIS PROPERTY.
2. THE BEARINGS SHOWN HEREON ARE: TEXAS STATE PLANE, CENTRAL ZONE, NAD 83 (2011). DISTANCES ARE SURFACE VALUES, SCALED USING A PROJECT SURFACE ADJUSTMENT FACTOR OF 1.00015. (SURFACE = PLANE X 1.00015).
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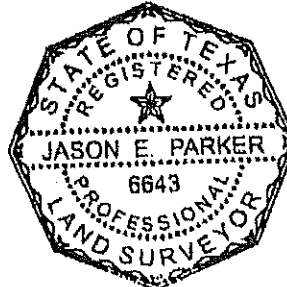
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10.25.17  
 DATE

JASON E. PARKER  
 REGISTERED PROFESSIONAL LAND SURVEYOR  
 NO. 6643, STATE OF TEXAS

**LEGEND**

- (UNLESS OTHERWISE NOTED)
- TxDOT TYPE I MONUMENT FOUND
  - 1/2" IRON ROD SET WITH "SURVTEX" CAP
  - 1/2" IRON ROD FOUND
  - △ CALCULATED POINT
  - ( ) RECORD INFORMATION
- D.R.W.C. DEED RECORDS OF WILLIAMSON COUNTY, TEXAS  
 O.R.W.C. OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS  
 O.P.R.W.C. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS  
 P.R.W.C. PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS  
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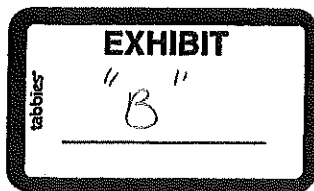


PARCEL 1  
 ACRES: 0.432  
 HIGHWAY: C.R. 200  
 ROW CSJ:  
 COUNTY: WILLIAMSON  
 SCALE: 1" = 100'  
 SHEET 3 OF 3



600 W. WHITESTONE BLVD.  
 CEDAR PARK, TEXAS 78613  
 PHONE: (512) 249-8875  
 FAX (512) 249-5040  
 TBPLS FIRM NO. 10084600

FILE:P01.dgn



Parcel 1

**DEED**

County Road 200 Right of Way

**THE STATE OF TEXAS**

§

**COUNTY OF WILLIAMSON**

§

§

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A tract of land containing 0.432 acres of land, more or less, out of the Richard West Survey, Abstract 642, Williamson County, Texas and being out of a called 1.99 acre tract conveyed to John D. Austin by deed recorded in Volume 665, Page 340, Deed Records of Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (Parcel 1).

**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.



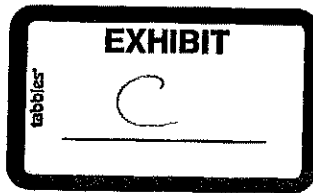
**PREPARED IN THE OFFICE OF:**

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:**



---

**From:** Mark Olsen [mailto:Mark.Olsen@txdot.gov]

**Sent:** Thursday, December 21, 2017 11:23 AM.

**To:** Kris Keith <KKeith@HNTB.com>; Michelle Cooper <Michelle.Cooper@txdot.gov>

**Cc:** 61272\_CR200(SBearCrktoCR202) <61272\_CR200?SBearCrktoCR202?@HNTB.com>;

Don Childs <Don@scrlaw.com>; Bobby Ramthun <Bobby.Ramthun@txdot.gov>; Lisa

Dworaczyk <LisaD@scrlaw.com>

**Subject:** RE: CR 200 at SH 29 Driveway question

Kris,

As the office responsible for access management on this facility and analyzing the parcel in question, access <sup>will</sup> ~~should~~ be allowed from SH 29 but will be limited to a right in driveway due to the limited spacing from the railroad crossing and CR 200.

This email can be considered preliminary approval for access, but any specific location will be determined through the access management process and review and approval of a driveway permit.

Mark Olsen  
Engineering Specialist  
Georgetown Area Office  
TxDOT – Austin District  
512-930-5402

---

**Commissioners Court - Regular Session**

**20.**

**Meeting Date:** 02/13/2018

San Gabriel Ranch Rd.

**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 Tony and Norman Baugh for right of way needed on the San Gabriel Ranch Rd. dam project. Funding Source: Road & Bridge P439

**Background**

**Fiscal Impact**

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

**Attachments**

Baugh Contract

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 02/07/2018

**Reviewed By**

Wendy Coco

**Date**

02/07/2018 03:17 PM

Started On: 02/07/2018 02:43 PM

**REAL ESTATE CONTRACT**  
San Gabriel Ranch Road Dam – Parcel 3

THIS REAL ESTATE CONTRACT (“Contract”) is made by TONI M. BAUGH and NORMAN D. BAUGH (collectively 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:

Fee simple interest in and to all of that certain 0.259 acre (11,300 square feet) of land in the John F. Webber Survey, Abstract No. 654, Williamson County, Texas; being more fully described by metes and bounds in Exhibit “A”, attached hereto and incorporated herein (**Parcel 3**); and

Temporary Drainage Easement interest in and across that certain 0.32 acre of land in the John F. Webber Survey, Abstract No. 654, Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit “B” attached hereto and incorporated herein (**Parcel 3DE**); and

Temporary Workspace and Staging Easement and Grading License interest in and across two parcels of land comprising 0.23 acre in the John F. Webber Survey, Abstract No. 654, Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit “B” attached hereto and incorporated herein (**Parcel 3TCE**);

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

**ARTICLE II  
PURCHASE PRICE**

Purchase Price

2.01. The Purchase Price for the Property described in Exhibit "A" and any improvements thereon, along with any damage to the remaining property of Seller as a result of this transaction, shall be the sum of THIRTEEN THOUSAND FIVE HUNDRED FIFTY-SIX and 00/100 Dollars (\$13,556.00).

2.01.1. The Purchase Price for the Temporary Drainage Easement and Temporary Workspace and Staging Easement and Grading License interests described in Exhibit "B", and any damage to the remaining property of Seller as a result of this transaction, shall be the sum of FOURTEEN THOUSAND FIVE HUNDRED EIGHTY-EIGHT and 00/100 Dollars (\$14,588.00).

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 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 February 28, 2018, 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 "C", attached hereto and incorporated herein.

(2) Deliver to Purchase a duly executed and acknowledged Temporary Drainage Easement and Temporary Workspace and Staging Easement and Grading License, conveying such interests in and to all of the Property Described in Exhibit "B." The Drainage Easement shall be in the form as shown in Exhibit "D", attached hereto and incorporated herein. The Temporary Workspace and Staging Easement and Grading License shall be in the form as shown in Exhibit "E".

(3) 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.

**SELLER:**

Toni M. Baugh  
Toni M. Baugh

Address: \_\_\_\_\_

Date: 2/4/18

Norman Baugh  
1204 San Gabriel FR  
Liberty Hill, TX 78642

Norman D. Baugh  
Norman D. Baugh

Address: \_\_\_\_\_

Date: 2-4-18

**PURCHASER:**

WILLIAMSON COUNTY, TEXAS

By: \_\_\_\_\_  
Dan A. Gattis  
County Judge

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

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

EXHIBIT A

**County:** Williamson  
**Parcel No.:** 3, Part 1 and 2  
**Highway:** San Gabriel Ranch Road  
**Limits:** From: South of Remuda Drive  
To: North of Mustang Circle

**DESCRIPTION FOR PARCEL 3**

DESCRIPTION OF A PARCEL OF LAND TOTALING 0.259 ACRE (11,300 SQ. FT.) OF LAND, LOCATED IN THE JOHN F. WEBBER SURVEY, ABSTRACT 654, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 37, SAN GABRIEL RIVER RANCH, A SUBDIVISION OF RECORD IN CABINET B, SLIDE 94, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS (P.R.W.C.TX.), DESCRIBED AS A CALLED 1.09 ACRE TRACT OF LAND IN A DEED TO TONI M. BAUGH, RECORDED IN DOCUMENT NO. 9723441 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS (O.R.W.C.TX.), SAID 0.259 ACRE (11,300 SQ. FT.) PARCEL, AS SHOWN ON A RIGHT-OF-WAY SKETCH PREPARED BY SAM, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING** at a 1/2-inch iron rod found at the centerline intersection of a 50-foot wide road easement (San Gabriel Ranch Road and Mustang Circle), per said plat of San Gabriel River Ranch subdivision, said point being the east corner of Lot 37, of said San Gabriel River Ranch subdivision, described as a called 1.09 acre tract of land in a deed to Toni M. Baugh, recorded in Document No. 9723441, of the Official Records of Williamson County, Texas, (O.R.W.C.TX.), same being the north corner of Lot 40, of said San Gabriel River Ranch subdivision, described as a called 0.76 acre tract of land in a deed to Carl Thompson, recorded in Document No. 9915763, O.R.W.C.TX.;

**THENCE** N 38°17'56" W, with the centerline of said San Gabriel Ranch Road, a distance of 146.38 feet to a 5/8-inch iron rod with an aluminum cap stamped "Williamson County" set on the proposed south ROW line of said San Gabriel Ranch Road, same being the north line of said Lot 37, for the west corner of Lot 39, of said San Gabriel River Ranch subdivision, described as a called 0.77 acre tract of land in a deed to Jeff Dean Case, recorded in Document No. 2002002270, O.P.R.W.C.TX., the south corner of said Lot 38, and the **POINT OF BEGINNING** and the most southerly southeast corner of the parcel described herein;

**THENCE** departing the centerline of said San Gabriel Ranch Road, with the proposed south right-of-way line of said San Gabriel Ranch Road, over and across said Lot 37, the following five (5) courses and distances numbered 1-5:

- 1) S 50°49'40" W, a distance of 25.01 feet to a 5/8-inch iron rod with an aluminum cap stamped "Williamson County" set, on the south line of said San Gabriel Ranch Road easement,
- 2) N 38°17'56" W, a distance of 45.06 feet to a 5/8-inch iron rod with an aluminum cap stamped "Williamson County" set,
- 3) S 16°17'02" W, departing said San Gabriel Ranch Road easement, a distance of 52.01 feet to 5/8-inch iron rod with an aluminum cap stamped "Williamson County" set, and
- 4) N 71°39'54" W, a distance of 72.20 feet to 5/8-inch iron rod with an aluminum cap stamped "Williamson County" set on the north line of a 5 foot utility easement, of said San Gabriel River Ranch subdivision,

- 5) S 23°57'51" W, a distance of 5.26 feet to 5/8-inch iron rod with an aluminum cap stamped "Williamson County" set on the south line of said Lot 37 and the north line of Lot 36, of said San Gabriel River Ranch subdivision, described as a called 1.09 acre tract of land in a deed to Toni M. Baugh, recorded in Document No. 9723441, O.R.W.C.TX.,

**THENCE** with the proposed south ROW of San Gabriel Ranch Road, through the interior of said Lot 36, the following two (2) courses and distances:

- 6) S 23°57'51" W, a distance of 14.98 feet to 5/8-inch iron rod with an aluminum cap stamped "Williamson County" set,
- 7) N 68°03'21" W, a distance of 19.10 feet to 5/8-inch iron rod with an aluminum cap stamped "Williamson County" set on the common line of said Lot 36 and Lot 134, of said San Gabriel River Ranch subdivision, described as a called 0.570 acre tract of land in a deed to Gary Watson, recorded in Document No. 2011075102, O.P.R.W.C.TX., same being the centerline for a 5 foot utility easement, of said San Gabriel River Ranch subdivision, for the southwest corner of the parcel described herein;
- 8) **THENCE** N 01°36'19" W, continuing with the common line of said Lot 36 and said Lot 134, a distance of 19.17 feet to a calculated point;
- 9) **THENCE** N 18°46'24" E, with the common line of said Lot 134 and said Lot 36, a distance of 7.55 feet to a calculated point on the centerline of said 5 foot utility easement, for the south corner of said Lot 133, for the east corner of said Lot 134, for the north corner of Lot 36, and for the west corner of Lot 37;
- 10) **THENCE** N 18°46'24" E, with the common line of said Lot 133 and said Lot 37, a distance of 100.02 feet to a calculated point on the centerline of said San Gabriel Ranch Road, for the south corner of Lot 132, described as a called 1.28 acre tract of land in a deed to Joshua Joe Solis, recorded in Document No. 2013015102, O.P.R.W.C.TX., the southwest corner of said Lot 38, for the west corner of said Lot 38, the east corner of said Lot 133 for the north corner of and the north corner of said Lot 37 and the parcel described herein, from which a cotton spindle found bears N 61°00'13" W, a distance of 1.07 feet;

**THENCE** with the centerline of said San Gabriel Ranch Road, the following two (2) courses and distances numbered 11-12:

- 11) S 61°00'13" E, a distance of 84.87 feet to a calculated point, and

*(THIS SPACE INTENTIONALLY LEFT BLANK)*

12) S 38°17'56" E, a distance of 77.54 feet to the **POINT OF BEGINNING**, and containing 0.259 acres (11,300 sq. ft.) of land, more or less.

This property description is accompanied by a plat of even date.

All bearings are based on the Texas State Plane Coordinate System, Central Zone, NAD83. All distances shown hereon are adjusted to the surface by dividing by a combined scale factor of 0.99985472. Units: U.S. Survey Feet.

THE STATE OF TEXAS  
COUNTY OF TRAVIS

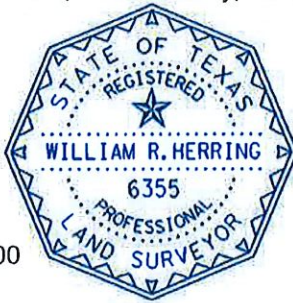
§  
§  
§

KNOW ALL MEN BY THESE PRESENTS:

That I, William R. Herring, 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 Austin, Travis County, Texas this the 14<sup>th</sup> day of August, 2017.

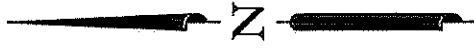
SURVEYING AND MAPPING, LLC.  
4801 Southwest Parkway  
Parkway Two, Suite 100  
Austin, Texas 78735  
Texas Firm Registration No. 10064300



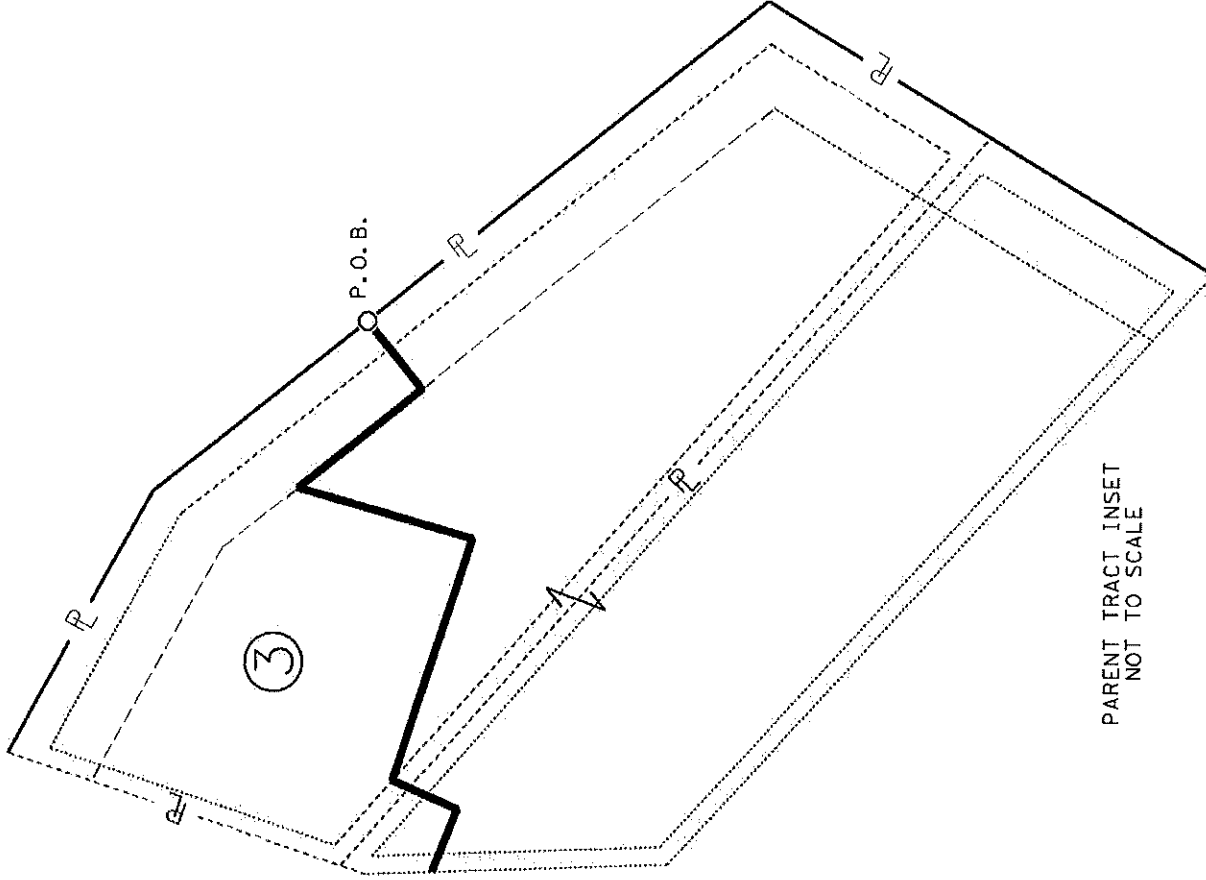
  
\_\_\_\_\_  
William R. Herring  
Registered Professional Land Surveyor  
No. 6355-State of Texas

**LEGEND**

- 5/8" IRON ROD SET WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY"
- 1/2" IRON ROD FOUND UNLESS NOTED
- ◐ COTTON SPINDLE FOUND
- △ CALCULATED POINT
- P PROPERTY LINE
- ( ) RECORD INFORMATION
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCING
- P.O.R. POINT OF REFERENCE
- N.T.S. NOT TO SCALE
- P.R.W.C.TX. PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
- D.R.W.C.TX. DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.R.W.C.TX. OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.P.R.W.C.TX. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- DISTANCE NOT TO SCALE
- DEED LINE (COMMON OWNERSHIP)



NOT TO SCALE



PARENT TRACT INSET  
NOT TO SCALE

FILE:J:\1016037466\100\Survey\02Base\81\Parcel\SGRR\_Parcel 3\_01\_R1.dgn

EXISTING 1.09 AC. ACQUIRE 0.259 AC. REMAINING 0.831 AC. LEFT



4801 Southwest Parkway  
Building Two, Suite 100  
Austin, Texas 78735  
(512) 447-0575  
Fax: (512) 526-3029  
Texas Perm Registration No. 10064500

RIGHT-OF-WAY SKETCH  
SHOWING PROPERTY OF  
TONI M. BAUGH  
PARCEL 3  
0.259 AC. (11,300 SQ. FT.)

**NOTES:**

1. ALL PROJECT COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, TEXAS CENTRAL ZONE, NAD83(2011) (EPOCH 2010/NAV088(GEOID03)). ALL COORDINATES SHOWN HEREIN ARE ADJUSTED TO SURFACE BY DIVIDING BY A COMBINED SCALE FACTOR OF 0.99985472. UNITS: U.S. SURVEY FEET
2. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF TITLE REPORT. THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
3. THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.



GRAPHIC SCALE  
SCALE: 1" = 50'  
WILLIAMSON COUNTY, TEXAS

SAN GABRIEL RIVER RANCH  
SECTION 1  
CAB. B, SLIDE 94  
P. R. W. C. TX.

LOT 132  
JOSHUA JOE SOLIS  
CALLED 1.280 AC.  
DOC. NO. 2013015102  
O. P. R. W. C. TX.

LOT 38  
MICHAEL A. KROEBER  
CALLED 1.670 AC.  
DOC. NO. 2015029207  
O. P. R. W. C. TX.

LOT 39  
JEFF DEAN CASE  
CALLED 0.77 AC.  
DOC. NO. 2002002270  
O. P. R. W. C. TX.

SAN GABRIEL RANCH ROAD  
(50' WIDE EASEMENT)  
CAB. B, SLIDE 94  
P. R. W. C. TX.

JOHN F. WEBBER  
SURVEY, A-654

LOT 133  
JOE E. MIRELES, JR.  
CALLED 0.78 AC.  
DOC. NO. 2015108075  
O. P. R. W. C. TX.

LOT 37  
TONI M. BAUGH  
CALLED 1.09 AC.  
DOC. NO. 9723441  
O. R. W. C. TX.

LOT 134  
GARY WATSON  
CALLED 0.570 AC.  
DOC. NO. 2011075102  
O. P. R. W. C. TX.

LOT 36  
TONI M. BAUGH  
CALLED 1.09 AC.  
DOC. NO. 9723441  
O. R. W. C. TX.

SAN GABRIEL RANCH ROAD  
(50' WIDE EASEMENT)  
CAB. B, SLIDE 94  
P. R. W. C. TX.

LOT 40  
CARL THOMPSON  
CALLED 0.76 AC.  
DOC. NO. 9915763  
O. R. W. C. TX.

MUSTANG CIRCLE  
(50' WIDE EASEMENT)  
CAB. B, SLIDE 94  
P. R. W. C. TX.

REF. FIELD NOTE NO. 33840  
PAGE 5 OF 6

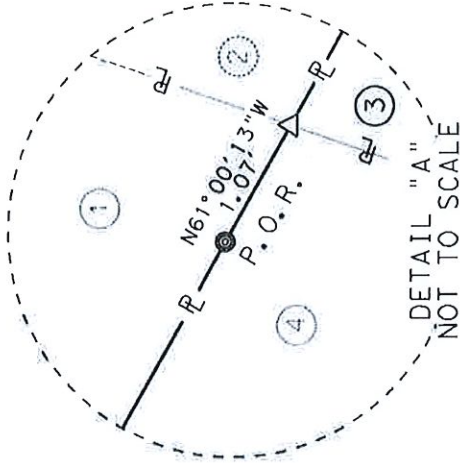
FILE: J:\1016037466\100\Survey\02Base\181\Parcel1.s\SGRR\_Parcel1\_3\_02\_R1.dgn

EXISTING 1.09 AC. ACQUIRE 0.259 AC. REMAINING 0.831 AC. LEFT

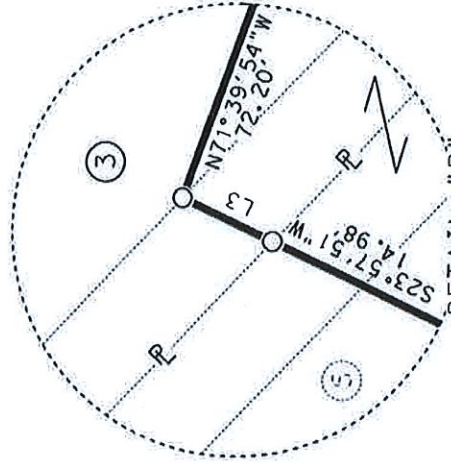


4801 Southwest Parkway  
Building Two, Suite 100  
Austin, Texas 78735  
(512) 447-0575  
Fax: (512) 326-3029  
Texas Firm Registration No. 10060500

RIGHT-OF-WAY SKETCH  
SHOWING PROPERTY OF  
TONI M. BAUGH  
PARCEL 3  
0.259 AC. (11,300 SQ. FT.)



DETAIL "A"  
NOT TO SCALE



DETAIL "B"  
NOT TO SCALE

LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	S50°49'40"W	25.01'
L2	N38°17'56"W	45.06'
L3	S23°57'51"W	5.26'
L4	S23°57'51"W	14.98'
L5	N68°03'21"W	19.10'
L6	N01°36'19"W	19.17'
L7	N18°46'24"E	7.55'



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

*William R. Herring*  
 WILLIAM R. HERRING  
 REGISTERED PROFESSIONAL LAND SURVEYOR  
 NO. 6355, STATE OF TEXAS

8/14/2017  
 DATE

FILE: J:\1016037466\100\Survey\02Base\100\Parcels\SGRR\_Parcel 3-02\_R1.dgn REF. FIELD NOTE NO. 33840

EXISTING 1.09 AC. ACQUIRE 0.259 AC. REMAINING 0.831 AC. LEFT

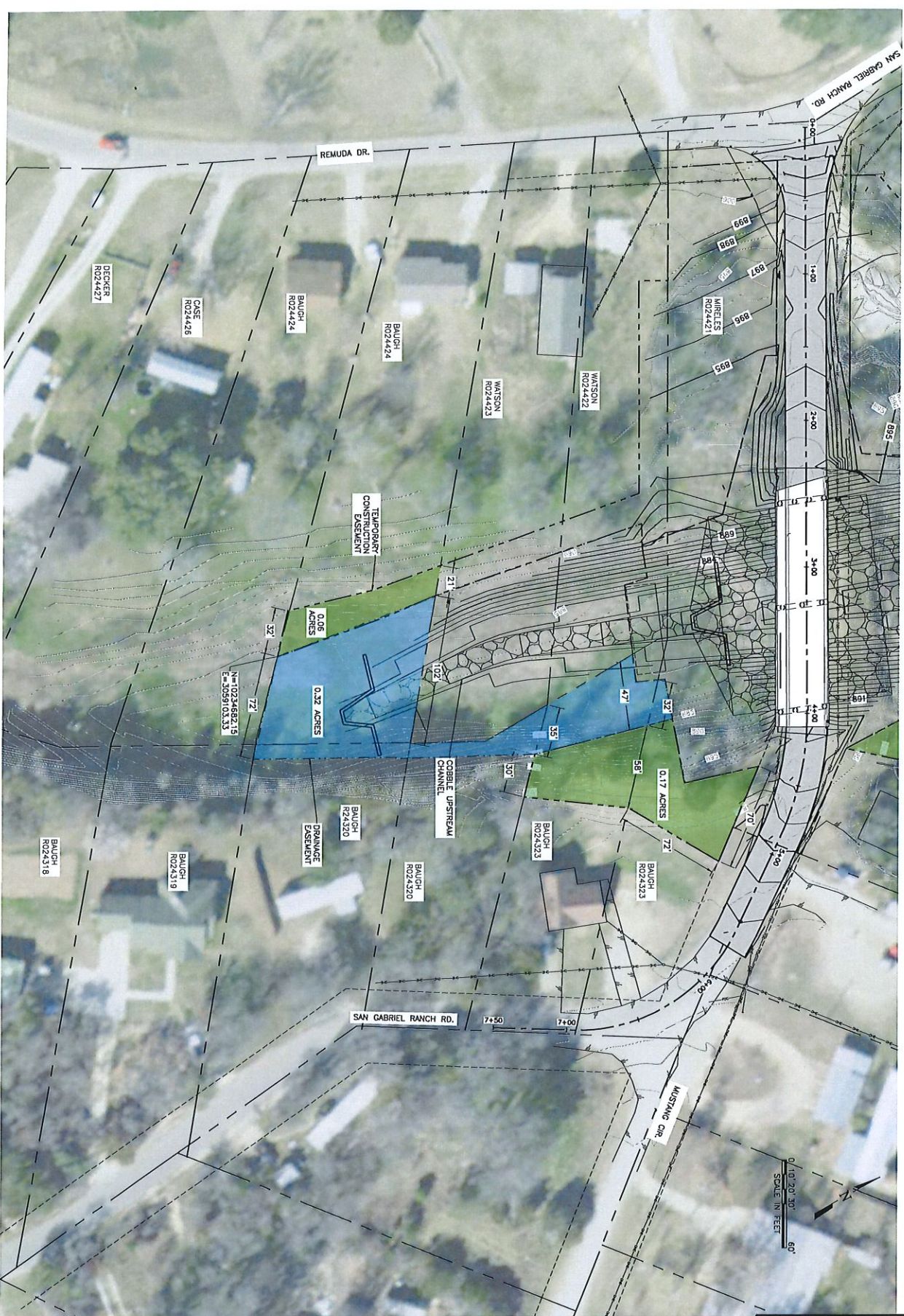


4801 Southwest Parkway  
 Building Two, Suite 100  
 Austin, Texas 78735  
 (512) 447-0575  
 FAX: (512) 526-3029  
 Texas Firm Registration No. 1006-000

RIGHT-OF-WAY SKETCH  
 SHOWING PROPERTY OF  
 TONI M. BAUGH  
 PARCEL 3

0.259 AC. (11,300 SQ. FT.)

Date: Oct 13, 2017 - 7:41am User: 02402 File: W:\ROW\Drawings\FIGURES\FIGURE\_ROW\_Oct-TempConstruction.dwg



NO.	ISSUE	BY	DATE	FIG. #	NO.
1				W/C16278	
2				DATE 8/28/2017	
				DESIGNED BY	
				DRAWN BY	
				REVISION	
				CHECKED BY	

WILLIAMSON COUNTY, TEXAS  
**SAN GABRIEL RANCH ROAD DAM REMOVAL**  
**BAUGH TEMPORARY CONSTRUCTION AND DRAINAGE EASEMENTS**

**FREESE & NICHOLS**  
 10431 Merado Circle, Suite 300  
 Austin, Texas 78759  
 Phone - (512) 817-3100  
 Fax - (512) 817-3101

Freeze and Nichols, Inc.  
 Texas Registered Engineering Firm F-2144

**NOT FOR CONSTRUCTION**  
 THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF REVIEW UNDER THE AUTHORITY OF TEXAS LAW. IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING OR PERMIT PURPOSES.

VERIFY SCALE: Bar is one inch on original drawing, if not one inch on this sheet, adjust scale.

# EXHIBIT "C"

Parcel 3

## DEED

San Gabriel Ranch Road Bridge

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 INSTRUMENT BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:**

That TONI M. BAUGH and NORMAN D. BAUGH, 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 0.259 acre (11,300 Sq. Ft.) of land in the John F. Webber Survey, Abstract No. 654, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 3**).

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

**RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:**

Visible and apparent easements not appearing of record;

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

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

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

**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 \_\_\_\_ day of \_\_\_\_\_, 2018.

**GRANTOR:**

\_\_\_\_\_  
Toni M. Baugh

**ACKNOWLEDGMENT**

STATE OF TEXAS

§

§

COUNTY OF \_\_\_\_\_

§

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2018, by Toni M. Baugh, in the capacity and for the purposes and consideration recited therein.

\_\_\_\_\_  
Notary Public, State of Texas

**GRANTOR:**

\_\_\_\_\_  
Norman D. Baugh

**ACKNOWLEDGMENT**

STATE OF TEXAS

§

COUNTY OF \_\_\_\_\_

§

§

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2018, by Norman D. Baugh, 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 Auditor  
710 Main Street, Suite 101  
Georgetown, Texas 78626

**AFTER RECORDING RETURN TO:**



GRANTEE shall be allowed to extend the duration of the Temporary Drainage Easement identified herein for up to two (2) additional periods of one year each upon: (1) notification to Grantor in writing of the requested extension period, and (2) tendering the additional sum of \$1500 for each additional extension period used.

Grantor hereby retains and shall continue to enjoy the surface of such Temporary Drainage Easement for all such rights and privileges as may be used without interfering with or abridging the rights and purposes of the Easement herein acquired by Grantee. Provided, however, that Grantor shall specifically be prohibited from mowing, trimming, or otherwise modifying, removing or altering any vegetation or rip rap cobbles within the Property during the term of the Easement unless otherwise authorized by Grantee in writing.

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. Grantee shall be responsible for the correction of, or compensation for, any damage to Grantor's property which is the result of actions outside the granted purposes of this Easement.

And Grantor does hereby bind his heirs, executors, administrators and assigns to WARRANT AND FOREVER DEFEND, all and singular, the said premises unto Williamson County, Texas, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This grant is subject to any 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. The temporary easement, right-of-way, rights and privileges granted herein are non-exclusive, however Grantor covenants not to convey any other easement or conflicting rights within the premises covered by this grant that interfere with the purpose or function of any improvements or modifications placed thereon, or the maintenance of the surface of the Property for the conveyance of storm water drainage or channel and aquatic habitat restoration as described herein, without the express written consent of Grantee, which consent shall not be unreasonably withheld.

This easement is being delivered in lieu of condemnation.

EXECUTED on this the \_\_\_\_ day of \_\_\_\_\_, 2018.

*[signature pages follow]*





# EXHIBIT "E"

## TEMPORARY WORKSPACE AND STAGING EASEMENT

San Gabriel Ranch Road Dam and Channel Improvements

**THE STATE OF TEXAS**

§

§

**COUNTY OF WILLIAMSON**

§ **KNOW ALL MEN BY THESE PRESENTS:**

That TONI M. BAUGH and NORMAN D. BAUGH, referred to as "Grantor", in consideration of \$10.00 and other good and valuable consideration paid by WILLIAMSON COUNTY, TEXAS, ("County") does hereby grant to County, its agents, contractors, successors and assigns, hereinafter referred to as "GRANTEE", a temporary workspace and staging easement for the purpose of additional workspace and storage of material and equipment to allow construction of roadway and/or bridge improvements, opening, constructing and maintaining a trapezoidal channel, bank stabilization, erosion control, in-stream vegetative habitat creation and installation of cobbles and other necessary or related material and cross vane drop structures and related appurtenance construction, all to be located within adjacent easements or right of way owned or possessed by GRANTEE ("Project"), in, along, upon and across the property ("Property") located in the County of Williamson, State of Texas, more fully described in Exhibit "A" attached hereto and made a part hereof for any and all purposes.

For the consideration above recited and the mutual covenants and conditions herein contained the parties further agree as follows: \_\_\_\_\_

Following completion of work within the temporary workspace and staging easement area described in Exhibit "A", if GRANTEE has removed or damaged improvements, herbage, or landscaping within said easement area or otherwise on Grantor's property, GRANTEE shall at its expense restore properties injured by GRANTEE's activities as closely as commercially possible to substantially the same condition as existed previous to GRANTEE's entry upon the particular property, taking into account the proposed modifications as described herein.

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.

This Easement and License shall be in full force and effect at all times during the accomplishment and completion of the construction Project activities described above. Said Easement shall terminate and all use rights within land area shall revert to the Grantor, their heirs, and assigns, and all interest conveyed herein shall cease on the expiration of twenty-four (24) months from the date of first entry upon the property described in Exhibit "A" for the purposes set out herein, or on the date of completion of construction of the bridge, roadway and channel facility Project activities described above, whichever occurs first. Grantee shall only remove any hardwood trees larger than 6 (six) inches in diameter from the temporary workspace and staging areas if approved and determined by the County Engineer in advance to be necessary and required for reasonable access to the Property to carry out the purposes identified herein.

GRANTEE shall be allowed to extend the duration of the Temporary Workspace and Staging Easement identified herein for up to twelve (12) additional thirty (30) day periods upon: (1) notification to Grantor in writing of the requested extension period, and (2) tendering the additional sum of \$ \_\_\_\_\_ for each additional extension period used.

IN WITNESS WHEREOF, the parties hereto have executed this instrument this \_\_\_\_ day of \_\_\_\_\_, 2018.

GRANTOR:

\_\_\_\_\_  
Toni M. Baugh

**Acknowledgement**

State of Texas  
County of \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_ by  
Toni M. Baugh, in the capacity and for the purposes and consideration recited herein.

\_\_\_\_\_  
Notary Public—State of Texas

GRANTOR:

\_\_\_\_\_  
Norman D. Baugh

**Acknowledgement**

State of Texas  
County of \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_ by  
Norman D. Baugh, in the capacity and for the purposes and consideration recited herein.

\_\_\_\_\_  
Notary Public—State of Texas

**AGREED:**

WILLIAMSON COUNTY, TEXAS

By: \_\_\_\_\_  
Dan A. Gattis, County Judge

**Acknowledgement**

State of Texas  
County of Williamson

This instrument was acknowledged before me on \_\_\_\_\_ by  
Dan A. Gattis, in the capacity and for the purposes and consideration recited herein.

\_\_\_\_\_  
Notary Public—State of Texas

After recording return to:

**Commissioners Court - Regular Session**

**21.**

**Meeting Date:** 02/13/2018

County Burn Ban

**Submitted For:** Jarred Thomas

**Submitted By:** Jarred Thomas, Emergency Management

**Department:** Emergency Management

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider, and take appropriate action on issuing a county burn ban for a period not to exceed 90 days and to authorize the County Judge to lift ban if conditions improve.

**Background**

According to the Texas Forest Service, parts of Williamson County are experiencing drought conditions and the 60 day outlook is forecasting for dryer and warmer than normal weather conditions. There is great concern in the current fire behavior, showing rapid rates of spread.

**Fiscal Impact**

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

**Attachments**

[Texas Forest Service Report](#)

**Form Review**

**Inbox**

County Judge Exec Asst.  
Form Started By: Jarred Thomas  
Final Approval Date: 02/06/2018

**Reviewed By**

Wendy Coco

**Date**

02/06/2018 12:25 PM  
Started On: 02/06/2018 10:30 AM

# WILDLAND FIRE POTENTIAL WINTER/SPRING 2018

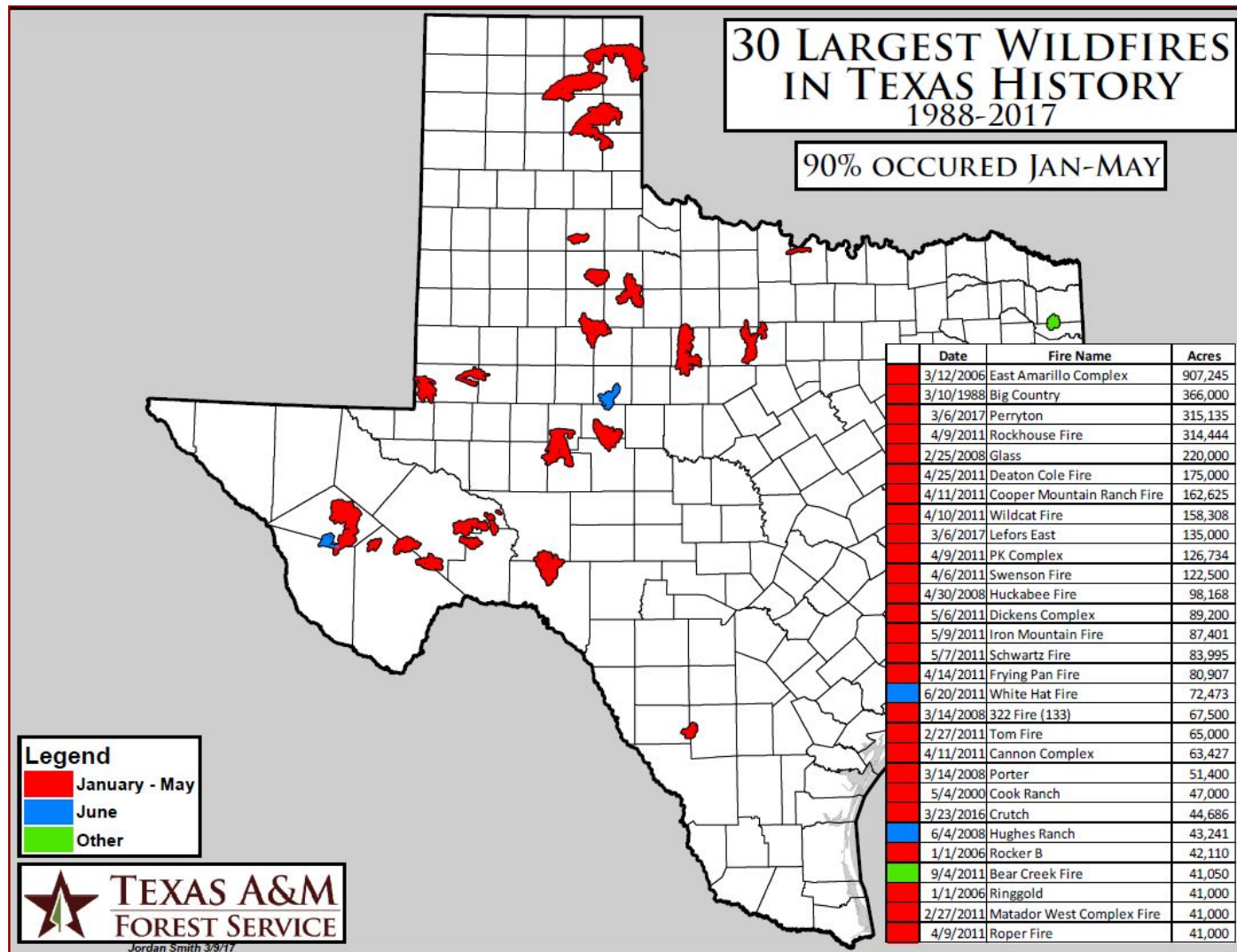
Capitol Area Council of Governments

Prepared  
January 28<sup>th</sup> 2018

# **Dormant Season Fire Potential Considerations**

- **Drought**
  - Persistent
  - Emerging
- **Fine Fuel Condition**
  - Below-Normal-Above Normal Loading
- **Seasonal Temperature and Precipitation**

# Significant fires are more likely to occur in the grass dominant fuelscape of the western Texas Plains during the dormant season

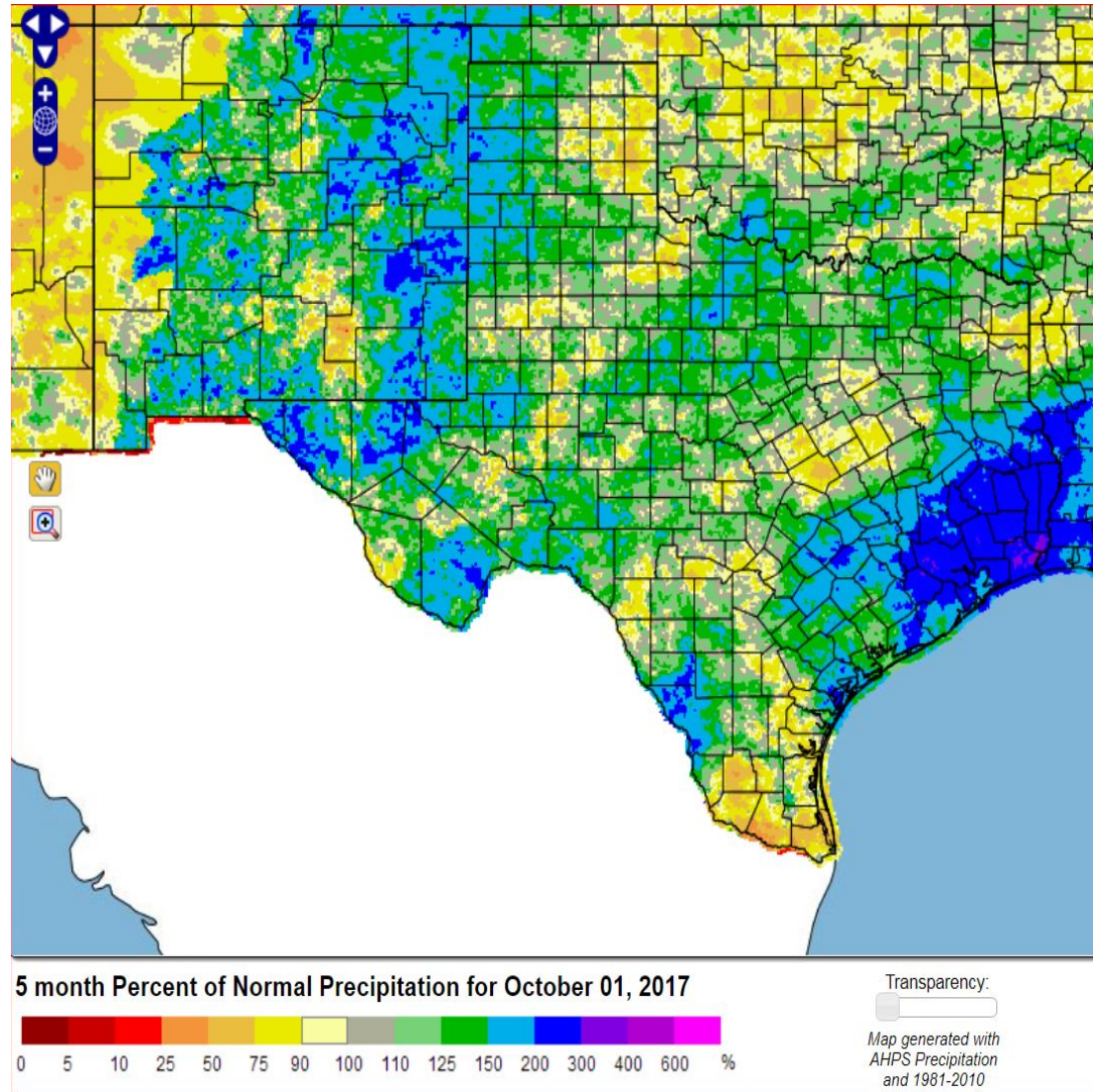


# Growing Season Percent of Normal Rainfall

Above normal rainfall during the May through September growing season has produced a widespread crop of abundant grasses.

An above normal crop of grass or fine fuel loading on the grass dominant fuelscape of the Texas Plains increases the underlying risk for wildfire occurrence through the winter and spring season ahead.

The type of wildfire that occurs (initial attack or significant fire) depends on the amount of drying prior to the ignition and the fire weather present at the time of ignition.



**Above normal grass loading can lower the fire weather and fuel dryness thresholds normally required to produce wildland fire activity.**

East Travis County

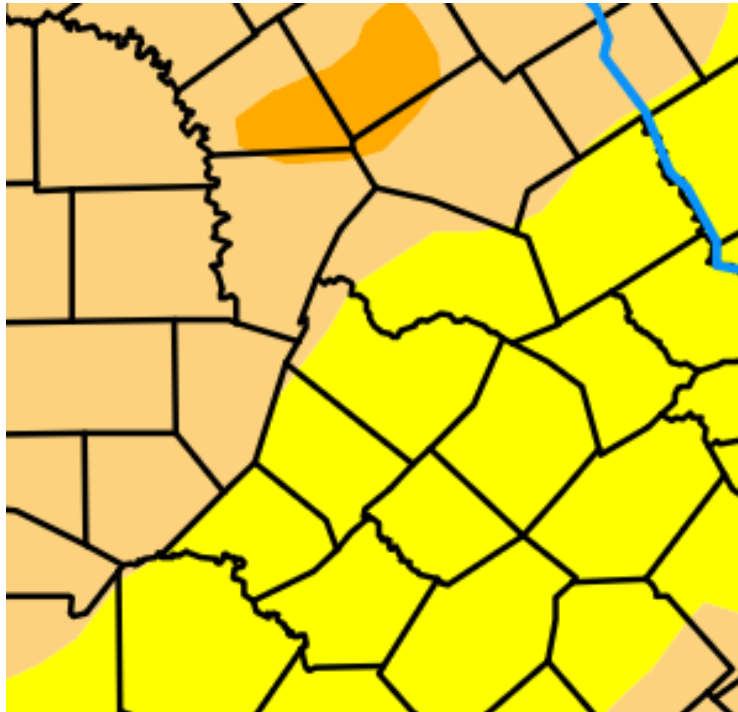


Burnet County

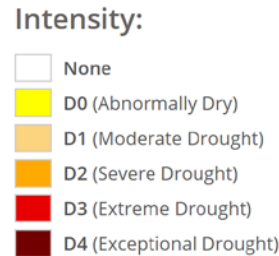
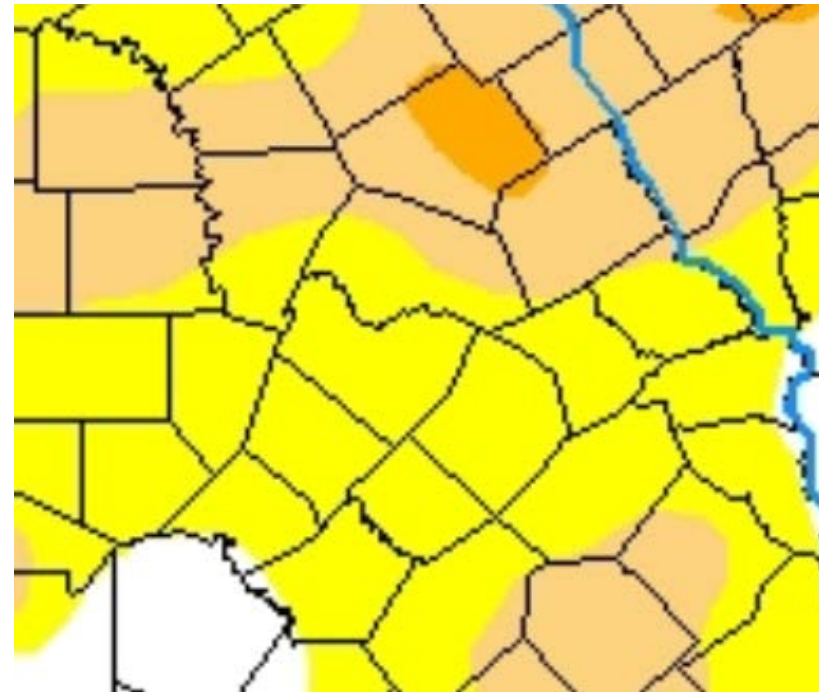


**Emerging drought in Central Texas raises the possibility of above normal fire activity through the dormant season. If drought continues to build, post frontal conditions can increase significant fire potential with Fuel Dryness levels dry to extremely dry.**

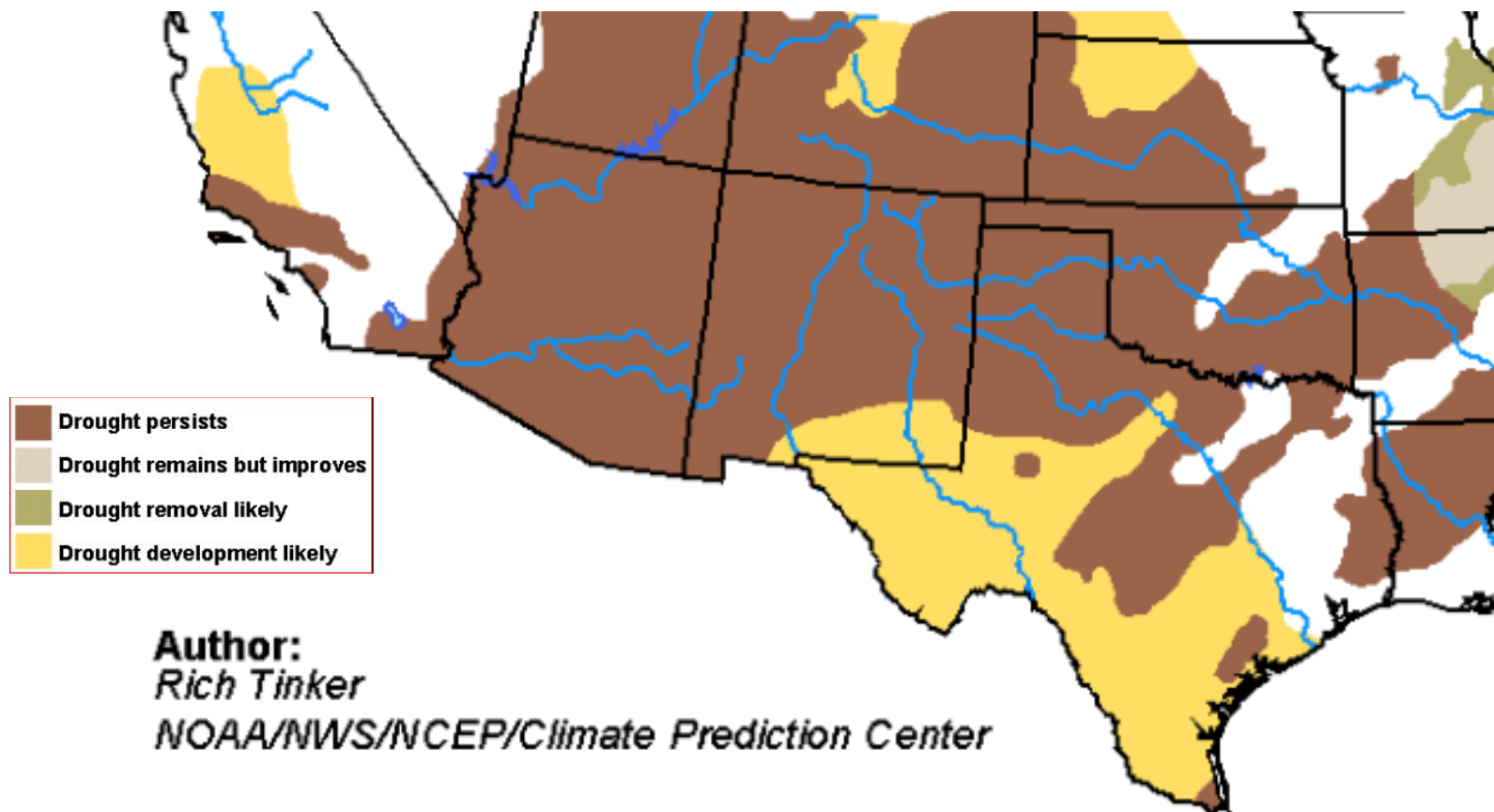
**January 23<sup>rd</sup> 2018  
Drought Monitor**



**December 12<sup>th</sup> 2017  
Drought Monitor**



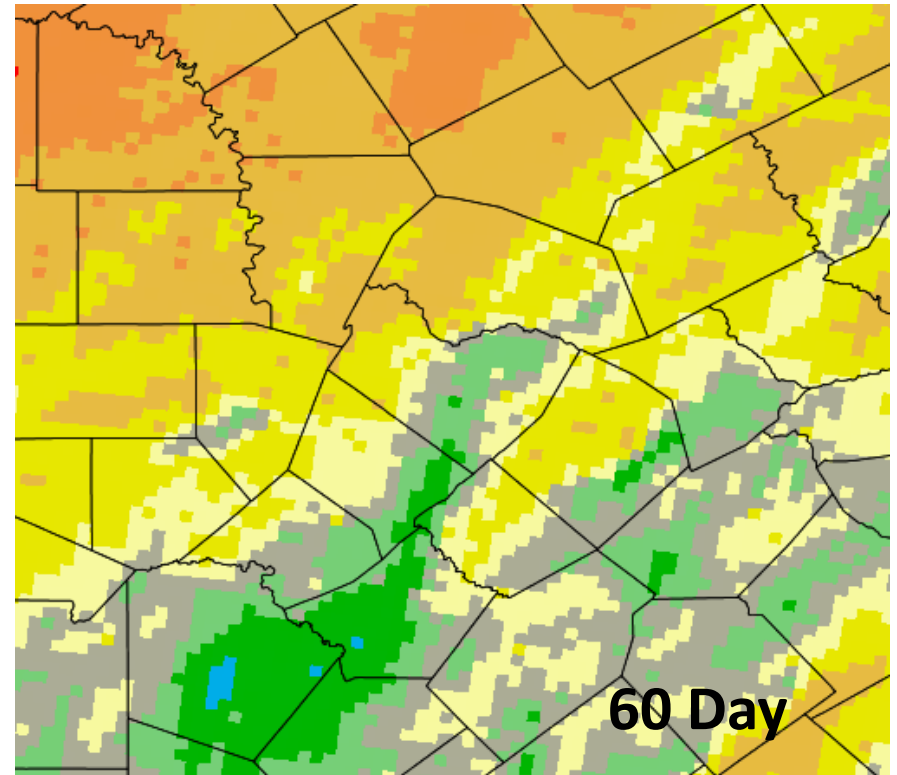
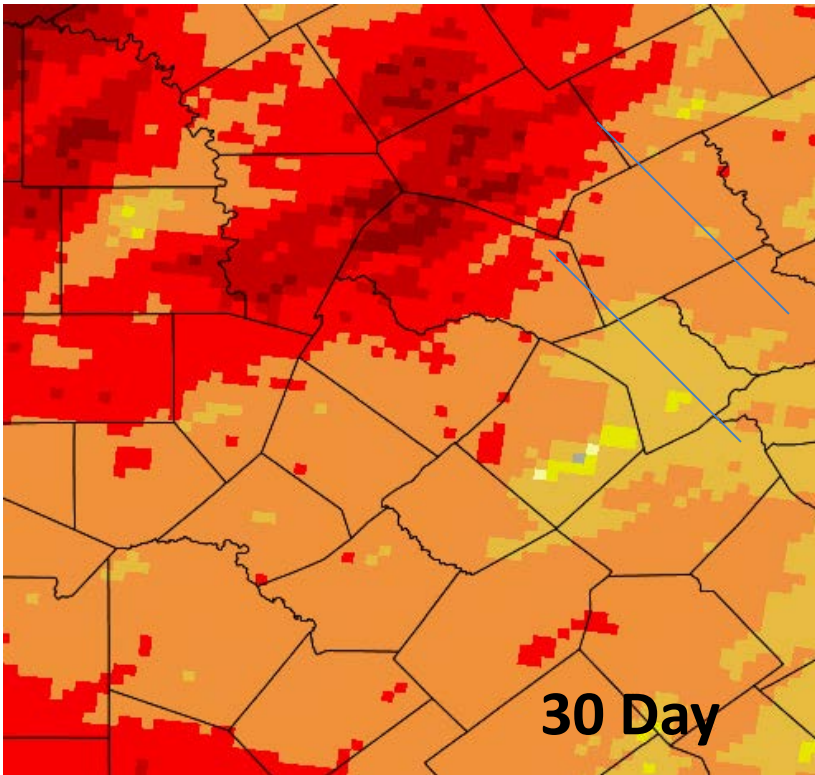
**The Climate Prediction Center seasonal drought outlook shows increasing drought development in the state. This outlook should be updating sometime this week. Drought is the key to above normal fire activity in Central Texas. Grass loading contributes to fire potential but is not as important as the drought factor in an area that has a higher component of timber fuels**



Released January 18<sup>th</sup> 2018

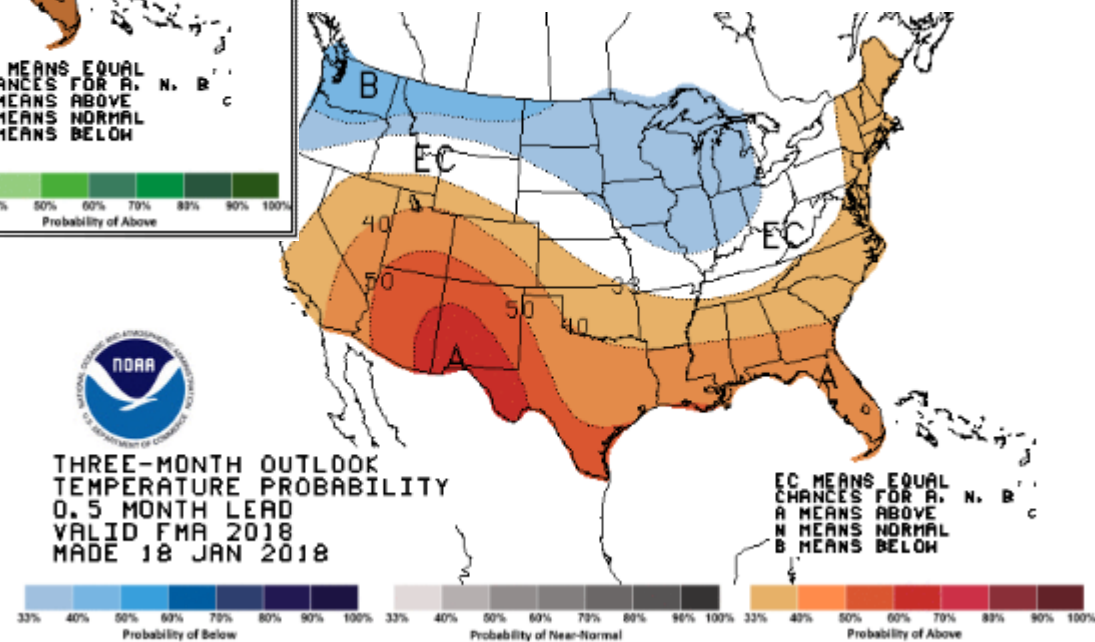
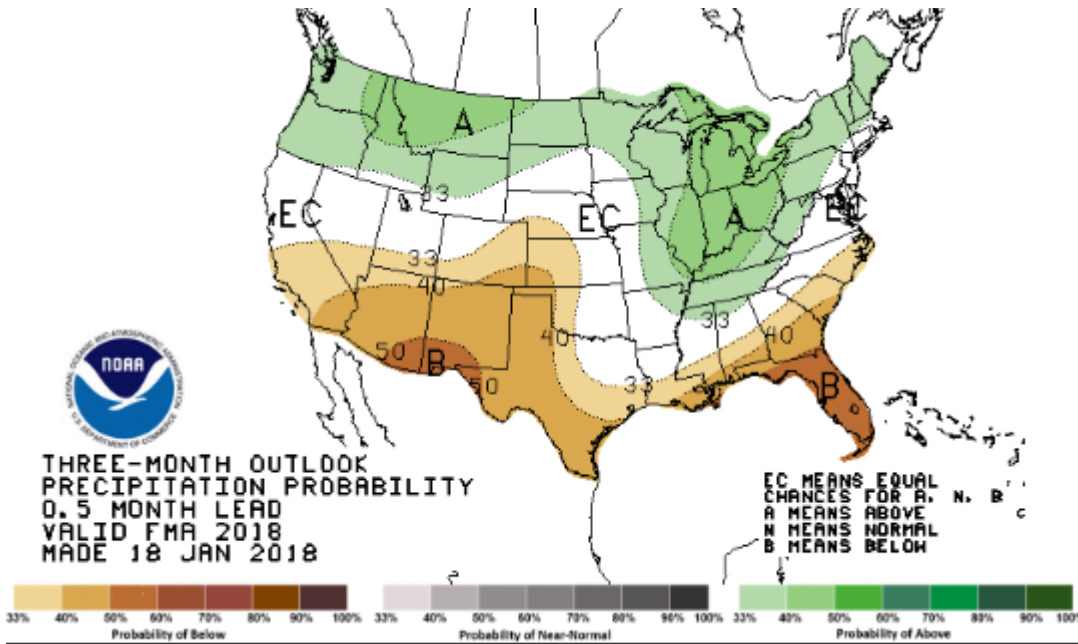
# Percent of Normal Rainfall

Emerging rainfall deficits are shown on the 30 day map. Most of the rainfall surplus on the 60 day map was built from December 10<sup>th</sup> through Christmas. Central Texas will see scattered rainfall with the passing fronts but it will be short duration and will not be widespread in coverage. Expect rainfall deficits in the 60 day window to slowly increase over the next 30 days.



Updated January 28<sup>th</sup> 2018

# Precipitation and Temperature Outlook for February, March and April



# 2018 Dormant Season Summary

- Emerging drought raises the possibility of above normal fire activity through the dormant season.
- Above normal grass loadings are a factor for increased fire activity but drought will be the key in a fuelscape that has a large component of timber and brush fuels.
- The recipe for significant fire activity in Central Texas is the presence of drought, fuel dryness at the dry level, and strong post frontal conditions. This is the set up that produced the Wilderness Ridge fire in February of 2009.

**Commissioners Court - Regular Session**

**22.**

**Meeting Date:** 02/13/2018

Rescind Budget Amendmes for Emergency Medical Services (EMS)

**Submitted For:** Julie Kiley

**Submitted By:** Julie Kiley, County Auditor

**Department:** County Auditor

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider and take appropriate action to rescind Agenda Items 61 and 62 from the December 19, 2017 regular agenda.

**Background**

Budget amendments were approved on December 19, 2017 to account for Emergency Medical Services (EMS) reimbursement from Williamson County and Cities Health District for Influenza clinics. Instead of amending the budget and placing this money into a revenue line item, the more appropriate method would be to just deposit the funds into the expenditure line items. Rescinding these items will reverse the budget changes.

**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: Julie Kiley  
Final Approval Date: 02/07/2018

**Reviewed By**

Wendy Coco

**Date**

02/07/2018 10:22 AM  
Started On: 02/06/2018 03:08 PM

**Commissioners Court - Regular Session**

**23.**

**Meeting Date:** 02/13/2018

Line Item Transfers of \$500 or Less Oct-Dec 2017 1st QTR - FY18

**Submitted For:** Melanie Denny

**Submitted By:** Angela Schmidt, County Auditor

**Department:** County Auditor

**Agenda Category:** Regular Agenda Items

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**Information**

**Agenda Item**

Discuss, consider and take appropriate action acknowledging line item transfers of \$500.00 or less completed by the County Auditor during October - December 2017 (1st Quarter - FY18).

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

LIT FY18 OCT-DEC 2017

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**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Angela Schmidt

Final Approval Date: 02/08/2018

**Reviewed By**

Wendy Coco

**Date**

02/08/2018 10:27 AM

Started On: 02/08/2018 09:57 AM

## FY18 LIT's Equal to or Less Than \$500

<i>Dept</i>	<i>From/To</i>		<i>Line #</i>		<i>Amount</i>
Records Technology - District Clerk	From	01	0387	0387	004100 \$ 15.60
	To	01	0387	0387	002050 \$ 15.60
County Clerk Records	From	01	0385	0385	003011 \$ 48.32
	To	01	0385	0385	002050 \$ 48.32
Fleet	From	01	0882	0882	005003 \$ 450.00
	To	01	0882	0882	004543 \$ 450.00
County Clerk Archive	From	01	0384	0384	004550 \$ 28.34
	To	01	0384	0384	002050 \$ 28.34
Radio Communications	From	01	0507	0507	004999 \$ 1.25
	To	01	0507	0507	002050 \$ 1.25
Fleet	From	01	0882	0882	005003 \$ 68.76
	To	01	0882	0882	004543 \$ 68.76
Radio Communications	From	01	0507	0507	004541 \$ 16.13
	To	01	0507	0507	004414 \$ 16.13
Budget Office	From	01	0100	0491	003011 \$ 90.58
	To	01	0100	0491	003010 \$ 90.58
County Attorney	From	01	0100	0475	003100 \$ 243.06
	To	01	0100	0475	005730 \$ 243.06
Co Tax Assessor Collector	From	01	0100	0499	003006 \$ 361.00
	To	01	0100	0499	004505 \$ 361.00
County Courts at Law	From	01	0100	0425	004999 \$ 68.00
	To	01	0100	0425	002050 \$ 68.00
On Site Sewage Facility	From	01	0100	0661	004999 \$ 100.00
	To	01	0100	0661	004211 \$ 100.00
Emergency Management	From	01	0100	0541	004212 \$ 12.00
	To	01	0100	0541	004216 \$ 12.00
Sheriff's Office	From	01	0100	0560	004350 \$ 300.00
	To	01	0100	0560	004510 \$ 300.00
Outreach Team	From	01	0100	0341	004999 \$ 300.00

	From	01	0100	0341	003100	\$	161.32
	To	01	0100	0341	004414	\$	461.32
Information Technology	From	01	0100	0503	004999	\$	5.63
	To	01	0100	0503	001110	\$	5.63
Budget Office	From	01	0100	0491	004999	\$	9.97
	To	01	0100	0491	003005	\$	9.97
County Court at Law #4	From	01	0100	0429	004999	\$	100.00
	To	01	0100	0429	004350	\$	100.00
Purchasing	From	01	0100	0494	004999	\$	120.00
	To	01	0100	0494	003010	\$	120.00
Infrastructure	From	01	0100	0215	004999	\$	14.10
	To	01	0100	0215	004414	\$	14.10
Elections	From	01	0375	0375	004100	\$	200.00
	To	01	0375	0375	002020	\$	200.00
Election Services Contract	From	01	0100	0492	004100	\$	21.53
	To	01	0100	0492	001150	\$	20.00
	To	01	0100	0492	002010	\$	1.53
County Attorney	From	01	0100	0475	004902	\$	173.89
	To	01	0100	0475	004999	\$	173.89
Purchasing	From	01	0100	0494	003006	\$	300.00
	From	01	0100	0494	004999	\$	100.00
	To	01	0100	0494	003005	\$	400.00
Constable Pct. 1	From	01	0100	0551	003901	\$	129.52
	To	01	0100	0551	003005	\$	129.52
County Auditor	From	01	0100	0495	004100	\$	469.99
	To	01	0100	0495	003006	\$	469.99
Purchasing	From	01	0100	0494	004999	\$	60.00
	To	01	0100	0494	003010	\$	60.00
County Attorney	From	01	0100	0475	004902	\$	374.25
	To	01	0100	0475	004999	\$	374.25
Elections	From	01	0100	0492	004100	\$	100.00
	To	01	0100	0492	001150	\$	100.00

Commissioner Pct. 4	From	01	0100	0214	004999	\$	0.07
	To	01	0100	0214	001130	\$	0.07
Outreach Team	From	01	0100	0341	003010	\$	350.00
	To	01	0100	0341	004505	\$	350.00
Constable Pct. 3	From	01	0100	0553	003008	\$	499.00
	To	01	0100	0553	003010	\$	499.00
Sheriff's Office	From	01	0100	0560	004350	\$	10.29
	To	01	0100	0560	003104	\$	10.29
County Judge	From	01	0100	0400	004999	\$	500.00
	To	01	0100	0400	001107	\$	464.47
	To	01	0100	0400	002010	\$	35.53
Budget Office	From	01	0100	0491	004510	\$	440.00
	To	01	0100	0491	003005	\$	440.00
County Attorney	From	01	0100	0475	004902	\$	159.00
	To	01	0100	0475	004999	\$	159.00
Purchasing	From	01	0100	0494	003100	\$	256.00
	To	01	0100	0494	003901	\$	256.00
Sheriff's Office	From	01	0100	0560	003010	\$	283.00
	To	01	0100	0560	004510	\$	283.00
County Treasurer	From	01	0100	0497	004350	\$	73.00
	To	01	0100	0497	003901	\$	73.00
On-Site Sewage Facility	From	01	0100	0661	004208	\$	500.00
	To	01	0100	0661	004211	\$	208.00
	To	01	0100	0661	003311	\$	292.00
JP Precinct 4	From	01	0100	0454	003100	\$	490.00
	To	01	0100	0454	003901	\$	490.00
Purchasing	From	01	0100	0494	003100	\$	200.00
	To	01	0100	0494	003010	\$	200.00
Constable Pct. 2	From	01	0100	0552	004999	\$	100.00
	To	01	0100	0552	003900	\$	100.00
Facilities	From	01	0100	0509	004999	\$	21.69
	To	01	0100	0509	003010	\$	21.69

Facilities	From	01	0100	0509	004999	\$	15.00
	To	01	0100	0509	003003	\$	15.00
County Court at Law #4	From	01	0100	0429	004999	\$	100.00
	To	01	0100	0429	004350	\$	100.00
County Court at Law #3	From	01	0100	0428	004010	\$	500.00
	To	01	0100	0428	003006	\$	500.00
Constable Pct. 4	From	01	0100	0554	004999	\$	35.24
	To	01	0100	0554	001110	\$	35.24

**Commissioners Court - Regular Session**

**24.**

**Meeting Date:** 02/13/2018

Philips MRX Service Agreement Extension

**Submitted By:** Michael Knipstein, EMS

**Department:** EMS

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on approving a 3 month extension to the current Comprehensive Onsite Service Agreement for HeartStart MRX patient care monitors to support Williamson County EMS operations.

**Background**

In October 2017 Philips Medical entered into a consent decree with the FDA which prevented Philips Medical from providing services on patient care monitors. The current service agreement expired on 12/31/2017. Philips Medical is proposing to extend the current agreement until March 31<sup>st</sup>, at no cost, in order to provide time to revise the pricing on a new service contract. WilCo legal has reviewed the attached extension document.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Signed Extension

**Form Review**

**Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Michael Knipstein

Final Approval Date: 02/08/2018

**Reviewed By**

Hal Hawes

Wendy Coco

**Date**

02/08/2018 09:47 AM

02/08/2018 11:03 AM

Started On: 02/07/2018 02:40 PM



# PHILIPS

January 31, 2018

Williamson County EMS  
303 Martin Luther King St  
Georgetown, TX 78626

Dear Customer,

This document constitutes an extension to the current **Comprehensive Onsite Service Agreement** for your existing **HeartStart MRx system**, Site number **94038956**

Contract No. : **41966614**

Extension Start Date: **December 30, 2017**

Extension End Date: **March 31, 2018**

**Total Extension Amount: \$0.00**

Please acknowledge your approval of this extension by signing below and attach a valid Purchase Order if applicable. Upon acceptance by an authorized Philips Healthcare representative, we agree to provide maintenance services for the equipment listed above, in accordance with the terms and conditions of the existing contract.

Agreed to and Accepted by:

Customer Name	Title	Date
 Philips Healthcare	 Title	 Date

Sincerely,

*Shane Gregory*  
District Manager  
Emergency Care and Resuscitation  
Texas/Oklahoma  
[shane.gregory@philips.com](mailto:shane.gregory@philips.com)

Cell : (817)805-7305 |

Philips Healthcare

**Commissioners Court - Regular Session**

**25.**

**Meeting Date:** 02/13/2018

Radar Equipment

**Submitted For:** Larry Madsen

**Submitted By:** Julia Cooper, Commissioner Pct. #4

**Department:** Commissioner Pct. #4

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss and take appropriate action to allow Pct. 4 Constable's Office to submit an application for a grant through the Office of the Governor's Criminal Justice Division for (four) Dash Mounted Law Enforcement Radar Units for the Pct. 4 Constables.

**Background**

Pct. 4 Constable's Office is seeking to apply for a Justice Assistance Grant through the Office of the Governor's Criminal Justice Division. If awarded this grant, the funding will be used to purchase (four) Dash Mounted Law Enforcement Radars to replace (four) antiquated units.

The equipment total cost will be \$13,070 which includes (four) units at \$3,250.00 each plus \$70.00 shipping and handling. **The grant does not require a match from the County.** The Office of the Governor requires a resolution approved by the governing body, naming the authorized official with signatory authority.

Staff recommends the following action: Approve Pct. 4 Constable's Office to apply for the Dash Mounted Law Enforcement Radar Equipment Project grant through the Office of the Governor's Criminal Justice Division and approve appropriate county department personnel to complete documentation relevant to the implementation of the grant.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

[Radar Equipment Resolution](#)

**Form Review**

**Inbox**

County Judge Exec Asst.  
Commissioner Pct. 4 (Originator)  
Form Started By: Julia Cooper  
Final Approval Date: 02/07/2018

**Reviewed By**

Wendy Coco  
Julia Cooper

**Date**

02/07/2018 10:22 AM  
02/07/2018 11:41 AM  
Started On: 02/07/2018 08:47 AM

*State of Texas*  
*County of Williamson*  
*Know all men by these presents:*

That on the 13<sup>th</sup> day of February 2018 the Commissioners' Court of Williamson County, Texas met in duly called session at the Williamson County Courthouse, 710 Main Street, Georgetown, Texas, with the following members present:

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

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

**PROCLAMATION**

A resolution of the Commissioners' Court of the County of Williamson, Texas hereby authorizing the submittal of a grant application to the Office of the Governor for the Dash Mount Law Enforcement Radar Equipment Project. The CJD grant application number is 3580301.

**WHEREAS**, The Williamson County Commissioners' Court finds it in the best interest of the citizens of Williamson County Pct. 4, that the Dash Mount Law Enforcement Radar Equipment Project be operated for the 2019 Fiscal Year; and

**WHEREAS**, The Williamson County Commissioners' Court agrees that in the event of loss or misuse of the Office of the Governor funds, The Williamson County Commissioner's Court assures that the funds will be returned to the Office of the Governor in full.

**WHEREAS**, The Williamson County Commissioners' Court designates Honorable Judge Dan A. Gattis, Williamson County Judge as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

**NOW THEREFORE, BE IT RESOLVED** that the Williamson County Commissioners' Court approves submission of the grant application for the Dash Mount Law Enforcement Radar Equipment Project to the Office of the Governor.

Resolved this \_\_\_\_\_ day of February 2018.

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Williamson County Judge Dan A. Gattis

**Commissioners Court - Regular Session**

**26.**

**Meeting Date:** 02/13/2018

Authorizing Renewal Agreement with Ergometrics

**Submitted For:** Scott Parker

**Submitted By:** Melissa Pogue, Emergency Communications

**Department:** Emergency Communications

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider, and take appropriate action on authorizing the renewal Agreement for pre-employment testing and scoring, for the term of February 1, 2018 - February 1, 2019, with Ergometrics and Applied Personnel Research, Inc., in the amount of \$5,500 annually.

**Background**

Requested by Emergency Communications; this is for renewing licensing to have access to tests for individuals seeking employment with 911 Communications. This process is an upfront screening test that is nationally recognized and allows the Department to see who is qualified to handle the high pace, stressful environment that comes with positions specific to 911 Communications. The test will be proctored which allows for an unlimited number of individuals (space dependent) to be tested at once.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

E Comm Agreement

1295

**Form Review**

**Inbox**

County Judge Exec Asst.  
Form Started By: Melissa Pogue  
Final Approval Date: 02/08/2018

**Reviewed By**

Wendy Coco

**Date**

02/08/2018 09:21 AM  
Started On: 02/08/2018 08:45 AM

# Test Licensing Agreement

## 1. Scope of Agreement

Ergometrics, Inc. ("Licensor") grants to the Licensee the right to use the Licensor's tests, outlined in Attachment A to this Agreement, incorporated herein by reference, and all associated materials (collectively, the "Test"), for the sole purpose of pre-employment and promotional testing. The Test may not be used for training purposes under any circumstances. The Licensee may not lease, rent, loan, transfer or administer this test to or for any other agency or entity without express written permission from the Licensor. The Test meets and/or exceeds all Equal Employment Opportunity Commission guidelines and professional standards. This agreement does not include local validation for the Licensee. The Licensor will provide general validation reports upon request. In the event of challenge, the Licensor will provide expert testimony at its regular consulting rates. The Licensor assumes no liability for the use or misapplication of this product.

## 2. Copyright

The Test is owned by the Licensor and protected by United States copyright laws and international treaty provisions. The Licensee is not authorized to copy any videos or DVD's. Printed materials may only be copied with express permission from the Licensor and may only be used for the purposes described in this Agreement or as otherwise approved by the Licensor.

## 3. Implementation

The Licensor will provide the Licensee general written or telephone instructions on the administration and use of the Test. The Licensor warrants that the video, audio, and printed materials are free from defects in material and workmanship. Licensor will assist Licensee with interpretation of score results and scoring methodology.

## 4. Test Security

Licensee will maintain strict security of the Test in accordance with accepted security practices and those incorporated herein. Licensee shall be fully responsible for the secure storage and use of the Test and will establish and maintain strict test security procedures, including precautions preventing materials from being stolen, copied, or otherwise compromised.

a. The Test must not be left unattended at any time, and when not in use, the Test must be kept in a secured and locked location. Trash containing confidential material will be disposed of securely.

b. All persons having access to the Test must sign the Individual Statement of Understanding, found in the Administration Packet, and all signed copies kept on file with the Licensee for one year from the date of signature.

c. Certification of Compliance with Confidentiality and Copyright, found in the Administration Packet, must be collected from each applicant before testing sessions begin, and all signed copies kept on file with the Licensee for one year from the date of signature.

d. The Test maintained in electronic format must be kept on a non-networked, standalone computer.

e. Cell phones and electronic devices are not allowed in the test administrations.

f. No one, other than the official test monitor, should take notes or any other confidential materials from a testing room. In the event of loss or theft of the Test, or cheating, Licensor must be notified immediately.

g. Any testing materials shipped must use a form of registered service with tracking number and signature for delivery.

h. Test content is confidential and copyrighted. Any conversations about Test content must only be conducted formally in conjunction with the Licensor.

## 5. Subcontracting the Test

The Test is licensed for use only by the Licensee. The Licensee must contact the Licensor to obtain permission if the Licensee wishes to subcontract test administration or other services that involve the outside handling of the Test. The Licensee will remain fully responsible for the security of materials that are handled in this manner.

## 6. Termination

a. This Agreement may be terminated in whole in the event that the Licensee or Licensor breaches any material provision of this Agreement and fails to cure such breach within thirty (30) days after the non-breaching party delivers written notice of such breach to the breaching Party. Upon termination, Licensor will be entitled to payment, determined on a pro rata basis for services performed or rendered, and all Test materials must be returned immediately to the Licensor once the Agreement has been terminated. At the end of the term, the Agreement will automatically renew for successive one-year terms unless one of the parties provides notice of its intent to terminate the Agreement.

b. Terminations for Convenience. This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving ninety (90) days written notice thereof. In the event of termination, Williamson County will only be liable for its pro rata share of services rendered and goods actually received.

c. Mediation. The parties agree to use mediation for dispute resolution prior to a formal legal action being taken on this Contract.

## 7. Events Upon License Expiration or Termination

Upon any termination or expiration of this Agreement for any reason, Licensee will cease use of all testing materials and return such materials within 15 days of expiration or termination of the Agreement. Late or lost Test materials will be subject to additional fees Attachment A to this Agreement sets out additional provisions in respect of the parties' obligations upon termination.

## 8. No Waiver

The waiver or failure of either Party to exercise in any respect any right provided in this Agreement shall not be deemed a waiver of any other right or remedy to which the party may be entitled.

## 9. Entirety of Agreement

The terms and conditions set forth herein constitute the entire Agreement between the Parties and supersede any communications or previous agreements with respect to the subject matter of this Agreement. There are no written or oral understandings directly or indirectly related to this Agreement that are not set forth herein. No change can be made to this Agreement other than in writing and signed by both Parties. Any previous Test Licensing agreements between Licensee and Licensor are null and void, replaced by this one.

## 10. Headings in this Agreement

The headings in this Agreement are for convenience only, confirm no rights or obligations in either party, and do not alter any terms of this Agreement.

## 11. Severability

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

## 12. Venue and Governing Law

Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.

## 13. No Waiver of Sovereign Immunity or Powers

Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of Licensee, the Williamson County Commissioners Court, or the Williamson County Judge.

of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

**14. Texas Prompt Payment Act Compliance**

Payment for goods and services shall be governed by chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date licensee receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by licensee 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 Licensee's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day

**15. Right to Audit**

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

**Test Licensing Agreement**

This is a legal agreement between the Licensing Agency (Licensee) and Ergometrics and Applied Personnel Research, Inc. (Licensor) By accepting the Ergometrics test materials for use, you are agreeing to the terms of this agreement and that you have authority to enter into such an agreement on behalf of the Agency.

**Licensee**

Dan Gattis  
Principal Signer \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_  
County Judge - Williamson  
Title \_\_\_\_\_

Williamson County Emergency Communications  
Agency Name \_\_\_\_\_

911 Tracy Chambers Lane  
Physical Address \_\_\_\_\_

Georgetown TX 78626  
City State Zip

512-864-8243 gsmith@wilco.org  
Telephone EMail

**Authorized Contacts**

Please list, in addition to the Principal Signer, anyone who is authorized to receive materials, scores or discuss scores with Ergometrics. Licensee is responsible for updating Ergometrics of any changes to Authorized Contacts.

Gene Smith  
Authorized Contact \_\_\_\_\_

Assistant Director  
Title \_\_\_\_\_

512-864-8243  
Telephone \_\_\_\_\_


gsmith@wilco.org  
EMail \_\_\_\_\_

Melissa Pogue  
Authorized Contact \_\_\_\_\_

Deputy Director  
Title \_\_\_\_\_

512-864-8246  
Telephone \_\_\_\_\_

mpogue@wilco.org  
Email \_\_\_\_\_



Return to:  
Ergometrics &  
Applied Personnel Research, Inc.  
18720 33<sup>rd</sup> Avenue West  
Lynnwood, WA 98037  
FAX: 425-774-0829  
Or email to your current  
Client Services Representative

*Failure to return the signed licensing agreement,  
will delay the processing of your order.*

For Office use only:

Product: \_\_\_\_\_

License Type: \_\_\_\_\_

Highrise: \_\_\_\_\_

Exam HQ: \_\_\_\_\_

# 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.  
 Ergometrics and Applied Personnel Research, Inc.  
 Lynnwood, WA United States

Certificate Number:  
 2018-305580

Date Filed:  
 01/24/2018

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.  
 Williamson County

Date 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.  
 NA  
 ECOMM testing - license and scoring

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 UNSWORN DECLARATION

My name is Barbara Erickson and my date of birth is \_\_\_\_\_

My address is 18720 33rd Ave W Lynnwood WA 98037 USA  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Snohomish County, State of WA on the 24<sup>th</sup> day of Jan, 2018  
(month) (year)

Barbara Erickson  
 Signature of authorized agent of contracting business entity  
 (Declarant)

# 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.**

Ergometrics and Applied Personnel Research, Inc.  
Lynnwood, WA United States

Certificate Number:  
2018-305580

Date Filed:  
01/24/2018

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

Williamson County

Date 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.**

NA  
ECOMM testing - license and scoring

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 UNSWORN DECLARATION**

My name is Barbara Erickson, and my date of birth is \_\_\_\_\_.

My address is 18720 33rd Ave W, Lynnwood, WA, 98037, USA.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Snohomish County, State of WA, on the 24<sup>th</sup> day of Jan, 2018.  
(month) (year)

Barbara Erickson  
Signature of authorized agent of contracting business entity  
(Declarant)

**Commissioners Court - Regular Session**

27.

**Meeting Date:** 02/13/2018

Approval of Furniture Purchase North Campus Project

**Submitted For:** Randy Barker

**Submitted By:** Thomas Skiles, Purchasing

**Department:** Purchasing

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider, and take appropriate action on approving the purchase of furniture for the North Campus Project from KI/TechCenter Design, Inc. in the total amount of \$241,696.96 pursuant to NJPA Contract # 031715KI.

**Background**

This purchase is for the North Campus Project. See attached quote for details. \$174,256.58 for Training Building. \$67,440.38 for VIB Building. Funding will be from P324.

**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: Thomas Skiles  
Final Approval Date: 02/08/2018

**Reviewed By**

Randy Barker  
Wendy Coco

**Date**

02/08/2018 08:30 AM  
02/08/2018 08:33 AM  
Started On: 02/05/2018 01:08 PM

**Wilco North Campus TrainingBldg H Budget**

KI is pleased to present the enclosed quotation. The following items are included:

- Quote
- Summary
- Itemized Quote
- Detailed PO requirements
- Product Options

Quote Number: LG16-NCEMS BldH/C

*CREATED 1/20/2016 | REVISED 1/28/2018 | Valid Through 3/1/2018*

PRODUCT TOTALS	\$174,256.58
See Quote Detail Summary	\$0.00
<b>GRAND TOTAL</b>	<b>\$174,256.58</b>

**Requested Delivery Date:** To be Determined

**Sales Team:**

**Sold To**  
 Williamson County  
 710 Main Street  
 Georgetown, TX 78626  
 P. (512) 943-1554 F. (512) 943-1662  
 Customer # 42885

**End User**  
 Williamson County  
 710 Main Street  
 Georgetown, TX 78626  
 P. (512) 943-1554 F. (512) 943-1662  
 End User # 42885

Loretta Gray  
 Dealer Rep  
 Loretta@techcenterdesign.com  
 (512) 407-8447



**Ship To**  
 To be Determined

**Installation**  
 To be Determined






**Client Notes:**

NJPA Contract #031715KI  
 Issue PO to KI c/o TechCenter Design, Inc.  
 email order to loretta@techcenterdesign.com for processing  
 TechCenter Design is authorized to sell KI under NJPA Contract



# QUOTATION


**CREATED** 1/20/2016  
**VALID THROUGH** 3/1/2018  
**Prepared By** Loretta Gray  
**Quote Filename** Wilco North Campus TrainingBldg H Budget - LG16-NCEMS BldH/C

Line	Model	Qty.	Sell Price	Extended Total	TBD Options	
<b>Tag 1: h100 Training</b>						
1.1	HUN2472-ME	Hurry Up Tbls,Flip-Tp-Nst,24x72",Rect,Urethane Edge	54	\$840.48	\$45,385.92	
		Edge Color Flannel edge /EFN Surface Finish KI Laminates Standard KI Laminates NICKEL EVOLVE 4813-60 /LNV Base Finish Flannel /FN Base Option 4 casters (2 locking) black /4CB Modesty Panel Option Fabric modesty panel /FMP Ganging No ganging kit -NK Grommet or PowerUp Option No grommet/no PowerUp -NG Wire Management Options No wireway -NW <b>MK: TA.01</b>				
1.2	SWNAU	Strive High Density Sled Base,Up Seat,Armless Chair	162	\$132.75	\$21,505.50	
		Frame Color Flannel /FN Upholstery Grade/Color Compliance to TB 117-2013 /NFR Upholstery Grade/Color Fabric Grade 2 GRD2 G2 Fabric 2C CRESTAL 2CUPHCRESTA 2C CRESTAL L MIDNIGHT /2CMT Glide Option No glides /NG Poly Seat & Back Color No Fire Retardant -NFR Poly Seat & Back Color Flannel /PFN <b>MK: CH.01</b>				
1.6	CSD.BL	High Density Transport Dolly (26 Strive per dolly)	4	\$198.64	\$794.56	
		<b>MK: M.01</b>				
<b>Tag 1: h100 Training</b>				<b>WorkGroup Product Subtotal</b>	<b>\$67,685.98</b>	



# QUOTATION


**CREATED** 1/20/2016  
**VALID THROUGH** 3/1/2018  
**Prepared By** Loretta Gray  
**Quote Filename** Wilco North Campus TrainingBldg H Budget - LG16-NCEMS BldH/C

Line	Model		Qty.		Sell Price	Extended Total	TBD Options	
<b>Tag 1: h104 Conference</b>								
2.4	ALTCLA	Altus Conference Chair, Loop Arms, Upholstered	22		\$293.66	\$6,460.52		
		Base		Plastic base	/P			
		Cylinder Type		Standard cylinder	/STD			
		Casters		Carpet casters	/C			
		Altus Fabric		Compliance to TB 117-2013	/NFR			
		Fabric		Pallas Fabric Group P0	GRPP0			
		P0 Fabric		OFF TRACK	OFF TRACK			
		OFF TRACK		MIDNIGHT	/27.209.114.P			
		Altus Mesh		Grey	/MGR			
		<b>MK: CH.02</b>						
<b>Tag 1: h104 Conference</b>						<b>WorkGroup Product Subtotal</b>	<b>\$6,460.52</b>	



# QUOTATION



**CREATED** 1/20/2016  
**VALID THROUGH** 3/1/2018  
**Prepared By** Loretta Gray  
**Quote Filename** Wilco North Campus TrainingBldg H Budget - LG16-NCEMS BidH/C

Line	Model	Qty.	Sell Price	Extended Total	TBD Options
<b>Tag 1: h107 Conference</b>					
3.8	ALTCLA Altus Conference Chair, Loop Arms, Upholstered 	26	\$293.66	\$7,635.16	
	Base Plastic base /P Cylinder Type Standard cylinder /STD Casters Carpet casters /C Altus Fabric Compliance to TB 117-2013 /NFR Fabric Pallas Fabric Group P0 GRPP0 P0 Fabric OFF TRACK OFF TRACK OFF TRACK MIDNIGHT /27,209,114,P Altus Mesh Grey /MGR <b>MK: CH.02</b>				
<b>Tag 1: h107 Conference</b>			<b>WorkGroup Product Subtotal</b>	<b>\$7,635.16</b>	



# QUOTATION



**CREATED** 1/20/2016  
**VALID THROUGH** 3/1/2018  
**Prepared By** Loretta Gray  
**Quote Filename** Wilco North Campus TrainingBldg H Budget - LG16-NCEMS BldH/C

Line	Model	Qty.	Sell Price	Extended Total	TBD Options	
<b>Tag 1: h112 Break</b>						
4.1	SLNAP 	20	\$91.20	\$1,824.00		
	Strive Four-Leg Armless Chair, Poly Frame Color Flannel /FN Poly Seat & Back Color No Fire Retardant /NFR Poly Seat & Back Color Nordic /PND Glide Option Steel glides /S <b>MK: CH.03</b>					
4.2	AH4R4229P-74P 	5	\$470.40	\$2,352.00		
	Athens Round Tbl, 4" Col, 24" Base, Powder Coat, 74P, 29"H, 42"Dia Edge Color Flannel edge /EFN Surface Finish KI Laminates Standard KI Laminates NICKEL EVOLVE 4813-60 /LNV Base/Column Finish Flannel /FN <b>MK: TA.04</b>					
<b>Tag 1: h112 Break</b>				<b>WorkGroup Product Subtotal</b>	<b>\$4,176.00</b>	



# QUOTATION



**CREATED** 1/20/2016  
**VALID THROUGH** 3/1/2018  
**Prepared By** Loretta Gray  
**Quote Filename** Wilco North Campus TrainingBldg H Budget - LG16-NCEMS BldH/C

Line	Model	Qty.	Sell Price	Extended Total	TBD Options	
<b>Tag 1: h117 /h118 Vestibule</b>						
5.2	15NALUW 	Versa Four-Leg Armless,Uph Seat/Wood Bck,Nonganging	4	\$236.84	\$947.36	
		Glide Option Frame Color Wood Back Color Wood Finish Color Wood Back Style Wood Back Cut-Out Versa Wood Back Seat Upholstery Versa Standard Uph - NFR G1 Fabric 1S STREETSCAP <b>MK: CH.08</b>	Steel glides (standard) Flannel Wood finish-Core Cocoa on Maple Square (new style) Fan (square back only) Compliance to TB 117-2013 Fabric Grade 1 1S STREETSCAP BLUE ON BLUE	/S /FN Core /MCA /VSB /CO4 /NFR GRD1 1SUPHSTREET SCAP /1SBE		
5.3	5521 	Flex Square End Table,Laminate Top,24x24",22"H	2	\$516.48	\$1,032.96	
		Wood Finish Color Wood Finish Color Laminate Color KI Laminates <b>MK: TA.05</b>	Wood finish-Core Cocoa on Beech KI Laminates NICKEL EVOLVE 4813-60	Core /BCA Standard /LNV		
<b>Tag 1: h117 /h118 Vestibule</b>				<b>WorkGroup Product Subtotal</b>	<b>\$1,980.32</b>	



# QUOTATION

**CREATED** 1/20/2016  
**VALID THROUGH** 3/1/2018  
**Prepared By** Loretta Gray  
**Quote Filename** Wilco North Campus TrainingBldg H Budget - LG16-NCEMS BldH/C

Line	Model	Qty.	Sell Price	Extended Total	TBD Options
<b>Tag 1: h119 Observation</b>					
6.1	SIFTSAA 	4	\$440.97	\$1,763.88	
	Sift Task 4D Adjustable T-Arm Stool, Mesh Base Finish Plastic base /P FR/NFR Option Compliance to TB 117-2013 /NFR Casters Hard floor casters /S <b>MK: CH.05</b>				
6.2	KBC3672.H 	2	\$426.70	\$853.40	
	Aristotle Bookcase, 4 Adj Shelf, 36x14x72"H Laminate (Horizontal) Cocobala /LCC Laminate Base (Vertical) Cocobala /LBCC <b>MK: BC.01</b>				
<b>Tag 1: h119 Observation</b>			<b>WorkGroup Product Subtotal</b>	<b>\$2,617.28</b>	



# QUOTATION






CREATED 1/20/2016  
VALID THROUGH 3/1/2018  
Prepared By Loretta Gray  
Quote Filename Wilco North Campus TrainingBldg H Budget - LG16-NCEMS BidH/C

Line	Model	Qty.	Sell Price	Extended Total	TBD Options
<b>Tag 1: h126, h128 Wet Storage/Clean Up</b>					
7.1	246074 Metro 24x60x74 Shelving	15	\$1,076.00	\$16,140.00	
	No Image Available				
<b>Tag 1: h126, h128 Wet Storage/Clean Up</b>				<b>WorkGroup Product Subtotal</b>	<b>\$16,140.00</b>



# QUOTATION

**CREATED** 1/20/2016  
**VALID THROUGH** 3/1/2018  
**Prepared By** Loretta Gray  
**Quote Filename** Wilco North Campus TrainingBldg H Budget - LG16-NCEMS BldH/C

Line	Model	Qty.	Sell Price	Extended Total	TBD Options
<b>Tag 1: h131 Office</b>					
8.1	GCCT24484824S/F-74P 	Genesis Tripod Corner,Fixed Ht,74P Edge,24x48x48x24"	1	\$696.89	\$696.89
		PowerUp Module Location Left module /PUL Modesty Panel Option No modesty panel /NM Wire Trough No wire trough /NW Grommet Option Overhead grommets no /OGN Transition Legs Both transition feet /TB Base Finish Champagne Metallic w/light tone trough /CM Edge Color Misty Brown edge /EMY Surface Finish KI Laminates Standard KI Laminates TUNGSTEN EVOLVE 4814-60 /LTE <b>MK: DE.01</b>			
8.2	GSTR2472S/F-74P 	Genesis Basic Rectangular,Fixed Height,74P Edge,24x72"W	1	\$487.46	\$487.46
		Modesty Panel Option No modesty panel /NM Wire Trough No wire trough /NW Transition Legs Right transition foot /TR Base Finish Champagne Metallic w/light tone trough /CM Edge Color Misty Brown edge /EMY Surface Finish KI Laminates Standard KI Laminates NICKEL EVOLVE 4813-60 /LNV PowerUp Module Location and Grommet Option No data /PUN Grommet Option Overhead grommets no /OGN <b>MK: DE.01</b>			
8.3	GSTR2436S/F-74P 	Genesis Basic Rectangular,Fixed Height,74P Edge,24x36"W	1	\$419.33	\$419.33
		Modesty Panel Option No modesty panel /NM Wire Trough No wire trough /NW Transition Legs Both transition feet /TB Base Finish Champagne Metallic w/light tone trough /CM Edge Color Misty Brown edge /EMY Surface Finish KI Laminates Standard KI Laminates NICKEL EVOLVE 4813-60 /LNV PowerUp Module Location and Grommet Option No data /PUN Grommet Option Overhead grommets yes /OGY <b>MK: DE.01</b>			
8.4	GSTR2436S/F-74P 	Genesis Basic Rectangular,Fixed Height,74P Edge,24x36"W	1	\$419.33	\$419.33
		Modesty Panel Option No modesty panel /NM Wire Trough No wire trough /NW Transition Legs Both transition feet /TB Base Finish Champagne Metallic w/light tone trough /CM Edge Color Misty Brown edge /EMY Surface Finish KI Laminates Standard KI Laminates NICKEL EVOLVE 4813-60 /LNV PowerUp Module Location and Grommet Option No data /PUN Grommet Option Overhead grommets yes /OGY <b>MK: DE.01</b>			
8.6	GUOS36 	Genesis Universal Overhead Cabinet w/Steel Door,36"W	2	\$449.71	\$899.42
		Overhead Assembly Fully Assembled /F Key Option No lock core NLC Paint Color Champagne Metallic /CM <b>MK: h131</b>			



# QUOTATION







**CREATED** 1/20/2016  
**VALID THROUGH** 3/1/2018  
**Prepared By** Loretta Gray  
**Quote Filename** Wilco North Campus TrainingBldg H Budget - LG16-NCEMS BldH/C

Line	Model	Qty.	Sell Price	Extended Total	TBD Options
8.11	ULP24FFF  U-Series Freestanding Pedestal, File/File, 24" Nominal Depth Paint Color Champagne Metallic /CM Key Option Key alike /KA National Key Alike Key Alike Lock #101 /L101 Pull Style U-Series Pull (Standard) /USP <b>MK: h131</b>	1	\$249.78	\$249.78	
8.12	ULP24FBBF  U-Series Freestanding Pedestal, Box/Box/File, 24" Nominal Depth Paint Color Champagne Metallic /CM Key Option Key alike /KA National Key Alike Key Alike Lock #101 /L101 Pull Style U-Series Pull (Standard) /USP <b>MK: h131</b>	1	\$226.01	\$226.01	
8.14	S7P/PENTRAY  Pencil Tray for 6" Box Drawers, Black Only <b>MK: DE.01</b>	1	\$3.73	\$3.73	
8.17	UTLT5.24  Unite Overhead Light, 24" <b>MK: DE.01</b>	2	\$34.52	\$69.04	
Tag 1: h131 Office				<b>WorkGroup Product Subtotal</b>	<b>\$3,470.99</b>



# QUOTATION





**CREATED** 1/20/2016  
**VALID THROUGH** 3/1/2018  
**Prepared By** Loretta Gray  
**Quote Filename** Wilco North Campus TrainingBldg H Budget - LG16-NCEMS BidH/C

Line	Model	Qty.	Sell Price	Extended Total	TBD Options
<b>Tag 1: h135 Office</b>					
9.8	GSAP724824S/F-74P	Genesis Arcade Peninsula,Fixed Ht,74P Edge,24x72x48"	1	\$778.37	\$778.37
		PowerUp Module Location No data /PUN Wire Trough No wire trough /NW Grommet Option Overhead grommets no /OGN Transition Legs Right transition foot /TR Base Finish Champagne Metallic w/light tone trough /CM Edge Color Misty Brown edge /EMY Surface Finish KI Laminates Standard KI Laminates TUNGSTEN EVOLVE 4814-60 /LTE Modesty Panel Option No modesty panel /NM <b>MK: DE.02</b>			
9.9	GCCT24484824S/F-74P	Genesis Tripod Corner,Fixed Ht,74P Edge,24x48x48x24"	1	\$696.89	\$696.89
		PowerUp Module Location Left module /PUL Modesty Panel Option No modesty panel /NM Wire Trough No wire trough /NW Grommet Option Overhead grommets right /OGR Transition Legs Both transition feet /TB Base Finish Champagne Metallic w/light tone trough /CM Edge Color Misty Brown edge /EMY Surface Finish KI Laminates Standard KI Laminates TUNGSTEN EVOLVE 4814-60 /LTE <b>MK: DE.02</b>			
9.10	GSTR2436S/F-74P	Genesis Basic Rectangular,Fixed Height,74P Edge,24x36"W	1	\$419.33	\$419.33
		Modesty Panel Option No modesty panel /NM Wire Trough No wire trough /NW Transition Legs Left transition foot /TL Base Finish Champagne Metallic w/light tone trough /CM Edge Color Misty Brown edge /EMY Surface Finish KI Laminates Standard KI Laminates TUNGSTEN EVOLVE 4814-60 /LTE PowerUp Module Location and Grommet Option No data /PUN Grommet Option Overhead grommets yes /OGY <b>MK: DE.02</b>			
9.12	GUOS36	Genesis Universal Overhead Cabinet w/Steel Door,36"W	1	\$449.71	\$449.71
		Overhead Assembly Fully Assembled /F Key Option Key alike /KA Key Alike Key Alike Lock #102 /L102 Paint Color Champagne Metallic /CM <b>MK: 135</b>			
9.13	GUOS48	Genesis Universal Overhead Cabinet w/Steel Door,48"W	1	\$489.76	\$489.76
		Overhead Assembly Fully Assembled /F Key Option Key alike /KA Key Alike Key Alike Lock #102 /L102 Paint Color Champagne Metallic /CM <b>MK: 135</b>			
9.15	TLT5.24	Universal Shelf/Cabinet Task Light,24"W,For 30 & 36" Overhead	1	\$34.98	\$34.98
		<b>MK: DE.02</b>			



# QUOTATION










**CREATED** 1/20/2016  
**VALID THROUGH** 3/1/2018  
**Prepared By** Loretta Gray  
**Quote Filename** Wilco North Campus TrainingBldg H Budget - LG16-NCEMS BldH/C

Line	Model		Qty.		Sell Price	Extended Total	TBD Options
9.18	TLT5.36	Overhead Task Light,36"W,For 42" & 48" Overheads	1		\$39.84	\$39.84	
							
		<b>MK: DE.02</b>					
9.20	ULP24FBBF	U-Series Freestanding Pedestal,Box/Box/File,24" Nominal Depth	1		\$226.01	\$226.01	
							
		Paint Color Champagne Metallic /CM					
		Key Option Key alike /KA					
		National Key Alike Key Alike Lock #102 /L102					
		Pull Style U-Series Pull (Standard) /USP					
		<b>MK: 135</b>					
9.21	ULP24FFF	U-Series Freestanding Pedestal,File/File,24" Nominal Depth	1		\$249.78	\$249.78	
							
		Paint Color Champagne Metallic /CM					
		Key Option Key alike /KA					
		National Key Alike Key Alike Lock #102 /L102					
		Pull Style U-Series Pull (Standard) /USP					
		<b>MK: 135</b>					
9.22	S7P/PENTRAY	Pencil Tray for 6" Box Drawers,Black Only	1		\$3.73	\$3.73	
							
		<b>MK: DE.02</b>					
Tag 1: h135 Office						<b>WorkGroup Product Subtotal</b>	<b>\$3,388.40</b>



# QUOTATION








**CREATED** 1/20/2016  
**VALID THROUGH** 3/1/2018  
**Prepared By** Loretta Gray  
**Quote Filename** Wilco North Campus TrainingBldg H Budget - LG16-NCEMS BldH/C

Line	Model		Qty.		Sell Price	Extended Total	TBD Options
<b>Tag 1: OFF h137</b>							
10.1	S7PI/PENTRAY	Pencil Tray for 6" Box Drawers,Black Only	4		\$3.68	\$14.72	
							
		<b>MK: h137</b>					
10.3	U2W9064	Unite 2-Way 90 Deg "L" Corner,64"H	6		\$74.11	\$444.66	
		Trim Color Misty Brown /MY					
							
		<b>MK: h137</b>					
10.4	U3W9064	Unite 3-Way 90 Deg "T" Corner,64"H	3		\$74.11	\$222.33	
		Trim Color Misty Brown /MY					
							
		<b>MK: h137</b>					
10.5	UCANTST.L	Unite Standard Cantilever Bracket,Left	16		\$12.43	\$198.88	
		Trim Color Misty Brown /MY					
							
		<b>MK: h137</b>					
10.6	UCANTST.R	Unite Standard Cantilever Bracket,Right	12		\$12.43	\$149.16	
		Trim Color Misty Brown /MY					
							
		<b>MK: h137</b>					
10.7	UEOR64	Unite End-Of-Run Condition,64" H	5		\$31.76	\$158.80	
		Trim Color Misty Brown /MY					
							
		<b>MK: h137</b>					
10.8	UET6PJNL	Unite Inline Panel Jumper,6 Circuit,12"L	4		\$22.09	\$88.36	
							
		<b>MK: h137</b>					
10.9	UET6PJNT	Unite Intersection Panel Jumper,6 Circuit,15-1/2"L	3		\$24.86	\$74.58	
							
		<b>MK: h137</b>					
10.10	UET6RBFU	Unite Base Infeed w/Bezel,Standard Base,6 Circuit	1		\$69.51	\$69.51	
		Bezel Color Misty Brown (conduit will be black) /MY					
							
		<b>MK: h137</b>					



# QUOTATION






**CREATED** 1/20/2016  
**VALID THROUGH** 3/1/2018  
**Prepared By** Loretta Gray  
**Quote Filename** Wilco North Campus TrainingBldg H Budget - LG16-NCEMS BidH/C

Line	Model	Qty.	Sell Price	Extended Total	TBD Options
10.11	 UET6RRC.1 Unite 15 Amp Duplex Receptacle w/Bezel,Raceway,6 Circuit,Cir 1 Standard Trim Finishes Misty Brown .MY <b>MK: h137</b>	4	\$12.89	\$51.56	
10.12	 UET6RRC.2 Unite 15 Amp Duplex Receptacle w/Bezel,Raceway,6 Circuit,Cir 2 Standard Trim Finishes Misty Brown .MY <b>MK: h137</b>	4	\$12.89	\$51.56	
10.13	 UET6RRC.4I Unite 15 Amp Duplex Receptacle w/Bezel,Raceway,6 Circuit,Cir 4 Standard Trim Finishes Misty Brown .MY <b>MK: h137</b>	4	\$12.89	\$51.56	
10.14	 UET6WW.36 Unite Rigid Wireway,10-Wire System,6 Circuit,36"W Panel <b>MK: h137</b>	8	\$46.95	\$375.60	
10.15	 ULP24FBFF U-Series Freestanding Pedestal,Box/Box/File,24" Nominal Depth Paint Color Champagne Metallic /CM Key Option No lock core /NLC Pull Style U-Series Pull (Standard) /USP <b>MK: h137</b>	4	\$226.01	\$904.04	
10.16	 UMFR2464 Unite Mono Fabric Panel,Standard Base Raceway,24Wx64"H Top Cap Flat trim (std) /F Trim Color Misty Brown /MY Panel Fabric Side 1 Fabric Grade 2 GRD2 VSG2 Fabric 2 FRACTAL 2FUPHRACTAL 2 FRACTAL SMOKY QUARTZ /F2SQS1 Panel Fabric Side 2 Fabric Grade 2 GRD2 VSG2 Fabric 2 FRACTAL 2FUPHRACTAL 2 FRACTAL SMOKY QUARTZ /F2SQS2 Electrical Code Domestic - with cutouts /DP <b>MK: h137</b>	5	\$202.53	\$1,012.65	
10.17	 UMFR3664 Unite Mono Fabric Panel,Standard Base Raceway,36Wx64"H Top Cap Flat trim (std) /F Trim Color Misty Brown /MY Panel Fabric Side 1 Fabric Grade 2 GRD2 VSG2 Fabric 2 FRACTAL 2FUPHRACTAL 2 FRACTAL SMOKY QUARTZ /F2SQS1 Panel Fabric Side 2 Fabric Grade 2 GRD2 VSG2 Fabric 2 FRACTAL 2FUPHRACTAL 2 FRACTAL SMOKY QUARTZ /F2SQS2 Electrical Code Domestic - with cutouts /DP <b>MK: h137</b>	16	\$258.69	\$4,139.04	



# QUOTATION

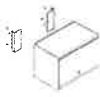










**CREATED** 1/20/2016  
**VALID THROUGH** 3/1/2018  
**Prepared By** Loretta Gray  
**Quote Filename** Wilco North Campus TrainingBldg H Budget - LG16-NCEMS BldH/C

Line	Model	Qty.	Sell Price	Extended Total	TBD Options
10.18	USPLPL  <b>MK: h137</b>	8	\$3.22	\$25.76	
10.19	USSDH36  Bracket Paint Color Key Option <b>MK: h137</b>	4	\$255.83	\$1,023.32	
			Unite mounted /UN Champagne Metallic /CM No lock core /NLC		
10.20	UTLT5.24  <b>MK: h137</b>	4	\$34.52	\$138.08	
10.21	UWDC24363624-74P  Edge Color Grommet Option Grommet Color Laminate Color KI Laminates <b>MK: h137</b>	4	\$161.11	\$644.44	
			Misty Brown edge /EMY Grommet : Center /C Misty Brown grommet /MY KI Laminates Standard TUNGSTEN EVOLVE 4814-60 /LTE		
10.22	UWR2436-74P  Edge Color Grommet Option Grommet Color Laminate Color KI Laminates <b>MK: h137</b>	8	\$110.47	\$883.76	
			Misty Brown edge /EMY Grommet : Center /C Misty Brown grommet /MY KI Laminates Standard TUNGSTEN EVOLVE 4814-60 /LTE		
Tag 1: OFF h137				<b>WorkGroup Product Subtotal</b>	<b>\$10,722.37</b>



# QUOTATION










**CREATED** 1/20/2016  
**VALID THROUGH** 3/1/2018  
**Prepared By** Loretta Gray  
**Quote Filename** Wilco North Campus TrainingBldg H Budget - LG16-NCEMS BldH/C

Line	Model	Qty.	Sell Price	Extended Total	TBD Options
<b>Tag 1: OFF h217-h220</b>					
11.24	PRDS42/UN/PM Unite Universal Overhead w/Steel Door, On-Module, 42"W 	8	\$341.54	\$2,732.32	
	Overhead Assembly Fully Assembled /F Overhead Paint Color Selection Champagne Metallic paint, Light Tone /CM/HLG Key Option plastic trim /NLC No lock core /NLC				
11.25	S7P/PENTRAY Pencil Tray for 6" Box Drawers, Black Only 	8	\$4.80		\$38.40
11.27	TLT5.36 Overhead Task Light, 36"W, For 42" & 48" Overheads 	8	\$38.20	\$305.60	
11.28	U3W9064 Unite 3-Way 90 Deg "T" Corner, 64"H 	4	\$74.11	\$296.44	
	Trim Color Misty Brown /MY				
11.29	UCANTST.L Unite Standard Cantilever Bracket, Left 	24	\$12.43	\$298.32	
	Trim Color Misty Brown /MY				
11.30	UCANTST.R Unite Standard Cantilever Bracket, Right 	16	\$12.43	\$198.88	
	Trim Color Misty Brown /MY				
11.32	UDP302D U-Series Worksurface Supporting Double Pedestal, 30"Wide, 2 High 	8	\$412.41	\$3,299.28	
	Paint Color Champagne Metallic /CM Bracket 24" Worksurface w/knife edge (Unite) /UN24KN Key Option No lock core /NLC Pull Style U-Series Pull (Standard) /USP				
11.33	UEOR64 Unite End-Of-Run Condition, 64" H 	12	\$31.76	\$381.12	
	Trim Color Misty Brown /MY				
11.34	UET6PJINL Unite Inline Panel Jumper, 6 Circuit, 12"L 	8	\$22.09	\$176.72	
11.35	UET6PJINT Unite Intersection Panel Jumper, 6 Circuit, 15-1/2"L 	4	\$24.86	\$99.44	
11.36	UET6RBFU Unite Base Infeed w/Bezel, Standard Base, 6 Circuit 	4	\$69.51	\$278.04	
	Bezel Color Misty Brown (conduit will be black) /MY				



# QUOTATION




**CREATED** 1/20/2016  
**VALID THROUGH** 3/1/2018  
**Prepared By** Loretta Gray  
**Quote Filename** Wilco North Campus TrainingBldg H Budget - LG16-NCEMS BldH/C

Line	Model	Qty.	Sell Price	Extended Total	TBD Options
11.37	 UET6RRC.1 Unite 15 Amp Duplex Receptacle w/Bezel,Raceway,6 Circuit,Cir 1 Standard Trim Finishes Misty Brown .MY	8	\$12.89	\$103.12	
11.38	 UET6RRC.2 Unite 15 Amp Duplex Receptacle w/Bezel,Raceway,6 Circuit,Cir 2 Standard Trim Finishes Misty Brown .MY	8	\$12.89	\$103.12	
11.39	 UET6RRC.4I Unite 15 Amp Duplex Receptacle w/Bezel,Raceway,6 Circuit,Cir 4 Standard Trim Finishes Misty Brown .MY	8	\$12.89	\$103.12	
11.40	 UET6WWW.42 Unite Rigid Wireway,10-Wire System,6 Circuit,42"W Panel	16	\$48.79	\$780.64	
11.41	 ULP20WFF U-Series Worksurface Supporting Pedestal,File/File,20" Nominal Depth Paint Color Champagne Metallic /CM Bracket 24" Worksurface (Unite) /UN24 Key Option No lock core /NLC Pull Style U-Series Pull (Standard) /USP	4	\$225.08	\$900.32	
11.42	 ULP24WFF U-Series Worksurface Supporting Pedestal,File/File,24" Nominal Depth Paint Color Champagne Metallic /CM Bracket 24" Worksurface (Unite) /UN24 Key Option No lock core /NLC Pull Style U-Series Pull (Standard) /USP	4	\$232.53	\$930.12	
11.43	 UMF3664 Unite Mono Fabric Panel,Standard Base Raceway,36Wx64"H Top Cap Flat trim (std) /F Trim Color Misty Brown /MY Panel Fabric Side 1 Fabric Grade 2 GRD2 VSG2 Fabric 2 FRACTAL 2FUPHRACTAL 2 FRACTAL SMOKY QUARTZ /F2SQS1 Panel Fabric Side 2 Fabric Grade 2 GRD2 VSG2 Fabric 2 FRACTAL 2FUPHRACTAL 2 FRACTAL SMOKY QUARTZ /F2SQS2 Electrical Code Domestic - with cutouts /DP	4	\$258.69	\$1,034.76	
11.44	 UMF4264 Unite Mono Fabric Panel,Standard Base Raceway,42Wx64"H Top Cap Flat trim (std) /F Trim Color Misty Brown /MY Panel Fabric Side 1 Fabric Grade 2 GRD2 VSG2 Fabric 2 FRACTAL 2FUPHRACTAL 2 FRACTAL SMOKY QUARTZ /F2SQS1 Panel Fabric Side 2 Fabric Grade 2 GRD2 VSG2 Fabric 2 FRACTAL 2FUPHRACTAL 2 FRACTAL SMOKY QUARTZ /F2SQS2 Electrical Code Domestic - with cutouts /DP	20	\$284.01	\$5,680.20	
11.45	 USPLPL Unite Splice Plate,For 24 & 30" Deep Worksurfaces	16	\$3.22	\$51.52	



# QUOTATION




**CREATED** 1/20/2016  
**VALID THROUGH** 3/1/2018  
**Prepared By** Loretta Gray  
**Quote Filename** Wilco North Campus TrainingBldg H Budget - LG16-NCEMS BldH/C

Line	Model	Qty.	Sell Price	Extended Total	TBD Options
11.46	UWDC2442424-74P  Unite Diagonal 90D Corner Worksurface,74P Edge,24x42x24"W Edge Color Misty Brown edge /EMY Grommet Option Grommet : Center /C Grommet Color Misty Brown grommet /MY Laminate Color KI Laminates Standard KI Laminates TUNGSTEN EVOLVE 4814-60 /LTE	8	\$172.15	\$1,377.20	
11.47	UWR2436-74P  Unite Rectangular Worksurface,74P Edge,24x36"W Edge Color Misty Brown edge /EMY Grommet Option Grommet : Center /C Grommet Color Misty Brown grommet /MY Laminate Color KI Laminates Standard KI Laminates TUNGSTEN EVOLVE 4814-60 /LTE	8	\$110.47	\$883.76	
11.48	UWR2442-74P  Unite Rectangular Worksurface,74P Edge,24x42"W Edge Color Misty Brown edge /EMY Grommet Option Grommet : Center /C Grommet Color Misty Brown grommet /MY Laminate Color KI Laminates Standard KI Laminates TUNGSTEN EVOLVE 4814-60 /LTE	8	\$128.42	\$1,027.36	
<b>Tag 1: OFF h217-h220</b>				<b>WorkGroup Product Subtotal</b>	<b>\$21,079.80</b>



# QUOTATION


**CREATED** 1/20/2016  
**VALID THROUGH** 3/1/2018  
**Prepared By** Loretta Gray  
**Quote Filename** Wilco North Campus TrainingBldg H Budget - LG16-NCEMS BldH/C

Line	Model	Qty.	Sell Price	Extended Total	TBD Options
<b>Tag 1: LOBBY 236</b>					
15.2	5633/NC  Jessa Loveseat, Non-Contrast Non-Contrast Fabric Jessa Fabric NFR Fabric ON THE FRINGE Semi-Attached Cushion Wood Armcaps Moisture Barrier	1	\$2,054.40	\$2,054.40	
	Compliance to TB 117-2013 Fabric Grade K ON THE FRINGE MIDNIGHT No semi-attached cushion No wood armcaps No Moisture Barrier		/NFR K ON THE FRINGE /29.069.114.P -NS&D /NWA /NMB		
15.3	5623/NC  Jessa Lounge Chair, Non-Contrast Non-Contrast Fabric Jessa Fabric NFR Fabric ON THE FRINGE Semi-Attached Cushion Wood Armcaps Casters Moisture Barrier	2	\$1,329.12	\$2,658.24	
	Compliance to TB 117-2013 Fabric Grade K ON THE FRINGE MIDNIGHT No semi-attached cushion No wood armcaps No casters No Moisture Barrier		/NFR K ON THE FRINGE /29.069.114.P -NS&D /NWA /NCST /NMB		
15.4	8506  Soltice Occasional Table, 22"H, Laminate Top, 24x24" Wood Finish Color Wood Finish Color Laminate Color KI Laminates	2	\$486.72	\$973.44	
	Wood finish-Core Cocoa on Beech KI Laminates COCOBALA 7942-38		Core /BCA Standard /LCC		
<b>Tag 1: LOBBY 236</b>				<b>WorkGroup Product Subtotal</b>	<b>\$5,686.08</b>



# QUOTATION



**CREATED** 1/20/2016  
**VALID THROUGH** 3/1/2018  
**Prepared By** Loretta Gray  
**Quote Filename** Wilco North Campus TrainingBldg H Budget - LG16-NCEMS BldH/C

Line	Model		Qty.		Sell Price	Extended Total	TBD Options
<b>Tag 1: CONF 252</b>							
22.6	ALTCLA	Altus Conference Chair, Loop Arms, Upholstered	20		\$293.66	\$5,873.20	
		Base		Plastic base	/P		
		Cylinder Type		Standard cylinder	/STD		
		Casters		Carpet casters	/C		
		Altus Fabric		Compliance to TB 117-2013	/NFR		
		Fabric		Pallas Fabric Group P0	GRPP0		
		P0 Fabric		OFF TRACK	OFF TRACK		
		OFF TRACK		MIDNIGHT	/27,209,114,P		
		Altus Mesh		Grey	/MGR		
		<b>MK: CH.02</b>					
<b>Tag 1: CONF 252</b>						<b>WorkGroup Product Subtotal</b>	<b>\$5,873.20</b>



# QUOTATION



**CREATED** 1/20/2016  
**VALID THROUGH** 3/1/2018  
**Prepared By** Loretta Gray  
**Quote Filename** Wilco North Campus TrainingBldg H Budget - LG16-NCEMS BldH/C

Line	Model		Qty.		Sell Price	Extended Total	TBD Options	
<b>Tag 1: BRK RM 265</b>								
23.3	SLNAP	Strive Four-Leg Armless Chair,Poly	16		\$91.20	\$1,459.20		
		Frame Color Poly Seat & Back Color Poly Seat & Back Color Glide Option <b>MK: CH.03</b>		Flannel /FN No Fire Retardant /NFR Nordic /PND Steel glides /S				
23.4	AH4R4229P-74P	Athens Round Tbl,4"Col,24" Base,Powder Coat,74P,29"H,42"Dia	4		\$470.40	\$1,881.60		
		Edge Color Surface Finish KI Laminates Base/Column Finish <b>MK: TA.04</b>		Flannel edge /EFN KI Laminates Standard NICKEL EVOLVE 4813-60 /LNV Flannel /FN				
<b>Tag 1: BRK RM 265</b>						<b>WorkGroup Product Subtotal</b>	<b>\$3,340.80</b>	



# QUOTATION

**CREATED** 1/20/2016  
**VALID THROUGH** 3/1/2018  
**Prepared By** Loretta Gray  
**Quote Filename** Wilco North Campus TrainingBldg H Budget - LG16-NCEMS BldH/C

Line	Model		Qty.		Sell Price	Extended Total	TBD Options
<b>Tag 1: CONF 266</b>							
24.1	HUN2472-ME	Hurry Up Tbls,Flip-Tp-Nst,24x72",Rect,Urethane Edge	7		\$993.12	\$6,951.84	
		Edge Color		Flannel edge	/EFN		
		Surface Finish		KI Laminates	Standard		
		KI Laminates		COCOBALA 7942-38	/LCC		
		Base Finish		Flannel	/FN		
		Base Option		4 casters (2 locking) black	/4CB		
		Modesty Panel Option		Fabric modesty panel	/FMP		
		Ganging		No ganging kit	-NK		
		Grommet or PowerUp Option		2 Modules L/R positions (includes wire mngmnt)	/M20		
		PowerUp Module Color		Flannel module	/MFN		
		PowerUp Cord Length		15' cord length	/15		
24.5	ALTCLA	Altus Conference Chair,Loop Arms,Upholstered	24		\$293.66	\$7,047.84	
		Base		Plastic base	/P		
		Cylinder Type		Standard cylinder	/STD		
		Casters		Carpet casters	/C		
		Altus Fabric		Compliance to TB 117-2013	/NFR		
		Fabric		Pallas Fabric Group P0	GRPP0		
		P0 Fabric		OFF TRACK	OFF TRACK		
		OFF TRACK		MIDNIGHT	/27.209.114.P		
		Altus Mesh		Grey	/MGR		
		<b>MK: CH.02</b>					
<b>Tag 1: CONF 266</b>						<b>WorkGroup Product Subtotal</b>	<b>\$13,999.68</b>

## Quote Summary

**Product SubTotal: \$174,256.58**  
**Estimated Sales Tax: See Notes**  
**Quote Total: \$174,256.58**

### NOTES:

- Images shown above are intended for approximate visual reference only and may not represent the exact models, numbers, descriptions or options selected. Refer to the model number/description/options shown for full product specifications.
- Sales Tax (For Shipment within the United States Only): Estimated sales/use tax will be calculated when order is entered. It is the customer's responsibility to pay any applicable sales/use tax due upon invoicing. A customer will not be charged sales tax if (1) a Resale Certificate, (2) an Exempt Organization Certificate, or (3) a Direct Pay permit is on file with KI's Finance Department. If no certificate is on file, the appropriate sales/use tax rate in effect at shipment will be applied and tax will be added to the customer's invoice.

**Final Considerations:**

To ensure your Purchase Order (PO) is processed quickly and efficiently, please adhere to the following requirements:

Customer represents that the product information contained within this quote is complete and accurate. Changes to quantities and/or options/finishes will affect this quote. If applicable, other charges such as freight, tax, installation and/or delivery fees may be added at time of order.

Sales resulting from purchase orders issued by the customer to KI (Whether related to this quotation or otherwise) are governed and controlled by the Terms and Conditions found at [www.KI.com/terms](http://www.KI.com/terms)

Prepared by Loretta Gray

**"Reference Only"**

Market Code: 9=9=State/Local Gov't

Opportunity #: 263684

Quote Filename: Wilco North Campus TrainingBldg H  
Budget - LG16-NCEMS BldH

1. All purchase orders must be issued to KI or KI c/o the dealer with this address:  
KI  
1330 Bellevue Street  
Green Bay, WI 54302
2. The following items must be included on all purchase orders:
  - Sold To/Bill To Information: complete legal name, address, telephone number and fax number
  - Ship To Information: complete legal name, address, contact name, contact phone number
  - Purchase Order Number: a customer-specific identifier, typically a sequential purchase order number or requisition number
  - Issue Date: date the purchase order was issued
  - Sales Tax: applicable sales tax will be added upon KI invoicing. If tax exempt, customer must provide or have the tax exempt certificate on file at KI
  - Purchase Order Total: total of all items and services included on the purchase order
  - Authorization: signature of authorized purchasing agent or buying entity
  - Order Details: reference a fully optioned KI quote (ex: 11KGH-85432) or include all the information listed below
    - Quantity of each item
    - Complete model number, including all finish and option information (by line item)
    - Net purchase price (by line item)
    - Extended net purchase price (all line items)
    - Any additional applicable charges (ex: installation and/or delivery charges)
    - Contract name and/or number if pricing is based on a contract reference
3. Signatures on a quote or a worksheet cannot be accepted as a purchase order.
4. In the event that you do not have a formal Purchase Order process, please contact your KI Sales Representative or call 1-800-424-2432, and we will assist you with creating a PO.

We appreciate your cooperation in providing us with all the required information listed above on your Purchase Order. Complete information helps us serve you better. Thank you for your order.

**Purchase Orders that do not meet these requirements will be placed on hold until complete information is received by KI. Purchase orders on hold are not released to manufacturing or assigned a delivery date. KI order lead times begin once the order is released to manufacturing.**

# Wilco North Campus VIBBldgBudget\_G

KI is pleased to present the enclosed quotation. The following items are included:

- Quote
- Summary
- Itemized Quote
- Detailed PO requirements
- Product Options

Quote Number: LG16-NCVIB/C

CREATED 4/21/2016 | REVISED 1/31/2018 | Valid Through 6/4/2018

PRODUCT TOTALS	\$67,440.38
See Quote Detail Summary	\$0.00
<b>GRAND TOTAL</b>	<b>\$67,440.38</b>

**Requested Delivery Date:** To be Determined

**Sales Team:**

Loretta Gray  
Dealer Rep  
Loretta@techcenterdesign.com  
(512) 407-8447



**Sold To**  
Williamson County  
710 Main Street  
Georgetown, TX 78626  
P. (512) 943-1554 F. (512) 943-1662  
Customer # 42885

**End User**  
Williamson County  
710 Main Street  
Georgetown, TX 78626  
P. (512) 943-1554 F. (512) 943-1662  
End User # 42885

**Ship To**  
To be Determined

**Installation**  
To be Determined



**Client Notes:**  
NJPA Contract #03171KI  
issue PO to KI c/o TechCenter Design, Inc.  
TechCenter Design, Inc is authorized to sell under KI NJPA contract 031715



# QUOTATION



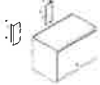








CREATED 4/21/2016  
 VALID THROUGH 6/4/2018  
 Prepared By Loretta Gray  
 Quote Filename Wilco North Campus VIBBldgBudget\_G - LG16-NCVIB/C

Line	Model		Qty.		Sell Price	Extended Total	TBD Options	
<b>Tag 1: g100 Reception</b>								
1.1	15NALUW	Versa Four-Leg Armless, Uph Seat/Wood Bck, Nonganging	2		\$239.36	\$478.72		
		Glide Option Frame Color Wood Back Color Wood Finish Color Wood Back Style Wood Back Cut-Out Versa Wood Back Seat Upholstery Versa Standard Uph - NFR P1 Pallas Fabric MARRAKESH EXP			Plastic glides Flannel Wood finish-Core Cocoa on Maple Square (new style) Fan (square back only) Compliance to TB 117-2013 Pallas Fabric Group P1 MARRAKESH EXP ATMOSPHERE		/P /FN Core /MCA /VSB /CO4 /NFR GRPP1 MARRAKESH EXP /27.248.064.P	
<b>Tag 1: g100 Reception</b>						<b>WorkGroup Product Subtotal</b>	<b>\$478.72</b>	



# QUOTATION












**CREATED** 4/21/2016  
**VALID THROUGH** 6/4/2018  
**Prepared By** Loretta Gray  
**Quote Filename** Wilco North Campus VIBBldgBudget\_G - LG16-NCVIB/C

Line	Model		Qty.	Sell Price	Extended Total	TBD Options
<b>Tag 1: G103</b>						
2.1	PRDS36/UN/PM	Unite Universal Overhead w/Steel Door,On-Module,36"W	2	\$323.13	\$646.26	
		Overhead Assembly	Fully Assembled	/F		
		Overhead Paint Color Selection	Champagne Metallic paint, Light Tone	/CM/HLG		
		Key Option	plastic trim No lock core	/NLC		
2.2	PRDS48/UN/PM	Unite Universal Overhead w/Steel Door,On-Module,48"W	1	\$357.65	\$357.65	
		Overhead Assembly	Fully Assembled	/F		
		Overhead Paint Color Selection	Champagne Metallic paint, Light Tone	/CM/HLG		
		Key Option	plastic trim No lock core	/NLC		
2.3	PRDS60/UN/PM	Unite Universal Overhead w/Steel Door,On-Module,60"W	2	\$423.02	\$846.04	
		Overhead Assembly	Fully Assembled	/F		
		Overhead Paint Color Selection	Champagne Metallic paint, Light Tone	/CM/HLG		
		Key Option	plastic trim No lock core	/NLC		
2.4	S7P/1524WBBF	700 Series Files Supporting Ped-Box/Box/File-24" Nominal Depth	2	\$371.00	\$742.00	
		Pull Options	Classic (inset pull)	/CLSC		
		Unit Color	Champagne Metallic	/CM		
		Key Option	Key standard	/KS		
2.5	S7P/1524WFF	700 Series Files Supporting Ped-File/File-24" Nominal Depth	4	\$339.24	\$1,356.96	
		Pull Options	Classic (inset pull)	/CLSC		
		Unit Color	Champagne Metallic	/CM		
		Key Option	Key standard	/KS		
2.6	S7P/PENTRAY	Pencil Tray for 6" Box Drawers,Black Only	3	\$3.68	\$11.04	
						
2.9	TLT5.24	Universal Shelf/Cabinet Task Light,24"W,For 30 & 36" Overhead	2	\$34.98	\$69.96	
						
2.10	TLT5.36	Overhead Task Light,36"W,For 42" & 48" Overheads	1	\$38.20	\$38.20	
						
2.11	TLT5.48	Universal Shelf/Cabinet Task Light,48"W,For 54"and Larger Overheads	2	\$41.89	\$83.78	
						
2.12	U2W9064	Unite 2-Way 90 Deg "L" Corner,64"H	4	\$74.11	\$296.44	
		Trim Color	Misty Brown	/MY		
2.13	U3W901W3264	Unite 3-Way 90 Deg "T" Corner,Trim 1 Side,32-64"H	1	\$99.89	\$99.89	
		Trim Color	Misty Brown	/MY		



# QUOTATION








**CREATED** 4/21/2016  
**VALID THROUGH** 6/4/2018  
**Prepared By** Loretta Gray  
**Quote Filename** Wilco North Campus VIBBldgBudget\_G - LG16-NCVIB/C

Line	Model		Qty.		Sell Price	Extended Total	TBD Options
2.14	U3W9064	Unite 3-Way 90 Deg "T" Corner,64"H Trim Color Misty Brown	1		\$74.11	\$74.11	
					/MY		
2.15	UCANTST.L	Unite Standard Cantilever Bracket, Left Trim Color Misty Brown	9		\$12.43	\$111.87	
					/MY		
2.16	UCANTST.R	Unite Standard Cantilever Bracket, Right Trim Color Misty Brown	6		\$12.43	\$74.58	
					/MY		
2.17	UEOR32	Unite End-Of-Run Condition,32"H Trim Color Misty Brown	2		\$22.09	\$44.18	
					/MY		
2.18	UEOR64	Unite End-Of-Run Condition,64" H Trim Color Misty Brown	4		\$31.76	\$127.04	
					/MY		
2.19	UET6PJNL	Unite Inline Panel Jumper,6 Circuit,12"L	2		\$22.09	\$44.18	
							
2.20	UET6PJNT	Unite Intersection Panel Jumper,6 Circuit,15-1/2"L	3		\$24.86	\$74.58	
							
2.21	UET6RBFU	Unite Base Infeed w/Bezel,Standard Base,6 Circuit Bezel Color Misty Brown (conduit will be black)	2		\$69.51	\$139.02	
					/MY		
2.22	UET6RRC.1	Unite 15 Amp Duplx Receptacle w/Bezel,Racewry,6 Circuit,Cir 1 Standard Trim Finishes Misty Brown	1		\$12.89	\$12.89	
					/MY		
2.23	UET6RRC.2	Unite 15 Amp Duplx Receptacle w/Bezel,Racewry,6 Circuit,Cir 2 Standard Trim Finishes Misty Brown	3		\$12.89	\$38.67	
					/MY		
2.24	UET6RRC.3	Unite 15 Amp Duplx Receptacle w/Bezel,Racewry,6 Circuit,Cir 3 Standard Trim Finishes Misty Brown	2		\$12.89	\$25.78	
					/MY		



# QUOTATION






**CREATED** 4/21/2016  
**VALID THROUGH** 6/4/2018  
**Prepared By** Loretta Gray  
**Quote Filename** Wilco North Campus VIBBldgBudget\_G - LG16-NCVIB/C

Line	Model	Qty.	Sell Price	Extended Total	TBD Options
2.25	UET6RRC.4I  Unite 15 Amp Duplex Receptacle w/Bezel,Raceway,6 Circuit,Cir 4 Standard Trim Finishes Misty Brown .MY	3	\$12.89	\$38.67	
2.26	UET6WW.36  Unite Rigid Wireway,10-Wire System,6 Circuit,36"W Panel	1	\$46.95	\$46.95	
2.27	UET6WW.48  Unite Rigid Wireway,10-Wire System,6 Circuit,48"W Panel	5	\$51.09	\$255.45	
2.28	UET6WW.60  Unite Rigid Wireway,10-Wire System,6 Circuit,60"W Panel	1	\$55.70	\$55.70	
2.29	UMFR2464  Unite Mono Fabric Panel,Standard Base Raceway,24Wx64"H Top Cap Flat trim (std) /F Trim Color Misty Brown /MY Panel Fabric Side 1 Fabric Grade 2 GRD2 VSG2 Fabric 2 FRACTAL 2FUPHRACTAL 2 FRACTAL SMOKY QUARTZ /F2SQS1 Panel Fabric Side 2 Fabric Grade 2 GRD2 VSG2 Fabric 2 FRACTAL 2FUPHRACTAL 2 FRACTAL SMOKY QUARTZ /F2SQS2 Electrical Code Domestic - with cutouts /DP	1	\$202.53	\$202.53	
2.30	UMFR3664  Unite Mono Fabric Panel,Standard Base Raceway,36Wx64"H Top Cap Flat trim (std) /F Trim Color Misty Brown /MY Panel Fabric Side 1 Fabric Grade 2 GRD2 VSG2 Fabric 2 FRACTAL 2FUPHRACTAL 2 FRACTAL SMOKY QUARTZ /F2SQS1 Panel Fabric Side 2 Fabric Grade 2 GRD2 VSG2 Fabric 2 FRACTAL 2FUPHRACTAL 2 FRACTAL SMOKY QUARTZ /F2SQS2 Electrical Code Domestic - with cutouts /DP	2	\$258.69	\$517.38	
2.31	UMFR4832  Unite Mono Fabric Panel,Standard Base Raceway,48Wx32"H Top Cap Flat trim (std) /F Trim Color Misty Brown /MY Panel Fabric Side 1 Fabric Grade 2 GRD2 VSG2 Fabric 2 FRACTAL 2FUPHRACTAL 2 FRACTAL SMOKY QUARTZ /F2SQS1 Panel Fabric Side 2 Fabric Grade 2 GRD2 VSG2 Fabric 2 FRACTAL 2FUPHRACTAL 2 FRACTAL SMOKY QUARTZ /F2SQS2 Electrical Code Domestic - with cutouts /DP	2	\$209.44	\$418.88	



# QUOTATION







**CREATED** 4/21/2016  
**VALID THROUGH** 6/4/2018  
**Prepared By** Loretta Gray  
**Quote Filename** Wilco North Campus VIBBldgBudget\_G - LG16-NCVIB/C

Line	Model	Qty.	Sell Price	Extended Total	TBD Options
2.32	UMFR4864	7	\$305.18	\$2,136.26	
	 Unite Mono Fabric Panel,Standard Base Raceway,48Wx64"H Top Cap Flat trim (std) /F Trim Color Misty Brown /MY Panel Fabric Side 1 Fabric Grade 2 GRD2 VSG2 Fabric 2 FRACTAL 2FUPHRACTAL 2 FRACTAL SMOKY QUARTZ /F2SQS1 Panel Fabric Side 2 Fabric Grade 2 GRD2 VSG2 Fabric 2 FRACTAL 2FUPHRACTAL 2 FRACTAL SMOKY QUARTZ /F2SQS2 Electrical Code Domestic - with cutouts /DP				
2.33	UMFR6064	1	\$374.22	\$374.22	
	 Unite Mono Fabric Panel,Standard Base Raceway,60Wx64"H Top Cap Flat trim (std) /F Trim Color Misty Brown /MY Panel Fabric Side 1 Fabric Grade 2 GRD2 VSG2 Fabric 2 FRACTAL 2FUPHRACTAL 2 FRACTAL SMOKY QUARTZ /F2SQS1 Panel Fabric Side 2 Fabric Grade 2 GRD2 VSG2 Fabric 2 FRACTAL 2FUPHRACTAL 2 FRACTAL SMOKY QUARTZ /F2SQS2 Electrical Code Domestic - with cutouts /DP				
2.34	UMFR7232	2	\$331.88	\$663.76	
	 Unite Mono Fabric Panel,Standard Base Raceway,72Wx32"H Top Cap Flat trim (std) /F Trim Color Misty Brown /MY Panel Fabric Side 1 Fabric Grade 2 GRD2 VSG2 Fabric 2 FRACTAL 2FUPHRACTAL 2 FRACTAL SMOKY QUARTZ /F2SQS1 Panel Fabric Side 2 Fabric Grade 2 GRD2 VSG2 Fabric 2 FRACTAL 2FUPHRACTAL 2 FRACTAL SMOKY QUARTZ /F2SQS2 Electrical Code Domestic - with cutouts /DP				
2.35	UMFR7264	1	\$472.73	\$472.73	
	 Unite Mono Fabric Panel,Standard Base Raceway,72Wx64"H Top Cap Flat trim (std) /F Trim Color Misty Brown /MY Panel Fabric Side 1 Fabric Grade 2 GRD2 VSG2 Fabric 2 FRACTAL 2FUPHRACTAL 2 FRACTAL SMOKY QUARTZ /F2SQS1 Panel Fabric Side 2 Fabric Grade 2 GRD2 VSG2 Fabric 2 FRACTAL 2FUPHRACTAL 2 FRACTAL SMOKY QUARTZ /F2SQS2 Electrical Code Domestic - with cutouts /DP				
2.36	USGR7264	1	\$684.01	\$684.01	
	 Unite Seg Fabric w/Glass Top Tile,Rcwy Base,72Wx64"H Top Cap Flat trim (std) /F Electrical Code Domestic - with cutouts /DP Trim Color Misty Brown /MY Panel Fabric Side 1 Fabric Grade 2 GRD2 VSG2 Fabric 2 FRACTAL 2FUPHRACTAL 2 FRACTAL SMOKY QUARTZ /F2SQS1 Panel Fabric Side 2 Fabric Grade 2 GRD2 VSG2 Fabric 2 FRACTAL 2FUPHRACTAL 2 FRACTAL SMOKY QUARTZ /F2SQS2 Glass Color Clear (std) /GLA				



# QUOTATION






**CREATED** 4/21/2016  
**VALID THROUGH** 6/4/2018  
**Prepared By** Loretta Gray  
**Quote Filename** Wilco North Campus VIBBldgBudget\_G - LG16-NCVIB/C

Line	Model	Qty.	Sell Price	Extended Total	TBD Options	
2.37	USPLPL Unite Splice Plate,For 24 & 30" Deep Worksurfaces 	6	\$3.22	\$19.32		
2.38	UWDC24484824-74P Unite Diagonal 90D Corner Worksurface,74P Edge,24x48x24"W  Edge Color Misty Brown edge /EMY Grommet Option Grommet : Center /C Grommet Color Misty Brown grommet /MY Laminate Color KI Laminates Standard KI Laminates TUNGSTEN EVOLVE 4814-60 /LTE	3	\$220.94	\$662.82		
2.39	UWR2460-74P Unite Rectangular Worksurface,74P Edge,24x60"W  Edge Color Misty Brown edge /EMY Grommet Option Grommet : Center /C Grommet Color Misty Brown grommet /MY Laminate Color KI Laminates Standard KI Laminates TUNGSTEN EVOLVE 4814-60 /LTE	2	\$150.52	\$301.04		
2.40	UWR2472-74P Unite Rectangular Worksurface,74P Edge,24x72"W  Edge Color Misty Brown edge /EMY Grommet Option Grommet : Center /C Grommet Color Misty Brown grommet /MY Laminate Color KI Laminates Standard KI Laminates TUNGSTEN EVOLVE 4814-60 /LTE	4	\$156.96	\$627.84		
2.41	UWSES.L Unite Worksurface Edge Support w/Lock,Left  Trim Color Misty Brown /MY	7	\$13.35	\$93.45		
2.42	UWSES.R Unite Worksurface Edge Support w/Lock,Right  Trim Color Misty Brown /MY	3	\$13.35	\$40.05		
Tag 1: G103				<b>WorkGroup Product Subtotal</b>	<b>\$12,926.18</b>	



# QUOTATION






**CREATED** 4/21/2016  
**VALID THROUGH** 6/4/2018  
**Prepared By** Loretta Gray  
**Quote Filename** Wilco North Campus VIBBldgBudget\_G - LG16-NCVIB/C

Line	Model	Qty.	Sell Price	Extended Total	TBD Options
<b>Tag 1: g114 Vehicle Insp Ofc</b>					
4.1	GCCT24363624S/F-74P 	Genesis Tripod Corner,Fixed Ht,74P Edge,24x36x36x24"	2	\$586.42	\$1,172.84
		PowerUp Module Location	No data	/PUN	
		Modesty Panel Option	No modesty panel	/NM	
		Wire Trough	No wire trough	/NW	
		Grommet Option	Overhead grommets no	/OGN	
		Transition Legs	Both transition feet	/TB	
		Base Finish	Champagne Metallic w/light tone trough	/CM	
		Edge Color	Misty Brown edge	/EMY	
		Surface Finish	KI Laminates	Standard	
		KI Laminates	NICKEL EVOLVE 4813-60	/LNV	
4.2	UL425RD 	U-Series Lateral File,5D,63-3/4"Hx42"Wx18"D,Rollout Shelf	1	\$944.54	\$944.54
		Paint Color	Champagne Metallic	/CM	
		Counterbalance Option	With Counterbalance	/CBW	
		Key Option	Key standard	/KS	
		Pull Style	U-Series Pull (Standard)	/USP	
4.3	GSTR2448S/F-74P 	Genesis Basic Rectangular,Fixed Height,74P Edge,24x48"W	1	\$440.51	\$440.51
		Modesty Panel Option	No modesty panel	/NM	
		Wire Trough	No wire trough	/NW	
		Transition Legs	Right transition foot	/TR	
		Base Finish	Champagne Metallic w/light tone trough	/CM	
		Edge Color	Misty Brown edge	/EMY	
		Surface Finish	KI Laminates	Standard	
		KI Laminates	NICKEL EVOLVE 4813-60	/LNV	
		PowerUp Module Location and Grommet Option	No data	/PUN	
		Grommet Option	Overhead grommets yes	/OGY	
4.4	GSTR2448S/F-74P 	Genesis Basic Rectangular,Fixed Height,74P Edge,24x48"W	1	\$440.51	\$440.51
		Modesty Panel Option	No modesty panel	/NM	
		Wire Trough	No wire trough	/NW	
		Transition Legs	Right transition foot	/TR	
		Base Finish	Champagne Metallic w/light tone trough	/CM	
		Edge Color	Misty Brown edge	/EMY	
		Surface Finish	KI Laminates	Standard	
		KI Laminates	NICKEL EVOLVE 4813-60	/LNV	
		PowerUp Module Location and Grommet Option	No data	/PUN	
		Grommet Option	Overhead grommets yes	/OGY	
4.5	GSTR2448S/F-74P 	Genesis Basic Rectangular,Fixed Height,74P Edge,24x48"W	1	\$440.51	\$440.51
		Modesty Panel Option	No modesty panel	/NM	
		Wire Trough	No wire trough	/NW	
		Transition Legs	Right transition foot	/TR	
		Base Finish	Champagne Metallic w/light tone trough	/CM	
		Edge Color	Misty Brown edge	/EMY	
		Surface Finish	KI Laminates	Standard	
		KI Laminates	NICKEL EVOLVE 4813-60	/LNV	
		PowerUp Module Location and Grommet Option	No data	/PUN	
		Grommet Option	Overhead grommets yes	/OGY	



# QUOTATION

**CREATED** 4/21/2016  
**VALID THROUGH** 6/4/2018  
**Prepared By** Loretta Gray  
**Quote Filename** Wilco North Campus VIBBldgBudget\_G - LG16-NCVIB/C

Line	Model	Qty.	Sell Price	Extended Total	TBD Options
4.6	 <b>GSTR2448S/F-74P</b> Genesis Basic Rectangular,Fixed Height,74P Edge,24x48"W	1	\$440.51	\$440.51	
	Modesty Panel Option No modesty panel /NM Wire Trough No wire trough /NW Transition Legs Right transition foot /TR Base Finish Champagne Metallic w/light tone trough /CM Edge Color Misty Brown edge /EMY Surface Finish KI Laminates Standard KI Laminates NICKEL EVOLVE 4813-60 /LNV PowerUp Module Location and Grommet Option No data /PUN Grommet Option Overhead grommets yes /OGY				
4.7	 <b>ULP24MBBF</b> U-Series Mobile Pedestal,Box/Box/File,24" Nominal Depth	4	\$208.98	\$835.92	
	Paint Color Champagne Metallic /CM Key Option Key alike /KA National Key Alike Key Alike Lock #105 /L105 Pull Style U-Series Pull (Standard) /USP				
4.9	 <b>GSTR2442S/F-74P</b> Genesis Basic Rectangular,Fixed Height,74P Edge,24x42"W	2	\$437.75	\$875.50	
	Modesty Panel Option No modesty panel /NM Wire Trough No wire trough /NW Transition Legs Both transition feet /TB Base Finish Champagne Metallic w/light tone trough /CM Edge Color Misty Brown edge /EMY Surface Finish KI Laminates Standard KI Laminates NICKEL EVOLVE 4813-60 /LNV PowerUp Module Location and Grommet Option No data /PUN Grommet Option Overhead grommets yes /OGY				
4.10	 <b>GUOS42</b> Genesis Universal Overhead Cabinet w/Steel Door,42"W	2	\$461.68	\$923.36	
	Overhead Assembly Fully Assembled /F Key Option Key standard /KS Paint Color Champagne Metallic /CM				
4.11	 <b>GUOS48</b> Genesis Universal Overhead Cabinet w/Steel Door,48"W	2	\$489.76	\$979.52	
	Overhead Assembly Fully Assembled /F Key Option Key alike /KA Key Alike Key Alike Lock #106 /L106 Paint Color Champagne Metallic /CM				
<b>Tag 1: g114 Vehicle Insp Ofc</b>				<b>WorkGroup Product Subtotal</b>	<b>\$7,493.72</b>



# QUOTATION

**CREATED** 4/21/2016  
**VALID THROUGH** 6/4/2018  
**Prepared By** Loretta Gray  
**Quote Filename** Wilco North Campus VIBBldgBudget\_G - LG16-NCVIB/C

Line	Model	Qty.	Sell Price	Extended Total	TBD Options
<b>Tag 1: g102, g109, g110, g113,g116, g117</b>					
5.1	SH.01 24x60 Metro Wire Shelving  No Image Available	41	\$1,032.96	\$42,351.36	
5.1	SH.02 24x42 Metro Wire Shelving  No Image Available	1	\$897.60	\$897.60	
5.1	SH.03 24x48 Metro Wire Shelving  No Image Available	3	\$897.60	\$2,692.80	
5.1	SH.04 24x54 Metro Wire Shelving  No Image Available	1	\$600.00	\$600.00	
<b>Tag 1: g102, g109, g110, g113,g116, g117</b>				<b>WorkGroup Product Subtotal</b>	<b>\$46,541.76</b>

## Quote Summary

**Product SubTotal: \$67,440.38**  
**Estimated Sales Tax: See Notes**  
**Quote Total: \$67,440.38**

### NOTES:

- Images shown above are intended for approximate visual reference only and may not represent the exact models, numbers, descriptions or options selected. Refer to the model number/description/options shown for full product specifications.
- Sales Tax (For Shipment within the United States Only): Estimated sales/use tax will be calculated when order is entered. It is the customer's responsibility to pay any applicable sales/use tax due upon invoicing. A customer will not be charged sales tax if (1) a Resale Certificate, (2) an Exempt Organization Certificate, or (3) a Direct Pay permit is on file with KI's Finance Department. If no certificate is on file, the appropriate sales/use tax rate in effect at shipment will be applied and tax will be added to the customer's invoice.

**Final Considerations:**

To ensure your Purchase Order (PO) is processed quickly and efficiently, please adhere to the following requirements:

Customer represents that the product information contained within this quote is complete and accurate. Changes to quantities and/or options/finishes will affect this quote. If applicable, other charges such as freight, tax, installation and/or delivery fees may be added at time of order.

Sales resulting from purchase orders issued by the customer to KI (Whether related to this quotation or otherwise) are governed and controlled by the Terms and Conditions found at [www.KI.com/terms](http://www.KI.com/terms)

Prepared by Loretta Gray

**"Reference Only"**

Market Code: 9=9=State/Local Gov't

Opportunity #:

Quote Filename: Wilco North Campus VIBBldgBudget\_G -  
LG16-NCVIB

1. All purchase orders must be issued to KI or KI c/o the dealer with this address:  
KI  
1330 Bellevue Street  
Green Bay, WI 54302
2. The following items must be included on all purchase orders:
  - Sold To/Bill To Information: complete legal name, address, telephone number and fax number
  - Ship To Information: complete legal name, address, contact name, contact phone number
  - Purchase Order Number: a customer-specific identifier, typically a sequential purchase order number or requisition number
  - Issue Date: date the purchase order was issued
  - Sales Tax: applicable sales tax will be added upon KI invoicing. If tax exempt, customer must provide or have the tax exempt certificate on file at KI
  - Purchase Order Total: total of all items and services included on the purchase order
  - Authorization: signature of authorized purchasing agent or buying entity
  - Order Details: reference a fully optioned KI quote (ex: 11KGGH-85432) or include all the information listed below
    - Quantity of each item
    - Complete model number, including all finish and option information (by line item)
    - Net purchase price (by line item)
    - Extended net purchase price (all line items)
    - Any additional applicable charges (ex: installation and/or delivery charges)
    - Contract name and/or number if pricing is based on a contract reference
3. Signatures on a quote or a worksheet cannot be accepted as a purchase order.
4. In the event that you do not have a formal Purchase Order process, please contact your KI Sales Representative or call 1-800-424-2432, and we will assist you with creating a PO.

We appreciate your cooperation in providing us with all the required information listed above on your Purchase Order. Complete information helps us serve you better. Thank you for your order.

**Purchase Orders that do not meet these requirements will be placed on hold until complete information is received by KI. Purchase orders on hold are not released to manufacturing or assigned a delivery date. KI order lead times begin once the order is released to manufacturing.**

**Commissioners Court - Regular Session**

**28.**

**Meeting Date:** 02/13/2018

Approving River Ranch Park Residence and Exemption

**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 the contract for construction of Williamson County River Ranch County Park Residence to Glazier Homes, LLC, in the amount of \$382,171.75, per the lowest and best quote received, pursuant to Texas Local Gov't Code, Section 262.0225(d) and section 262.0245, and authorizing execution of the agreement.

**Background**

A formal solicitation was completed under RFCSP # 1708-180 and no responsive proposals were received. The only response received did not include an actual proposal only pricing. Texas Local Government Code Section 262.0225(d) and 262.045 allow the Purchasing Agent to recommend procedures for obtaining necessary items where no responsive proposals are received. A recommendation was made to the Parks Department to solicit quotes and negotiate a contract with a qualified vendor. Quotes were obtained and a contract was negotiated. The responses were evaluated by Parks in the same manner as if they had been received during the initial RFCSP process. Based upon the evaluation and negotiation of the contract received the recommendation is made to award to Glazier Homes as the overall lowest and best quote for the needed Residence at River Ranch County Park. This project is to be funded from preapproved funds in the amount of \$150,000 in P478 with the remainder of the project being funded from Parks Bond P315.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

[Contract](#)

[Original RFCSP Tab](#)

**Form Review**

**Inbox**

Purchasing (Originator)  
County Judge Exec Asst.  
Form Started By: Thomas Skiles  
Final Approval Date: 02/08/2018

**Reviewed By**

Randy Barker  
Wendy Coco

**Date**

02/08/2018 08:46 AM  
02/08/2018 09:21 AM  
Started On: 02/06/2018 08:17 AM



**AGREEMENT  
BETWEEN OWNER AND CONTRACTOR**

The **Owner:** Williamson County  
710 Main Street, Ste. 101  
Georgetown, Texas 78626

and **Contractor** Glazier Homes, LLC  
2017 Walsh Drive  
Round Rock, Texas 78681

for the **Project:** Williamson County River Ranch County Park Residence  
1751 CR 282  
Liberty Hill, Texas

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

**WHEREAS**, the Owner desires to retain a Contractor for the construction of the Williamson County River Ranch County Park Residence (hereinafter called the "Project"),

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

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

**ARTICLE 1 SCOPE OF WORK**

The Contractor has overall responsibility for and shall provide complete construction plans specifications and drawings, construction services and furnish all materials, equipment, tools and labor as necessary or reasonably inferable to complete the Work, or any phase of

the Work, in accordance with the Specifications and Drawings for the Project and the Owner's requirements. The Contractor shall do everything required by the Contract Documents.

## **ARTICLE 2            CONTRACT DOCUMENTS**

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

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

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

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

## **ARTICLE 3            CONTRACT TIME**

The Owner shall provide a Notice to Proceed in which a date for commencement of the work shall be started. The Contractor shall achieve Substantial Completion of the Work within **330 calendar days** after such commencement date, as such completion date may be extended by approved Change Orders. Unless otherwise specified in writing, Contractor shall achieve Final Completion within **60 calendar days** of Substantial Completion. The time set forth for completion of the work is an essential element of the Contract.

## **ARTICLE 4            CONTRACTOR REPRESENTATIONS**

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

- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bid/Proposal Documents.
- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.
- E. Based on the information and observations referred to in Paragraph 4.1.D above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- F. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- G. Contractor has given Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Owner is acceptable to Contractor.
- H. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

## **ARTICLE 5 THE CONTRACT PRICE; OWNER'S CONSTRUCTION CONTINGENCY**

**5.1 Contract Price.** Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amount of **\$382,171.75**.

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

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

**\$15,000.00**

The Owner's Construction Contingency is controlled solely by the Owner and such amount is not included in the Contract Price set out in 5.1 above. Expenditures from the Owner's Construction Contingency must be made by Change Order issued and approved by the Owner in accordance with the General Conditions. Contractor shall not be entitled to any compensation from the any unused amounts of the Owner's Construction Contingency.

**5.4 Allowable Overhead and Profit Markup on Changes in the Work.** In case of an increase in the Contract Price due to a change in the Work and in accordance with § 7.3.7 of the General Conditions, the amounts Contractor may add to the pricing of a change for overhead and profit are as follows:

- a. For Work performed directly by Contractor with its Own Employees: Contractor may add up to 35% for Work performed directly by Contractor for any specific change.
- b. For Managing Subcontracted Work: Contractor may add up to 35% for managing subcontracted Work for any specific change.

Only one percentage, referenced above, shall be used for the purpose of calculating the markup for a specific change amount. On changes involving both additions and deletions, the allowed markup will be allowed only on the net addition. The allowed markup shall cover all overhead expenses and profit of any kind relating to the specific change.

## **ARTICLE 6 TIME**

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

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



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

## **ARTICLE 8 PARTY REPRESENTATIVES**

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

Randy Bell  
Williamson County Parks Director  
219 Perry Mayfield  
Leander, TX 78641  
Phone (512) 943-1920  
Email: randybell@wilco.org

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

Glazier Homes, LLC  
Attn: Jared Glazier  
2017 Walsh Drive  
Round Rock, Texas 78681  
Phone: (512) 366-2609  
Email: jglazier@glazierhomes.com

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

## **ARTICLE 9 ARCHITECT**

In the event that Owner does not contract with an Architect for construction phase administration services, Owner shall perform and carry out all duties and obligations that would otherwise be performed by the Architect during the construction phase, as such duties and obligations of the Architect are set out in the General Conditions.

## **ARTICLE 10 ENTIRE AGREEMENT**

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

BY SIGNING BELOW, the Parties have executed and bound themselves to this Agreement to be effective as of the date of the last party's execution below (the "Effective Date").

WILLIAMSON COUNTY  
Williamson County, Texas,

Glazier Homes, LLC, a Texas Limited  
Liability Company,

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

By: Jared Glazier

Printed Name: \_\_\_\_\_

Printed Name: JARED GLAZIER

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

Title: OWNER

Date: \_\_\_\_\_, 20\_\_\_\_

Date: 2-1, 20 18

**EXHIBIT 1**

**Minimum Insurance Coverages  
and  
Minimum Coverage Amounts**

- A. All policies of insurance provided by the Contractor must comply with the requirements of this Exhibit, the Contract Documents and the laws of the State of Texas.
- B. The Contractor shall provide and maintain, until the Work covered in the Agreement Between Owner and Contractor is completed and accepted by the Owner, the minimum insurance coverages in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company, or otherwise acceptable to Owner.

Type of Coverage	Limits of Liability	
1. Worker's Compensation	Statutory	
2. Employer's Liability		
Bodily Injury by Accident	\$500,000 Ea. Accident	
Bodily Injury by Disease	\$500,000 Ea. Employee	
Bodily Injury by Disease	\$500,000 Policy Limit	
3. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:		
COVERAGE	PER OCCURRENCE	
Comprehensive General Liability (including premises, completed operations and contractual)	\$1,000,000	
Aggregate policy limits:	\$2,000,000	
4. Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):		
COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury (including death)	\$1,000,000	\$1,000,000

Property damage	\$1,000,000	\$1,000,000
Aggregate policy limits	No aggregate limit	

5. Builder's Risk Insurance (all risks)

An all risk policy, in the amount equal at all times to 100% of the Contract Price or Contract Sum. The policy shall be issued in the name of the Contractor and shall name its Subcontractors as additional insureds. The Owner shall be named as a loss payee on the policy. The builders risk policy shall have endorsements as follow:

a. This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises. If off-site storage is permitted, coverage shall include transit and storage in an amount sufficient to protect property being transported or stored.

b. This insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, caused by certified acts of terrorism as defined in the Terrorism Risk Insurance Act, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss as well as coverage for building materials while in transit or building materials suitably stored at a temporary location. Property insurance provided by the Contractor shall not cover any tools, apparatus, machinery, scaffolding, hoists, forms, staging, shoring, and other similar items commonly referred to as construction equipment that may be on the site and the capital value of which is not included in the Work. The Contractor shall make its own arrangements for any insurance it may require on such construction equipment. Any such policy obtained by the Contractor under this section shall include a waiver of subrogation in accordance with the requirements of Section 11.3.4 of the General Conditions.

c. For renovation projects and or portions of work contained within an existing structure, the Owner waives subrogation for damage by fire to existing building structure(s), if the Builder's Risk Policy has been endorsed to include coverage for existing building structure(s) in the amount described in the Special Conditions. However, Contractor shall not be required to obtain such an endorsement unless specifically required by the

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

6. Flood insurance when specified in Supplementary General Conditions or Special Conditions.
7. Umbrella coverage in the amount of not less than \$5,000,000.

C. Workers' Compensation Insurance Coverage:

a. Definitions:

(1) Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the Project.

(2) Duration of the Project - includes the time from the beginning of the work on the Project until the Contractor's/person's work on the Project has been completed and accepted by the Owner.

(3) Coverage - Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).

(4) Persons providing services on the Project ("subcontractor") - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the Project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the Project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- b. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, §401.011(44) for all employees of the Contractor providing services on the Project, for the duration of the Project.
- c. The Contractor must provide a certificate of coverage prior to execution of the Agreement Between Owner and Contractor, and in no event later than ten (10)

days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.

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

(4) obtain from each other person with whom it contracts, and provide to the Contractor:

a. a certificate of coverage, prior to the other person beginning work on the Project; and

b. a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;

(5) retain all required certificate of coverage on file for the duration of the Project and for one year thereafter;

(6) notify the Owner in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project; and

(7) contractually require each person with whom it contracts, to perform as required by paragraphs (1)-(7), with the certificates of coverage to be provided to the person for whom they are providing services.

j. By signing the Agreement Between Owner and Contractor or providing or causing to be provided a certificate of coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services on the Project will be covered by workers' compensation coverage for the duration of the Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

k. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the Owner to declare the Agreement Between Owner and Contractor void if the Contractor does not remedy the breach within ten days after receipt of notice of breach from the Owner.

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

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

- F. Owner shall be entitled, upon request and without expense, to receive copies of the policies and all endorsements as they apply to the limits set out in this Exhibit.
- G. Contractor shall be responsible for payment of premiums for all of the insurance coverages required under this Exhibit. Contractor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Contractor is responsible hereunder, Contractor shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over **\$75,000** in the Contractor's insurance must be declared and approved in writing by Owner in advance.

**EXHIBIT 2**  
**DRAWINGS AND SPECIFICATIONS**  
**FOR**  
**WILLIAMSON COUNTY RIVER RANCH COUNTY PARK RESIDENCE**

1. Specifications Version 8 - Dated January 30, 2018.
2. House Plans as provided by Contractor and as approved by Owner.

## Bid #1708-180 - River Ranch County Park Residence

Creation Date **Aug 7, 2017**

End Date **Sep 5, 2017 3:00:00 PM CDT**

Start Date **Aug 15, 2017 1:07:10 PM CDT**

Awarded Date **Sep 20, 2017**

1708-180-01-01 Please Attached All Documents To This Line					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
<a href="#">Breck General Contracting LLC</a>	First Offer -	1 / each			
<b>Product Code:</b> <b>Agency Notes:</b>			<b>Supplier Product Code:</b> <b>Supplier Notes:</b>		

1708-180-01-02 Total Proposal Price					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
<a href="#">Breck General Contracting LLC</a>	First Offer - \$322,239.00	1 / each	\$322,239.00		
<b>Product Code:</b> <b>Agency Notes:</b>			<b>Supplier Product Code:</b> <b>Supplier Notes:</b> Lump Sum Design Build price for 1900SF with attached garage. Septic not included. Water Tie in (Wet tap or water line shut off) not included. Electric meter not included. \$10/SF additional flatwork price. \$5,000 appliance allowance included. Water, Septic, & electrical line extension allowance of \$4,600 included. Flooring Allowance of \$5,625 included. Payment & Performance bond allowance \$10,000 included.		

### Supplier Totals

<b>f</b> <a href="#">Breck General Contracting LLC</a>	<b>\$322,239.00 (2/2 items)</b>
Bid Contact <b>Reese Bruechner</b> <a href="mailto:reese@breckgc.com">reese@breckgc.com</a> Ph 512-230-2142	Address <b>JARRELL, TX 76537</b>
Bid Notes <b>No bid bond attached. It was not mentioned in the RFP. We can get a payment &amp; performance bond once the project is contracted.</b>	
<b>Agency Notes:</b>	<b>Supplier Notes:</b> No bid bond attached. It was not mentioned in the RFP. We can get a payment & performance bond once the project is contracted.
	<b>Head Attch:</b>

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



Print Close



**Commissioners Court - Regular Session**

**29.**

**Meeting Date:** 02/13/2018

Animal Shelter donations

**Submitted By:** Jayme Jasso, Purchasing

**Department:** Purchasing

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider and take any appropriate action to accept small gift items from the general public, pursuant to Tex. Loc. Gov't Code § 81.032, consisting of de minimus personal property such as animal food, crates, supplies, leashes, and collars, and authorize donation for civic purpose and to support operations of the Williamson County Regional Animal Shelter, pursuant to Tex. Loc. Gov't Code § 263.152 (a)(4).

**Background**

The animal shelter operates on county-owned land and is funded significantly by the county. It is necessary to document legal compliance and adequate oversight regarding its donation programs. While all monetary donations are subject to receipting, auditing, and notated on the commissioners court agenda, there has not been express approval implemented for small personal property items that assist the animal shelter operations. Due to the unique nature of having a large number of small items, it is not deemed feasible to inventory these types of donations due to their low fair market value. However, items that have sufficient value to inventory (e.g., personal property items with an estimated value over \$100) must be reported to the Purchasing Agent so that they may be properly approved for use or disposed of via the county's authorized auction procedures. An example of this will be annual fund-raising events where the shelter obtains large items of value for use in generating funds at auction for the event. These items will be reported in the form of a spreadsheet to the Purchasing Agent and approved for an official purpose under their own agenda items, pursuant to the gift donation statute found at Tex. Loc. Gov't Code § 81.032.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

*No file(s) attached.*

**Form Review**

**Inbox**

Purchasing (Originator)  
County Judge Exec Asst.  
Form Started By: Jayme Jasso  
Final Approval Date: 02/08/2018

**Reviewed By**

Randy Barker  
Wendy Coco

**Date**

02/08/2018 08:28 AM  
02/08/2018 08:33 AM  
Started On: 02/06/2018 09:54 AM

**Commissioners Court - Regular Session**

**30.**

**Meeting Date:** 02/13/2018

Approving Service Agreement HayGroup Compensation Consultant

**Submitted For:** Randy Barker

**Submitted By:** Thomas Skiles, Purchasing

**Department:** Purchasing

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider, and take appropriate action on approving a service contract between Williamson County and Korn Ferry Hay Group for Compensation Process Review in the amount of \$15,500.00 to support the operations of the Williamson County Human Resources Department and authorizing execution of the agreement.

**Background**

The HR Department solicited multiple quotes for Compensation Process Review services. After evaluating the offers received it was determined by the department that Korn Ferry Hay Group would provide the best service and best value to the county. This contract is in the amount of \$15,500 and will be funded from HR Professional Services 01.0100.0402.004100.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Service Contract

**Form Review**

**Inbox**

Purchasing (Originator)  
County Judge Exec Asst.  
Form Started By: Thomas Skiles  
Final Approval Date: 02/08/2018

**Reviewed By**

Randy Barker  
Wendy Coco

**Date**

02/08/2018 08:33 AM  
02/08/2018 08:42 AM  
Started On: 02/07/2018 08:41 AM



**LETTER OF ENGAGEMENT**

PRIVATE AND CONFIDENTIAL

January 24, 2018

Ms. Tara Raymore  
Senior Director of Human Resources  
Williamson County  
301 S.E. Inner Loop  
Suite 108  
Georgetown, Texas 78626

RE: Compensation Process Review

Dear Ms. Raymore:

We appreciate the opportunity to assist Williamson County with a review/audit of your compensation processes at the County. This letter of engagement sets forth our understanding of your needs and the terms and conditions on which our services will be rendered. Korn Ferry Hay Group, Inc. may be referred to as "**Korn Ferry Hay Group,**" "**Hay Group,**" "**KFHG,**" "**we,**" "**our**" or "**us.**" Williamson County may be referred to as "**Williamson,**" "**the County,**" "**County,**" "**client,**" "**licensee,**" "**you,**" or "**your.**" This letter of engagement, including the Attachments, forms the agreement (the "**Agreement**") under which we will work together.

Hay Group will provide the professional services described in Attachment 1 (the "**Services**") and Paul Glogowski will lead the assignment. We may include other consultants, as needed, to assist in the provision of the Services.

If this Agreement accurately describes the terms of our engagement, please have an authorized representative of Williamson County sign and return the entire Agreement to Paul Glogowski at paul.glogowski@kornferry.com. Our receipt of this Agreement signed by you authorizes us to proceed with our Services.

Hay Group appreciates the opportunity to be of service to Williamson. If you have any questions now or during our engagement, please let us know.

Sincerely,

**Korn Ferry Hay Group**

**Accepted by:**

**Williamson County**

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

**Name:** \_\_\_\_\_

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

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

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

**Name:** Paul Glogowski

**Title:** Associate Client Partner

**Date:** January 24, 2018

## ATTACHMENT 1 SCOPE OF SERVICES

### Outline of Project

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**Step 1: Planning:** Korn Ferry Hay Group believes that planning and communication are crucial elements in conducting any successful project – large or small. The KFHG team will meet with the County's designated Project Team at the commencement of the project to accomplish the following:

- **Clarify the Scope of the Project.** Agree on the scope of the project, which will include defining the roles and responsibilities of the consultants and the County; clarifying project expectations and anticipated outcomes; and determining the specific timetable of events, including scheduling of status meetings with the County.
- **Agree on the Project Management Process.** Hay Group will provide status updates as how KFHG and the County will assume a partnership responsibility for ensuring that the project is conducted on time, within budget and provides to the County the necessary deliverables. In addition, we will meet with relevant stakeholders at key milestone events in the project for the dual purpose of gaining their input to project process decisions and to keep them informed on project progress.

We anticipate this planning meeting/session will take place via conference call or WebEx.

**Step 2: Compensation Process Understanding:** We will gather information from you to increase our knowledge of the existing/proposed market assessment, classification, and compensation administrative processes. Data gathering will include existing process documentation for any compensation process you have, market data collected as part of your current market assessment, the current structure, a spreadsheet indicating your market findings and the recommended pay range for each position being assessed, and any other pertinent documentation you would like us to review that will help us to understand the County's compensation program and processes.

**Step 3: Review Initial Findings:** Via call or meeting we will discuss/review our initial assessment of your Compensation processes to ensure we both clearly understand the process itself and to ensure County HR leadership understands the findings and conclusions.

Following this meeting, we will produce a draft report which will serve as the foundation for the formal Court presentation. This draft report will include:

- An assessment of your market analysis process and results thereof
- An assessment of the current "comparative entities" that the County considers its labor market competitors
- An assessment of any current salary administration procedures/processes relative to 'best practice' and generally accepted compensation administrative practices in the market

We anticipate one of the deliverables to also include a 'red-line' mark up of any of the documents you provide that indicate changes the County may wish to make based on our review

**Step 4: Presentation to Commissioners Court:** KFHG will present the final findings of the study to the Commissioners. This meeting will allow the Commissioners Court the opportunity to ask any questions they have regarding the findings.

**Step 5: Review of County Recommendations:** KFHG will review the salary recommendations the HR department is preparing for the Courts review/approval. Following our review, we will prepare a written report of our validation of these recommendations.

## **Deliverables**

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KFHG will deliver to Williamson:

- A report of findings summarizing assessment of your process and items for the County to consider to possibly improve/modify, if needed
- A Court presentation presenting a summary of our work, our findings and recommendations
- A written report of our review of the salary recommendations being made by the County HR department to the Court

**THIS AGREEMENT DOES NOT INCLUDE AN INTELLECTUAL PROPERTY LICENSE TO HAY GROUP'S INTELLECTUAL PROPERTY. USE OF HAY GROUP'S INTELLECTUAL PROPERTY REQUIRES THE EXECUTION OF A SEPARATE INTELLECTUAL PROPERTY LICENSE AGREEMENT.**

## **Dates**

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Start date: February 15, 2018

Completion Date: May 15, 2018

## **Professional Fees and Expenses**

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- The professional fees for the Services outlined in this engagement letter are \$15,500
- Professional fees will be billed monthly as incurred
- Direct out-of-pocket expenses including travel, lodging, and video-conferencing, will be billed monthly as incurred. KFHG will have all travel expense preapproved in writing by Client so that Client can ensure compliance with the Williamson County Vendor Reimbursement Policy.
- **Texas Prompt Payment Act Compliance:** Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date licensee receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by licensee 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 licensee's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.
- **Termination for Convenience:** This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving thirty (30) days written notice thereof. In the event of termination, The County will only be liable for services as set forth below.

## **Rescheduling or Cancelling**

---

Hay Group will schedule and commit personnel and resources to provide the Services. Hay Group understands that Client's business conditions may change; however, rescheduling or cancelling on short notice impacts Hay Group's business and its ability to provide outstanding service to all its clients. Client may reschedule or cancel the provision of Services by paying the following fees in addition to the associated fees for any Services rendered. These fees are reflective of the lost bookings for Hay Group for the time scheduled for the team leader, team members and other resources, and are not penalties.

1. If rescheduling or cancelling more than 20 business days before the scheduled program, meeting or session, Client will pay the Actual Expenses (defined below) incurred as a result of the rescheduling or cancellation.
2. If rescheduling or cancelling 20 or fewer business days before the scheduled program, meeting or session, cancellation/rescheduling fees will be calculated based on the number of business days' notice provided as shown in the table below, plus Actual Expenses incurred.

Length of Program:		Less than 1 day	1-2 days	3-5 days
<b>Notice from client (business days)</b>	<b>16-20</b>	0	0	25%
	<b>11-15</b>	0	25%	50%
	<b>6-10</b>	0	50%	75%
	<b>3-5</b>	50%	75%	75%
	<b>Less than 2</b>	100%	100%	100%

**“Actual Expenses”** means amounts Hay Group pays to others in anticipation of the Services (e.g., hotels, airlines) that Hay Group cannot recover on its termination of the bookings. Hay Group will invoice Client for any additional penalties or fees incurred due to changes or cancellations. Hay Group will charge Client for costs incurred for any materials Hay Group prepares (e.g., for events, workshops, meetings) if the engagement is not rescheduled within two months of the original date.

**Billing Information**

Invoices will be sent to the following address:

Company:	Williamson County
Address:	301 SE Inner Loop, Ste. 108
Address:	Georgetown, Texas 78626
Attn (Name, Title):	Tara Raymore, Senior Director of Human Resources
Email, Phone:	<a href="mailto:Traymore@wilco.org">Traymore@wilco.org</a> , 512-943-1533

Accounts Payable Contact:

Company:	Williamson County
Address:	710 Main Street, Ste. 303
Address:	Georgetown, Texas 78626
Attn (Name, Title):	Leticia Gomez, Accounts Payable Auditor
Email, Phone:	<a href="mailto:Lgomez@wilco.org">Lgomez@wilco.org</a> , 512-943-1500

Purchase Order Number (Check the appropriate box):

- PO Number required on invoice.
- PO Number *not* required on invoice.

**ATTACHMENT 2  
GENERAL TERMS AND CONDITIONS**

**1. Korn Ferry Hay Group's Responsibilities.** KFHG will perform the Services in a competent and professional manner and in accordance with generally accepted industry standards. KFHG may remove and replace any of its resources performing the Services; any resource removed will be replaced by a resource of comparable training and experience. Client may request KFHG to remove and replace any of its resources performing the Services with a resource of comparable training and experience.

**2. Client's Responsibilities.** Client will timely provide KFHG with the documentation, information, access to its personnel and the cooperation KFHG reasonably requires to provide the Services. Client will not use the Services, New Materials, or KFHG Materials (defined below) as the sole source for any employment action relating to any of its employees or candidates.

**3. Taxes.**

**a.** Client will be responsible for all applicable taxes (excluding taxes imposed on KFHG's net income) imposed by any taxing or governmental authority, whether designated as value-added (VAT), sales, use, or other similar taxes, including any penalties or interest thereon (together "**Transaction Taxes**") now in effect or hereafter imposed or based upon or resulting from the fees arising pursuant to this Agreement. If Client is exempt from Transaction Taxes, Client must inform KFHG of its exemption and provide to KFHG complete and proper documentation evidencing the exemption.

**b.** If Client is required by applicable law to deduct or withhold taxes from any payment due to KFHG, Client will: (i) withhold the legally required amount from payment; (ii) remit the withheld tax to the applicable taxing authority; and (iii) within sixty (60) days of payment, deliver to KFHG original documentation or a certified copy evidencing remittance of withheld tax. If Client does not provide evidence of payment of withheld taxes, Client will reimburse KFHG for the tax withheld from payment to KFHG. Client will comply with all applicable law, including income tax treaties and protocols, in determining the amount of tax to withhold.

**4. Representations and Warranties.** Each party represents and warrants that: (a) it is duly organized and validly existing under the laws of the jurisdiction of its incorporation or organization, and has full power and authority to perform all of its obligations under this Agreement; (b) the person executing this Agreement on its behalf is duly authorized and empowered to bind the party to this Agreement; and (c) it will comply with all applicable laws in connection with this Agreement. KFHG DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**5. Intellectual Property.**

**a.** Client retains ownership of all materials, and the intellectual property rights in those materials, provided to KFHG by or on behalf of Client ("**Client Materials**"). Subject to Section 5.b., Client will also own copies of reports and analyses KFHG delivers to Client under this Agreement ("**New Materials**"). Client may use the New Materials in the form provided for its internal purposes only; Client may not use the New Materials for any other purpose or permit any other person, firm or entity to use the New Materials.

**b.** The performance of the Services and creation of the New Materials will require the use of KFHG's materials and methodologies that are considered proprietary, copyright, patent, and trade secret materials ("**KFHG Materials**"). KFHG Materials include methodologies, preexisting programs, instruments, models, proprietary information, patents, registered and unregistered trademarks, trade names, trade secrets, copyrights, prototypes, inventions, algorithms, designs, compilations, computer software programs, tools, databases, evaluation guides, report forms, scoring guides, scoring algorithms, scoring instructions, scoring software and norms. KFHG may customize, modify, translate, or expand KFHG Materials to apply to Client's unique requirements (collectively, a "**Customization**"). Any Customization will be KFHG Materials. KFHG owns KFHG Materials at all times. KFHG reserves all rights not expressly granted under this Agreement. Licenses to KFHG Materials must be procured through a separate license agreement. This Agreement will not be construed as a license to copy, modify, create derivative works from, publish, disclose or otherwise use KFHG Materials. Client will not download, copy, publish, disclose, create derivative works of, disassemble, decompile or otherwise

attempt to reverse engineer KFHG Materials, nor will Client permit any other person to do so. Client will be liable for all violations of these restrictions by its employees, subcontractors, or agents.

c. If a Customization includes Client Materials, Client grants to KFHG a non-exclusive, limited, non-transferable license to use the Client Materials solely in connection with the Customization. Client represents and warrants that it has all the necessary rights to include the Client Materials in the Customization.

## 6. Confidential Information.

a. One party ("**Discloser**") may disclose Confidential Information to the other party ("**Recipient**") in connection with this Agreement. "**Confidential Information**" means all oral or written information concerning a party, including the party's business and business activities (past, present and future), financial information, technical information, customer information, intellectual property, methodologies, strategies, plans, documents, drawings, designs, tools, models, inventions, and patent disclosures, whether or not marked or identified as "confidential," that may be obtained from any source as a result of this Agreement. Confidential Information does not include information, technical data, or know-how that: (i) is or becomes a matter of public knowledge through no fault of Recipient; (ii) was lawfully in Recipient's possession or known by it prior to its receipt from Discloser; (iii) was rightfully disclosed to Recipient by another person without restriction; (iv) Recipient independently develops without use of Discloser's Confidential Information; or (v) Discloser approves in writing for release.

b. Recipient will not use any Confidential Information it receives from Discloser for any purpose other than to perform its obligations under this Agreement. Recipient will not disclose any Discloser Confidential Information to third parties or to its employees, other than employees or third parties who are required to have the Confidential Information to perform obligations under this Agreement and who are bound by confidentiality terms substantially similar to those in this Section. Recipient and Discloser will each be responsible for any breach of this Agreement by its representatives. Recipient will protect Confidential Information from disclosure to others using the same degree of care it uses to protect its own confidential information, but in any case, no less than a commercially reasonable degree of care. If Recipient is required by law, regulations, or court order to disclose any of Discloser's Confidential Information, Recipient, where legally allowed, will promptly notify Discloser in writing prior to making any disclosure. Discloser may, at its sole expense, seek a protective order or other appropriate remedy from the proper authority.

c. Upon request, Recipient will destroy Discloser's Confidential Information in its possession, but Recipient may: (i) retain copies of Confidential Information that it is required to retain by law or regulation; (ii) retain copies of its work product that contain Confidential Information for archival purposes or to defend its work product; and (iii) store copies made as part of routine back up of its information technology systems but the Confidential Information must continue to be handled in accordance with this Section. Both parties understand and acknowledge that Client is subject to the Texas Public Information Act. The parties will cooperate to fulfil their respective obligations herein as well as protect any proprietary, personal or confidential information to the full extent permitted by all available exclusions and exceptions.

7. **Raw Data.** KFHG will not disclose to Client the raw data, including personal information, KFHG collects in providing the Services, and upon which the New Materials will be based (the "**Raw Data**"). KFHG will use Raw Data to provide the Services and as specified in this Agreement. Raw Data will be handled and used in accordance with KFHG's Global Privacy Policy, which is available on KFHG's website and incorporated into this Agreement by reference. KFHG may archive and use the Raw Data for research, studies, development, benchmarking, statistics, analytics, and to develop, improve, and enhance KFHG's products and services.

8. **Responsibility & No Waiver of Sovereign Immunity.** KFHG shall have no responsibility for Client's decision to take any employment action with regard to any individual identified, evaluated, assessed, or coached by KFHG. Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of licensee, the Williamson County Commissioners Court, or the Williamson County Judge.

9. **Limitations of Liability.** NEITHER PARTY WILL BE LIABLE TO ANY PARTY FOR ANY INDIRECT, SPECIAL, EXEMPLARY, CONSEQUENTIAL, PUNITIVE OR INCIDENTAL DAMAGES OF ANY TYPE, INCLUDING LOST PROFITS OR BUSINESS INTERRUPTION, RELATING TO THIS AGREEMENT. KFHG'S MAXIMUM TOTAL LIABILITY FOR ANY CLAIMS RELATING TO THIS

AGREEMENT IS LIMITED TO THE FEES PAID BY CLIENT TO KFHG UNDER THIS AGREEMENT. THIS SECTION APPLIES REGARDLESS OF THE LEGAL THEORY ASSERTED AND EVEN IF THE PARTY KNOWS THAT THESE DAMAGES MIGHT OCCUR.

**10. Assignment.** Neither party may sell, assign, or transfer this Agreement, without the other party's written consent, except no consent is required if the assignment: (a) results from the assignor's merger, consolidation, spin-off, split-off or acquisition, but the assignment must be limited to the assignor's survivor, subsidiary or successor; or (b) is to an affiliate capable of performing the assignor's duties and obligations under this Agreement. Subject to the foregoing, this Agreement will inure to the benefit of and will be binding upon KFHG, Client and their respective successors and permitted assigns.

**11. Governing Law.** This Agreement will in all respects be governed by and construed in accordance with the laws of the State of Texas, United States of America, excluding any choice of law provisions and without effect to principles of conflicts of law, regardless of the place of making or performance. Venue of this Agreement shall be Williamson County, Texas. The parties disclaim the applicability of the United Nations' Convention on the International Sale of Goods. The parties agree to use mediation for dispute resolution prior to any formal legal action being taken on this agreement.

**12. Non Waiver.** Neither party's failure at any time to enforce any of the provisions of, or any right or remedy available to it under, this Agreement or at law or in equity, or to exercise any option provided, will constitute a waiver of that provision, right, remedy or option or in any way affect the validity of this Agreement. Either party's waiver of any default by either party will not be deemed a continuing waiver but will apply solely to the instance to which that waiver is directed.

**13. Severability; Interpretation.** Every provision of this Agreement will be construed, to the extent possible, to be valid and enforceable. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, that provision will be deemed severed from this Agreement, and all other provisions will remain in full force and effect.

**14. No Third Party Beneficiary Rights.** This Agreement is not intended to be for the benefit of any person other than Client and KFHG. No other person, including any candidates or prospective candidates, will be considered third party beneficiaries of, or otherwise entitled to, any rights or benefits arising in connection with this Agreement.

**15. Force Majeure.** With the exception of a party's obligation to make payments properly due to the other party, neither party will be considered in default as a result of its delay or failure to perform its obligations under this Agreement when the delay or failure arises out of causes beyond that party's reasonable control. Causes may include acts of God or a public enemy, acts of the state or the government in its sovereign or contractual capacity, fires, floods, epidemics, strikes, and unusually severe weather; in every case, delay or failure to perform must be beyond the reasonable control of and without the fault or negligence of the party claiming a force majeure event to excuse its performance.

**16. Entire Agreement; Conflicts.** This Agreement contains the entire agreement between the parties regarding the subject matter hereof and supersedes any prior representations, advertisements, statements, proposals, negotiations, discussions, understandings, or agreements regarding the same subject matter. The parties will not be bound by any representation, promise, or condition not expressly set forth in this Agreement, including any provision contained in any Client purchase order. Client has not been induced to enter into this Agreement by any representations or statements, oral or written, not expressly contained in this Agreement. This Agreement may not be modified or amended except by a writing signed by the party against whom the same is sought to be enforced.

**17. Miscellaneous.** No provision of this Agreement will be construed against or interpreted to the disadvantage of any party because that party has or is deemed to have drafted the provision. All section headings and captions are for the parties' convenience only, are not part of the text, and will not be deemed in any way to limit or affect the meaning of this Agreement. When used in this Agreement, "including" means "including without limitation." This Agreement may be executed in any number of counterpart copies, each of which will be deemed an original, but which taken together constitute a single instrument. Except as expressly provided in this Agreement, all remedies available to either party for breach of this Agreement or at law or in equity are cumulative and may be exercised concurrently or separately. Those sections of this Agreement that are intended by their nature to survive termination or expiration of this Agreement will survive.

**18. Right to Audit.** KFHG agrees that licensee or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right

to examine and photocopy any and all books, documents, papers and records of KFHG which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. KFHG agrees that licensee shall have access during normal working hours to all necessary KFHG facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. Licensee shall give KFHG reasonable advance notice of intended audits which shall be at Client's expense. Audits may be conducted up to once per year for the sole purpose of confirming the parties' fulfillment of their respective obligations under this Agreement. Client and its agents must keep confidential all information learned during any audit. Korn Ferry may require outside auditors to sign an appropriate confidentiality agreement. Korn Ferry will not provide Client or its agents with access to proprietary or confidential information concerning its other customers. Audits must not interrupt Korn Ferry's business and must be conducted in a manner which does not, in the Korn Ferry's reasonable judgment, compromise the integrity of Korn Ferry's data, its other customers' data, system security, or operational performance. Client may not perform or disclose any of the following security testing of the system environment or associated infrastructure without signing Korn Ferry's standard Audit Compliance Agreement: network discovery, port and service identification, vulnerability scanning, password cracking, remote access testing, penetration testing, service denial attack or other testing which by its application may cause impact to Korn Ferry's data, its customer's data, its operations or security.

**Commissioners Court - Regular Session**

**31.**

**Meeting Date:** 02/13/2018

Re-Pipe Boiler Room at Jail

**Submitted For:** Randy Barker

**Submitted By:** Johnny Grimaldo, Purchasing

**Department:** Purchasing

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider, and take appropriate action on approving agreement #2018-153 between Mtech and Williamson County for re-piping the Williamson County jail boiler room in the amount of \$41,600.00 pursuant to TIPS Contract #1032615, and authorizing the execution of the agreement.

**Background**

Mtech will re-pipe boiler room at the jail according to the plans that have been provided by Williamson county. This will include pipe, fitting, circuit setter valves and labor. This expenditure will be charged to P-411 which was approved as a capital improvement for FY2018.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

MTECH AGREEMENT

**Form Review**

**Inbox**

Purchasing (Originator)  
County Judge Exec Asst.  
Form Started By: Johnny Grimaldo  
Final Approval Date: 02/08/2018

**Reviewed By**

Randy Barker  
Wendy Coco

**Date**

02/08/2018 08:34 AM  
02/08/2018 08:42 AM  
Started On: 02/07/2018 02:18 PM



# Proposal

{Phone: 512.929.7090|1720 Royston Lane, Round Rock, TX 78664|TACLA0020760C|M-18971|TECL 29725|

**Date:** January 3<sup>rd</sup>, 2018

**Proposal Number:** 2018- 153

**Customer:** Wilco Jail House

**Attention:** Toby Bonnet

**Location:** Jail House

**Email:** TBonnet@wilco.org

**Phone:** 512-943-1612

**Project Name:** Re-Pipe Boiler Room – Tips # 1032615

**Scope of Work:**

Mtech will re-pipe boiler room at the jail according to the plans that have been provided by Williamson county

**NOTE: This price does include the repairs work already completed**

**Includes:**

- Pipe, fittings, circuit setter valves and labor

**Exclusions:**

- No OT, pumps, existing condition of pipe and no insulation in this proposal

**Quoted Price** ..... **\$41,600.00** (excludes tax)

**Prepared by:**

**Paul Wilson**

Email: Paul.Wilson@csusa.us

Phone: 512-680-2878

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**Acceptance of Proposal:**  
The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Proposal is subject to and conditioned upon approval of Customer's credit by Mechanical Technical Services, Inc. Quote may be withdrawn by us if not accepted within 30 days. Any alterations or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. Unless specified, payment will be made within 30 days after completion of service. Regulated by the Texas Department of Licensing and Regulation, PO Box 12157, Austin, TX. 78711 1.800.803.9202, 512.463.6599 Licensed by the Texas State Board of Plumbing Examiners, License #M-18971, Curtis Novinger, RMP. Correspondence with this Board should be directed to PO Box 4200, Austin, TX 78767. 512.458.2145

A Comfort Systems USA Company



THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

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**SERVICES CONTRACT  
FOR BOILER RE-PIPING  
(Williamson County Jail)  
(TIPS #1032615)**

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**Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to Tex. Const. art. XI, § 7, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.**

THIS CONTRACT is made and entered into by and between **Williamson County, Texas** (hereinafter “The County”), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Mtech Comfort Systems USA** (hereinafter “Service Provider”). The County agrees to engage Service Provider as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

**I.**

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

demand, loss, injury, damages, action, or liability of any kind against The County resulting from any services Service Provider perform on behalf of The County.

**II.**

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

**III.**

**No Assignment:** Service Provider may not assign this contract.

**IV.**

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

**V.**

**Consideration and Compensation:** Service Provider will be compensated based on the attached Fee Proposal, dated January 3, 2018, which is marked as Exhibit "A" and incorporated herein as if copied in full. **The not-to-exceed amount under this agreement is \$41,600.00, unless amended by a change order and approved by the Williamson County Commissioners Court.** Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of The County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

**VI.**

**Insurance:** Service Provider shall provide and maintain, until the services covered in this Contract is completed and accepted by The County, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in

the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to The County and name The County as an additional insured.

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

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability <i>(including premises, completed operations and contractual)</i>	\$1,000,000	\$1,000,000
Aggregate policy limits:		\$2,000,000

d.                    Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury <i>(including death)</i>	\$1,000,000	\$1,000,000
Property damage	\$1,000,000	\$1,000,000
Aggregate policy limits		No aggregate limit

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

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

## VII.

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

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

## VIII.

**Services:** Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he or she is not an employee of The County. The

services include, but are not limited to the following items in order to complete the project:

As described in the Fee Proposal with Scope of Work for Installation, dated January 3, 2018, which is incorporated herein as if copied in full.

**IX.**

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

**X.**

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

**XI.**

**Termination:** This agreement may be terminated at any time at the option of either party, without *future or prospective* liability for performance upon giving thirty (30) days written notice thereof.

**XII.**

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

**XIII.**

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

**XIV.**

**Severability:** In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision

in this agreement and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

**XV.**

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

**XVI.**

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

WITNESS the signatures of all parties in duplicate originals this the 6 day of February, 2018.

**WILLIAMSON COUNTY:**

**SERVICE PROVIDER:**

\_\_\_\_\_  
Authorized Signature

  
\_\_\_\_\_  
Authorized Signature

CURTIS NOVINGER  
VP SERVICE OPERATIONS

MECHANICAL TECHNICAL SERVICES, INC

Exhibit "A"  
Price Quote Dated January 3, 2018  
(Incorporated herein as if copied in full)

**Commissioners Court - Regular Session**

**32.**

**Meeting Date:** 02/13/2018

Advertisement Approval IFB 1802-213 Fog Seal FY18

**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 Cul-De-Sac Fog Seal FY18 under IFB # 1802-213.

**Background**

Williamson County is seeking qualified companies to provide materials, experienced fog seal crews and equipment to resurface cul-de-sacs that were part of the Subdivision Fog Seal FY13.

**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: 02/08/2018

**Reviewed By**

Randy Barker  
 Wendy Coco

**Date**

02/08/2018 08:47 AM  
 02/08/2018 09:21 AM  
 Started On: 02/08/2018 08:39 AM

## **Solicitation 1802-213**

### **Cul-De-Sac Fog Seal FY 2018**

#### **Bid Designation: Public**



**Williamson County, Texas**

## Bid 1802-213 Cul-De-Sac Fog Seal FY 2018

Bid Number 1802-213  
 Bid Title Cul-De-Sac Fog Seal FY 2018  
 Expected Expenditure **\$300,000.00** (This price is expected - not guaranteed)

Bid Start Date In Held  
 Bid End Date Mar 7, 2018 3:00:00 PM CST  
 Question & Answer End Date Feb 2, 2018 5:00:00 PM CST

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

Contract Duration **One Time Purchase**  
 Contract Renewal Not Applicable  
 Prices Good for **365 days**  
 Pre-Bid Conference **Feb 28, 2018 2:30:00 PM CST**  
**Attendance is optional**  
**Location: 3151 S.E. Inner Loop**  
**Georgetown, TX 78626**

Bid Comments **Williamson County is seeking qualified companies to provide materials, experienced fog seal crews and equipment to resurface cul-de-sacs that were part of the Subdivision Fog Seal FY13.**

### Item Response Form

Item **1802-213--01-01 - Total Bid Price**  
 Quantity **1 each**  
 Unit Price   
 Delivery Location **Williamson County, Texas**  
No Location Specified  
 Qty 1

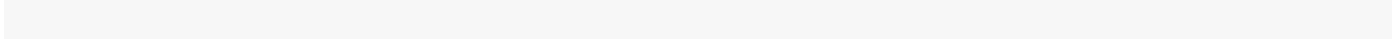
**Description**  
 Total Bid Price

Item **1802-213--01-02 - Please Attach All Documents To This Line**  
 Quantity **1 each**  
 Prices are not requested for this item.  
 Delivery Location **Williamson County, Texas**  
No Location Specified

Qty 1

**Description**

Please Attach All Documents To This Line





## PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION

### **WILLIAMSON COUNTY PURCHASING DEPARTMENT SOLICITATION 1802-213 Cul-De-Sac Fog Seal FY 2018**

**BIDS MUST BE RECEIVED ON OR BEFORE:  
Mar 7, 2018 3:00:00 PM CST**

**BIDS WILL BE PUBLICLY OPENED:  
Mar 7, 2018 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](http://www.bidsync.com).

**Williamson County prefers and requests electronic submittal of this Bid.**

**All electronic bids must be submitted via: [www.bidsync.com](http://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](http://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](http://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](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](http://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 (15<sup>th</sup>) day of each month; provide the County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of the County required by the Successful Bidder in the defense of each matter. The Successful Bidder's duty to defend, indemnify and hold the County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of the Contract and/or any Ensuing Agreement(s), unless otherwise agreed by the County in writing. The provisions of this section shall survive the termination of the Contract and shall remain in full force and effect with respect to all such matters no matter when they arise.

In the event of any dispute between the parties, as to whether a claim, demand, suit, action, proceeding, lien or judgement, that appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of the County, the Bidder shall nevertheless fully defend such claim, demand, suit or action, proceeding, lien or judgement, until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of the Bidder are not an issue in the matter.

The Successful Bidder's indemnification shall cover, and the Successful Bidder agrees to, indemnify the County, in the event the County is found to have been negligent for having selected the Successful Bidder to perform the work described in this request. The provision by the Successful Bidder of insurance shall not limit the liability of the Successful Bidder under the Contract and/or any Ensuing Agreement(s).

#### **4.15 WAIVER OF SUBROGATION**

The Successful Bidder and the Successful Bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against the County as an indirect party to any suit arising out of personal or property damages resulting from the Bidder's performance under this Contract and any Ensuing Agreement(s).

#### **4.16 RELATIONSHIP OF THE PARTIES**

The Successful Bidder shall be an independent contractor and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions herein which may appear to give the County the right to direct the Successful Bidder as to details of doing work herein covered, or to exercise a measure of control over the work, shall be deemed to mean that the Successful Bidder shall follow the desires of the County in the results of the work only. The County shall not retain or have the right to control the Successful Bidder's means, methods or details pertaining to the Successful Bidder's performance of the work. The County and the Successful Bidder hereby agree and declare that the Successful Bidder is an independent contractor and as such meets the qualifications of an "Independent Contractor" under Texas Workers Compensation Act, Texas Labor Code, Section 406.141, that the Successful Bidder is not an employee of the County, and that the Successful Bidder and its employees, agents and subcontractors shall not be entitled to workers compensation coverage or any other type of insurance coverage held by the County.

#### **4.17 SOLE PROVIDER**

The Successful Bidder agrees and acknowledges that it shall not be considered a sole provider of the goods and/or services described herein and that the County may contract with other providers of such goods and/or services if the County deems, at its sole discretion, that multiple providers of the same goods and/or services will serve the best interest of the County.

#### **4.18 FORCE MAJEURE**

If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

#### **4.19 SEVERABILITY**

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

#### **4.20 EQUAL OPPORTUNITY**

Neither party shall discriminate against any employee or applicant for employment because of race, color, sex, religion or national origin.

#### **4.21 NOTICE**

Any notice to be given shall be in writing and may be distributed by personal delivery, or by registered or certified mail, return receipt requested, addressed to the proper party, at the following address:

The County: Williamson County Purchasing Department  
Attn: Purchasing Agent  
901 South Austin Avenue  
Georgetown, Texas 78626

The Bidder: Address set out in Bidder's Transmittal Letter.

Notices given in accordance with this provision shall be effective upon (1) receipt by the party to which notice is given, or (2) on the third (3rd) calendar day following mailing, whichever occurs first.

#### **4.22 SALES AND USE TAX EXEMPTION**

The County is a body, corporate and politic, under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code, Section 151.309, as amended, and the services and/or goods subject hereof are being secured for use by the County.

#### **4.23 COMPLIANCE WITH LAWS**

The County and the Successful Bidder shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of the Contract and any Ensuing Agreement(s), including, without limitation, Workers' Compensation laws, salary and wage statutes and regulations, licensing laws and regulations. When required, the Successful Bidder shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

#### **4.24 INCORPORATION OF EXHIBITS, APPENDICES AND ATTACHMENTS**

All of the Exhibits, Appendices and Attachments referred to herein are incorporated by reference as if set forth verbatim herein. Any conflicting terms in the Contract documents will be resolved at the sole discretion of the Commissioners Court.

#### **4.25 NO WAIVER OF IMMUNITIES**

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

#### **4.26 NO WAIVER**

The failure or delay of any party to enforce at any time or any period of time any of the provisions of this IFB, the Contract or any Ensuing Agreement(s) shall not constitute a present or future waiver of such provisions nor the right of either party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of or excuse for any other, different or subsequent breach.

#### **4.27 CURRENT REVENUES**

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

#### **4.28 FOB DESTINATION**

To the extent applicable to this IFB, all of the items listed are to be Free On Board to final destination (FOB Destination) with all transportation charges if applicable to be included in the Bid, unless otherwise specified in the Invitation for Bids. The title and risk of loss of the goods shall not pass to the County until receipt and acceptance takes place at the FOB Destination point.

#### **4.29 BINDING EFFECT**

This Contract and any Ensuing Agreement(s) shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

### **4.30 ASSIGNMENT**

The Successful Bidder's interest and duties hereunder may not be assigned or delegated to a third party without the express written consent of the County.

### **4.31 SAFETY**

The Successful Bidder is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with any services to be provided hereunder. The safety program shall comply with all applicable requirements of the current federal Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations.

### **4.32 GENERAL OBLIGATIONS AND RELIANCE**

The Successful Bidder shall perform all services and/or provide all goods, as well as those reasonably inferable and necessary for completion and provision of services and/or goods required hereunder. The Successful Bidder shall keep the County informed of the progress and quality of the services. The Successful Bidder agrees and acknowledges that the County is relying on the Successful Bidder's represented expertise and ability to provide the goods and/or services described herein. The Successful Bidder agrees to use its best efforts, skill, judgment, and abilities to perform its obligations in accordance with the highest standards used in the profession and to further the interests of the County accordance with the County's requirements and procedures. The Successful Bidder's duties, set forth herein, shall at no time be in any way diminished by reason of any approval by the County, nor shall the Successful Bidder be released from any liability by reason of such approval by the County, it being understood that the County at all times is ultimately relying upon the Successful Bidder's skill and knowledge in performing the services and providing any goods required hereunder.

### **4.33 ESTIMATED QUANTITIES**

To the extent applicable to this IFB, the estimated quantity of each item listed in this IFB is only estimate; the actual quantity to be purchased may be more or less. The County is not obligated purchase any minimum amount, and the County may purchase any reasonable amount greater than the estimate for the same unit price. Any limit on quantities available must be stated expressly in the Bid.

### **4.34 CONTRACTUAL DEVELOPMENT**

The contents of the IFB and the Successful Bidder's Bid will become an integral part of the Contract, but may be modified, at the County's sole discretion, by provisions of an Ensuing Agreement. Therefore, the Bidder must agree to an inclusion of an Ensuing Agreement of the Bid specifications, terms and conditions of this IFB. If an Ensuing Agreement is required under this IFB, information relative to the Agreement will be located in the Additional Stipulations 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 (31<sup>st</sup>) 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 (1<sup>st</sup>) 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 (21<sup>st</sup>) 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](mailto:accountspayable@wilco.org)  
Phone: 512-943-1500

#### **4.39 CONTRACTUAL FORMATION AND ENSUING AGREEMENT**

The IFB and the Bidder's Bid, when properly accepted by the Commissioners Court, shall constitute a Contract equally binding between the Successful Bidder and the County.

**If an Ensuing Agreement is required by this IFB, that information will be provided in Special Provisions section of this IFB.** The Successful Bidder shall be required to execute the Agreement at the Williamson County Purchasing Department approximately ten (10) calendar days after the Successful Bidder is notified of award. The Ensuing Agreement shall be in the same form as the Agreement which is attached to the end of this IFB. The only anticipated changes in the Ensuing Agreement will be to include additional exhibits, to fill in blanks to identify the Successful Bidder, and terms relating to the compensation, or to revise the Agreement to accommodate corrections, changes in the scope of services, or changes pursuant to Addenda issued. **Bidders should raise any questions regarding the terms of the Agreement in the form of written questions or submittals as described in the Public Announcement and General Information portion of this IFB.** Because the signed Ensuing Agreement will be substantively and substantially derived from the attached Agreement, each Bidder is urged to seek independent legal counsel as to any questions about the terms, conditions or provisions contained in the Agreement *before* submitting a Bid. Again, the attached Agreement, if applicable, contains important legal provisions and is considered part and parcel of this IFB. Failure or refusal to sign aforesaid Agreement shall be grounds for the County to revoke any award which has been issued, forfeit Bid security, if applicable, and select another Bidder.

#### **4.40 COOPERATIVE PURCHASING PROGRAM**

During the term of the Contract resulting from this IFB, the County would like to afford the same prices, terms and conditions to other political subdivisions or public entities. Another entity's participation in the Contract resulting from this IFB is subject to a properly authorized Purchasing Cooperative Inter-local Agreement with the County. Any liability created by purchase orders issued against the Contract shall be the sole responsibility of the governmental agency placing the order.

#### **4.41 INSURANCE REQUIREMENTS**

To the extent applicable Insurance information will appear in the Additional Stipulations section that is in this IFB Package.

#### **4.42 BIDDERS BOND, WARRANTY BOND, PERFORMANCE AND PAYMENT BONDS**

To the extent applicable Bond information will appear in the Additional Stipulations section that is in this IFB Package.

#### **4.43 LEGAL LIABILITY INFORMATION**

The Successful Bidder shall disclose all legal liability information by listing any pending litigation anticipated litigation that your firm is involved in including, but not limited to, potential or actual legal matters with private parties and any local, state, federal or international governmental entities. The County reserves the right to consider legal liability information in the recommendation of any proposed contract to the Commissioners Court.

#### **4.44 INCLEMENT WEATHER**

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a Bid submission deadline, the Bid closing will automatically be postponed until the next business day the County is open. If inclement weather conditions or any other unforeseen event causes delays in carrier service operations, the County may issue an Addendum to all known Bidders interested in the project to extend the deadline. It will be the responsibility of the Bidder to notify the County of their interest in the project if these conditions are impacting their ability to turn in a submission within the stated deadline. The County reserves the right to make the final judgement call to extend any deadline.

#### **4.45 PREVAILING WAGE RATES**

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

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

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

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

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

Within thirty-one (31) days of receipt of information concerning a violation of the Texas Government Code Chapter 2258, the County shall make an initial determination as to whether good cause exists to believe a violation occurred. The County's decision on the initial determination shall be reduced to writing and sent to the contractor or subcontractor against whom the violation was alleged, and to the affected worker. When a good cause finding is made, the County shall retain the full amounts claimed by the claimant or claimants as the difference between wages paid and wages due under the "Prevailing Wage Schedule" and any supplements thereto, together with the applicable penalties, such amounts being subtracted from successive progress payments pending a final decision on the violation.

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

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

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

#### **4.46 CONFIDENTIALITY**

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



## **Additional Stipulations**

### **1 Additional Stipulations**

#### **1.1 Introduction**

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

#### **1.2 Contract Administrator**

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

#### **1.3 Time for Performance**

A time frame of thirty-five (35) days (fifteen (15) to substantial completion / twenty (20) to final completion) is given for completion of plans on this bid. This may begin at the time specified by the County within the three hundred sixty-five (365) days of the pricing quoted on this bid, starting on the day of award. The Contractor will be given written notice to begin work on this project. The Work on this project shall begin within five (5) calendar days after such notification.

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

The Contractor will be given written notice to begin work on this project. Work on this project shall begin within five (5) working days after such notification. Failure to begin work within the allotted time will result in liquidated damages being incurred at the rate of \$200 per working day.

## Additional Stipulations - Bid

## 1.4 Performance and Payment Bonds

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

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

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

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

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

## 1.5 Bidder's Bonds

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

## 1.6 Warranty Bonds

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

## Additional Stipulations - Bid

## 1.7 Insurance Requirements

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

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

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

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

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

The following coverage limits shall be required at a minimum:

- |    |  |                        |
|----|--|------------------------|
| A. | Worker's Compensation  | Statutory – Texas Law  |
| B. | Employer's Liability:  |                        |
|    | Bodily Injury by Accident  | \$500,000 Ea. Accident |
|    | Bodily Injury by Disease   | \$500,000 Ea. Employee |
|    | Bodily Injury by Disease   | \$500,000 Policy Limit |
| C. | Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts: |                        |

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

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

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

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

## Additional Stipulations - Bid

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

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

**Workers' Compensation Coverage Requirements**

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

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

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

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

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

## Additional Stipulations - Bid

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

## Additional Stipulations - Bid

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

## Additional Stipulations - Bid

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

## General Notes and Technical Specifications

### Cul-De-Sac Fog Seal

#### **Definition of Terms**

Fog Seal Season: October 1 through June 30.

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

Contractor: Successful bidder of the attached invitation to bid.

Engineer: Williamson County Engineer, or designee.

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

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

TxDOT: Texas Department of Transportation.

Working Day: Monday through Friday (excluding County approved holidays), if weather permits the performance of the contract (as determined by the inspector) for a continuous period of at least 6 hrs. (excluding lunch) between 8:00 A.M. and 5:00 P.M.

#### **General Notes**

All work performed and all products furnished under the provision of the Contract shall comply with requirements which pertain to the various items of work included as *Standard Specifications for Construction of Highways, Streets and Bridges* of the Texas Department of Transportation, adopted November 1, 2014, and as amended and/or updated, which is incorporated herein by reference for all purposes. In the event that any specification set out herein conflicts with the said TxDOT specifications, the specification set out herein shall control and govern.

The Contractor will be given written Notice to Proceed on this project. This fog seal project shall begin within five (5) working days after such notification and shall continue for twenty (20) working days.

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

The Contractor shall arrange the fog seal operation in such a manner as to avoid excessive inconvenience to the public.

Prior to commencing fog seal applications, all cul-de-sac residents shall be informed by the contractor that the application is about to occur and to relocate their vehicles if they anticipate needing to leave their home within the next 3 hours. Contractor shall provide

the County with a background check on all persons the Contractor proposes to utilize in informing residents. No person with convictions, other than traffic violations, on their back ground check will be allowed to inform residents that the fog seal application is about to occur.

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

The Contractor shall not apply a fog seal the day before or on the actual day that a street is to receive garbage, recycling or waste collection. Contractor shall research the applicable garbage, recycling or waste collection schedule for each street prior to bidding.

Contractor shall provide a cul-de-sac by cul-de-sac schedule before any work shall begin.

Contractor shall not apply fog seal to more than 8 cul-de-sacs per crew in one working day.

Contractor shall not fog seal or apply asphaltic material to roadway surface before 9:00 am or after 2:00 pm, unless directed by the Engineer.

The County shall notify abutting property owners twice of upcoming fog seal operations by means of door hangers. The first door hanger will be distributed ten (10) to fourteen (14) days prior to fog seal application, while the second door hanger will be distributed two (2) days prior to fog seal application.

Contractor will coordinate daily with the County for a listing of cul-de-sacs that have received advanced notice of fog seal operations (door hangers). Contractor shall not begin fog seal operations on streets in which no advance notice has been provided to the residents.

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

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

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

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

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

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

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

Contractor's equipment and vehicles shall not be maintained on-site during construction, except at designated maintenance sites as approved by the Inspector.

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

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

Contractor shall provide at least one portable restroom near the work site(s) at all times in order to provide a bathroom to individuals providing work hereunder. Contractor shall monitor and prevent its employees and any of its subcontractors that are providing work on the project from urinating or defecating on property in, on or adjacent to the areas in which work is being performed.

### **ITEM 300 – Asphalts, Oils, and Emulsions**

Contractor shall use a Hard Residue Surface Sealant specialty emulsion for fog seal operations that meet requirements in Special Provision 300-003 (MOD).

### **SPECIAL PROVISION 300-03 (MOD)**

**Article 300.2.5., “Specialty Emulsions.”** Specialty emulsions shall be asphalt-based, must contain a minimum of 10% tire rubber and must meet the requirements of Table 11 or Table 11A.

### **ITEM 315 – Fog Seal**

**315.1. Description.** Apply an emulsified asphalt and water mixture as an aggregate loss preventative or surface seal.

**315.2. Materials.** Use emulsified asphalt of the type and grade shown on the plans that meet the requirements of Item 300, “Asphalts, Oils, and Emulsions.” Provide water free of industrial wastes and other objectionable matter.

Use a quantity of emulsified asphalt in the mixture, expressed as a percentage of total volume, which meets the percentage shown on the plans or as directed. While application rates will be determined in the field, an assumed rate of 0.18 gallons per square yard has been used for estimating purposes.

**315.3. Equipment.** Provide applicable equipment in accordance with Article 316.3, "Equipment." Furnish the necessary facilities and equipment for determining the temperature of the mixture, regulating the application rate, and securing uniformity at the junction of 2 distributor loads.

**315.4. Construction.** Remove or protect existing raised pavement markers. Repair any damage incurred by removal as directed. Remove dirt, dust, or other harmful material; blow dry damp area; mask off manhole cover and water valve cover before sealing. This will be considered subsidiary to Item 315.

Fog seal shall only be applied in the following conditions: Pavement temperature is 60 degrees and rising not to exceed 130 degrees, air temperature is 60 degrees and rising not to exceed 90 degrees, and dew point separation is 15 degrees or more below the air temperature. Measure the air temperature in the shade away from artificial heat. The Engineer will determine when weather conditions are suitable for application.

Application of the fog seal should be conducted using the distributor spray bars and nozzles to the extent possible. Except where absolutely necessary, hand or wand work shall not be utilized.

The Engineer will select the application temperature within the limits recommended in Item 300, "Asphalts, Oils, and Emulsions." Apply the material within 15°F of the selected temperature.

Use paper or other approved material at beginning and end of each shot to construct a straight transverse joint and prevent overlapping applied material.

Use sufficient pressure to flare the nozzles fully.

Distribute material at the rate shown on the plans or as directed. While application rates will be determined in the field, an assumed rate of 0.18 gallons per square yard has been used for estimating purposes.

Do not apply asphalt to the roadway until traffic control methods and devices are in place as shown on the plans or as directed. Do not open the treated surface to traffic until directed by the Engineer. When an excessive quantity of asphalt is applied, furnish and uniformly distribute clean, fine sand on the surface to blot the excess. Maintain ingress and egress as directed by applying sand to freshly sealed areas.

**315.5. Measurement.** This Item will be measured by the gallon of specialty emulsified asphalt used in the specialty emulsified asphalt and water mixture.

**315.6. Payment.** The work performed and the materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Fog Seal" of the type and grade specified. This price is full compensation for materials, equipment, labor, tools, and incidentals. Blotter sand will not be paid for directly but will be subsidiary to this Item.

## **ITEM 316 – Surface Treatments**

### **316.3. Equipment.**

**A. Distributor.** Furnish a distributor that will apply the asphalt material uniformly at the specified rate or as directed. Stop application if asphalt application is not uniform due to streaking, ridging, formation of excess asphalt, or inability of asphalt to remain at applied location. Verify equipment condition, operating procedures, application temperature, and material properties. Determine and correct the cause for non-uniform application. If the cause is high or low viscosity of the emulsion, no further asphalt application will occur until material meeting the contract specifications is provided.

The Engineer may stop asphalt application and require test strips at the Contractor's expense if any of the following occurs: 1) non-uniformity continues after corrective action, 2) on three consecutive shots, application rate differs by more than 0.02 gallons per square yard from the desired rate, or 3) any shot differs by more than 0.04 gallons per square yard from the desired rate.

**1. Transverse Variance Rate.** When a transverse variance rate is shown on the plans, ensure that the nozzles outside the wheel paths will output a predetermined percentage more of asphalt material by volume than the nozzles over the wheel paths.

### **2. Calibration.**

**a. Transverse Distribution.** Furnish a distributor test report, no more than 1 yr. old, documenting that the variation in output for individual nozzles of the same size does not exceed 10% when tested at the greatest shot width in accordance with Tex-922-K, Part III.

Include the following documentation on the test report:

- the serial number of the distributor,
- a method that identifies the actual nozzle set used in the test, and
- the fan width of the nozzle set at a 12-in. bar height.

When a transverse variance rate is required, perform the test using the type and grade of asphalt material to be used on the project. The Engineer may verify the transverse rate and distribution at any time. If verification does not meet the requirements, correct deficiencies and furnish a new

test report.

- b. Tank Volume.** Furnish a volumetric calibration and strap stick for the distributor tank in accordance with Tex-922-K, Part I.

Calibrate the distributor within the previous 5 years of the date first used on the project. The Engineer may verify calibration accuracy in accordance with Tex-922-K, Part II.

### **ITEM 502 Barricades, Signs, and Traffic Handling**

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

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

The driveway(s) for each residence in the cul-de-sac shall have cones or TY III barricades placed to remind residents of the fog seal work.

Contractor shall assign at least one competent employee to each cul-de-sac that has received a fog seal application but has not yet been opened to traffic. This employee will ensure that traffic does not drive on the non-cured fog seal.

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

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

The Contractor will be required to maintain a minimum of one through lane in each direction during daylight hours, on all roadways, except with written approval by the Inspector. Two lane roadways shall use single lane traffic control, which will require the use of flagmen. This shall not be paid for directly, but shall be considered subsidiary to Bid Item emulsified fog seal.

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

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

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

**WILLIAMSON COUNTY**  
GOVERNING SPECIFICATIONS

(STANDARD SPECIFICATIONS, SPECIAL PROVISIONS, AND SPECIAL SPECIFICATIONS)

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

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

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

( ) REFERENCE ITEMS USED ON THIS CONTRACT

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

ITEM 315	FOG SEAL (300)(316)
ITEM 500	MOBILIZATION
ITEM 502	BARRICADES, SIGNS AND TRAFFIC HANDLING
ITEM 662	WORK ZONE PAVEMENT MARKINGS
ITEM 666	REFLECTORIZED PAVEMENT MARKINGS (678)

SPECIAL PROVISIONS: THE CONTENT OF THE SPECIAL PROVISIONS ARE INCLUDED ON THE FOLLOWING PAGES:

SPECIAL PROVISION TO ITEM 300	(300---003) (MOD)
SPECIAL PROVISION TO ITEM 300	(300---009)

300-003

## Special Provision to Item 300 Asphalts, Oils, and Emulsions



For this project, Item 300, "Asphalts, Oils, and Emulsions," of the Standard Specifications, is hereby amended with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

**Section 300.2.5., "Specialty Emulsions."** The first sentence is voided and replaced with the following:

Specialty emulsions may be either asphalt-based or resin-based and must meet the requirements of Table 11 or Table 11A.

**Section 300.2.5., "Specialty Emulsions,"** is supplemented by the following:

**Table 11A  
Hard Residue Surface Sealant**

Property	Test Procedure	Min	Max
Viscosity, Krebs unit, 77°F, Krebs units	D 562	45	75
Softening point, °F	T 53 <sup>1</sup>	250	--
Uniformity	D 2939	Pass <sup>2</sup>	
Resistance to heat	D 2939	Pass <sup>3</sup>	
Resistance to water	D 2939	Pass <sup>4</sup>	
Wet flow, mm	D 2939	--	0
Resistance to Kerosene (optional) <sup>5</sup>	D 2939	Pass <sup>6</sup>	
Ultraviolet exposure, UVA-340, 0.77 W/m <sup>2</sup> , 50°C chamber, 8 hours UV lamp, 5 min spray, 3 hours 55 minutes condensation, 1000 hr total exposure <sup>7</sup>	G 154	Pass <sup>8</sup>	
Abrasion loss, 1.6 mm thickness, liquid only, %	ISSA TB-100	--	1.0
Residue by evaporation, % by weight	D 2939	33	--
Tests on residue from evaporation:			
Penetration, 77°F, 100 g, 5 sec.	T 49	15	30
Flash point, Cleveland open cup, °F	T 48	500	
Tests on base asphalt before emulsification			
Solubility in trichloroethylene, %	T 44	98	--

1. Cure the emulsion in the softening point ring in a 200°F ± 5°F oven for 2 hr.
2. Product shall be homogenous and show no separation or coagulation that cannot be overcome by moderate stirring.
3. No sagging or slippage of film beyond the initial reference line.
4. No blistering or re-emulsification.
5. Recommended for airport applications or where fuel resistance is desired.
6. No absorption of Kerosene into the clay tile past the sealer film. Note sealer surface condition and loss of adhesion.
7. Other exposure cycles with similar levels of irradiation and conditions may be used with Department approval.
8. No cracking, chipping, surface distortion, or loss of adhesion. No color fading or lightening.

300-003 (MOD)

## Special Provision to Item 300

### Asphalts, Oils, and Emulsions



For this project, Item 300, "Asphalts, Oils, and Emulsions," of the Standard Specifications, is hereby amended with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

**Section 300.2.5., "Specialty Emulsions."** The first sentence is voided and replaced with the following:

Specialty emulsions shall be either asphalt-based, and must contain a minimum of 10% tire rubber and must meet the requirements of Table 11 or Table 11A.

**Section 300.2.5., "Specialty Emulsions,"** is supplemented by the following:

**Table 11A**  
**Hard Residue Surface Sealant**

Property	Test Procedure	Min	Max
Viscosity, Krebs unit, 77°F, Krebs units	D 562	45	75
Softening point, °F	T 53 <sup>1</sup>	250	--
Uniformity	D 2939	Pass <sup>2</sup>	
Resistance to heat	D 2939	Pass <sup>3</sup>	
Resistance to water	D 2939	Pass <sup>4</sup>	
Wet flow, mm	D 2939	--	0
Resistance to Kerosene (optional) <sup>5</sup>	D 2939	Pass <sup>6</sup>	
Ultraviolet exposure, UVA-340, 0.77 W/m <sup>2</sup> , 50°C chamber, 8 hours UV lamp, 5 min spray, 3 hours 55 minutes condensation, 1000 hr total exposure <sup>7</sup>	G 154	Pass <sup>8</sup>	
Abrasion loss, 1.6 mm thickness, liquid only, %	ISSA TB-100	--	1.0
Residue by evaporation, % by weight	D 2939	33	--
Tests on residue from evaporation:			
Penetration, 77°F, 100 g, 5 sec.	T 49	15	30
Flash point, Cleveland open cup, °F	T 48	500	
Tests on base asphalt before emulsification			
Solubility in trichloroethylene, %	T 44	98	--

1. Cure the emulsion in the softening point ring in a 200°F ± 5°F oven for 2 hr.
2. Product shall be homogenous and show no separation or coagulation that cannot be overcome by moderate stirring.
3. No sagging or slippage of film beyond the initial reference line.
4. No blistering or re-emulsification.
5. Recommended for airport applications or where fuel resistance is desired.
6. No absorption of Kerosene into the clay tile past the sealer film. Note sealer surface condition and loss of adhesion.
7. Other exposure cycles with similar levels of irradiation and conditions may be used with Department approval.
8. No cracking, chipping, surface distortion, or loss of adhesion. No color fading or lightening.

300-009

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## Special Provision to Item 300

### Asphalts, Oils, and Emulsions

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Item 300, "Asphalts, Oils, and Emulsions," of the Standard Specifications is amended with respect to the clauses cited below. No other clauses or requirements of this Item are waived or changed.

**Article 300.2., "Materials."** The first paragraph is voided and replaced by the following.

Provide asphalt materials that meet the stated requirements when tested in accordance with the referenced Department, AASHTO, and ASTM test methods. Use asphalt containing recycled materials only if the recycled components meet the requirements of Article 6.9, "Recycled Materials." Provide asphalt materials that the Department has preapproved for use in accordance with Tex-545-C, "Asphalt Binder Quality Program."

Inform the Department of all additives or modifiers included in the asphalt binder as part of the facility quality plan, as required by Tex-545-C, "Asphalt Binder Quality Program," and provide that information to Department personnel. The Department reserves the right to prohibit the use of any asphalt additive or modifier.

**Section 300.2.10. "Performance-Graded Binders,"** is supplemented by the following:

Limit the use of polyphosphoric acid to no more than 0.5% by weight of the asphalt binder.

Limit the use of re-refined engine oil bottoms to no more than 5.0% by weight of the asphalt binder.




Subdivision	Road Name	SQ Yards	Culdesac
Brushy Creek	Great Oaks Cv	667.19	Y
Brushy Creek	Neenah Oak Loop	614.29	N
Brushy Creek	Powder Horn Cv	539.68	Y
Brushy Creek	Powder Horn Dr	670	Y
Brushy Creek	Powder Horn Dr	521.07	N
Brushy Creek	Rolling Hill	324.38	Y
Brushy Creek	Stoney Brook	305.5	Y
Brushy Creek	Hillside Cv	633.86	Y
Brushy Creek North	Deer Tract	670	Y
Brushy Creek North	Double Tree	566.12	Y
Brushy Creek North	Live Oak St	649.78	Y
Brushy Creek North	Live Oak St	620	N
Brushy Creek North	Oak Bend Cv	578.36	Y
Brushy Creek Village	Pocono Cv	636.67	Y
Brushy Creek Village	Shattuck Cv	568.05	Y
Brushy Creek Village	Village Oak Loop	603.37	N
Brushy Creek Village	Village Oak Loop	385.75	N
Brushy Creek Village	Village Oak Loop	641.12	N
Brushy Creek Village	Whitebrush Loop	338.67	N
Brushy Creek Village	Whitebrush Loop	703.96	N
Brushy Creek Village	Whitebrush Loop	845.35	N
Corners of Brushy Creek	Dark Ln	700	Y
Great Oaks	Whispering Oaks Ln	1179.57	Y
Meadows of Brushy Creek	Braesgate Cv	626.62	Y
Meadows of Brushy Creek	BrimStone Ln	500	Y
Meadows of Brushy Creek	BrimStone Ln	556.39	Y
Meadows of Brushy Creek	BrimStone Ln	697.18	N
Meadows of Brushy Creek	Brushygate Cv	534.84	Y
Meadows of Brushy Creek	Calloway Cv	562.31	Y
Meadows of Brushy Creek	Dorman Cv	571.67	Y
Meadows of Brushy Creek	Ficke Cv	551.87	Y
Meadows of Brushy Creek	Fritsch Cv	580.89	Y
Meadows of Brushy Creek	Grape Cv	648.28	Y
Meadows of Brushy Creek	Grape Cv	661.45	Y
Meadows of Brushy Creek	Jade Dr	430	Y
Meadows of Brushy Creek	Halder Cv	557.23	Y
Meadows of Brushy Creek	Joachim Ln	1071.32	Y
Meadows of Brushy Creek	Lounsbury PL	932.06	Y
Meadows of Brushy Creek	Marthas Cv	555.6	Y
Meadows of Brushy Creek	Mickey Dr	517.8	Y
Meadows of Brushy Creek	Neenah Ave	479.46	Y
Meadows of Brushy Creek	Paralee Cv	512.25	Y
Meadows of Brushy Creek	Paralee Cv	1273.72	Y
Meadows of Brushy Creek	Pepper Rock Cv	550.47	Y
Meadows of Brushy Creek	Perch Cv	571.01	Y
Meadows of Brushy Creek	Pocono Dr	547.46	Y
Meadows of Brushy Creek	Ruel Cv	623.29	Y
Meadows of Brushy Creek	RuStic Cv	561.79	Y
Meadows of Brushy Creek	Sandpoint Cv	605.43	Y
Meadows of Brushy Creek	SharpStone Trl	567.66	Y
Meadows of Brushy Creek	Spearhead Cv	556.3	Y
Meadows of Brushy Creek	Splitarrow Dr	621.69	Y
Meadows of Brushy Creek	Thundercloud Cv	554.63	Y
Meadows of Brushy Creek	W Dorman Dr	600	N
Meadows of Brushy Creek	White Creek Cv	535.34	Y

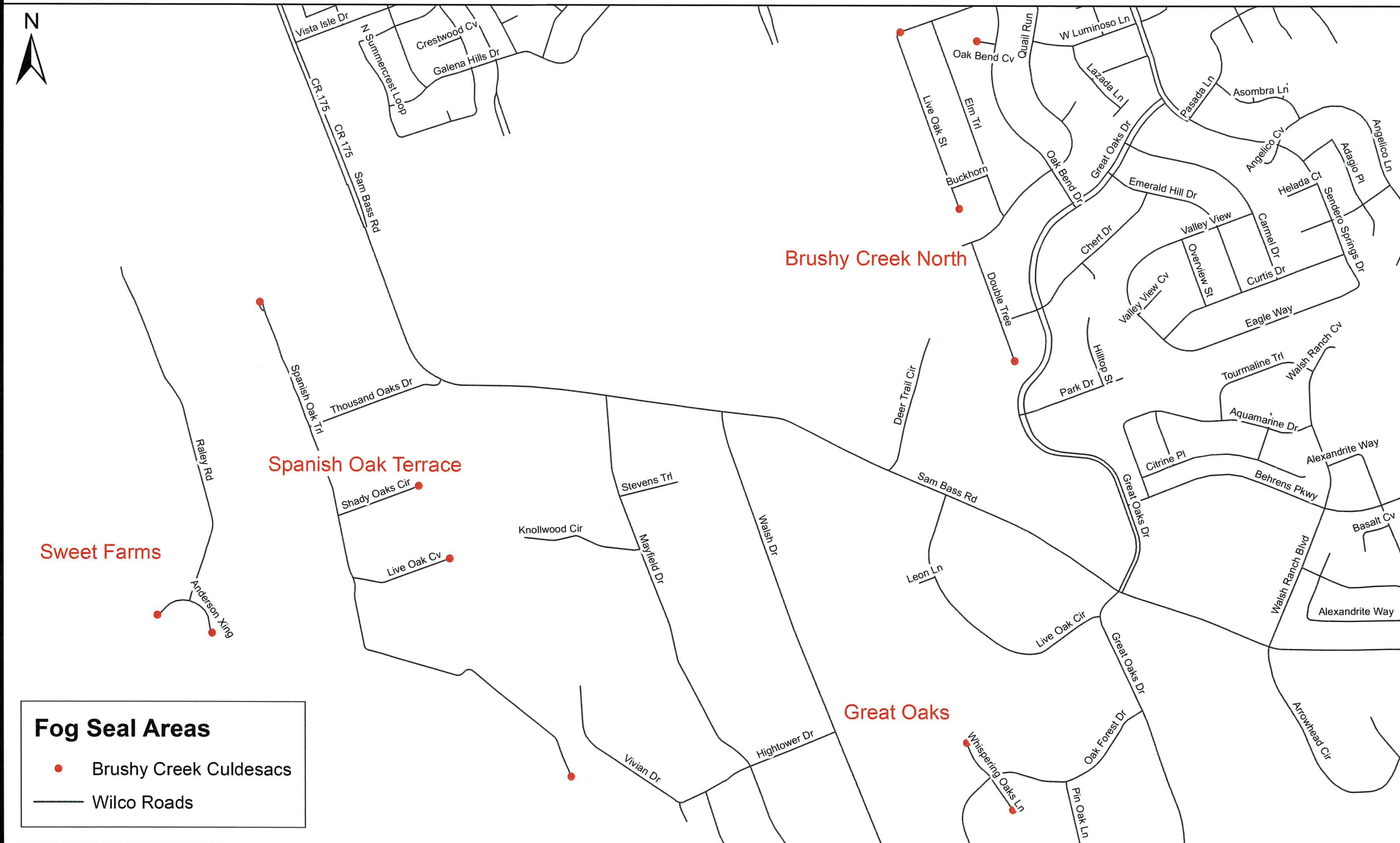
Subdivision	Road Name	SQ Yards	Culdesac
Oak Brook	Alderwood Cv	575.7	Y
Oak Brook	Bladen Springs Cv	548.24	Y
Oak Brook	BoRden Springs Cv	1003.74	Y
Oak Brook	Bunkerhill Cv	632.03	Y
Oak Brook	Cessna Ln	588.34	Y
Oak Brook	Chadwood Ct	885.81	Y
Oak Brook	Conway Springs Ct	584.34	Y
Oak Brook	Conway Springs Ct	857.12	Y
Oak Brook	Corbin Creek Cv	895.11	Y
Oak Brook	Cottage Grove Pass	579.43	Y
Oak Brook	Crescent Heights Trl	879.83	Y
Oak Brook	Graceland Trl	876.48	Y
Oak Brook	Hargis Creek Trl	557.66	Y
Oak Brook	Manitou Springs Ct	579.01	Y
Oak Brook	Manitou Springs Ln	882.2	Y
Oak Brook	Morgan Hill Trl	840	Y
Oak Brook	N Chesapeake Bay Ln	571.22	Y
Oak Brook	N Kettleman Ln	878.85	Y
Oak Brook	Pagosa Springs Ct	907.05	Y
Oak Brook	PearlStone Cv	883	Y
Oak Brook	Poncho Springs Ln	885.59	Y
Oak Brook	Poncho Springs Ln	552.49	N
Oak Brook	Recreation Ct	641.97	Y
Oak Brook	Ruskin Pass	896.56	Y
Oak Brook	S Chesapeake Bay Ln	560.28	Y
Oak Brook	S Kettleman Ln	553.11	Y
Oak Brook	Slate Creek Ct	572.74	Y
Oak Brook	Slate Creek Trl	571.59	Y
Oak Brook	Softcloud Cv	578.21	Y
Oak Brook	Squaw Valley Ln	367.14	Y
Oak Brook	Squaw Valley Ln	663.31	N
Oak Brook	Sutterville Cv	577	Y
Oak Brook	Tidewater Cv	572.17	Y
Oak Brook	Trowbridge Cv	858.34	Y
Oak Brook	Warm Breeze Cv	602.16	Y
Oak Brook	Warm MiSt Cv	607.38	Y
Oak Brook	Warm Moon Cv	564.2	Y
Spanish Oak Terrace	Live Oak Cv	450.59	Y
Spanish Oak Terrace	Shady Oaks Cir	477.06	Y
Spanish Oak Terrace	Spanish Oak Trl	520	Y
Spanish Oak Terrace	Spanish Oak Trl	600	Y
Sweet Farms	Anderson Xing	454.38	Y
Sweet Farms	Anderson Xing	454.38	Y
Woods of Brushy Creek	Arla Cv	669.84	Y
Woods of Brushy Creek	Caledonia Dr	583.5	N
Woods of Brushy Creek	Cambria Cv	569.07	Y
Woods of Brushy Creek	Chatham Wood Dr	571.26	Y
Woods of Brushy Creek	Cornerwood Ct	549.87	Y
Woods of Brushy Creek	Currier Cv	547.13	Y
Woods of Brushy Creek	De Peer Ave	792.07	N


Subdivision	Road Name	SQ Yards	Culdesac
Woods of Brushy Creek	De Peer Cv	569.52	Y
Woods of Brushy Creek	Delavan Cv	703.86	Y
Woods of Brushy Creek	Delavan Cv	549.5	Y
Woods of Brushy Creek	Fennimore Cv	636.58	Y
Woods of Brushy Creek	Foxboro Ct	566.3	Y
Woods of Brushy Creek	Garrison Cir	636.17	N
Woods of Brushy Creek	Garrison Cir	571.21	N
Woods of Brushy Creek	GuStine Cv	917.6	Y
Woods of Brushy Creek	Hamden Cir	570.19	N
Woods of Brushy Creek	Hilcroft Cv	564.87	Y
Woods of Brushy Creek	Iola Cv	559.91	Y
Woods of Brushy Creek	Ken Aaron Ct	540.5	Y
Woods of Brushy Creek	Ken Aaron Ct	650.05	Y
Woods of Brushy Creek	Laona Cv	570.91	Y
Woods of Brushy Creek	Lecompte Rd	516.39	N
Woods of Brushy Creek	Mendota Cv	650.63	Y
Woods of Brushy Creek	Monona Cv	553.34	Y
Woods of Brushy Creek	Montoya Cv	706.45	Y
Woods of Brushy Creek	Neenah Cv	562.19	Y
Woods of Brushy Creek	Oconto Dr	516.16	Y
Woods of Brushy Creek	Omro Cv	651.49	Y
Woods of Brushy Creek	Osseo Cv	546.3	Y
Woods of Brushy Creek	Pompano Cv	624.26	Y
Woods of Brushy Creek	Portage Cv	574.81	Y
Woods of Brushy Creek	Potosi Cv	642.17	Y
Woods of Brushy Creek	Potosi Cv	650	Y
Woods of Brushy Creek	Poynette PL	629.45	Y
Woods of Brushy Creek	Racine Cv	555.46	Y
Woods of Brushy Creek	Racine Trl	639.23	N
Woods of Brushy Creek	Racine Trl	617.74	N
Woods of Brushy Creek	Ripon Cv	664.99	Y
Woods of Brushy Creek	StaffoRdshire Ln	633	N
Woods of Brushy Creek	Tomah Dr	621.65	Y
Woods of Brushy Creek	Two Rivers Cv	587.57	Y
Woods of Brushy Creek	Wilmont Cv	561.1	Y
Woods of Brushy Creek	Woodhall Cv	559.86	Y
<b>Total SQ. Yards</b>		<b>88419</b>	



NO.	REVISION	BY	DATE
 <b>WILLIAMSON COUNTY</b> DEPT. OF <b>WILLIAMSON COUNTY</b> INFRASTRUCTURE 1848			
FY18 SUBDIVISION CUL-DE-SAC FOG SEAL			
Designed:	AHB	3151 S.E. INNER LOOP, SUITE B	
Checked:	KOK	GEORGETOWN, TEXAS 78626	
Drawn:	AHB	943-3330	
Checked:	KOK	www.wilco.org	

Subdivision	Road Name	SQ Yards
Brushy Creek North	Deer Tract	670
Brushy Creek North	Double Tree	566.12
Brushy Creek North	Live Oak St	649.78
Brushy Creek North	Live Oak St	620
Brushy Creek North	Oak Bend Cv	578.36
Great Oaks	Whispering Oaks Ln	1179.57
Spanish Oak Terrace	Live Oak Cv	450.59
Spanish Oak Terrace	Shady Oaks Cir	477.06
Spanish Oak Terrace	Spanish Oak Trl	520
Spanish Oak Terrace	Spanish Oak Trl	600
Sweet Farms	Anderson Xing	454.38
Sweet Farms	Anderson Xing	454.38
	<b>Total SQ. Yards =</b>	<b>7220.24</b>

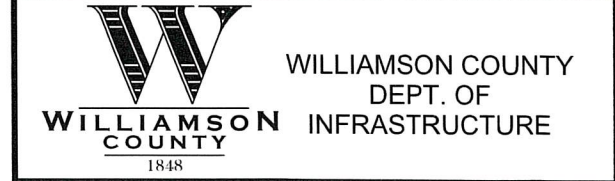


NO.	REVISION	BY	DATE
 <b>WILLIAMSON COUNTY</b> 1848 WILLIAMSON COUNTY DEPT. OF INFRASTRUCTURE			
FY18 SUBDIVISION CUL-DE-SAC FOG SEAL			
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Subdivision	Road Name	SQ Yards
Brushy Creek	Great Oaks Cv	667.19
Brushy Creek	Hillside Cv	633.86
Brushy Creek	Powder Horn Cv	539.68
Brushy Creek	Powder Horn Dr	670
Brushy Creek	Powder Horn Dr	521.07
Brushy Creek	Rolling Hill	324.38
Brushy Creek	Stoney Brook	305.5
Brushy Creek Village	Pocono Cv	636.67
Brushy Creek Village	Village Oak Loop	385.75
Brushy Creek Village	Village Oak Loop	641.12
Brushy Creek Village	Whitebrush Loop	845.35
Oak Brook	Alderwood Cv	575.7
Oak Brook	Bladen Springs Cv	548.24
Oak Brook	BoRden Springs Cv	1003.74
Oak Brook	Bunkerhill Cv	632.03
Oak Brook	Cessna Ln	588.34
Oak Brook	Chadwood Ct	885.81
Oak Brook	Conway Springs Ct	584.34
Oak Brook	Conway Springs Ct	857.12
Oak Brook	Cottage Grove Pass	579.43
Oak Brook	Crescent Heights Trl	879.83
Oak Brook	Graceland Trl	876.48
Oak Brook	Hargis Creek Trl	557.66
Oak Brook	Manitou Springs Ct	579.01
Oak Brook	Manitou Springs Ln	882.2
Oak Brook	N Chesapeake Bay Ln	571.22
Oak Brook	N Kettleman Ln	878.85
Oak Brook	Pagosa Springs Ct	907.05
Oak Brook	PearlStone Cv	883
Oak Brook	Poncho Springs Ln	885.59
Oak Brook	Poncho Springs Ln	552.49
Oak Brook	Recreation Ct	641.97
Oak Brook	Ruskin Pass	896.56
Oak Brook	S Chesapeake Bay Ln	560.28
Oak Brook	S Kettleman Ln	553.11
Oak Brook	Slate Creek Trl	571.59
Oak Brook	Softcloud Cv	578.21
Oak Brook	Squaw Valley Ln	367.14
Oak Brook	Squaw Valley Ln	663.31
Oak Brook	Sutterville Cv	577
Oak Brook	Tidewater Cv	572.17
Oak Brook	Trowbridge Cv	858.34
Oak Brook	Warm Breeze Cv	602.16
Oak Brook	Warm MiSt Cv	607.38
Oak Brook	Warm Moon Cv	564.2
Oak Brook	Total SQ. Yards =	29492.12

NO.	REVISION	BY	DATE



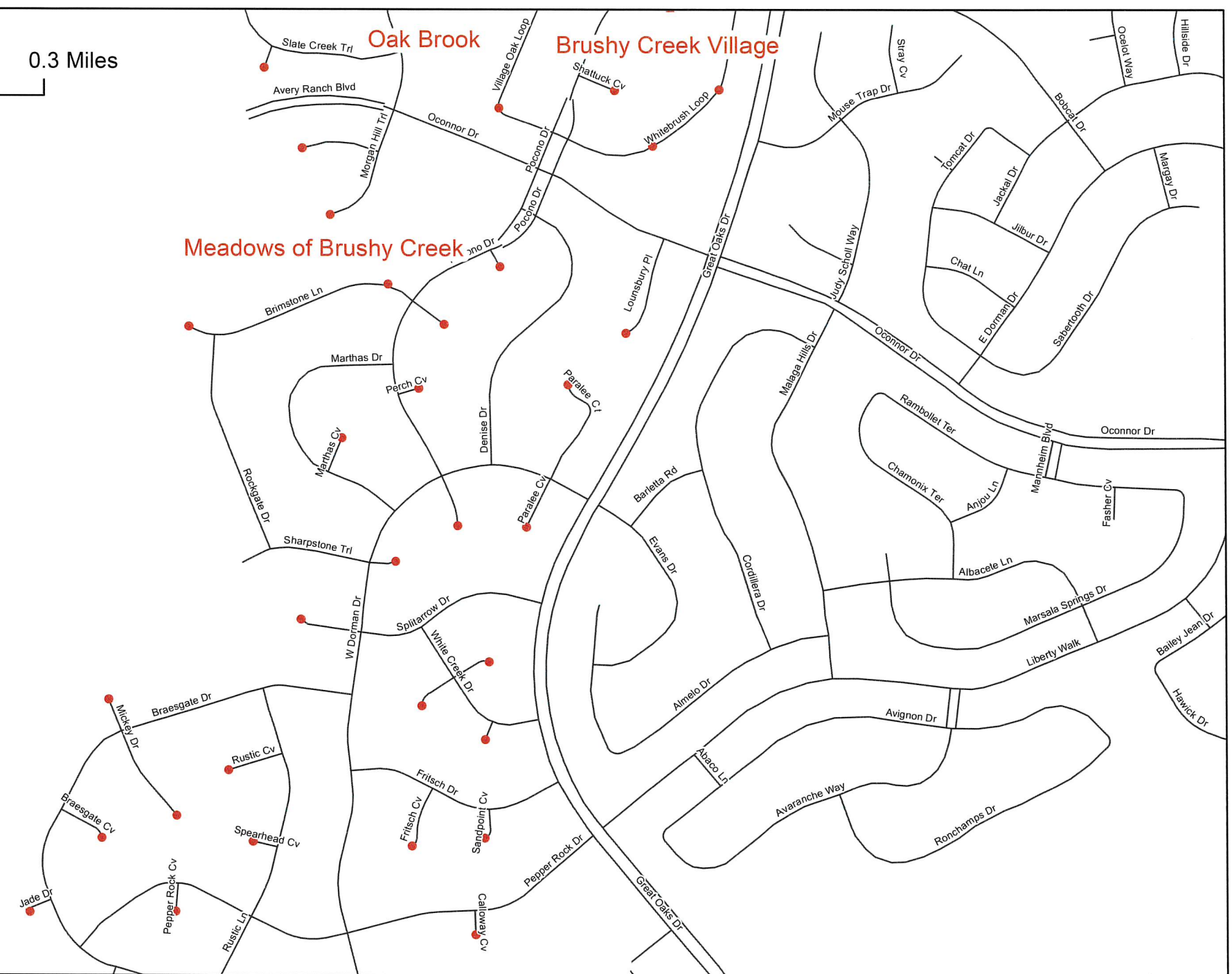
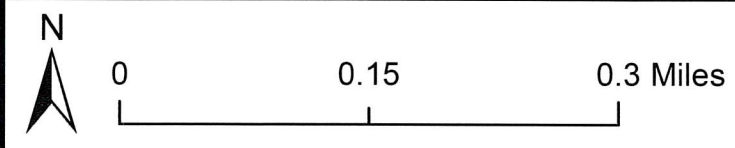
FY18 SUBDIVISION  
CUL-DE-SAC FOG SEAL

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Subdivision	Road Name	SQ Yards
Brushy Creek Village	Shattuck Cv	568.05
Brushy Creek Village	Village Oak Loop	603.37
Brushy Creek Village	Whitebrush Loop	338.67
Brushy Creek Village	Whitebrush Loop	703.96
Meadows of Brushy Creek	Braesgate Cv	626.62
Meadows of Brushy Creek	BrimStone Ln	500
Meadows of Brushy Creek	BrimStone Ln	556.39
Meadows of Brushy Creek	BrimStone Ln	697.18
Meadows of Brushy Creek	Brushygate Cv	534.84
Meadows of Brushy Creek	Calloway Cv	562.31
Meadows of Brushy Creek	Fritsch Cv	580.89
Meadows of Brushy Creek	Grape Cv	648.28
Meadows of Brushy Creek	Grape Cv	661.45
Meadows of Brushy Creek	Jade Dr	430
Meadows of Brushy Creek	Lounsbury PL	932.06
Meadows of Brushy Creek	Marthas Cv	555.6
Meadows of Brushy Creek	Mickey Dr	517.8
Meadows of Brushy Creek	Paralee Cv	512.25
Meadows of Brushy Creek	Paralee Cv	1273.72
Meadows of Brushy Creek	Pepper Rock Cv	550.47
Meadows of Brushy Creek	Perch Cv	571.01
Meadows of Brushy Creek	Pocono Dr	547.46
Meadows of Brushy Creek	Rustic Cv	561.79
Meadows of Brushy Creek	Sandpoint Cv	605.43
Meadows of Brushy Creek	SharpStone Trl	567.66
Meadows of Brushy Creek	Spearhead Cv	556.3
Meadows of Brushy Creek	Splitarrow Dr	621.69
Meadows of Brushy Creek	White Creek Cv	535.34
Oak Brook	Corbin Creek Cv	895.11
Oak Brook	Morgan Hill Trl	840
Oak Brook	Slate Creek Ct	572.74
Total SQ. Yards =		19228.44

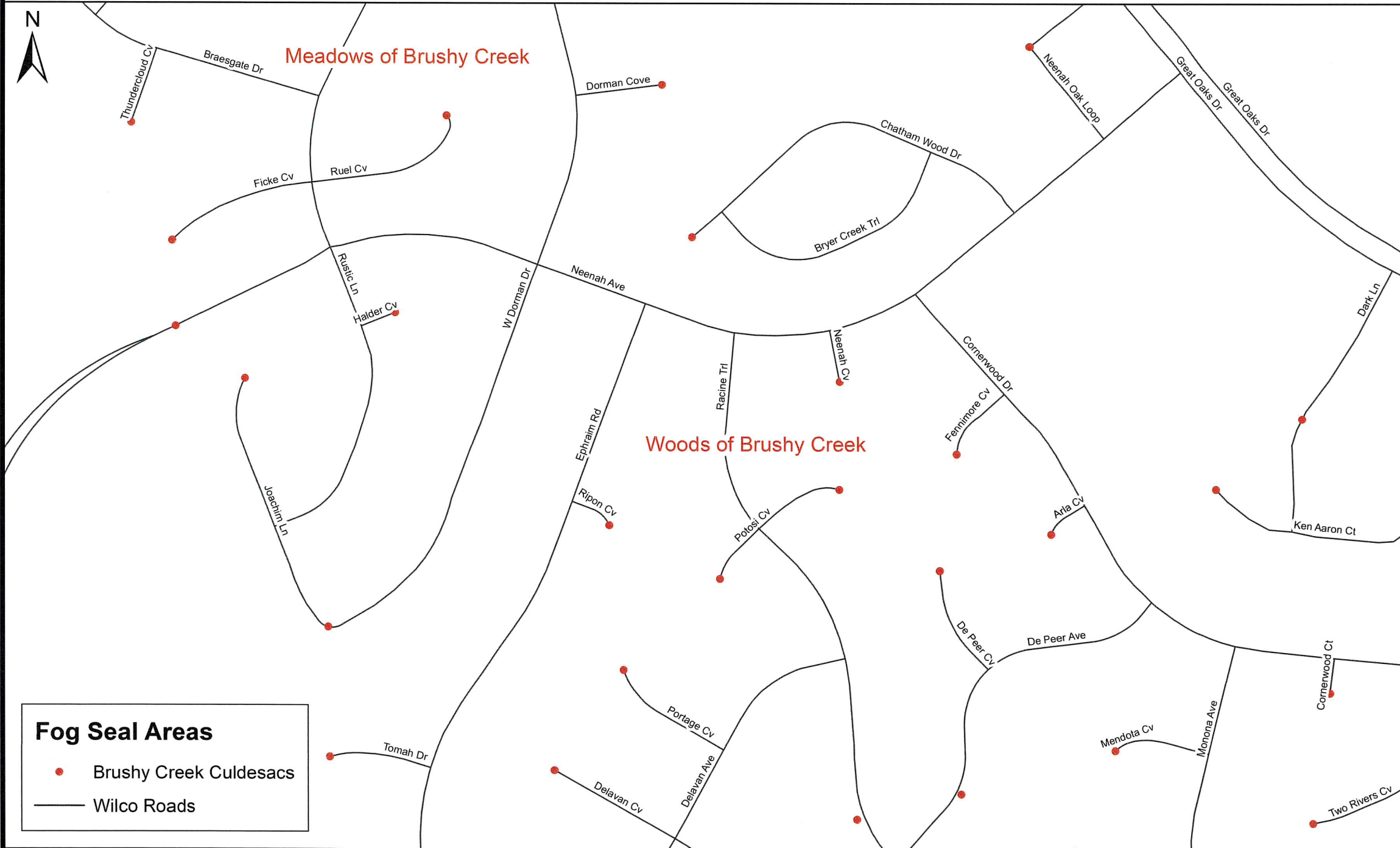


**Fog Seal Areas**

- Brushy Creek Culdesacs
- Wilco Roads




NO.	REVISION	BY	DATE
 <b>WILLIAMSON COUNTY</b> DEPT. OF INFRASTRUCTURE 1848			
FY18 SUBDIVISION CUL-DE-SAC FOG SEAL			
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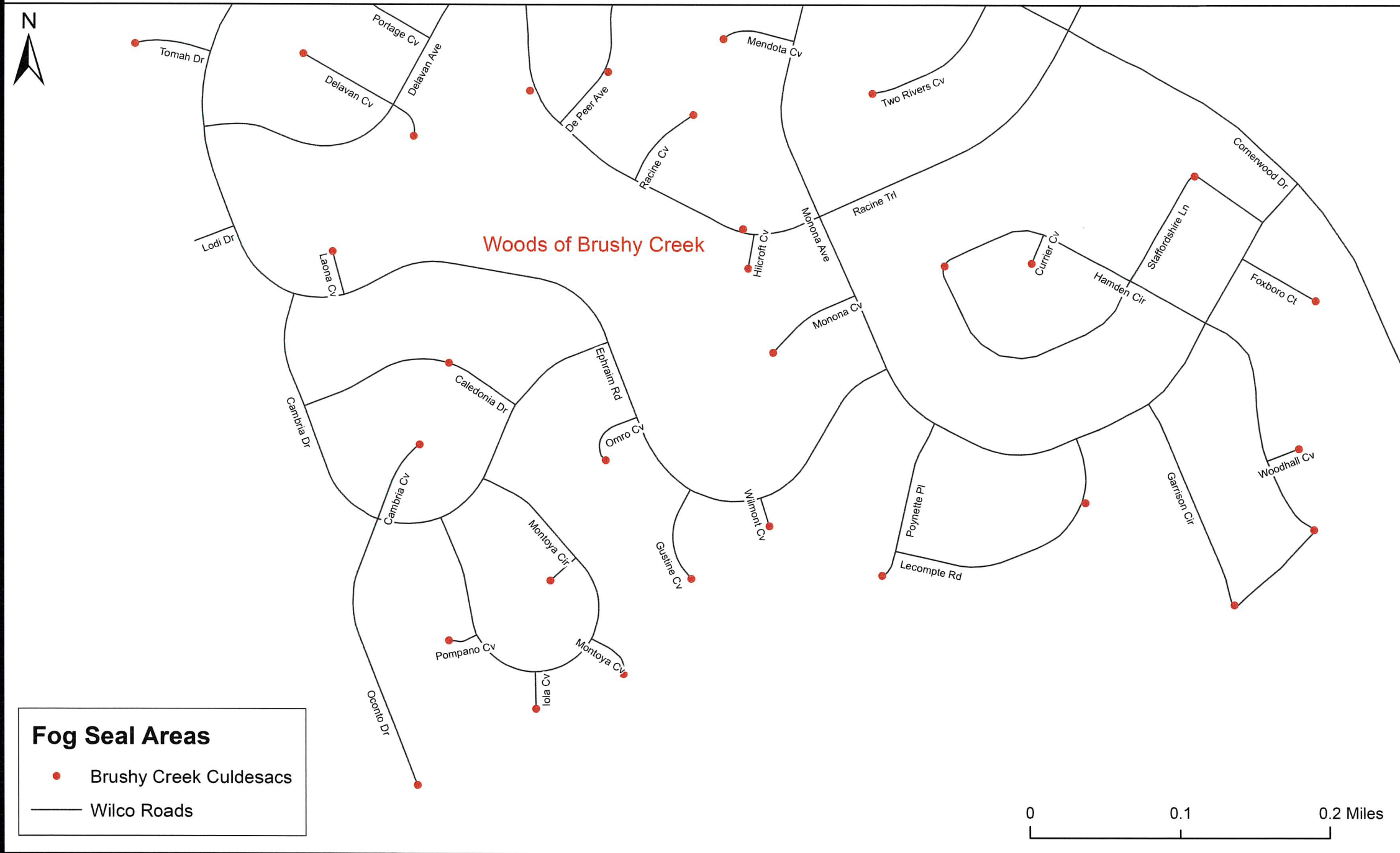
Subdivision	Road Name	SQ Yards
Brushy Creek	Neenah Oak Loop	614.29
Corners of Brushy Creek	Dark Ln	700
Meadows of Brushy Creek	Dorman Cv	571.67
Meadows of Brushy Creek	Ficke Cv	551.87
Meadows of Brushy Creek	Halder Cv	557.23
Meadows of Brushy Creek	Joachim Ln	1071.32
Meadows of Brushy Creek	Neenah Ave	479.46
Meadows of Brushy Creek	Ruel Cv	623.29
Meadows of Brushy Creek	Thundercloud Cv	554.63
Meadows of Brushy Creek	W Dorman Dr	600
Woods of Brushy Creek	Arla Cv	669.84
Woods of Brushy Creek	Chatham Wood Dr	571.26
Woods of Brushy Creek	Cornerwood Ct	549.87
Woods of Brushy Creek	De Peer Ave	792.07
Woods of Brushy Creek	De Peer Cv	569.52
Woods of Brushy Creek	Delavan Cv	549.5
Woods of Brushy Creek	Fennimore Cv	636.58
Woods of Brushy Creek	Ken Aaron Ct	540.5
Woods of Brushy Creek	Ken Aaron Ct	650.05
Woods of Brushy Creek	Mendota Cv	650.63
Woods of Brushy Creek	Neenah Cv	562.19
Woods of Brushy Creek	Portage Cv	574.81
Woods of Brushy Creek	Potosi Cv	642.17
Woods of Brushy Creek	Potosi Cv	650
Woods of Brushy Creek	Racine Trl	639.23
Woods of Brushy Creek	Ripon Cv	664.99
Woods of Brushy Creek	Tomah Dr	621.65
Woods of Brushy Creek	Two Rivers Cv	587.57
Total SQ. Yards =		17446.19




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FY18 SUBDIVISION CUL-DE-SAC FOG SEAL			
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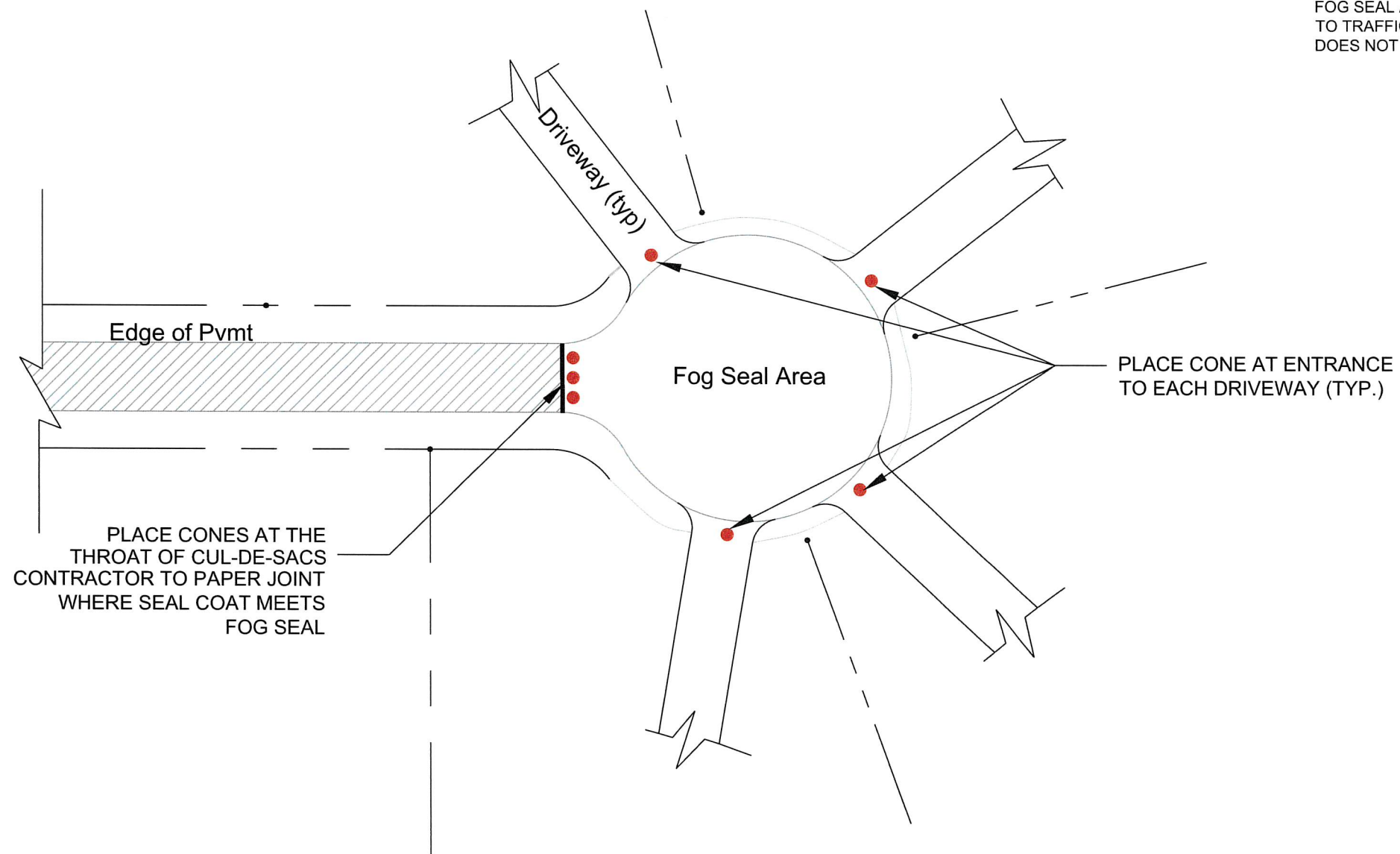
Subdivision	Road Name	SQ Yards
Woods of Brushy Creek	Caledonia Dr	583.5
Woods of Brushy Creek	Cambria Cv	569.07
Woods of Brushy Creek	Currier Cv	547.13
Woods of Brushy Creek	Delavan Cv	703.86
Woods of Brushy Creek	Foxboro Ct	566.3
Woods of Brushy Creek	Garrison Cir	636.17
Woods of Brushy Creek	Garrison Cir	571.21
Woods of Brushy Creek	GuStine Cv	917.6
Woods of Brushy Creek	Hamden Cir	570.19
Woods of Brushy Creek	Hilcroft Cv	564.87
Woods of Brushy Creek	Iola Cv	559.91
Woods of Brushy Creek	Laona Cv	570.91
Woods of Brushy Creek	Lecompte Rd	516.39
Woods of Brushy Creek	Monona Cv	553.34
Woods of Brushy Creek	Montoya Cv	706.45
Woods of Brushy Creek	Oconto Dr	516.16
Woods of Brushy Creek	Omro Cv	651.49
Woods of Brushy Creek	Osseo Cv	546.3
Woods of Brushy Creek	Pompano Cv	624.26
Woods of Brushy Creek	Poynette PL	629.45
Woods of Brushy Creek	Racine Cv	555.46
Woods of Brushy Creek	Racine Trl	617.74
Woods of Brushy Creek	Staffordshire Ln	633
Woods of Brushy Creek	Wilmont Cv	561.1
Woods of Brushy Creek	Woodhall Cv	559.86
	<b>Total SQ. Yards =</b>	<b>15031.72</b>



NO.	REVISION	BY	DATE
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FY18 SUBDIVISION CUL-DE-SAC FOG SEAL			
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NOTES:

1. THE DRIVEWAY(S) FOR EACH RESIDENCE IN THE CUL-DE-SAC SHALL HAVE CONES OR TY III BARRICADES PLACED TO REMIND RESIDENTS OF THE FOG SEAL WORK.
2. CONTRACTOR SHALL ASSIGN AT LEAST ONE COMPETENT EMPLOYEE TO EACH CUL-DE-SAC THAT HAS RECEIVED A FOG SEAL APPLICATION BUT HAS NOT YET BEEN OPENED TO TRAFFIC. THIS EMPLOYEE WILL ENSURE THAT TRAFFIC DOES NOT DRIVE ON THE NON-CURED FOG SEAL.



Fog Seal Limits in  
Cul-de-sac Areas

NTS

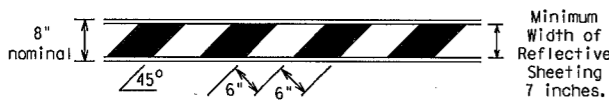
NO.	REVISION	BY	DATE
 <b>WILLIAMSON COUNTY</b> 1848 WILLIAMSON COUNTY DEPT. OF INFRASTRUCTURE			
<b>FY18 SUBDIVISION CUL-DE-SAC FOG SEAL</b>			
Designed:	AHB	3151 S.E. INNER LOOP, SUITE B GEORGETOWN, TEXAS 78626 943-3330 www.wilco.org	
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Drawn:	AHB		
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FILES STIMES DATES

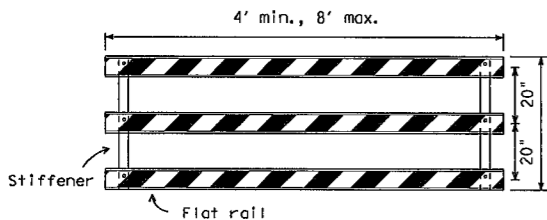
**TYPE 3 BARRICADES**

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

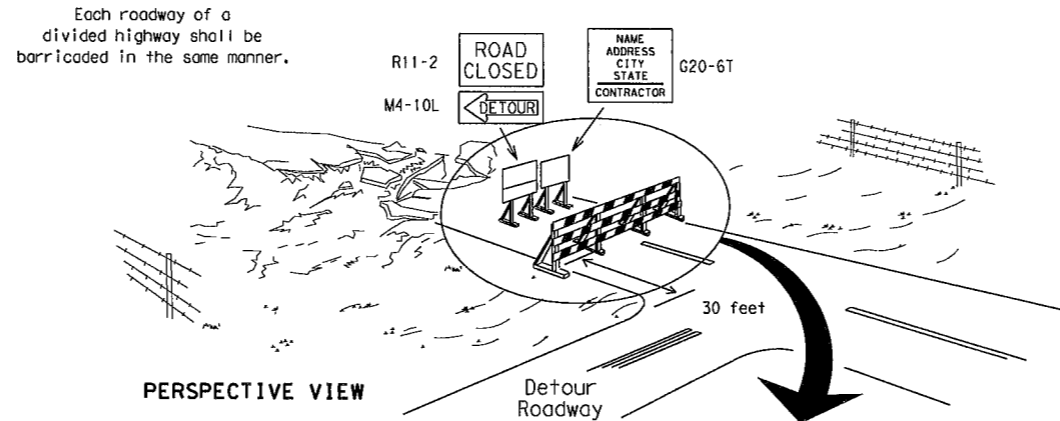
Barricades shall NOT be used as a sign support.



**TYPICAL STRIPING DETAIL FOR BARRICADE RAIL**

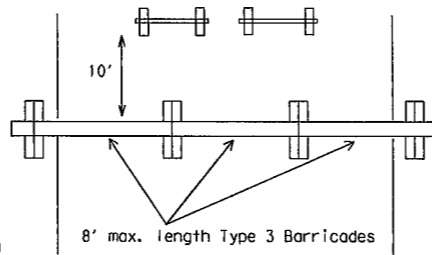


**TYPICAL PANEL DETAIL FOR SKID OR POST TYPE BARRICADES**



PERSPECTIVE VIEW

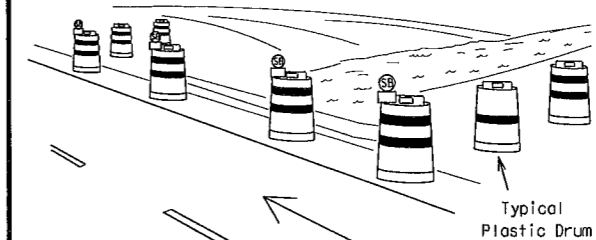
The three rails on Type 3 barricades shall be reflectorized orange and reflective white stripes on one side facing one-way traffic and both sides for two-way traffic. Barricade striping should slant downward in the direction of detour.



PLAN VIEW

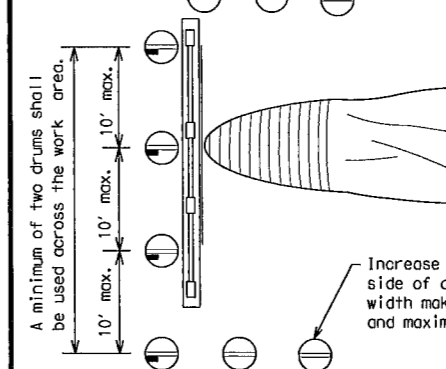
1. Signs should be mounted on independent supports at a 7 foot mounting height in center of roadway. The signs should be a minimum of 10 feet behind Type 3 Barricades.
2. Advance signing shall be as specified elsewhere in the plans.

**TYPE 3 BARRICADE (POST AND SKID) TYPICAL APPLICATION**



PERSPECTIVE VIEW

These drums are not required on one-way roadway



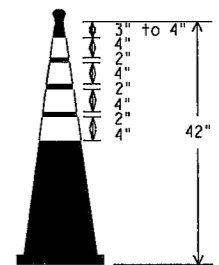
PLAN VIEW

Increase number of plastic drums on the side of approaching traffic if the crown width makes it necessary. (minimum of 2 and maximum of 4 drums)

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

**CULVERT WIDENING OR OTHER ISOLATED WORK WITHIN THE PROJECT LIMITS**

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



EDGELINE CHANNELIZER

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

SHEET 10 OF 12



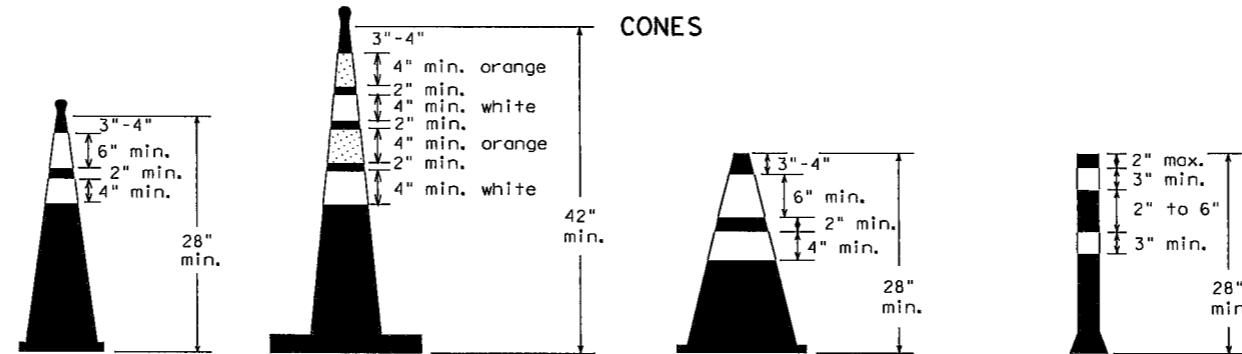
**BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES**

BC (10) - 14

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

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

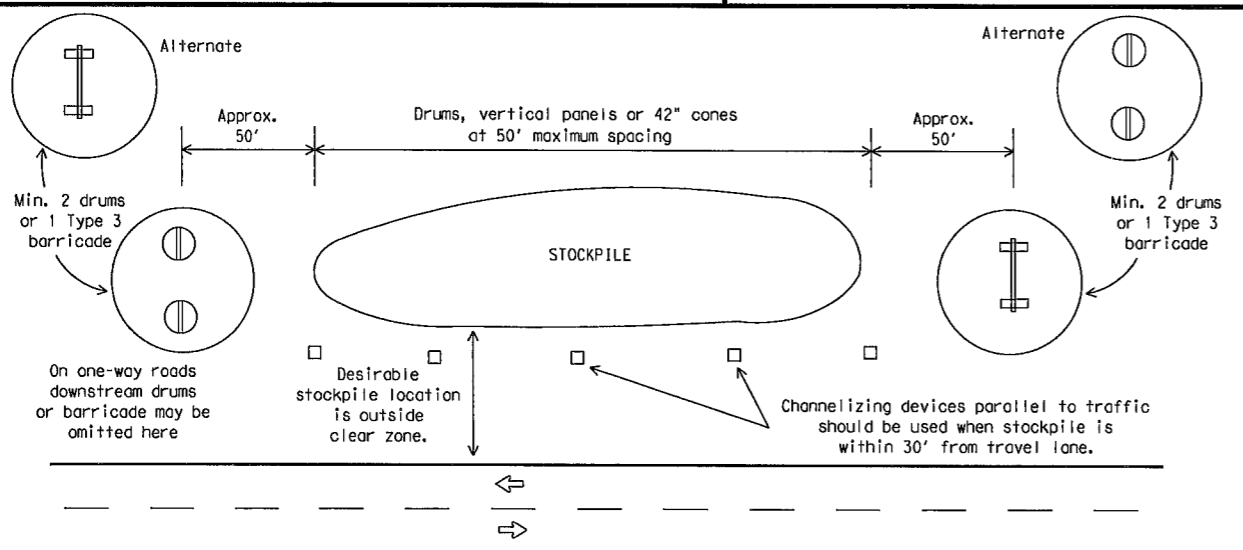
1. Traffic cones and tubular markers shall be predominantly orange, and meet the height and weight requirements shown above.
2. One-piece cones have the body and base of the cone molded in one consolidated unit. Two-piece cones have a cone shaped body and a separate rubber base, or ballast, that is added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



Two-Piece cones

One-Piece cones

Tubular Marker

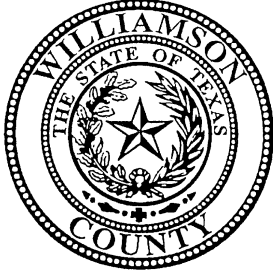


**TRAFFIC CONTROL FOR MATERIAL STOCKPILES**

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DATE: FILE:

<b>Bid Items</b>						
<b>Cul-de-Sacs Fog Seal FY 18</b>						
<b>Williamson County - Texas</b>						
<b>ITEM</b>	<b>NO.</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>Estimated Quantity</b>	<b>Unit Price</b>	<b>Cost</b>
315	2010	Fog Seal	GAL	15,916		
500	2001	Mobilization	LS	1		
PROJECT TOTAL						



## Agreement for Construction Services

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

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

**As described in the «Solicitation\_Type» Solicitation # «Solicitation\_Number», «Solicitation\_Name»; including the specifications set forth therein, which is incorporated herein as if copied in full.**

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

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

**As described in the «Solicitation\_Type» Solicitation # «Solicitation\_Number», including the specifications set forth therein, which is incorporated herein as if copied in full.**

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

**ARTICLE 4 SUBSTANTIAL AND FINAL COMPLETION:**

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

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

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

DATE FOR SUBSTANTIAL COMPLETION: TBD

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

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

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

**ARTICLE 5 PAYMENT:**

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

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

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

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

**ARTICLE 6 CONTRACTOR'S GENERAL RESPONSIBILITIES AND COVENANTS:**

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

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

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

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

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

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

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

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

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

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

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

#### **COMMISSIONING AND WARRANTY RESPONSIBILITIES**

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

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

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

#### **ARTICLE 7 OWNER'S RESPONSIBILITIES**

**7.1** The Owner shall:

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

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

## ARTICLE 8 INSURANCE AND INDEMNITY

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

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

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

- d. Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury (including death)	\$1,000,000	\$1,000,000
Property damage	\$1,000,000	\$1,000,000
Aggregate policy limits	No aggregate limit	

- e. Builder's Risk Insurance  
(*all risks*)

An all risks policy shall be in the amount equal at all times to 100% of the Contract Sum. The policy shall include coverage for loss or damage caused by certified acts of terrorism as defined in the Terrorism Risk Insurance Act. The policy shall be issued in the name of the Contractor and shall name his Subcontractors as additional insureds. The Owner shall be named as a loss payee on the policy. The builders risk policy shall have endorsements as follow:

1. This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises. If off-site storage is permitted, coverage shall include transit and storage in an amount sufficient to protect property being transported or stored.
2. For renovation projects and or portions of work contained within an existing structure, the Owner waives subrogation for damage by fire to existing building structure(s), if the Builder's Risk Policy has been endorsed to include coverage for existing building structure(s) in the amount described in the Special Conditions. However, Contractor shall not be required to obtain such an endorsement unless specifically required by the Special Conditions., in this Agreement. The aforementioned waiver of subrogation shall not be effective unless such endorsement is obtained.

- f. Umbrella coverage in the amount of not less than \$1,000,000.

**8.1.2** The above insurance requirements are not intended to be compounded with the Contractor's standing insurance policies. If the Contractor already has in force insurance policies which provide the required coverage, there is no need to purchase duplicate coverage for this Work.

**8.1.3** Policies must include the following clauses, as applicable.

- a. "This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice, or ten (10) days for non-payment of premium, has been given to Williamson County."
- b. "It is agreed that the Contractor's insurance shall be deemed primary with respect to any insurance or self insurance carried by Williamson County for liability arising out of operations under the Agreement with Williamson County."
- c. "Williamson County, its officials, directors, employees, representatives, and volunteers are added as additional insured as respects operations and activities of, or on behalf of the named insured performed under Agreement with the Owner." This is not applicable to the workers' compensation policy.
- d. "The workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of Williamson County."

**8.1.4** Workers' Compensation Insurance Coverage:

In the event that Contractor employs any individual to perform any portion of the Work, Contractor shall comply with Texas Labor Code, §406.096, which requires workers' compensation insurance coverage for all employees providing services on a building or construction project for a governmental entity.

a. Definitions:

- (1) Certificate of Coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the Duration of the Work.
- (2) Duration of the Work - includes the time from the beginning of the Work until the Work has been completed and accepted by the Owner.
- (3) Coverage – Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).
- (4) Persons providing services relating to the Work ("subcontractor") - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform the Work, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services in relation to the Work. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the Work, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

b. The Contractor shall provide Coverage, based on proper reporting of classification codes and payroll amounts and filing of any Coverage agreements, which meets the statutory requirements of Texas labor Code, §401.011(44) for all employees of the Contractor providing services in relation to the Work, for the Duration of the Work.

c. The Contractor must provide a Certificate of Coverage to the Owner prior to or contemporaneously with the execution of this Agreement.

- d. If the Coverage period shown on the Contractor's current Certificate of Coverage ends during the Duration of the Work, the Contractor must, prior to the end of the Coverage period, file a new Certificate of Coverage with the Owner showing that Coverage has been extended.
- e. The Contractor shall obtain from each person providing services in relation to the Work, and provide to the Owner:
- (1) a Certificate of Coverage, prior to that person beginning any of the Work, so the Owner will have on file Certificates of Coverage showing Coverage for all persons providing services in relation to the Work; and
  - (2) no later than seven days after receipt by the Contractor, a new Certificate of Coverage showing extension of Coverage, if the Coverage period shown on the current Certificate of Coverage ends during the Duration of the Work.
- f. The Contractor shall retain all required Certificates of Coverage for the Duration of the Work and for one year thereafter.
- g. The Contractor shall notify the Owner in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of Coverage of any person providing services in relation to the Work.
- h. The Contractor shall post on the Work site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services in relation to the Work that they are required to be covered, and stating how a person may verify Coverage and report lack of Coverage.
- i. By signing this Agreement or providing or causing to be provided a Certificate of Coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services in relation to the Work and all persons providing services in relation to the Work will be covered by workers' compensation coverage for the Duration of the Work, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- j. The Contractor's failure to comply with any of these provisions is a breach of Agreement by the Contractor which entitles the Owner to declare the Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

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

**8.1.6** The Contractor shall not cause or allow any of its required insurance to be canceled, nor permit any insurance to lapse during the term of the Agreement or as required in the Agreement. If the Contractor fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

**8.1.7** The Owner reserves the right to review the insurance requirements set forth in this Article during the effective period of the Agreement and to make reasonable adjustments to the insurance coverage and their limits when deemed necessary and prudent by the Owner based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.

**8.1.8** The Owner shall be entitled, upon request, and without expense, to receive complete copies of the policies with all endorsements and may make any reasonable requests for deletion, or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon the Parties or the underwriter of any of such policies. Damages caused by the Contractor and not covered by insurance shall be paid by the Contractor.

**8.1.9** Contractor shall be responsible for payment of premiums for all of the insurance coverages required under this Agreement. Contractor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Contractor is responsible hereunder, Contractor shall be solely responsible for all deductibles and self-insured retentions. **Any deductibles or self-insured retentions over \$50,000 in the Contractor's insurance must be declared and approved in writing by Owner in advance.**

**8.1.10** The Contractor shall contractually require each person or entity with whom it contracts to provide services in relation to the Work, to comply with each and every insurance requirement that Contractor must comply with hereunder. More specifically, each person or entity with whom Contractor contracts to provide services on the in relation to the Work must comply with each insurance requirement under this Article 8 just as if such person or entity was the Contractor. Thus, every reference to Contractor under each insurance requirement of this Article 8 shall mean and include each person or entity with whom Contractor contracts to provide services in relation to the Work. If any such person or entity with whom Contractor contracts to provide services in relation to the Work fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

## 8.2 INDEMNITY.

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

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

**8.3** Except for the obligation of Owner to pay Contractor the Contract Price pursuant to the terms of this Agreement, and to perform certain other obligations pursuant to the terms and conditions explicitly set forth herein, Owner shall have no liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement. Notwithstanding any obligation or liability of Owner to Contractor, no present or future partner or affiliate of Owner or any agent, officer, director, or employee of Owner, Williamson County, or of the various departments comprising Williamson County, or anyone claiming under Owner has or shall have any personal liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement.

## ARTICLE 9 BONDS

**9.1 Performance Bond.** Upon execution of this Agreement, Contractor shall provide a Performance Bond in the amount of 100% of the Contract Price. The surety for a Performance Bond shall meet the requirements of Texas law.

**9.2 Payment Bond.** Upon execution of this Agreement, Contractor shall provide a Payment Bond in the amount of 100% of the Contract Price, as security for the true and faithful payment in full of all subcontractors and persons performing labor, services, materials, machinery, and fixtures in connection with the Work. The surety for a Payment Bond shall meet the requirements of Texas law.

**9.3 Warranty Bond.** Upon execution of this Agreement, Contractor shall provide a Warranty Bond in the amount of 20% of the Contract Price, as security for the true and faithful performance of all warranties set forth in Bid Documents and this Agreement.

## **ARTICLE 10 TERMINATION**

**10.1 Termination for Cause.** If either party commits an Event of Breach (a breach of any of the covenants, terms and/or conditions of this Agreement), the non-breaching party shall deliver written notice of such Event of Breach to the breaching party. Such notice must specify the nature of the Event of Breach and inform the breaching party that unless the Event of Breach is cured within three (3) business days of receipt of the notice, additional steps may be taken to terminate this Agreement. If the breaching party begins a good faith attempt to cure the Event of Breach within three (3) business days, then and in that instance, the three (3) business day period may be extended by the non-breaching party, so long as the breaching party continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the Event of Breach. If, in the opinion of the non-breaching party, the breaching party does not cure the breach within three (3) business days or otherwise fails to make any diligent attempt to correct the Event of Breach, the breaching party shall be deemed to be in breach and the non-breaching party may, in addition to seeking the remedies available hereunder and under the law, terminate this Agreement.

**10.2 Termination for Convenience.** The Owner may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to Contractor. In the event of such termination, it is understood and agreed that only the amounts due to Contractor for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Owner's termination of this Agreement for convenience.

## **ARTICLE 11 MISCELLANEOUS PROVISIONS**

**11.1 Interest and Late Payments.** Except as otherwise specifically set forth herein, Owner's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Interest charges for any overdue payments shall be paid by Owner in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Owner's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

In the event that an error appears in an invoice/application for payment submitted by Contractor, Owner shall notify Contractor of the error not later than the twenty first (21<sup>st</sup>) day after the date Owner receives the invoice/application for payment. If the error is resolved in favor of Contractor, Contractor shall be entitled to receive interest on the unpaid balance of the invoice/application for payment submitted by Contractor beginning on the date that the payment for the invoice/application for payment became overdue. If the error is resolved in favor of the Owner, Contractor shall submit a corrected invoice/application for payment that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by Chapter 2251 of the Texas Government Code if the corrected invoice/application for payment is not paid by the appropriate date.

**11.2 Assignment; Successors and Assigns.** This Agreement is a personal service contract for the services of Contractor, and Contractor's interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.

**11.3 Captions.** The captions of paragraphs in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

**11.4 Governing Law and Venue.** This Agreement and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without reference to its conflicts of law provisions. Williamson County where the Work site is located shall be the sole place of venue for any legal action arising from or related to this Agreement or the project in which the Owner is a party.

**11.5 Waivers.** No delay or omission by either party in exercising any right or power arising from non-compliance or failure of performance by the other party with any of the provisions of this Agreement shall impair or constitute a waiver of any such right or power. A waiver by either party of any covenant or condition of this Agreement shall not be construed as a waiver of any subsequent breach of that or of any other covenant or condition of the Agreement.

**11.6 Interpretation.** In the event of any dispute over the meaning or application of any provision of the Contract Documents, the Contract Documents shall be interpreted fairly and reasonably, and neither more strongly for or against any party, regardless of the actual drafter of the Contract Documents.

**11.7 Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

**11.8 Appointment.** Owner hereby expressly reserves the right from time to time to designate by notice to Contractor a representative(s) to act partially or wholly for Owner in connection with the performance of Owner's obligations. Contractor shall act only upon instructions from the designated representative(s) unless otherwise specifically notified to the contrary.

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

**11.10 Severability.** Should any term or provision of this Agreement be held invalid or unenforceable in any respect, the remaining terms and provisions shall not be affected and this Agreement shall be construed as if the invalid or unenforceable term or provision had never been included.

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

**11.12 Current Revenues.** Under Texas law, a contract with a governmental entity that contains a claim against future revenues is void; therefore, each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

**11.13 Compliance with Laws.** Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, Contractor shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

**11.14 Sales and Use Tax Exemption.** Owner is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. § 151.309, as amended.

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

**11.16 Force Majeure.** If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance of this Agreement. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

**11.17 Equal Opportunity in Employment.** The parties to this Agreement agree that during the performance of the services under this Agreement they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The parties to this Agreement will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.

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

**11.19 Relationship of the Parties.** Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

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

**11.21 Execution in Counterparts.** This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which together shall constitute one and the same document.

**11.22 Entire Agreement.** This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE OWNER HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

BY SIGNING BELOW, the Parties have executed and bound themselves to this Agreement to be effective as of the date of the last party's execution hereof (Effective Date).

**OWNER:**

**CONTRACTOR:**

WILLIAMSON COUNTY, TEXAS,  
a political subdivision of the state of Texas

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

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

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

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

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

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

**Party Representatives**

Owner's Designated Representative ("ODR"):

Contractor's Designated Representative:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone \_\_\_\_\_

Phone \_\_\_\_\_

Fax \_\_\_\_\_

Fax \_\_\_\_\_

## BID AFFIDAVIT

**This form must be completed, signed, notarized and returned with Bid package**

The undersigned 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."

<b>Name of Bidder:</b>	<input style="width: 100%;" type="text"/>
<b>Address of Bidder:</b>	<input style="width: 100%;" type="text"/>
<b>Email:</b>	<input style="width: 100%;" type="text"/>
<b>Telephone:</b>	<input style="width: 100%;" type="text"/>
<b>Printed Name of Person Submitting Affidavit:</b>	<input style="width: 100%;" type="text"/>
<b>Signature of Person Submitting Affidavit:</b>	<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.**

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b>		<b>Form CIQ</b>
<b>For vendor or other person doing business with local governmental entity</b>		
<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><b>OFFICE USE ONLY</b></p> <p>Date Received</p> <div style="border: 1px solid black; width: 100px; height: 20px; margin: 0 auto;"></div>
1	<p><b>Name of person doing business with local governmental entity.</b></p> <div style="border: 1px solid black; width: 100%; height: 20px; margin-top: 5px;"></div>	
2	<p><b>Check this box if you are filing an update to a previously filed questionnaire.</b></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><b>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.</b></p> <div style="border: 1px solid black; width: 100%; height: 60px; margin-top: 10px;"></div>	
4	<p><b>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.</b></p> <div style="border: 1px solid black; width: 100%; height: 60px; margin-top: 10px;"></div>	

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> <b>For vendor or other person doing business with local governmental entity</b>		<b>Form</b> <b>CIQ</b> <b>Page 2</b>
5	<p style="text-align: center;"><b>Name of local government officer with whom filer has affiliation or business relationship.</b> (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 &amp; 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><b>6. Describe any other affiliation or business relationship that might cause conflict of interest:</b></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
<b>Signature not required if completing in BIDSYNC electronically.</b>		

# Bidder References

List the last (3) companies or governmental agencies, where the same or similar goods and/or services as contained in this IFB package, were recently provided by Bidder.

## **Reference 1**

Client Name:

Location:

Contact Name:

Title:

Phone:

E-mail

Contract Date To:

Contract Date From:

Contract Value: \$

Scope of Work:

5  
6

## **Reference 2**

Client Name:

Location:

Contact Name:

Title:

Phone:

E-mail

Contract Date To:

Contract Date From:

Contract Value: \$

Scope of Work:

5  
6

**Reference 3**

Client Name:

Location:

Contact Name:

Title:

Phone:

E-mail

Contract Date To:

Contract Date From:

Contract Value: \$

Scope of Work:

## Question and Answers for Bid #1802-213 - Cul-De-Sac Fog Seal FY 2018

### Overall Bid Questions

There are no questions associated with this bid.

**Commissioners Court - Regular Session**

**33.**

**Meeting Date:** 02/13/2018

Advertisement Approval IFB 1802-214 Fog Seal Fall 2017

**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 Cul-De-Sac Fog Seal Fall 2017 under IFB # 1802-214.

**Background**

Williamson County is seeking qualified companies to provide materials, experienced fog seal crews and equipment to resurface cul-de-sacs that were part of the Subdivision Seal Coat 2017.

**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: 02/08/2018

**Reviewed By**

Randy Barker  
 Wendy Coco

**Date**

02/08/2018 08:48 AM  
 02/08/2018 09:21 AM  
 Started On: 02/08/2018 08:42 AM

## **Solicitation 1802-214**

### **Cul-De-Sac Fog Seal Fall 2017**

#### **Bid Designation: Public**



**Williamson County, Texas**

## Bid 1802-214 Cul-De-Sac Fog Seal Fall 2017

Bid Number 1802-214  
 Bid Title Cul-De-Sac Fog Seal Fall 2017  
 Expected Expenditure **\$248,000.00** (This price is expected - not guaranteed)

Bid Start Date In Held  
 Bid End Date Mar 7, 2018 3:30:00 PM CST  
 Question & Answer End Date Mar 2, 2018 5:00:00 PM CST

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

Contract Duration **One Time Purchase**  
 Contract Renewal Not Applicable  
 Prices Good for **365 days**  
 Pre-Bid Conference **Feb 28, 2018 1:30:00 PM CST**  
**Attendance is optional**  
**Location: 3151 S.E. Inner Loop**  
**Georgetown, TX 78626**

Bid Comments **Williamson County is seeking qualified companies to provide materials, experienced fog seal crews and equipment to resurface cul-de-sacs that were part of the Subdivision Seal Coat 2017.**

### Item Response Form

Item **1802-214-01-01 - Total Bid Price**  
 Quantity **1 each**  
 Unit Price   
 Delivery Location **Williamson County, Texas**  
No Location Specified  
 Qty 1

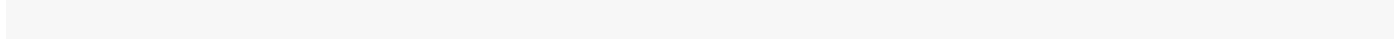
**Description**  
 Total Bid Price

Item **1802-214-01-02 - Please Attach All Documents To This Line**  
 Quantity **1 each**  
 Prices are not requested for this item.  
 Delivery Location **Williamson County, Texas**  
No Location Specified

Qty 1

**Description**

Please Attach All Documents To This Line





## PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION

### **WILLIAMSON COUNTY PURCHASING DEPARTMENT SOLICITATION 1802-214 Cul-De-Sac Fog Seal Fall 2017**

**BIDS MUST BE RECEIVED ON OR BEFORE:  
Mar 7, 2018 3:30:00 PM CST**

**BIDS WILL BE PUBLICLY OPENED:  
Mar 7, 2018 3:30:00 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](http://www.bidsync.com).

**Williamson County prefers and requests electronic submittal of this Bid.**

**All electronic bids must be submitted via: [www.bidsync.com](http://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](http://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](http://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](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](http://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 (15<sup>th</sup>) day of each month; provide the County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of the County required by the Successful Bidder in the defense of each matter. The Successful Bidder's duty to defend, indemnify and hold the County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of the Contract and/or any Ensuing Agreement(s), unless otherwise agreed by the County in writing. The provisions of this section shall survive the termination of the Contract and shall remain in full force and effect with respect to all such matters no matter when they arise.

In the event of any dispute between the parties, as to whether a claim, demand, suit, action, proceeding, lien or judgement, that appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of the County, the Bidder shall nevertheless fully defend such claim, demand, suit or action, proceeding, lien or judgement, until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of the Bidder are not an issue in the matter.

The Successful Bidder's indemnification shall cover, and the Successful Bidder agrees to, indemnify the County, in the event the County is found to have been negligent for having selected the Successful Bidder to perform the work described in this request. The provision by the Successful Bidder of insurance shall not limit the liability of the Successful Bidder under the Contract and/or any Ensuing Agreement(s).

#### **4.15 WAIVER OF SUBROGATION**

The Successful Bidder and the Successful Bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against the County as an indirect party to any suit arising out of personal or property damages resulting from the Bidder's performance under this Contract and any Ensuing Agreement(s).

#### **4.16 RELATIONSHIP OF THE PARTIES**

The Successful Bidder shall be an independent contractor and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions herein which may appear to give the County the right to direct the Successful Bidder as to details of doing work herein covered, or to exercise a measure of control over the work, shall be deemed to mean that the Successful Bidder shall follow the desires of the County in the results of the work only. The County shall not retain or have the right to control the Successful Bidder's means, methods or details pertaining to the Successful Bidder's performance of the work. The County and the Successful Bidder hereby agree and declare that the Successful Bidder is an independent contractor and as such meets the qualifications of an "Independent Contractor" under Texas Workers Compensation Act, Texas Labor Code, Section 406.141, that the Successful Bidder is not an employee of the County, and that the Successful Bidder and its employees, agents and subcontractors shall not be entitled to workers compensation coverage or any other type of insurance coverage held by the County.

#### **4.17 SOLE PROVIDER**

The Successful Bidder agrees and acknowledges that it shall not be considered a sole provider of the goods and/or services described herein and that the County may contract with other providers of such goods and/or services if the County deems, at its sole discretion, that multiple providers of the same goods and/or services will serve the best interest of the County.

#### **4.18 FORCE MAJEURE**

If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

#### **4.19 SEVERABILITY**

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

#### **4.20 EQUAL OPPORTUNITY**

Neither party shall discriminate against any employee or applicant for employment because of race, color, sex, religion or national origin.

#### **4.21 NOTICE**

Any notice to be given shall be in writing and may be distributed by personal delivery, or by registered or certified mail, return receipt requested, addressed to the proper party, at the following address:

The County: Williamson County Purchasing Department  
Attn: Purchasing Agent  
901 South Austin Avenue  
Georgetown, Texas 78626

The Bidder: Address set out in Bidder's Transmittal Letter.

Notices given in accordance with this provision shall be effective upon (1) receipt by the party to which notice is given, or (2) on the third (3rd) calendar day following mailing, whichever occurs first.

#### **4.22 SALES AND USE TAX EXEMPTION**

The County is a body, corporate and politic, under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code, Section 151.309, as amended, and the services and/or goods subject hereof are being secured for use by the County.

#### **4.23 COMPLIANCE WITH LAWS**

The County and the Successful Bidder shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of the Contract and any Ensuing Agreement(s), including, without limitation, Workers' Compensation laws, salary and wage statutes and regulations, licensing laws and regulations. When required, the Successful Bidder shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

#### **4.24 INCORPORATION OF EXHIBITS, APPENDICES AND ATTACHMENTS**

All of the Exhibits, Appendices and Attachments referred to herein are incorporated by reference as if set forth verbatim herein. Any conflicting terms in the Contract documents will be resolved at the sole discretion of the Commissioners Court.

#### **4.25 NO WAIVER OF IMMUNITIES**

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

#### **4.26 NO WAIVER**

The failure or delay of any party to enforce at any time or any period of time any of the provisions of this IFB, the Contract or any Ensuing Agreement(s) shall not constitute a present or future waiver of such provisions nor the right of either party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of or excuse for any other, different or subsequent breach.

#### **4.27 CURRENT REVENUES**

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

#### **4.28 FOB DESTINATION**

To the extent applicable to this IFB, all of the items listed are to be Free On Board to final destination (FOB Destination) with all transportation charges if applicable to be included in the Bid, unless otherwise specified in the Invitation for Bids. The title and risk of loss of the goods shall not pass to the County until receipt and acceptance takes place at the FOB Destination point.

#### **4.29 BINDING EFFECT**

This Contract and any Ensuing Agreement(s) shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

### **4.30 ASSIGNMENT**

The Successful Bidder's interest and duties hereunder may not be assigned or delegated to a third party without the express written consent of the County.

### **4.31 SAFETY**

The Successful Bidder is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with any services to be provided hereunder. The safety program shall comply with all applicable requirements of the current federal Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations.

### **4.32 GENERAL OBLIGATIONS AND RELIANCE**

The Successful Bidder shall perform all services and/or provide all goods, as well as those reasonably inferable and necessary for completion and provision of services and/or goods required hereunder. The Successful Bidder shall keep the County informed of the progress and quality of the services. The Successful Bidder agrees and acknowledges that the County is relying on the Successful Bidder's represented expertise and ability to provide the goods and/or services described herein. The Successful Bidder agrees to use its best efforts, skill, judgment, and abilities to perform its obligations in accordance with the highest standards used in the profession and to further the interests of the County accordance with the County's requirements and procedures. The Successful Bidder's duties, set forth herein, shall at no time be in any way diminished by reason of any approval by the County, nor shall the Successful Bidder be released from any liability by reason of such approval by the County, it being understood that the County at all times is ultimately relying upon the Successful Bidder's skill and knowledge in performing the services and providing any goods required hereunder.

### **4.33 ESTIMATED QUANTITIES**

To the extent applicable to this IFB, the estimated quantity of each item listed in this IFB is only estimate; the actual quantity to be purchased may be more or less. The County is not obligated purchase any minimum amount, and the County may purchase any reasonable amount greater than the estimate for the same unit price. Any limit on quantities available must be stated expressly in the Bid.

### **4.34 CONTRACTUAL DEVELOPMENT**

The contents of the IFB and the Successful Bidder's Bid will become an integral part of the Contract, but may be modified, at the County's sole discretion, by provisions of an Ensuing Agreement. Therefore, the Bidder must agree to an inclusion of an Ensuing Agreement of the Bid specifications, terms and conditions of this IFB. If an Ensuing Agreement is required under this IFB, information relative to the Agreement will be located in the Additional Stipulations 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 (31<sup>st</sup>) 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 (1<sup>st</sup>) 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 (21<sup>st</sup>) 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](mailto:accountspayable@wilco.org)  
Phone: 512-943-1500

#### **4.39 CONTRACTUAL FORMATION AND ENSUING AGREEMENT**

The IFB and the Bidder's Bid, when properly accepted by the Commissioners Court, shall constitute a Contract equally binding between the Successful Bidder and the County.

**If an Ensuing Agreement is required by this IFB, that information will be provided in Special Provisions section of this IFB.** The Successful Bidder shall be required to execute the Agreement at the Williamson County Purchasing Department approximately ten (10) calendar days after the Successful Bidder is notified of award. The Ensuing Agreement shall be in the same form as the Agreement which is attached to the end of this IFB. The only anticipated changes in the Ensuing Agreement will be to include additional exhibits, to fill in blanks to identify the Successful Bidder, and terms relating to the compensation, or to revise the Agreement to accommodate corrections, changes in the scope of services, or changes pursuant to Addenda issued. **Bidders should raise any questions regarding the terms of the Agreement in the form of written questions or submittals as described in the Public Announcement and General Information portion of this IFB.** Because the signed Ensuing Agreement will be substantively and substantially derived from the attached Agreement, each Bidder is urged to seek independent legal counsel as to any questions about the terms, conditions or provisions contained in the Agreement *before* submitting a Bid. Again, the attached Agreement, if applicable, contains important legal provisions and is considered part and parcel of this IFB. Failure or refusal to sign aforesaid Agreement shall be grounds for the County to revoke any award which has been issued, forfeit Bid security, if applicable, and select another Bidder.

#### **4.40 COOPERATIVE PURCHASING PROGRAM**

During the term of the Contract resulting from this IFB, the County would like to afford the same prices, terms and conditions to other political subdivisions or public entities. Another entity's participation in the Contract resulting from this IFB is subject to a properly authorized Purchasing Cooperative Inter-local Agreement with the County. Any liability created by purchase orders issued against the Contract shall be the sole responsibility of the governmental agency placing the order.

#### **4.41 INSURANCE REQUIREMENTS**

To the extent applicable Insurance information will appear in the Additional Stipulations section that is in this IFB Package.

#### **4.42 BIDDERS BOND, WARRANTY BOND, PERFORMANCE AND PAYMENT BONDS**

To the extent applicable Bond information will appear in the Additional Stipulations section that is in this IFB Package.

#### **4.43 LEGAL LIABILITY INFORMATION**

The Successful Bidder shall disclose all legal liability information by listing any pending litigation anticipated litigation that your firm is involved in including, but not limited to, potential or actual legal matters with private parties and any local, state, federal or international governmental entities. The County reserves the right to consider legal liability information in the recommendation of any proposed contract to the Commissioners Court.

#### **4.44 INCLEMENT WEATHER**

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a Bid submission deadline, the Bid closing will automatically be postponed until the next business day the County is open. If inclement weather conditions or any other unforeseen event causes delays in carrier service operations, the County may issue an Addendum to all known Bidders interested in the project to extend the deadline. It will be the responsibility of the Bidder to notify the County of their interest in the project if these conditions are impacting their ability to turn in a submission within the stated deadline. The County reserves the right to make the final judgement call to extend any deadline.

#### **4.45 PREVAILING WAGE RATES**

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

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

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

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

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

Within thirty-one (31) days of receipt of information concerning a violation of the Texas Government Code Chapter 2258, the County shall make an initial determination as to whether good cause exists to believe a violation occurred. The County's decision on the initial determination shall be reduced to writing and sent to the contractor or subcontractor against whom the violation was alleged, and to the affected worker. When a good cause finding is made, the County shall retain the full amounts claimed by the claimant or claimants as the difference between wages paid and wages due under the "Prevailing Wage Schedule" and any supplements thereto, together with the applicable penalties, such amounts being subtracted from successive progress payments pending a final decision on the violation.

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

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

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

#### **4.46 CONFIDENTIALITY**

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



## **Additional Stipulations**

### **1 Additional Stipulations**

#### **1.1 Introduction**

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

#### **1.2 Contract Administrator**

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

#### **1.3 Time for Performance**

A time frame of thirty-five (35) days (fifteen (15) to substantial completion / twenty (20) to final completion) is given for completion of plans on this bid. This may begin at the time specified by the County within the three hundred sixty-five (365) days of the pricing quoted on this bid, starting on the day of award. The Contractor will be given written notice to begin work on this project. The Work on this project shall begin within five (5) calendar days after such notification.

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

The Contractor will be given written notice to begin work on this project. Work on this project shall begin within five (5) working days after such notification. Failure to begin work within the allotted time will result in liquidated damages being incurred at the rate of \$200 per working day.

## Additional Stipulations - Bid

## 1.4 Performance and Payment Bonds

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

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

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

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

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

## 1.5 Bidder's Bonds

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

## 1.6 Warranty Bonds

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

## Additional Stipulations - Bid

**1.7 Insurance Requirements**

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

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

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

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

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

The following coverage limits shall be required at a minimum:

- |    |  |                              |
|----|--|------------------------------|
| A. | Worker's Compensation  | Statutory – Texas Law        |
| B. | Employer's Liability:  |                              |
|    | Bodily Injury by Accident  | \$500,000 Ea. Accident       |
|    | Bodily Injury by Disease   | \$500,000 Ea. Employee       |
|    | Bodily Injury by Disease   | \$500,000 Policy Limit       |
| C. | Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts: |                              |
|    | COVERAGES  | PER PERSON    PER OCCURRENCE |
|    | Comprehensive General Liability  | \$1,000,000    \$1,000,000   |
|    | Aggregate policy limits:   | \$1,000,000                  |

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

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

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

## Additional Stipulations - Bid

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

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

**Workers' Compensation Coverage Requirements**

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

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

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

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

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

## Additional Stipulations - Bid

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

## Additional Stipulations - Bid

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

## Additional Stipulations - Bid

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

## General Notes and Technical Specifications

### Cul-De-Sac Fog Seal

#### Definition of Terms

Fog Seal Season: October 1 through June 30.

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

Contractor: Successful bidder of the attached invitation to bid.

Engineer: Williamson County Engineer, or designee.

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

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

TxDOT: Texas Department of Transportation.

Working Day: Monday through Friday (excluding County approved holidays), if weather permits the performance of the contract (as determined by the inspector) for a continuous period of at least 6 hrs. (excluding lunch) between 8:00 A.M. and 5:00 P.M.

#### General Notes

All work performed and all products furnished under the provision of the Contract shall comply with requirements which pertain to the various items of work included as *Standard Specifications for Construction of Highways, Streets and Bridges* of the Texas Department of Transportation, adopted November 1, 2014, and as amended and/or updated, which is incorporated herein by reference for all purposes. In the event that any specification set out herein conflicts with the said TxDOT specifications, the specification set out herein shall control and govern.

The Contractor will be given written Notice to Proceed on this project. This fog seal project shall begin within five (5) working days after such notification and shall continue for twenty (20) working days.

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

The Contractor shall arrange the fog seal operation in such a manner as to avoid excessive inconvenience to the public.

Prior to commencing fog seal applications, all cul-de-sac residents shall be informed by the contractor that the application is about to occur and to relocate their vehicles if they anticipate needing to leave their home within the next 3 hours. Contractor shall provide

the County with a background check on all persons the Contractor proposes to utilize in informing residents. No person with convictions, other than traffic violations, on their back ground check will be allowed to inform residents that the fog seal application is about to occur.

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

The Contractor shall not apply a fog seal the day before or on the actual day that a street is to receive garbage, recycling or waste collection. Contractor shall research the applicable garbage, recycling or waste collection schedule for each street prior to bidding.

Contractor shall provide a cul-de-sac by cul-de-sac schedule before any work shall begin.

Contractor shall not apply fog seal to more than 8 cul-de-sacs per crew in one working day.

Contractor shall not fog seal or apply asphaltic material to roadway surface before 9:00 am or after 2:00 pm, unless directed by the Engineer.

The County shall notify abutting property owners twice of upcoming fog seal operations by means of door hangers. The first door hanger will be distributed ten (10) to fourteen (14) days prior to fog seal application, while the second door hanger will be distributed two (2) days prior to fog seal application.

Contractor will coordinate daily with the County for a listing of cul-de-sacs that have received advanced notice of fog seal operations (door hangers). Contractor shall not begin fog seal operations on streets in which no advance notice has been provided to the residents.

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

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

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

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

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

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

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

Contractor's equipment and vehicles shall not be maintained on-site during construction, except at designated maintenance sites as approved by the Inspector.

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

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

Contractor shall provide at least one portable restroom near the work site(s) at all times in order to provide a bathroom to individuals providing work hereunder. Contractor shall monitor and prevent its employees and any of its subcontractors that are providing work on the project from urinating or defecating on property in, on or adjacent to the areas in which work is being performed.

### **ITEM 300 – Asphalts, Oils, and Emulsions**

Contractor shall use a Hard Residue Surface Sealant specialty emulsion for fog seal operations that meet requirements in Special Provision 300-003 (MOD).

### **SPECIAL PROVISION 300-03 (MOD)**

**Article 300.2.5., “ Specialty Emulsions.”** Specialty emulsions shall be asphalt-based, must contain a minimum of 10% tire rubber and must meet the requirements of Table 11 or Table 11A.

### **ITEM 315 – Fog Seal**

**315.1. Description.** Apply an emulsified asphalt and water mixture as an aggregate loss preventative or surface seal.

**315.2. Materials.** Use emulsified asphalt of the type and grade shown on the plans that meet the requirements of Item 300, “Asphalts, Oils, and Emulsions.” Provide water free of industrial wastes and other objectionable matter.

Use a quantity of emulsified asphalt in the mixture, expressed as a percentage of total volume, which meets the percentage shown on the plans or as directed. While application rates will be determined in the field, an assumed rate of 0.18 gallons per square yard has been used for estimating purposes.

**315.3. Equipment.** Provide applicable equipment in accordance with Article 316.3, "Equipment." Furnish the necessary facilities and equipment for determining the temperature of the mixture, regulating the application rate, and securing uniformity at the junction of 2 distributor loads.

**315.4. Construction.** Remove or protect existing raised pavement markers. Repair any damage incurred by removal as directed. Remove dirt, dust, or other harmful material; blow dry damp area; mask off manhole cover and water valve cover before sealing. This will be considered subsidiary to Item 315.

Fog seal shall only be applied in the following conditions: Pavement temperature is 60 degrees and rising not to exceed 130 degrees, air temperature is 60 degrees and rising not to exceed 90 degrees, and dew point separation is 15 degrees or more below the air temperature. Measure the air temperature in the shade away from artificial heat. The Engineer will determine when weather conditions are suitable for application.

Application of the fog seal should be conducted using the distributor spray bars and nozzles to the extent possible. Except where absolutely necessary, hand or wand work shall not be utilized.

The Engineer will select the application temperature within the limits recommended in Item 300, "Asphalts, Oils, and Emulsions." Apply the material within 15°F of the selected temperature.

Use paper or other approved material at beginning and end of each shot to construct a straight transverse joint and prevent overlapping applied material.

Use sufficient pressure to flare the nozzles fully.

Distribute material at the rate shown on the plans or as directed. While application rates will be determined in the field, an assumed rate of 0.18 gallons per square yard has been used for estimating purposes.

Do not apply asphalt to the roadway until traffic control methods and devices are in place as shown on the plans or as directed. Do not open the treated surface to traffic until directed by the Engineer. When an excessive quantity of asphalt is applied, furnish and uniformly distribute clean, fine sand on the surface to blot the excess. Maintain ingress and egress as directed by applying sand to freshly sealed areas.

**315.5. Measurement.** This Item will be measured by the gallon of specialty emulsified asphalt used in the specialty emulsified asphalt and water mixture.

**315.6. Payment.** The work performed and the materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Fog Seal" of the type and grade specified. This price is full compensation for materials, equipment, labor, tools, and incidentals. Blotter sand will not be paid for directly but will be subsidiary to this Item.

## **ITEM 316 – Surface Treatments**

### **316.3. Equipment.**

**A. Distributor.** Furnish a distributor that will apply the asphalt material uniformly at the specified rate or as directed. Stop application if asphalt application is not uniform due to streaking, ridging, formation of excess asphalt, or inability of asphalt to remain at applied location. Verify equipment condition, operating procedures, application temperature, and material properties. Determine and correct the cause for non-uniform application. If the cause is high or low viscosity of the emulsion, no further asphalt application will occur until material meeting the contract specifications is provided.

The Engineer may stop asphalt application and require test strips at the Contractor's expense if any of the following occurs: 1) non-uniformity continues after corrective action, 2) on three consecutive shots, application rate differs by more than 0.02 gallons per square yard from the desired rate, or 3) any shot differs by more than 0.04 gallons per square yard from the desired rate.

**1. Transverse Variance Rate.** When a transverse variance rate is shown on the plans, ensure that the nozzles outside the wheel paths will output a predetermined percentage more of asphalt material by volume than the nozzles over the wheel paths.

### **2. Calibration.**

**a. Transverse Distribution.** Furnish a distributor test report, no more than 1 yr. old, documenting that the variation in output for individual nozzles of the same size does not exceed 10% when tested at the greatest shot width in accordance with Tex-922-K, Part III.

Include the following documentation on the test report:

- the serial number of the distributor,
- a method that identifies the actual nozzle set used in the test, and
- the fan width of the nozzle set at a 12-in. bar height.

When a transverse variance rate is required, perform the test using the type and grade of asphalt material to be used on the project. The Engineer may verify the transverse rate and distribution at any time. If verification does not meet the requirements, correct deficiencies and furnish a new

test report.

- b. Tank Volume.** Furnish a volumetric calibration and strap stick for the distributor tank in accordance with Tex-922-K, Part I.

Calibrate the distributor within the previous 5 years of the date first used on the project. The Engineer may verify calibration accuracy in accordance with Tex-922-K, Part II.

### **ITEM 502 Barricades, Signs, and Traffic Handling**

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

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

The driveway(s) for each residence in the cul-de-sac shall have cones or TY III barricades placed to remind residents of the fog seal work.

Contractor shall assign at least one competent employee to each cul-de-sac that has received a fog seal application but has not yet been opened to traffic. This employee will ensure that traffic does not drive on the non-cured fog seal.

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

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

The Contractor will be required to maintain a minimum of one through lane in each direction during daylight hours, on all roadways, except with written approval by the Inspector. Two lane roadways shall use single lane traffic control, which will require the use of flagmen. This shall not be paid for directly, but shall be considered subsidiary to Bid Item emulsified fog seal.

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

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

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

**WILLIAMSON COUNTY**  
GOVERNING SPECIFICATIONS

(STANDARD SPECIFICATIONS, SPECIAL PROVISIONS, AND SPECIAL SPECIFICATIONS)

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

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

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

( ) REFERENCE ITEMS USED ON THIS CONTRACT

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

ITEM 315	FOG SEAL (300)(316)
ITEM 500	MOBILIZATION
ITEM 502	BARRICADES, SIGNS AND TRAFFIC HANDLING
ITEM 662	WORK ZONE PAVEMENT MARKINGS
ITEM 666	REFLECTORIZED PAVEMENT MARKINGS (678)

SPECIAL PROVISIONS: THE CONTENT OF THE SPECIAL PROVISIONS ARE INCLUDED ON THE FOLLOWING PAGES:

SPECIAL PROVISION TO ITEM 300	(300---003) (MOD)
SPECIAL PROVISION TO ITEM 300	(300---009)

300-003

## Special Provision to Item 300 Asphalts, Oils, and Emulsions



For this project, Item 300, "Asphalts, Oils, and Emulsions," of the Standard Specifications, is hereby amended with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

**Section 300.2.5., "Specialty Emulsions."** The first sentence is voided and replaced with the following:

Specialty emulsions may be either asphalt-based or resin-based and must meet the requirements of Table 11 or Table 11A.

**Section 300.2.5., "Specialty Emulsions,"** is supplemented by the following:

**Table 11A  
Hard Residue Surface Sealant**

Property	Test Procedure	Min	Max
Viscosity, Krebs unit, 77°F, Krebs units	D 562	45	75
Softening point, °F	T 53 <sup>1</sup>	250	--
Uniformity	D 2939	Pass <sup>2</sup>	
Resistance to heat	D 2939	Pass <sup>3</sup>	
Resistance to water	D 2939	Pass <sup>4</sup>	
Wet flow, mm	D 2939	--	0
Resistance to Kerosene (optional) <sup>5</sup>	D 2939	Pass <sup>6</sup>	
Ultraviolet exposure, UVA-340, 0.77 W/m <sup>2</sup> , 50°C chamber, 8 hours UV lamp, 5 min spray, 3 hours 55 minutes condensation, 1000 hr total exposure <sup>7</sup>	G 154	Pass <sup>8</sup>	
Abrasion loss, 1.6 mm thickness, liquid only, %	ISSA TB-100	--	1.0
Residue by evaporation, % by weight	D 2939	33	--
Tests on residue from evaporation:			
Penetration, 77°F, 100 g, 5 sec.	T 49	15	30
Flash point, Cleveland open cup, °F	T 48	500	
Tests on base asphalt before emulsification			
Solubility in trichloroethylene, %	T 44	98	--

1. Cure the emulsion in the softening point ring in a 200°F ± 5°F oven for 2 hr.
2. Product shall be homogenous and show no separation or coagulation that cannot be overcome by moderate stirring.
3. No sagging or slippage of film beyond the initial reference line.
4. No blistering or re-emulsification.
5. Recommended for airport applications or where fuel resistance is desired.
6. No absorption of Kerosene into the clay tile past the sealer film. Note sealer surface condition and loss of adhesion.
7. Other exposure cycles with similar levels of irradiation and conditions may be used with Department approval.
8. No cracking, chipping, surface distortion, or loss of adhesion. No color fading or lightening.

300-003 (MOD)

## Special Provision to Item 300

### Asphalts, Oils, and Emulsions



For this project, Item 300, "Asphalts, Oils, and Emulsions," of the Standard Specifications, is hereby amended with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

**Section 300.2.5., "Specialty Emulsions."** The first sentence is voided and replaced with the following:

Specialty emulsions shall be either asphalt-based, and must contain a minimum of 10% tire rubber and must meet the requirements of Table 11 or Table 11A.

**Section 300.2.5., "Specialty Emulsions,"** is supplemented by the following:

**Table 11A**  
**Hard Residue Surface Sealant**

Property	Test Procedure	Min	Max
Viscosity, Krebs unit, 77°F, Krebs units	D 562	45	75
Softening point, °F	T 53 <sup>1</sup>	250	--
Uniformity	D 2939	Pass <sup>2</sup>	
Resistance to heat	D 2939	Pass <sup>3</sup>	
Resistance to water	D 2939	Pass <sup>4</sup>	
Wet flow, mm	D 2939	--	0
Resistance to Kerosene (optional) <sup>5</sup>	D 2939	Pass <sup>6</sup>	
Ultraviolet exposure, UVA-340, 0.77 W/m <sup>2</sup> , 50°C chamber, 8 hours UV lamp, 5 min spray, 3 hours 55 minutes condensation, 1000 hr total exposure <sup>7</sup>	G 154	Pass <sup>8</sup>	
Abrasion loss, 1.6 mm thickness, liquid only, %	ISSA TB-100	--	1.0
Residue by evaporation, % by weight	D 2939	33	--
Tests on residue from evaporation:			
Penetration, 77°F, 100 g, 5 sec.	T 49	15	30
Flash point, Cleveland open cup, °F	T 48	500	
Tests on base asphalt before emulsification			
Solubility in trichloroethylene, %	T 44	98	--

1. Cure the emulsion in the softening point ring in a 200°F ± 5°F oven for 2 hr.
2. Product shall be homogenous and show no separation or coagulation that cannot be overcome by moderate stirring.
3. No sagging or slippage of film beyond the initial reference line.
4. No blistering or re-emulsification.
5. Recommended for airport applications or where fuel resistance is desired.
6. No absorption of Kerosene into the clay tile past the sealer film. Note sealer surface condition and loss of adhesion.
7. Other exposure cycles with similar levels of irradiation and conditions may be used with Department approval.
8. No cracking, chipping, surface distortion, or loss of adhesion. No color fading or lightening.

300-009

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## Special Provision to Item 300

### Asphalts, Oils, and Emulsions

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Item 300, "Asphalts, Oils, and Emulsions," of the Standard Specifications is amended with respect to the clauses cited below. No other clauses or requirements of this Item are waived or changed.

**Article 300.2., "Materials."** The first paragraph is voided and replaced by the following.

Provide asphalt materials that meet the stated requirements when tested in accordance with the referenced Department, AASHTO, and ASTM test methods. Use asphalt containing recycled materials only if the recycled components meet the requirements of Article 6.9, "Recycled Materials." Provide asphalt materials that the Department has preapproved for use in accordance with Tex-545-C, "Asphalt Binder Quality Program."

Inform the Department of all additives or modifiers included in the asphalt binder as part of the facility quality plan, as required by Tex-545-C, "Asphalt Binder Quality Program," and provide that information to Department personnel. The Department reserves the right to prohibit the use of any asphalt additive or modifier.

**Section 300.2.10. "Performance-Graded Binders,"** is supplemented by the following:

Limit the use of polyphosphoric acid to no more than 0.5% by weight of the asphalt binder.

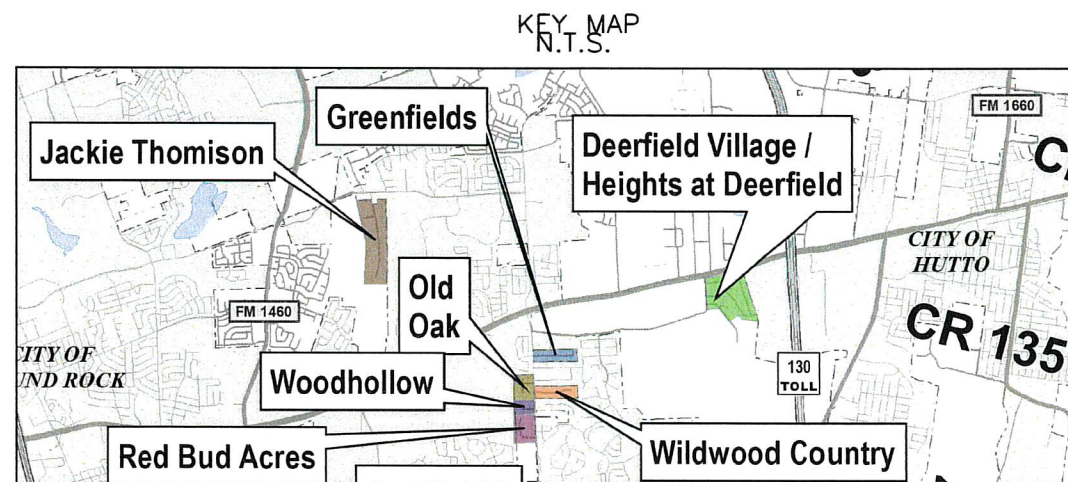
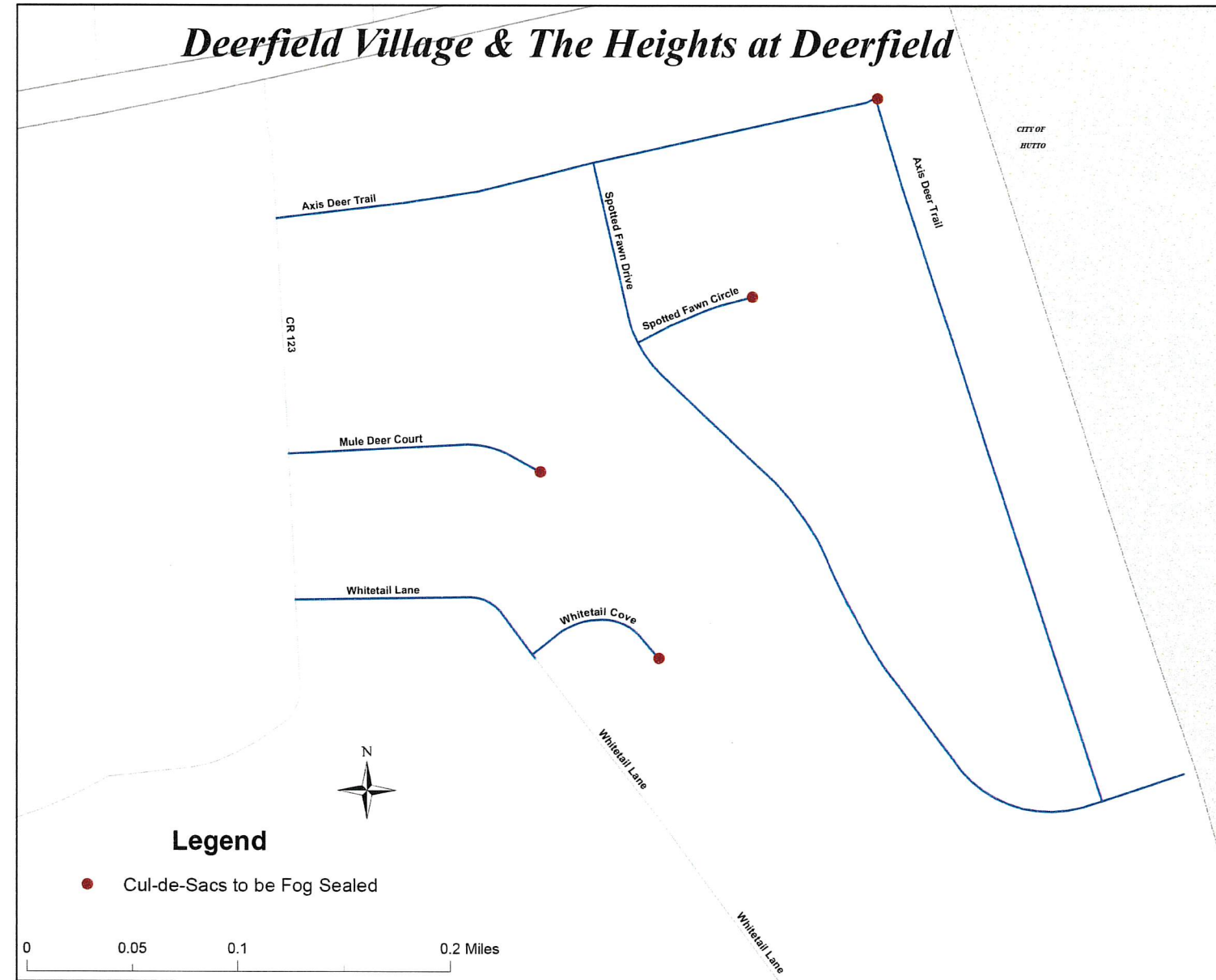
Limit the use of re-refined engine oil bottoms to no more than 5.0% by weight of the asphalt binder.







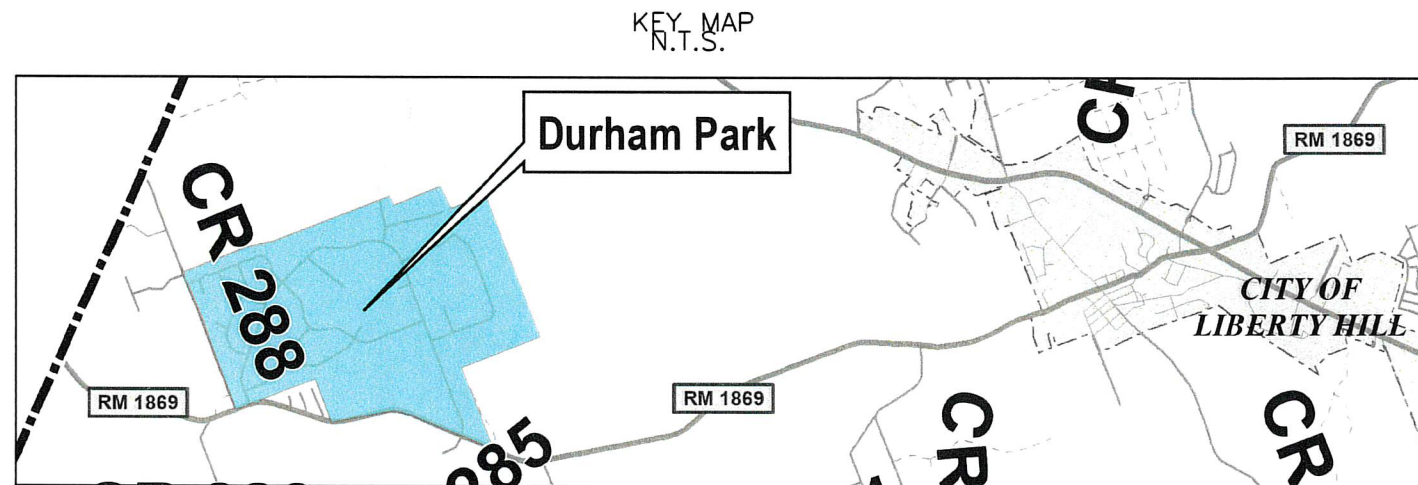
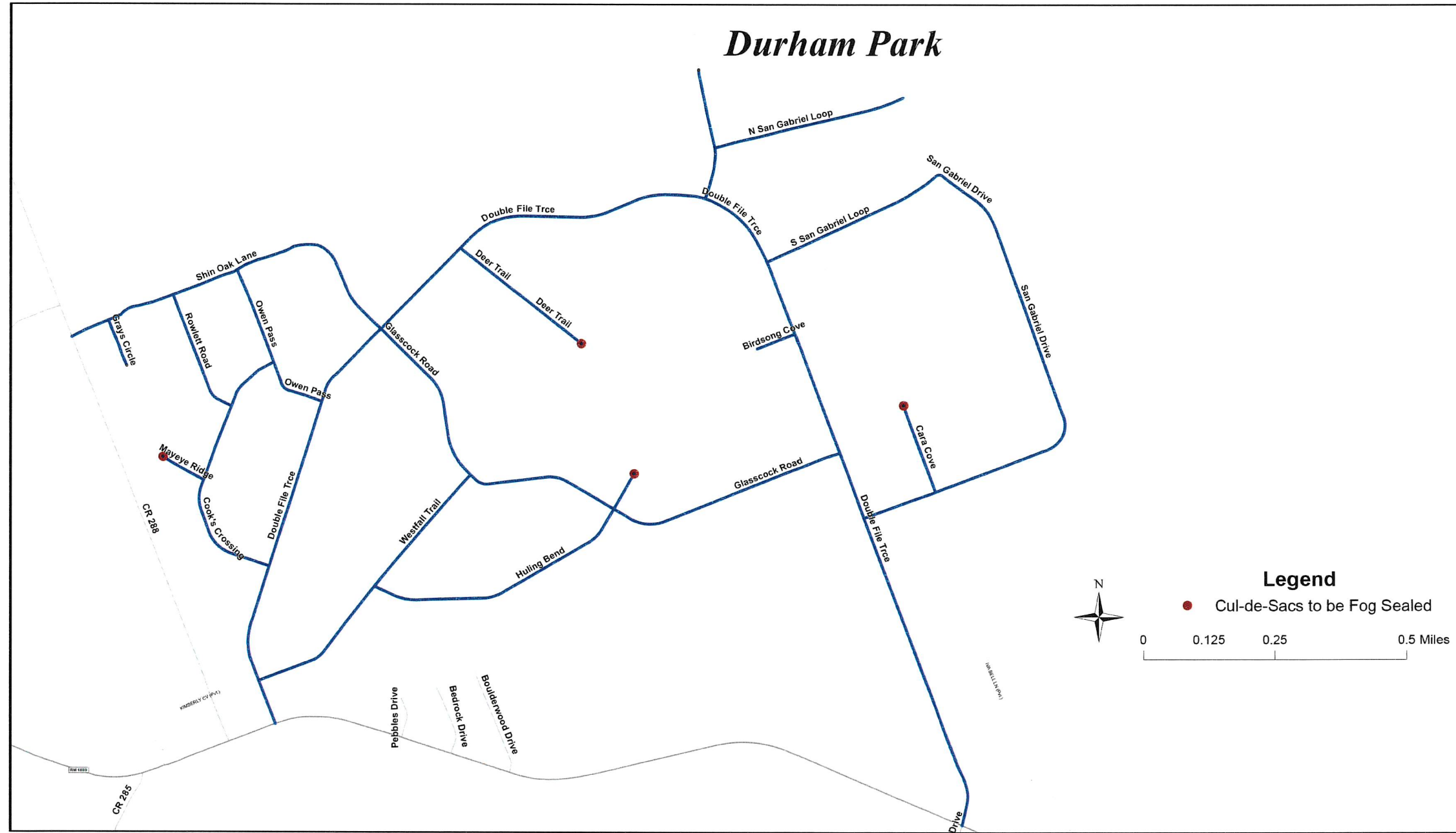




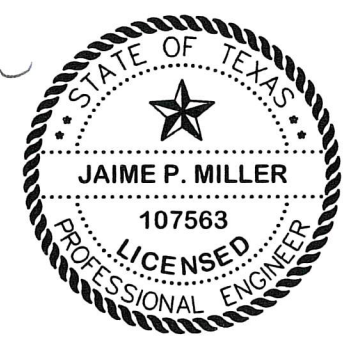
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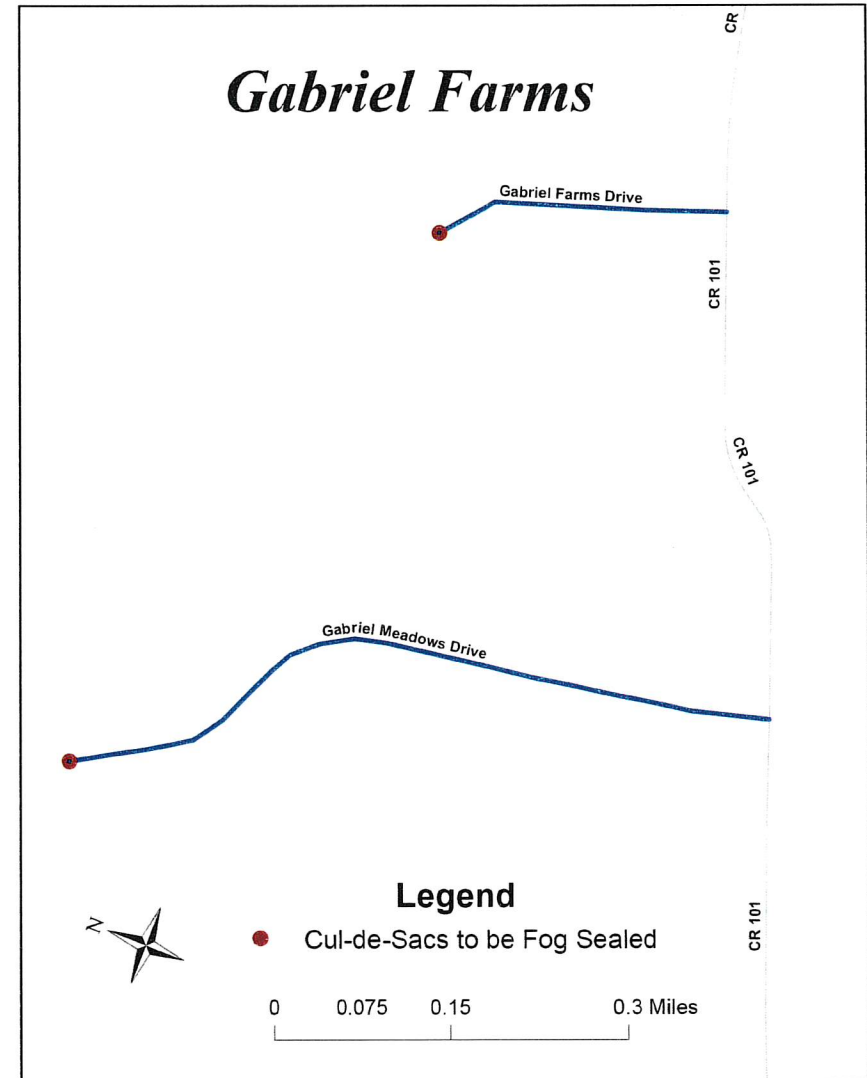
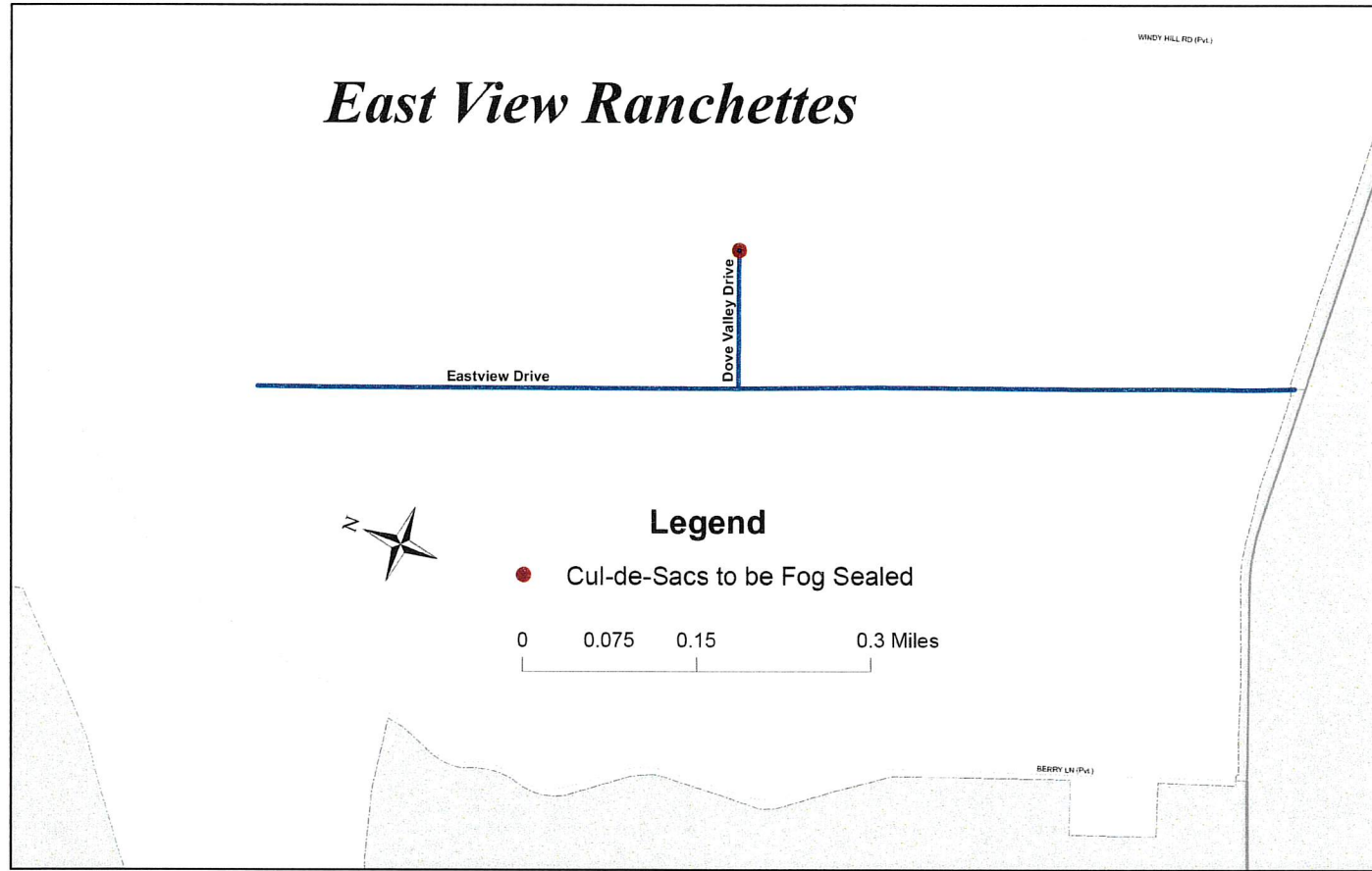


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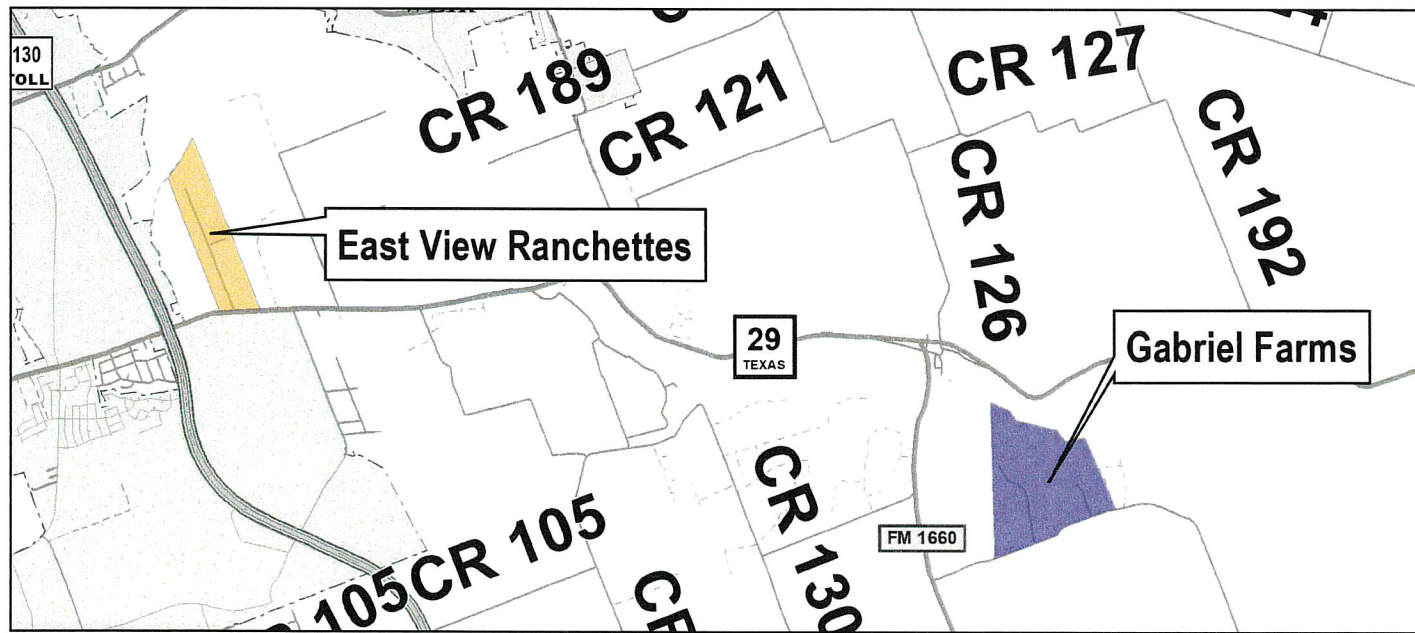


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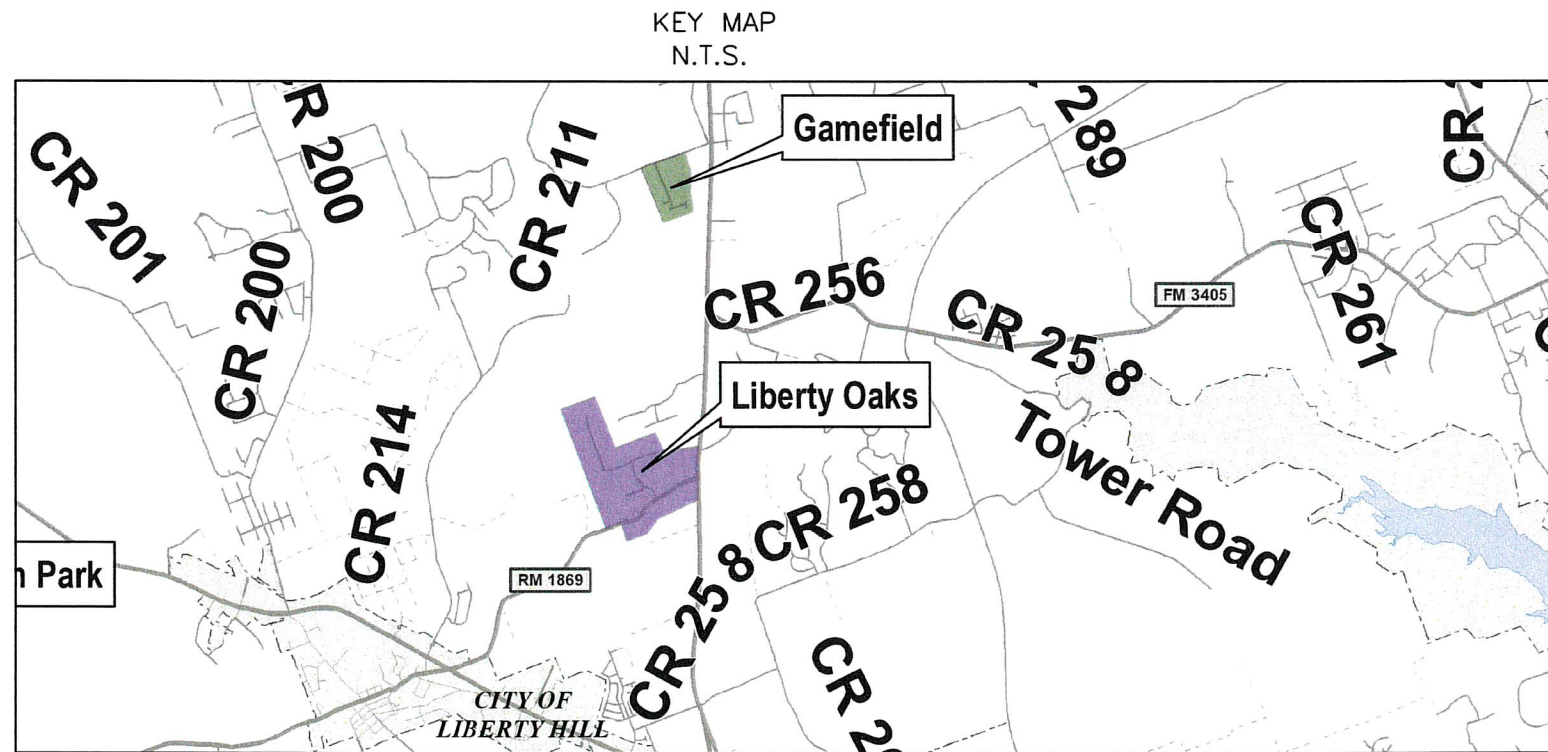
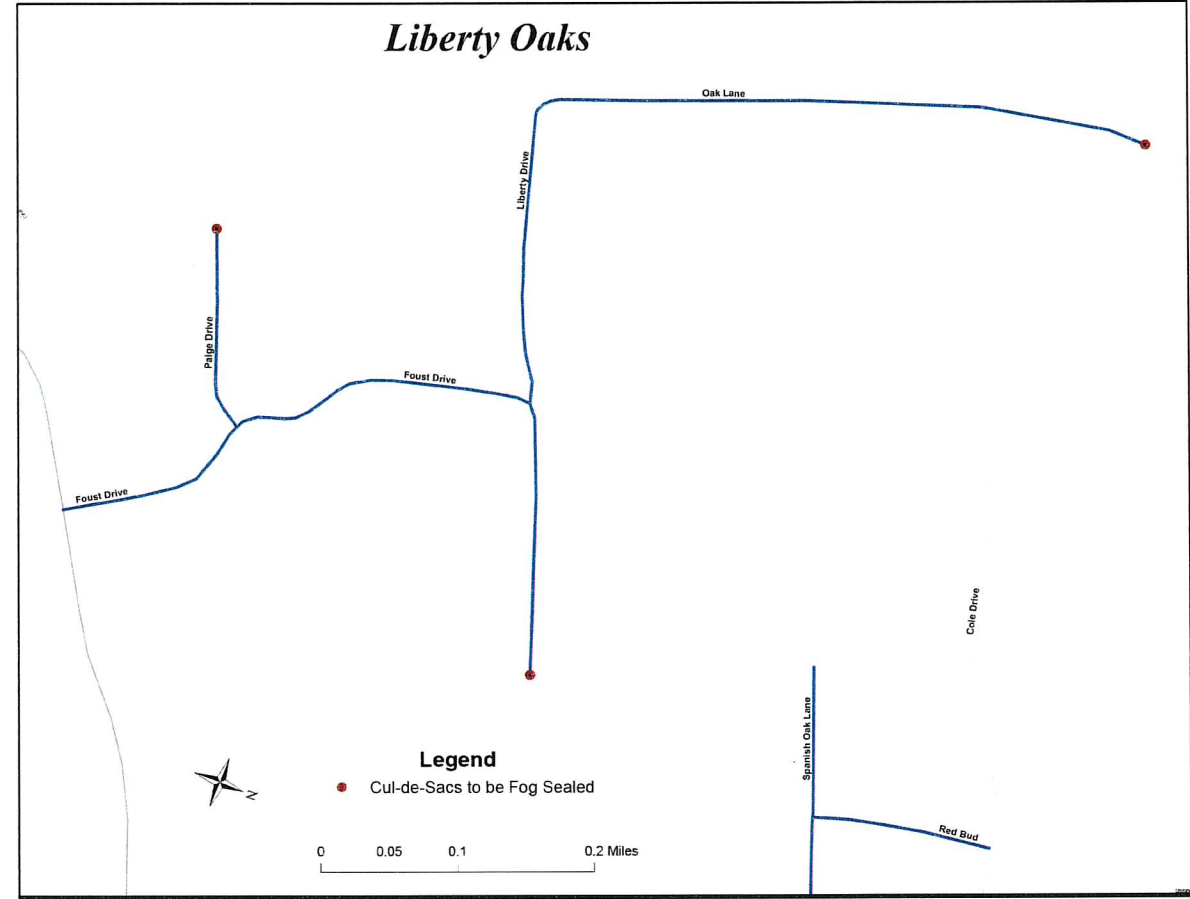
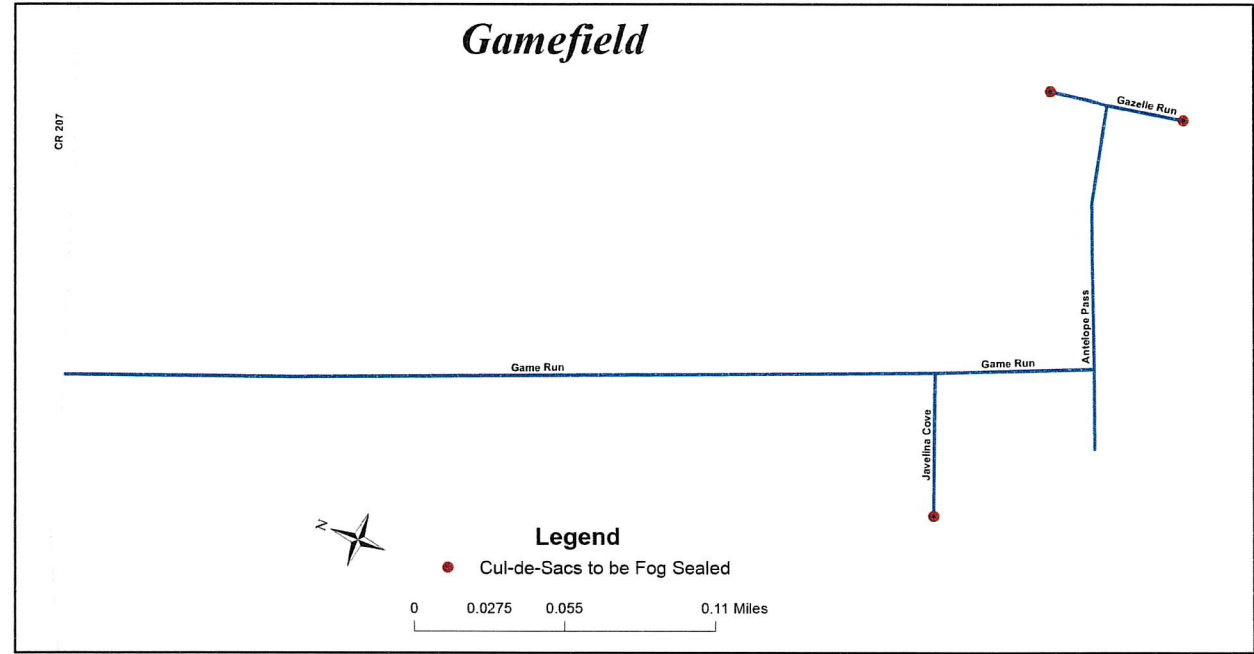
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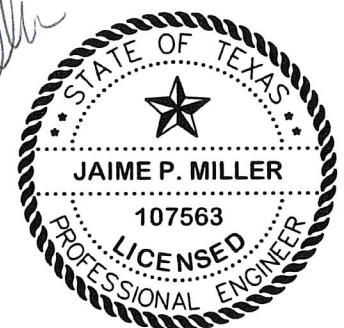
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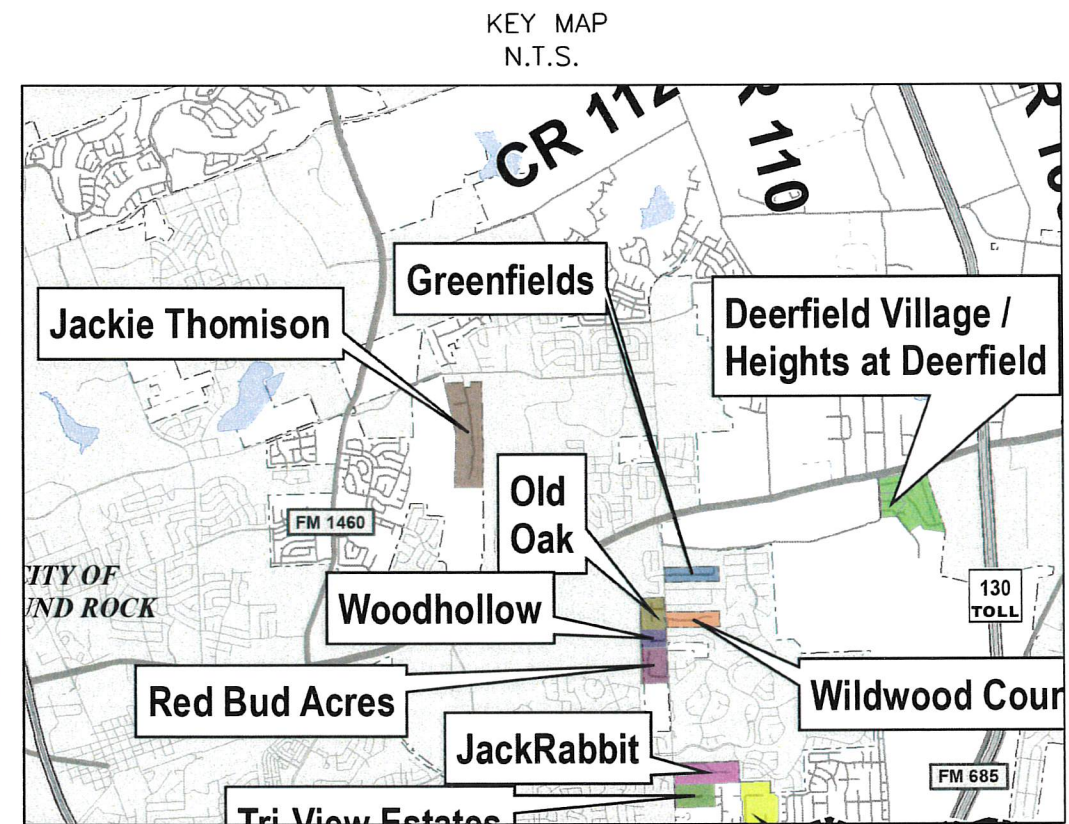
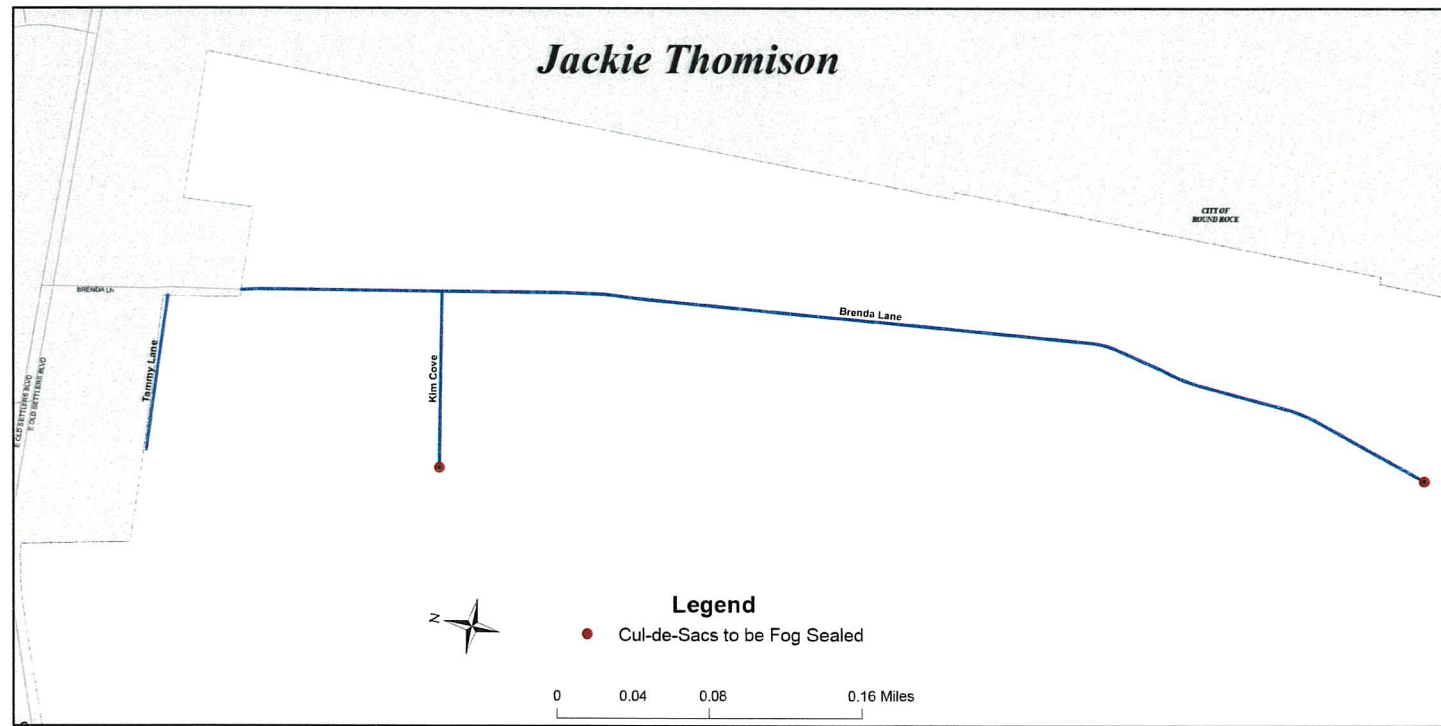
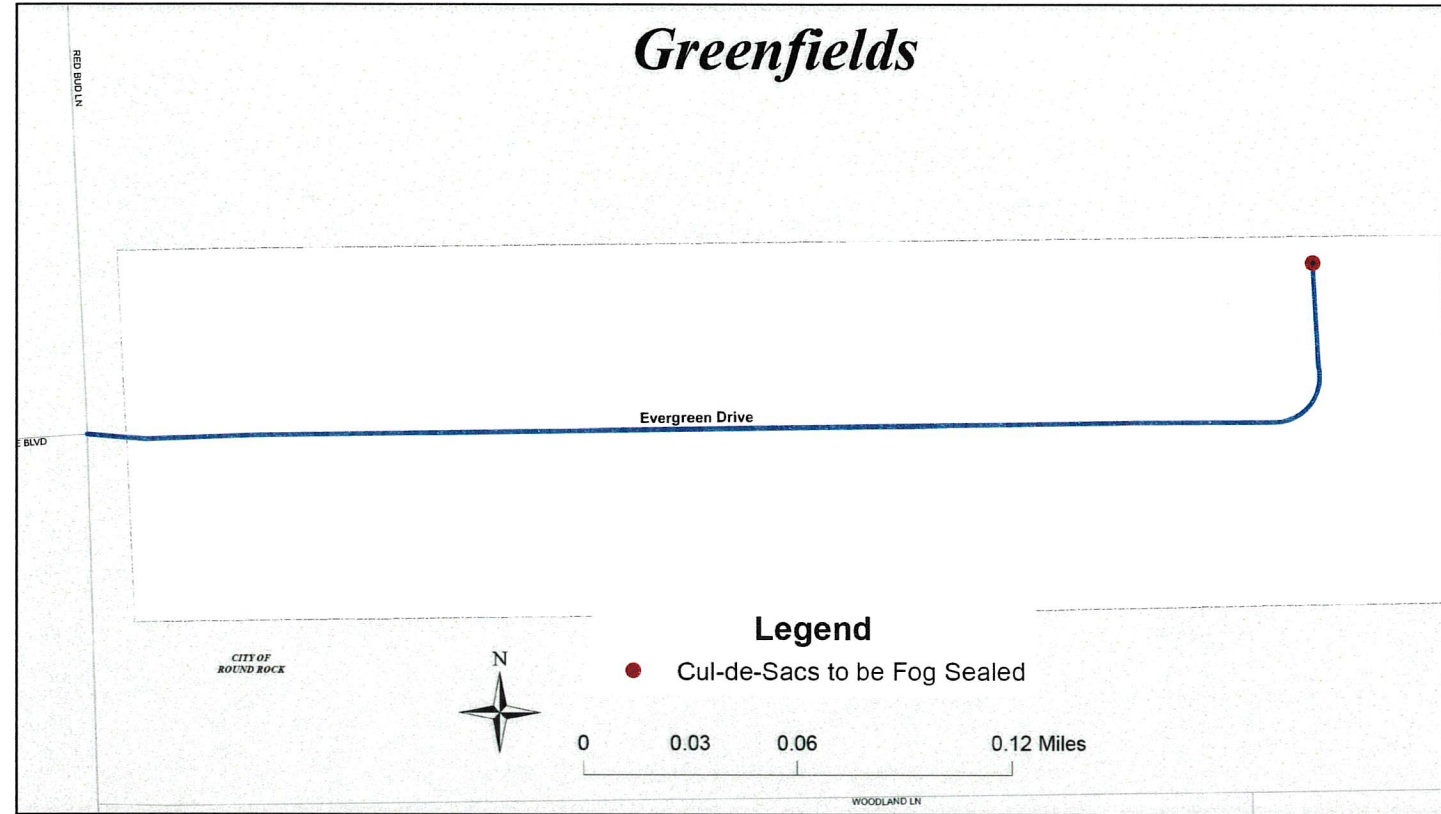


*Jaime P. Miller*  
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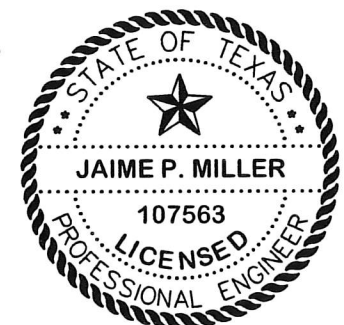


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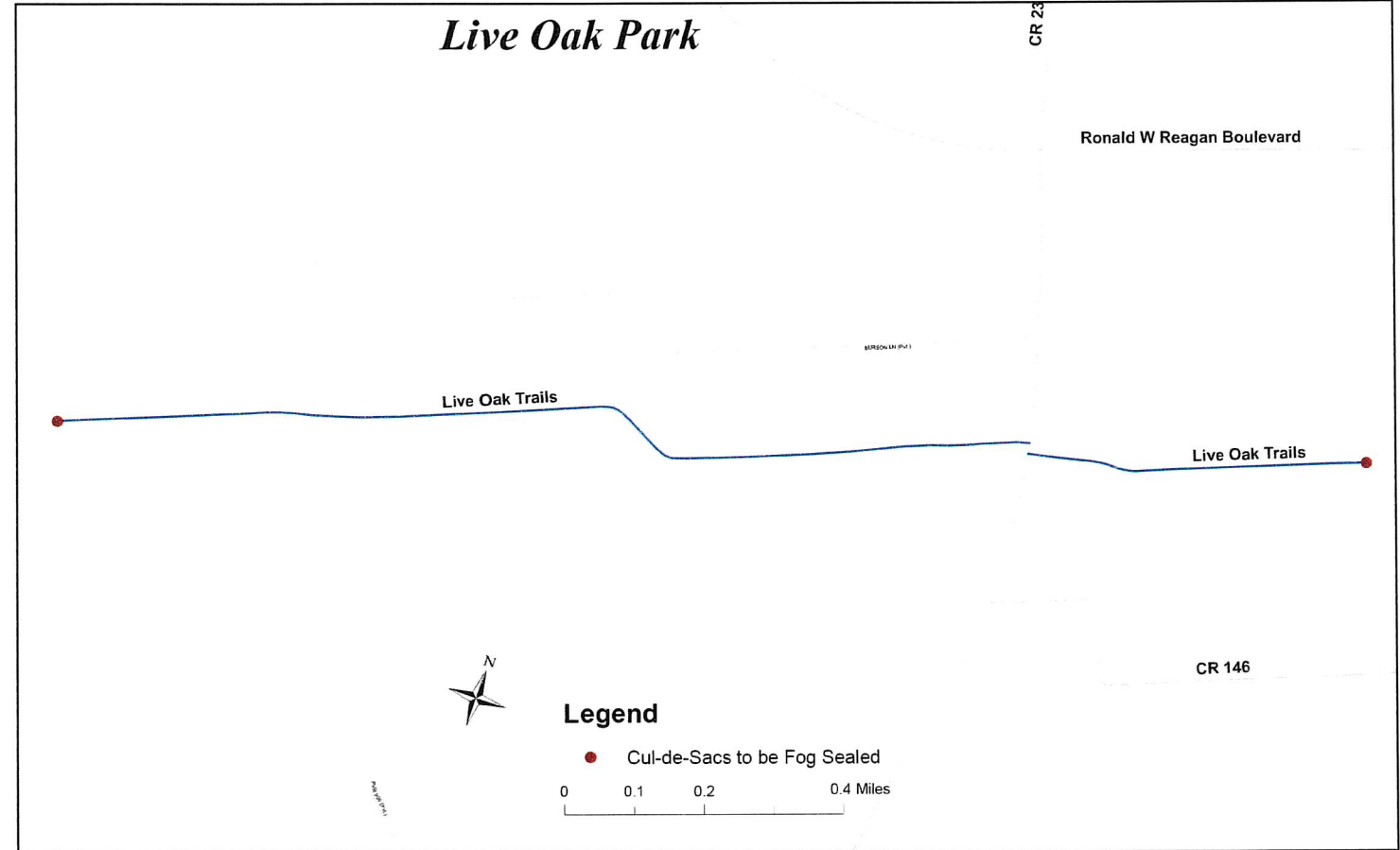
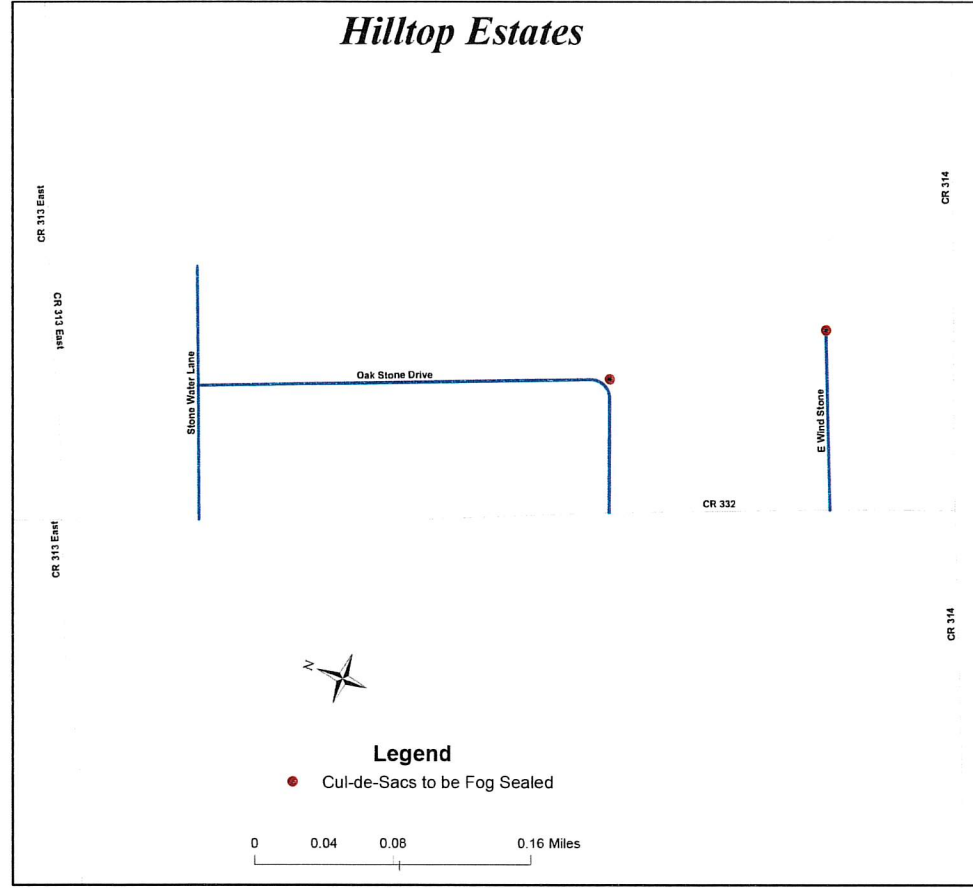


*Jaime Miller*  
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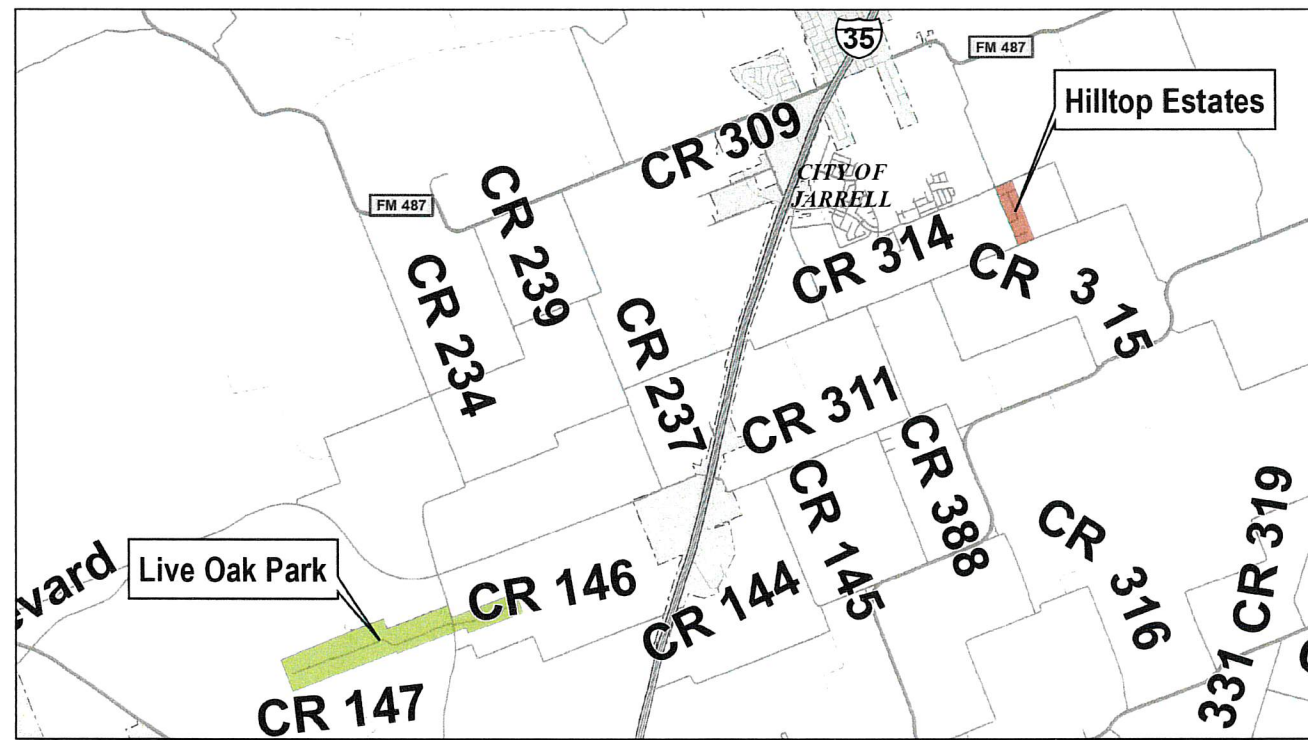


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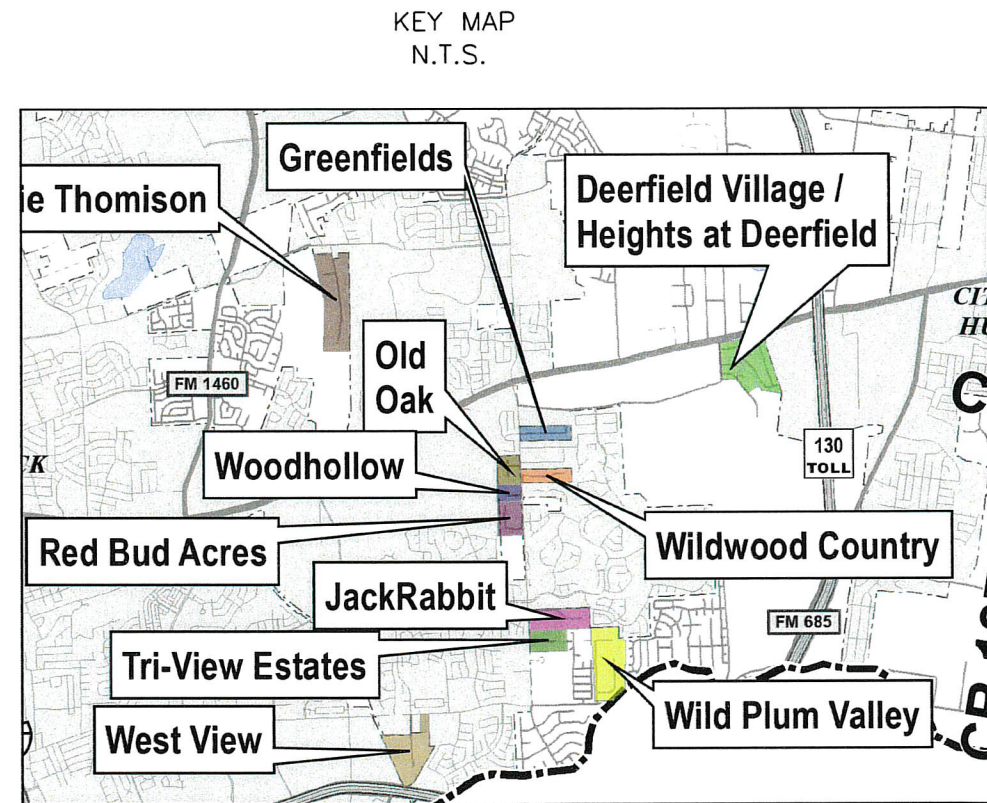
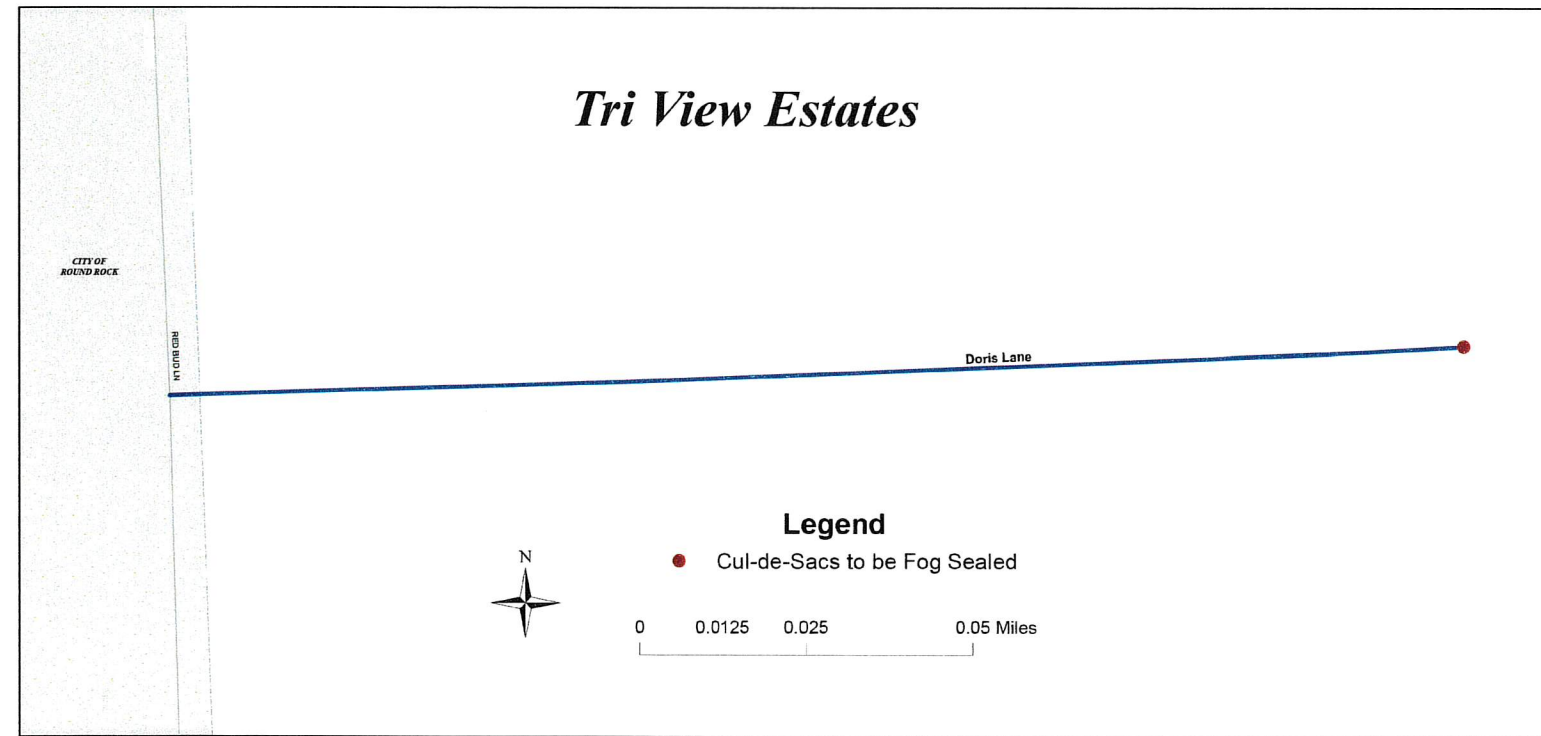
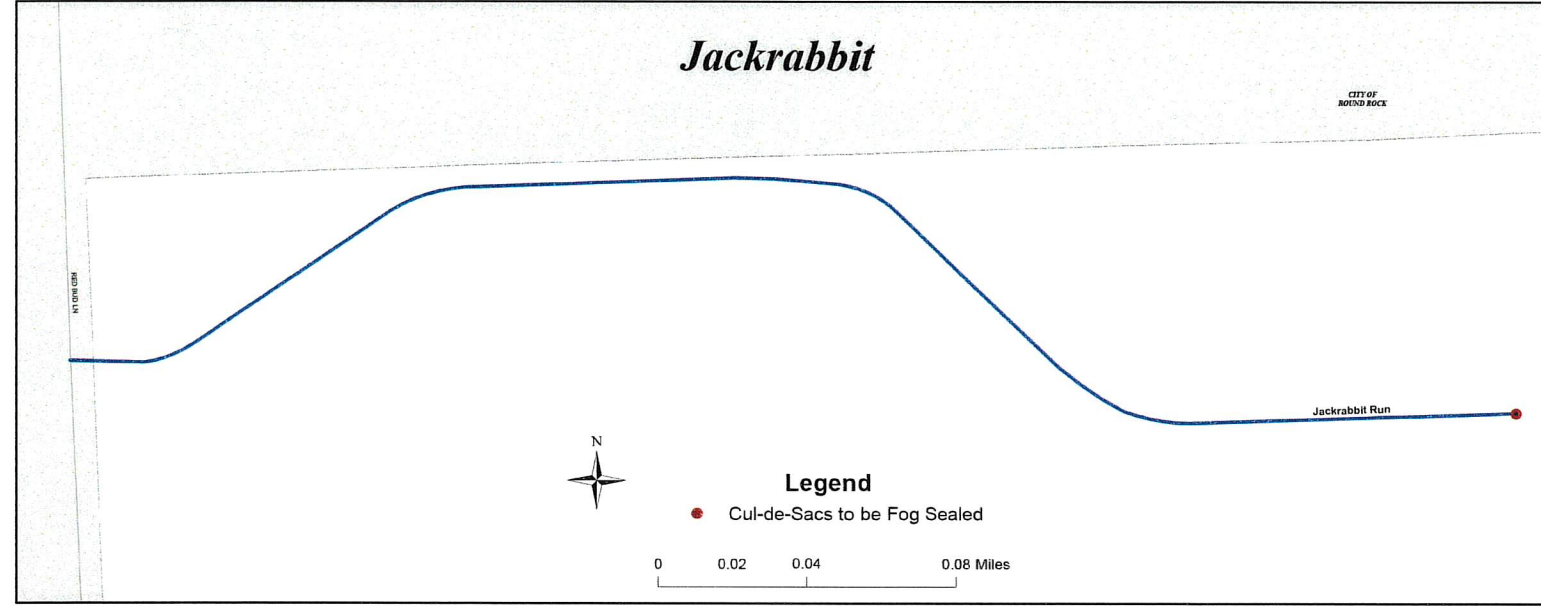


*Jaime P. Miller*  
11/28/17

STATE OF TEXAS  
JAIME P. MILLER  
107563  
LICENSED PROFESSIONAL ENGINEER

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*Jaime P. Miller*  
11/28/17

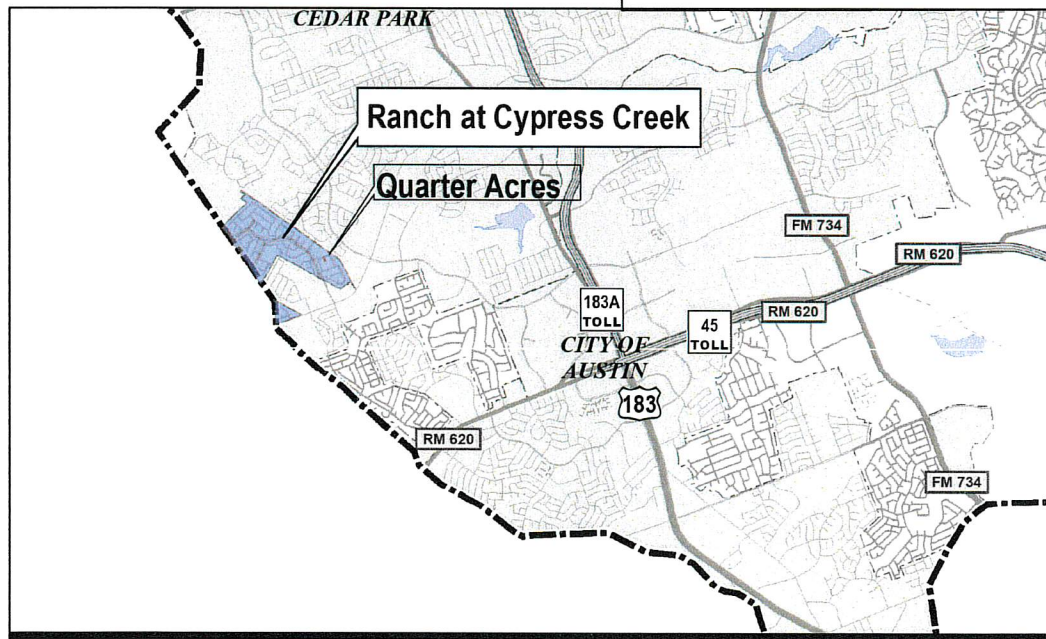
STATE OF TEXAS  
JAIME P. MILLER  
107563  
LICENSED PROFESSIONAL ENGINEER

WILLIAMSON COUNTY DEPT. OF INFRASTRUCTURE 3151 S.E. INNER LOOP, SUITE B GEORGETOWN, TEXAS 78626 512-943-3330 www.wfco.org	
CUL-DE-SAC FOG SEAL (VISTA OAKS) FALL 2017	JACKRABBIT / TRI VIEW ESTATES
PROJECT: FOG SEAL FALL 17	DATE: 11/16/2017
DESIGNED: JPM	CAD DWG: JPM
REVIEWED: KOK	
SHEET	
11 OF 19	

# Ranch at Cypress Creek / Quarter Acres



KEY MAP  
N.T.S.



### Legend

- Cul-de-Sacs to be Fog Sealed
- 0 0.05 0.1 0.2 Miles

NO.	DESCRIPTION	BY	DATE

WILLIAMSON COUNTY  
DEPT. OF  
INFRASTRUCTURE  
3151 S.E. INNER LOOP, SUITE B  
GEORGETOWN, TEXAS 78626  
512-943-3330  
www.willco.org

CUL-DE-SAC FOG SEAL  
(VISTA OAKS)  
FALL 2017  
RANCH AT CYPRESS  
CREEK

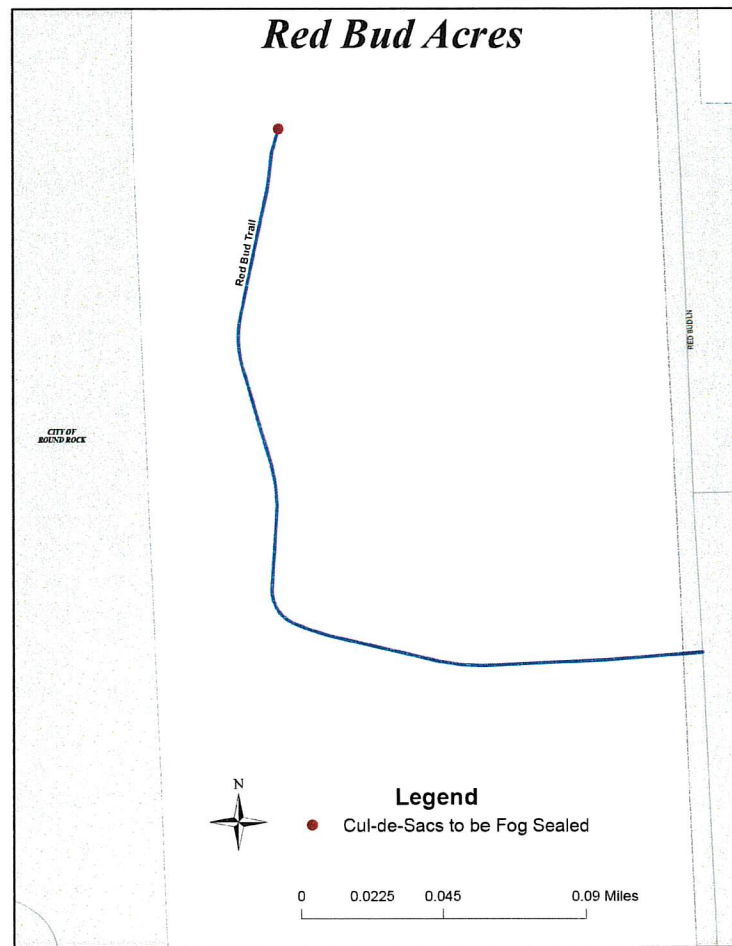
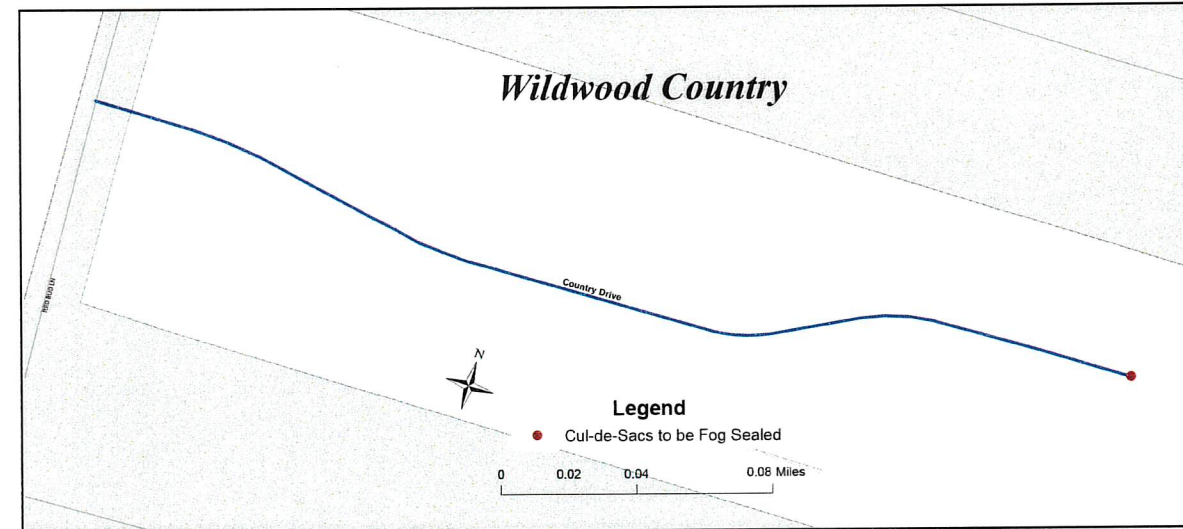
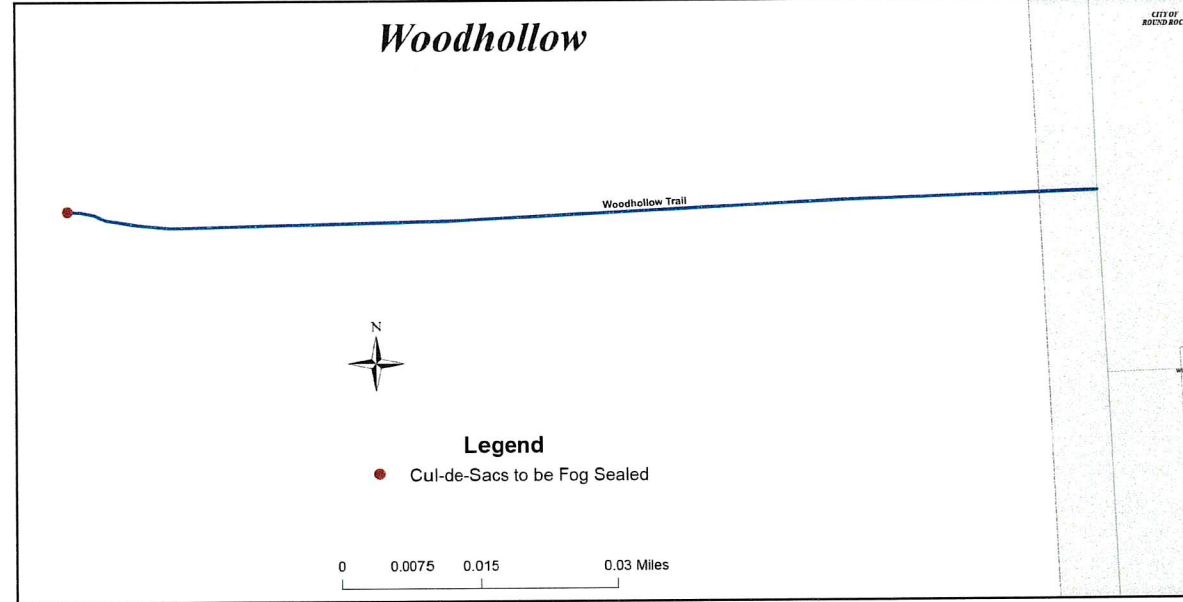
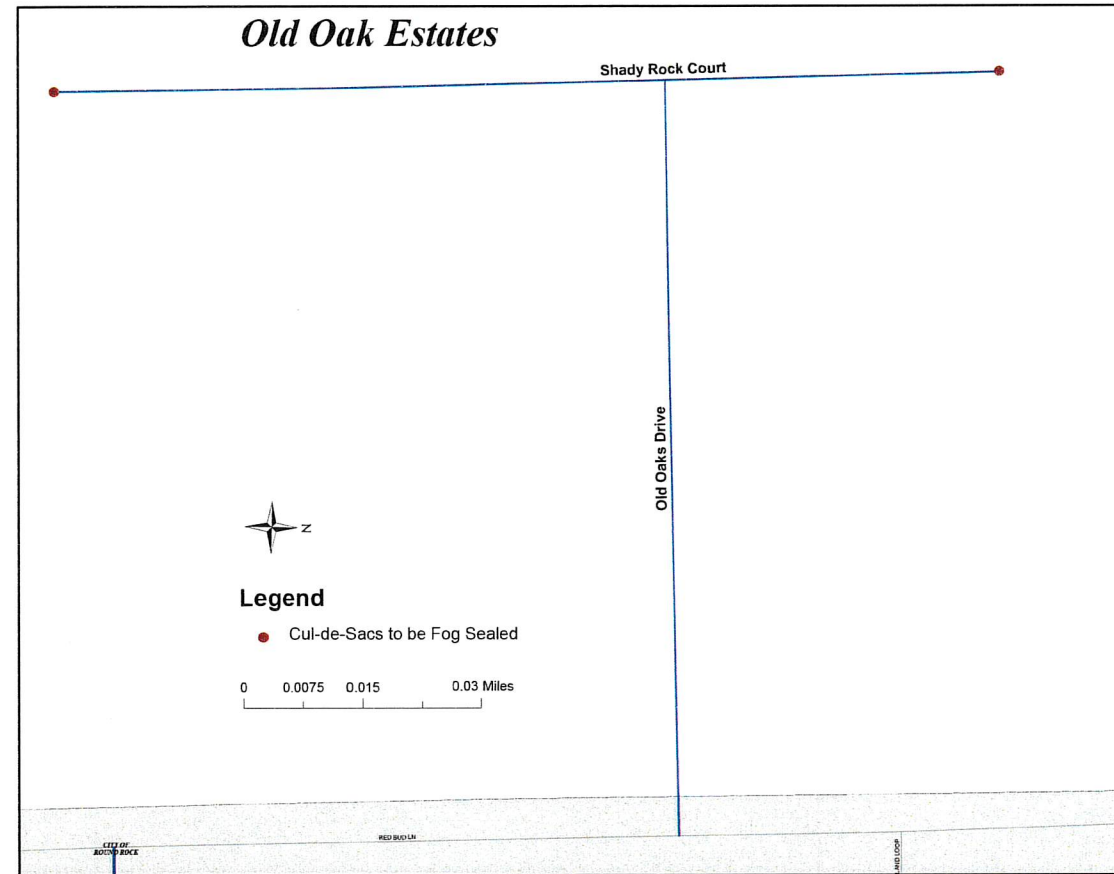


PROJECT: FOG SEAL FALL 17
DATE: 11/16/2017
DESIGNED: JPM
CAD DWG: JPM
REVIEWED: KOK

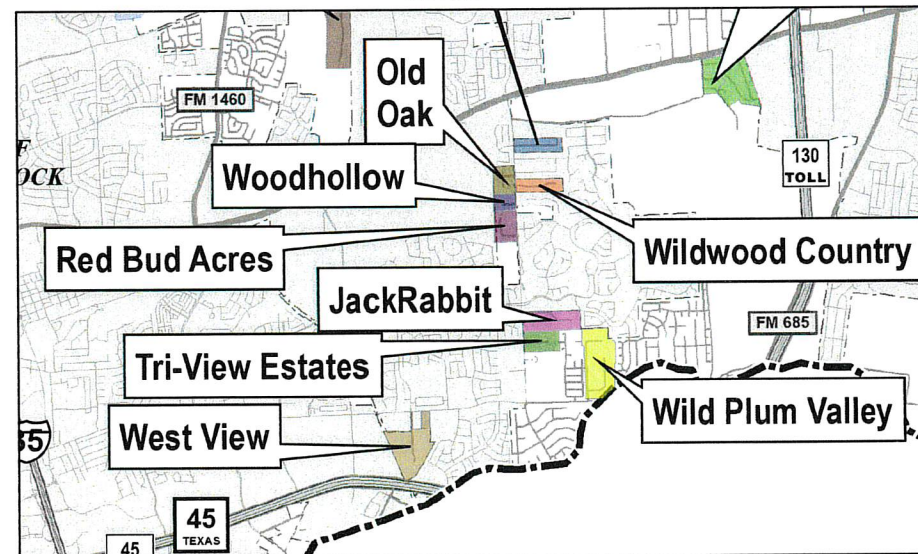
SHEET

*Jaime P. Miller*  
11/28/17

2017\*2018\*FOG SEAL\*PLANI2\*ARC.dgn  
11/16/2017 5:13:25 PM



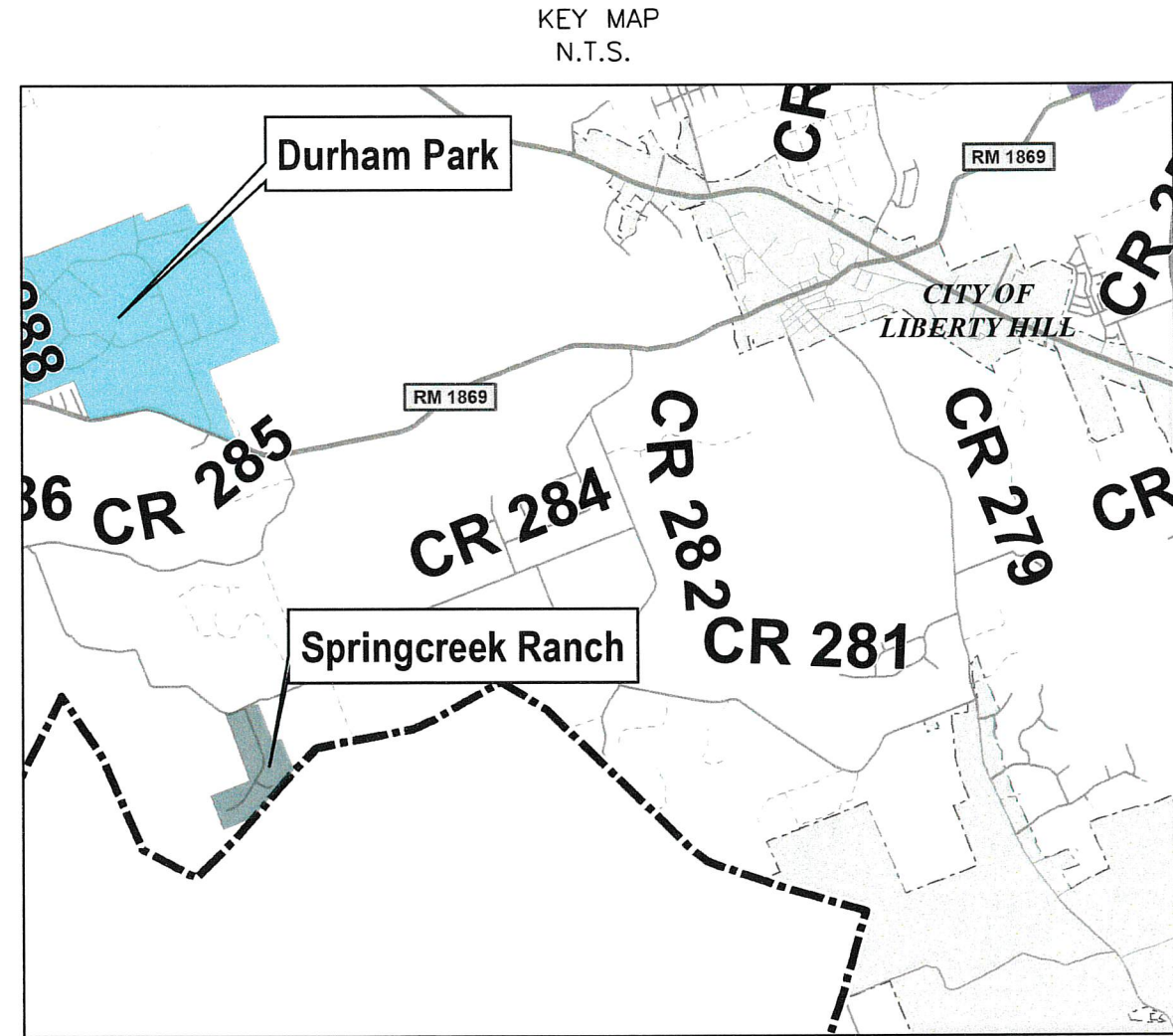
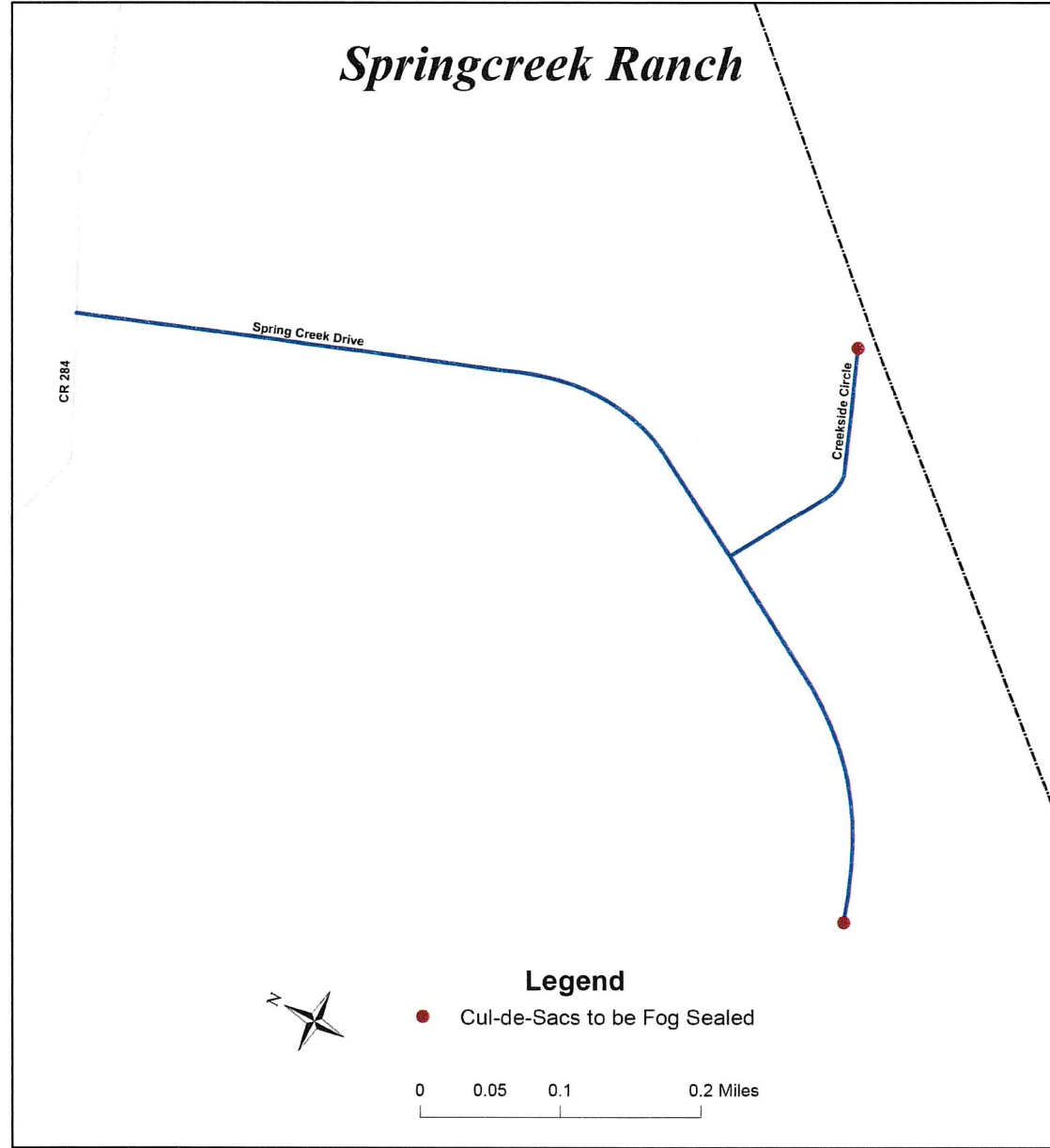
KEY MAP  
N.T.S.



*Jaime Miller*  
11/28/17

2017\*2018\*FOG SEAL\*PLAN13\*RBAA\*WH\*CO.dgn  
11/16/2017 5:15:37 PM

WILLIAMSON COUNTY DEPT. OF INFRASTRUCTURE 3151 S.E. INNER LOOP, SUITE B GEORGETOWN, TEXAS 78626 512-943-3330 www.wilco.org	
CUL-DE-SAC FOG SEAL (VISTA OAKS) FALL 2017	REDBUD ACRES / WOODHOLLOW / OLD OAK ESTATES / WILDWOOD COUNTRY
PROJECT: FOG SEAL FALL 17	DATE: 11/16/2017
DESIGNED: JPM	CAD DWG: JPM
REVIEWED: KOK	
SHEET	
13 OF 19	



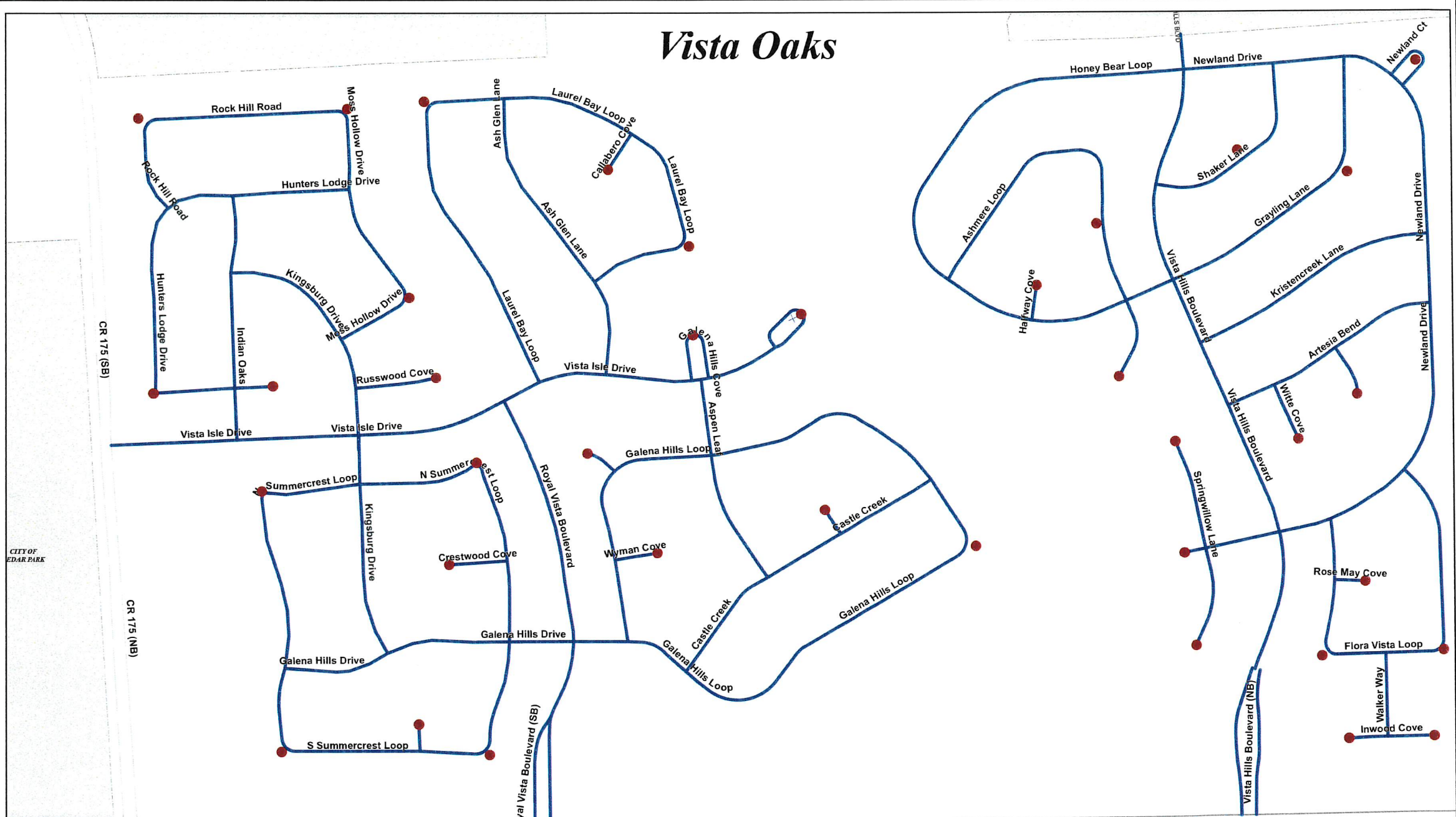
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11/16/2017 5:19:48 PM

*Jaime Miller*  
11/28/17

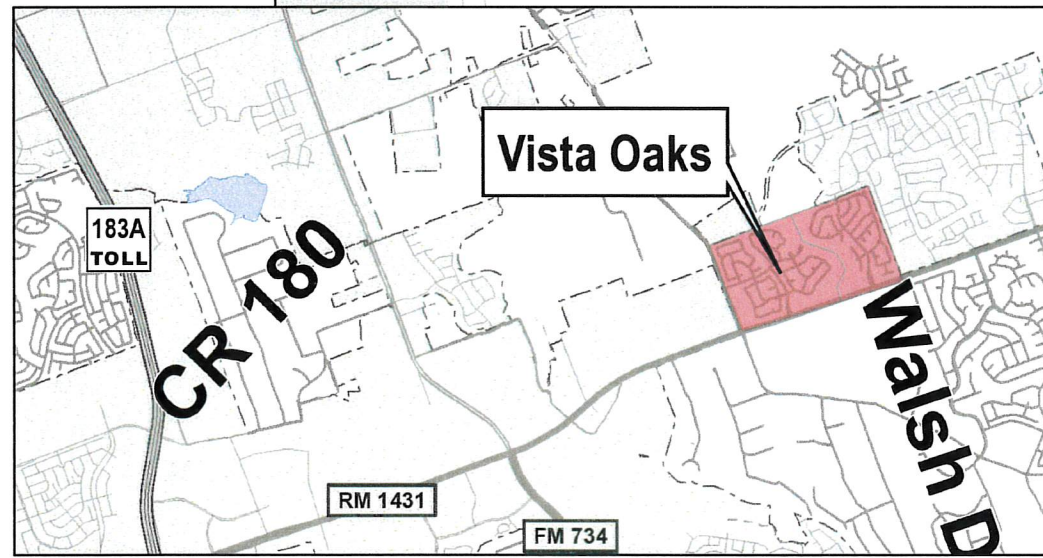
STATE OF TEXAS  
JAIME P. MILLER  
107563  
LICENSED PROFESSIONAL ENGINEER

PROJECT: FOG SEAL FALL 17	NO.	DESCRIPTION	BY	DATE
DATE: 11/16/2017				
DESIGNED: JPM				
CAD DWG: JPM				
REVIEWED: KOK				
SHEET				
14 OF 19				
CUL-DE-SAC FOG SEAL (VISTA OAKS) FALL 2017 SPRINGCREEK RANCH		WILLIAMSON COUNTY DEPT. OF INFRASTRUCTURE 3151 S.E. INNER LOOP, SUITE B GEORGETOWN, TEXAS 78626 512-943-3330 www.wilco.org		

# Vista Oaks



KEY MAP  
N.T.S.

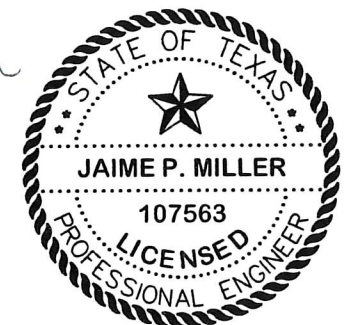


### Legend

● Cul-de-Sacs to be Fog Sealed

0 0.05 0.1 0.2 Miles

*Jaime P. Miller*  
11/25/17



NO.	DESCRIPTION	BY	DATE

WILLIAMSON COUNTY  
DEPT. OF  
INFRASTRUCTURE  
3151 S.E. INNER LOOP, SUITE B  
GEORGETOWN, TEXAS 78626  
512-943-3330  
www.willco.org

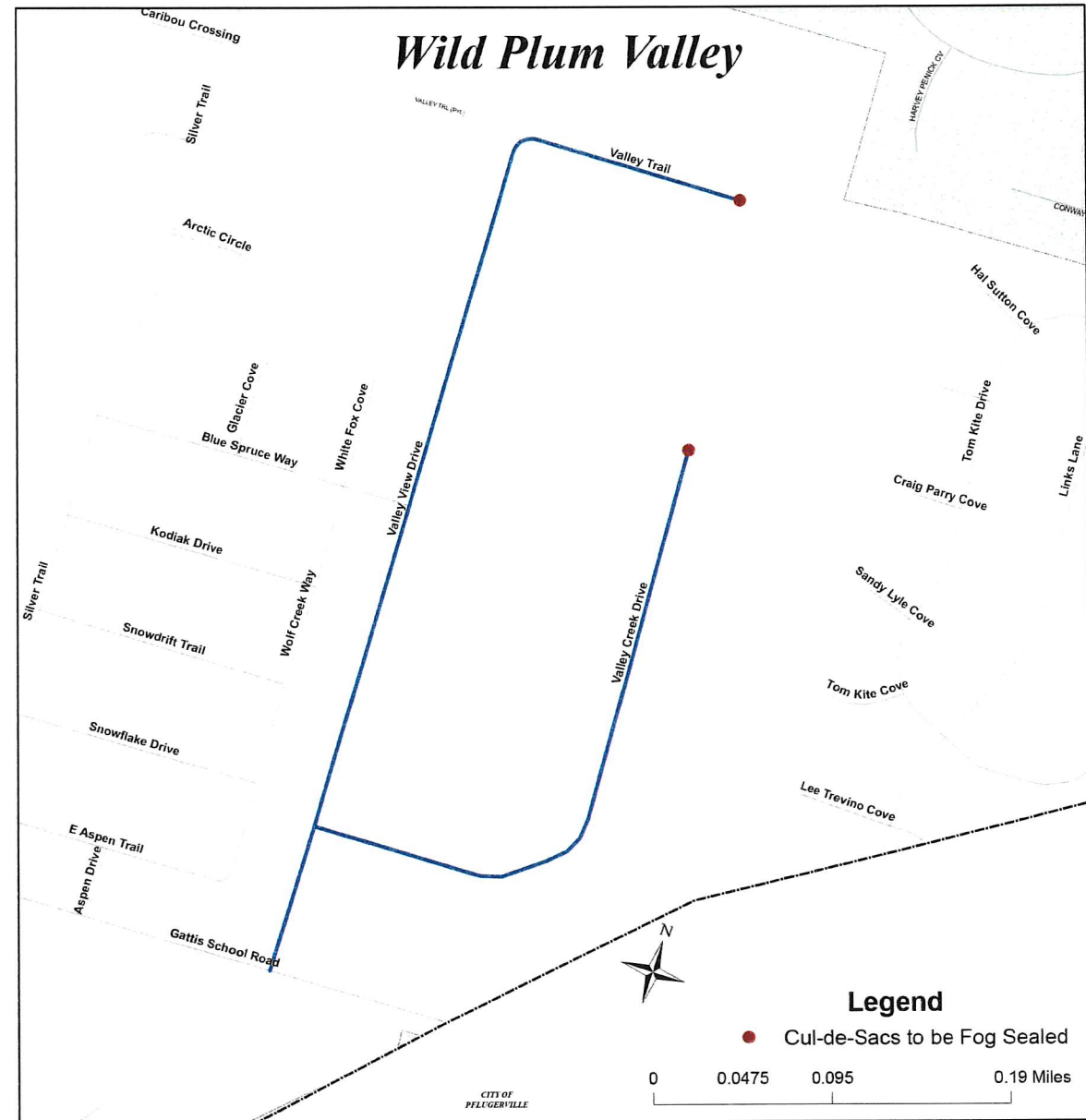
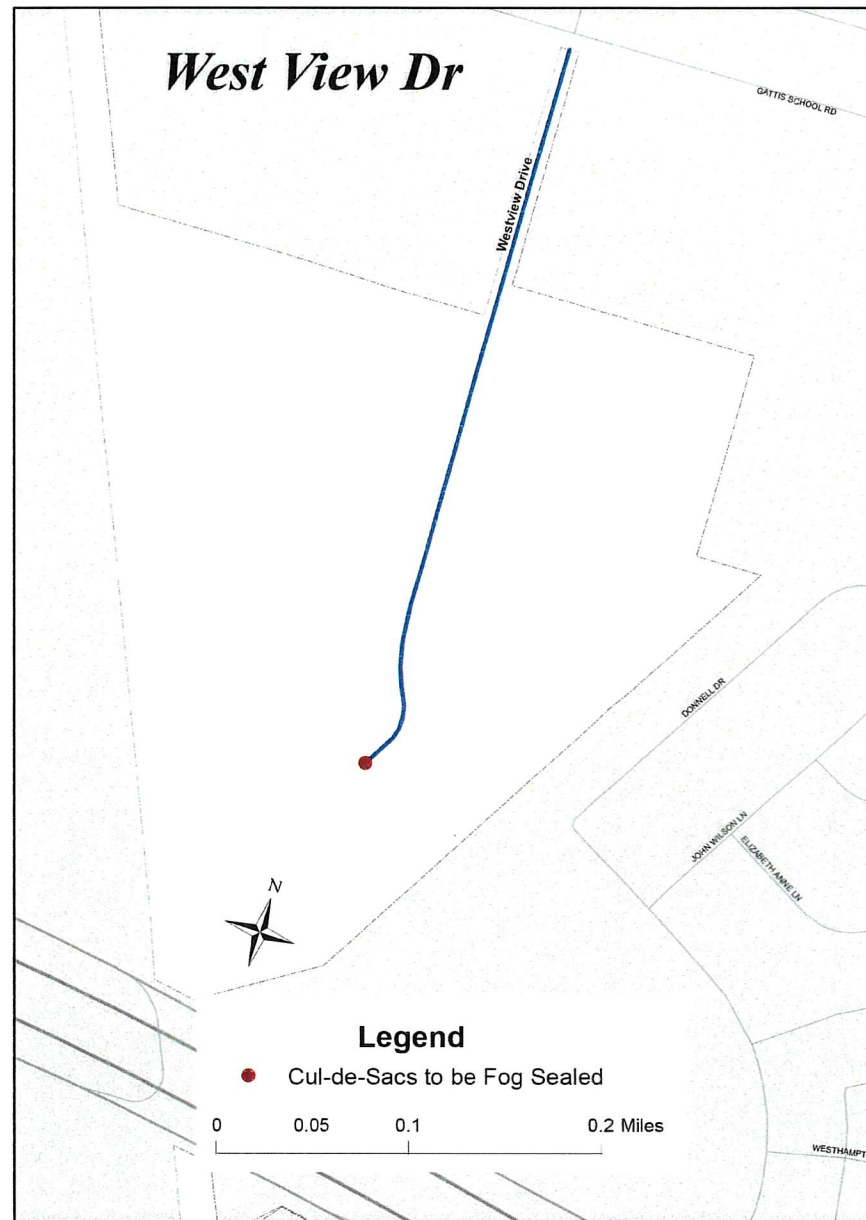
CUL-DE-SAC FOG SEAL  
(VISTA OAKS)  
FALL 2017  
VISTA OAKS



PROJECT: FOG SEAL FALL 17
DATE: 11/16/2017
DESIGNED: JPM
CAD DWG: JPM
REVIEWED: KOK

SHEET  
15 OF 19

2017\*2018\*FOG SEAL\*PLAN15\*VO.dgn  
11/16/2017 5:29:49 PM



KEY MAP  
N.T.S.

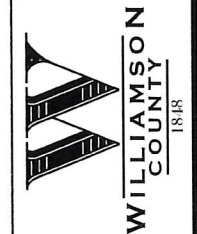


*Jaime Miller*  
11/28/17

NO.	DESCRIPTION	BY	DATE

WILLIAMSON COUNTY  
DEPT. OF  
INFRASTRUCTURE  
3151 S.E. INNER LOOP, SUITE B  
GEORGETOWN, TEXAS 78626  
512-943-3330  
www.wilco.org

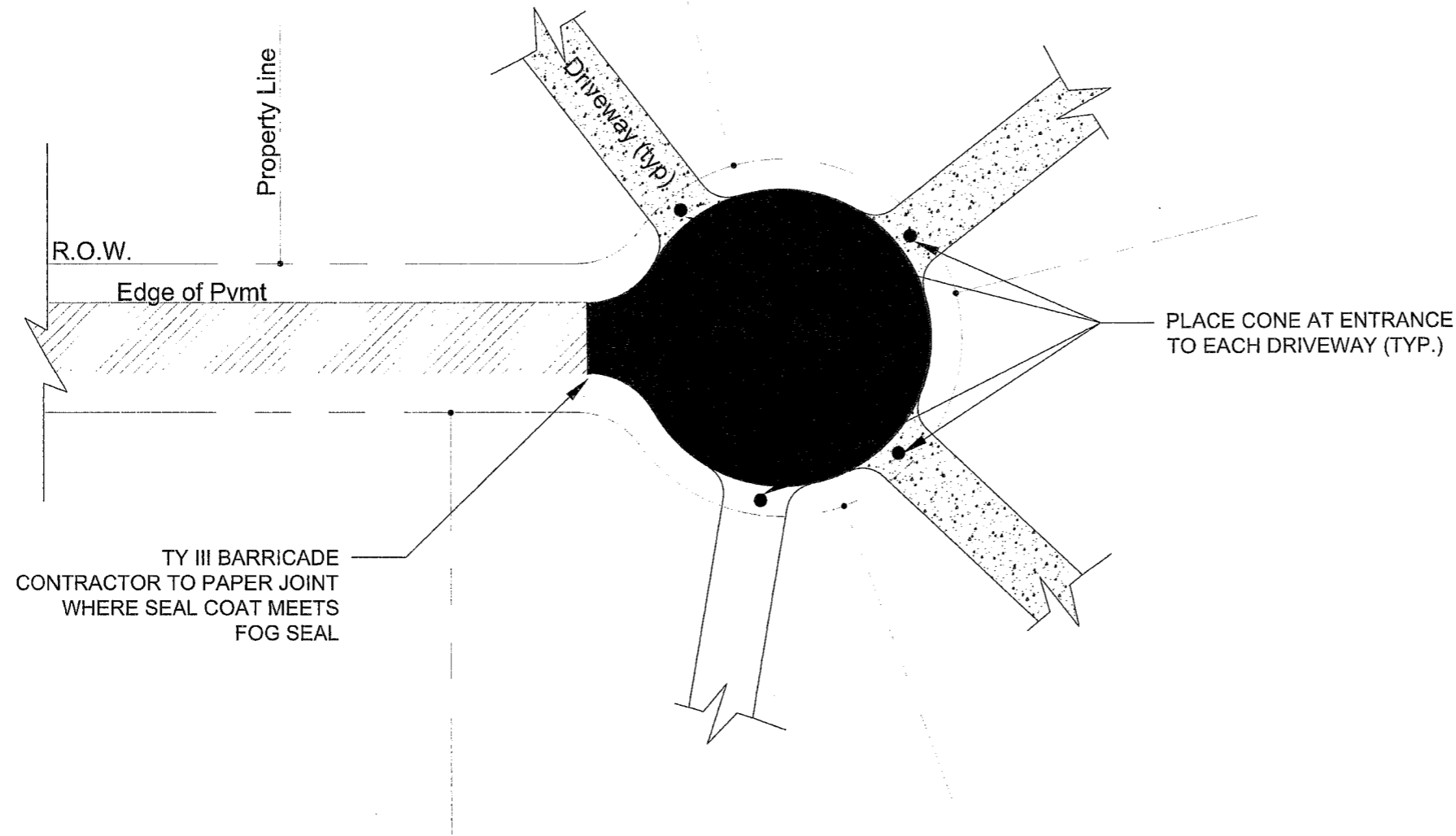
CUL-DE-SAC FOG SEAL  
(VISTA OAKS)  
FALL 2017  
WEST VIEW / WILD PLUM  
VALLEY



PROJECT: FOG SEAL FALL 17
DATE: 11/16/2017
DESIGNED: JPM
CAD DWG: JPM
REVIEWED: KOK

SHEET  
16 OF 19

2017\*2018\*FOG SEAL\*PLANT 6\*WV\*WPV.dgn  
11/16/2017 5:31:33 PM

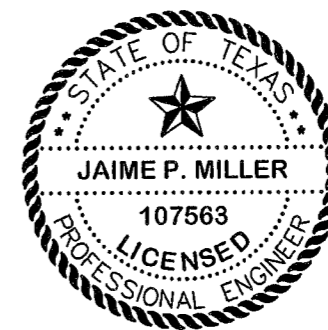


**NOTES:**

1. THE DRIVEWAY(S) FOR EACH RESIDENCE IN THE CUL-DE-SAC SHALL HAVE CONES OR TY III BARRICADES PLACED TO REMIND RESIDENTS OF THE FOG SEAL WORK.
2. CONTRACTOR SHALL ASSIGN AT LEAST ONE COMPETENT EMPLOYEE TO EACH CUL-DE-SAC THAT HAS RECEIVED A FOG SEAL APPLICATION BUT HAS NOT YET BEEN OPENED TO TRAFFIC. THIS EMPLOYEE WILL ENSURE THAT TRAFFIC DOES NOT DRIVE ON THE NON-CURED FOG SEAL.


**Fog Seal Limits in Cul-de-sac Areas**

NTS

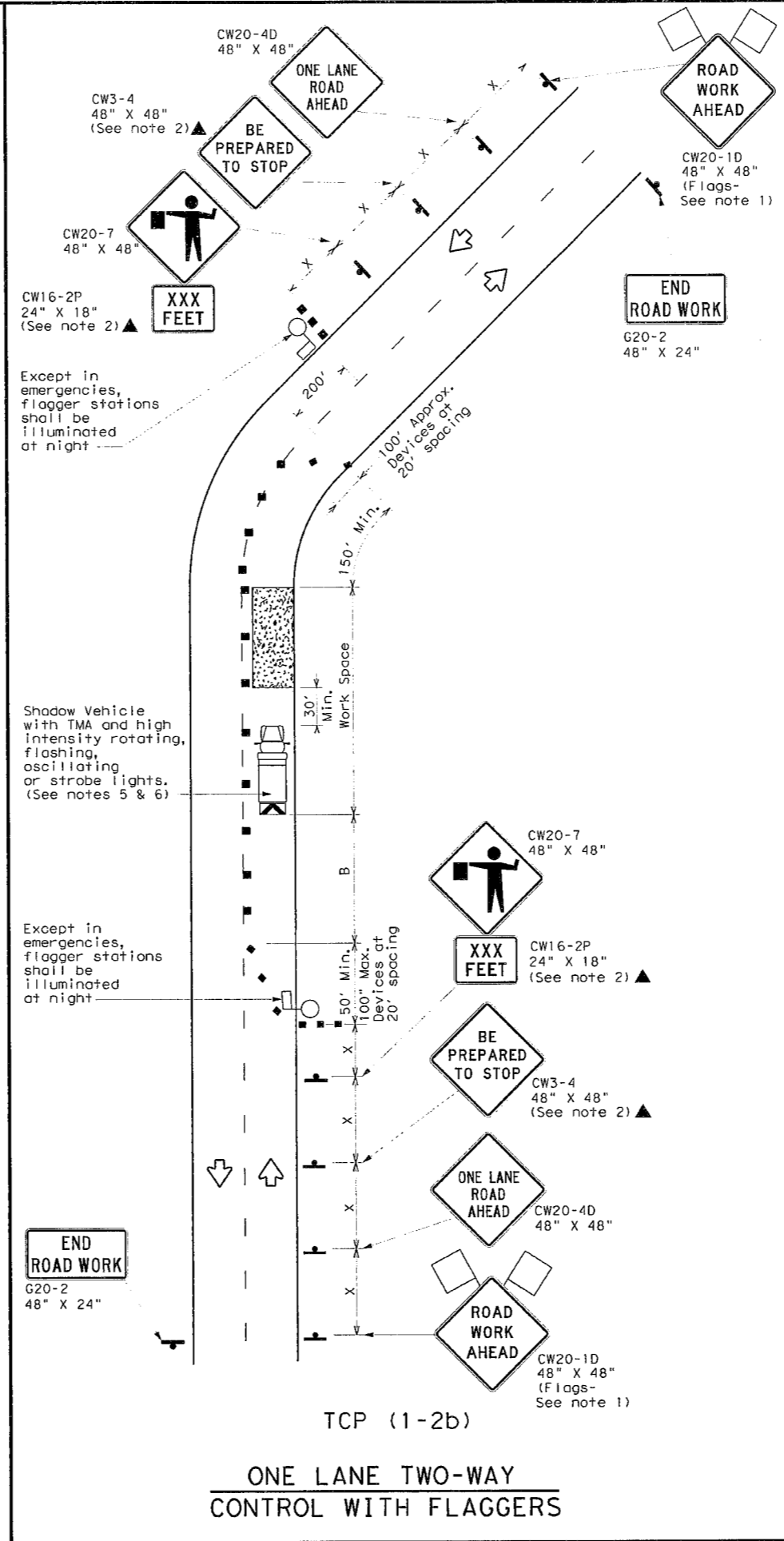
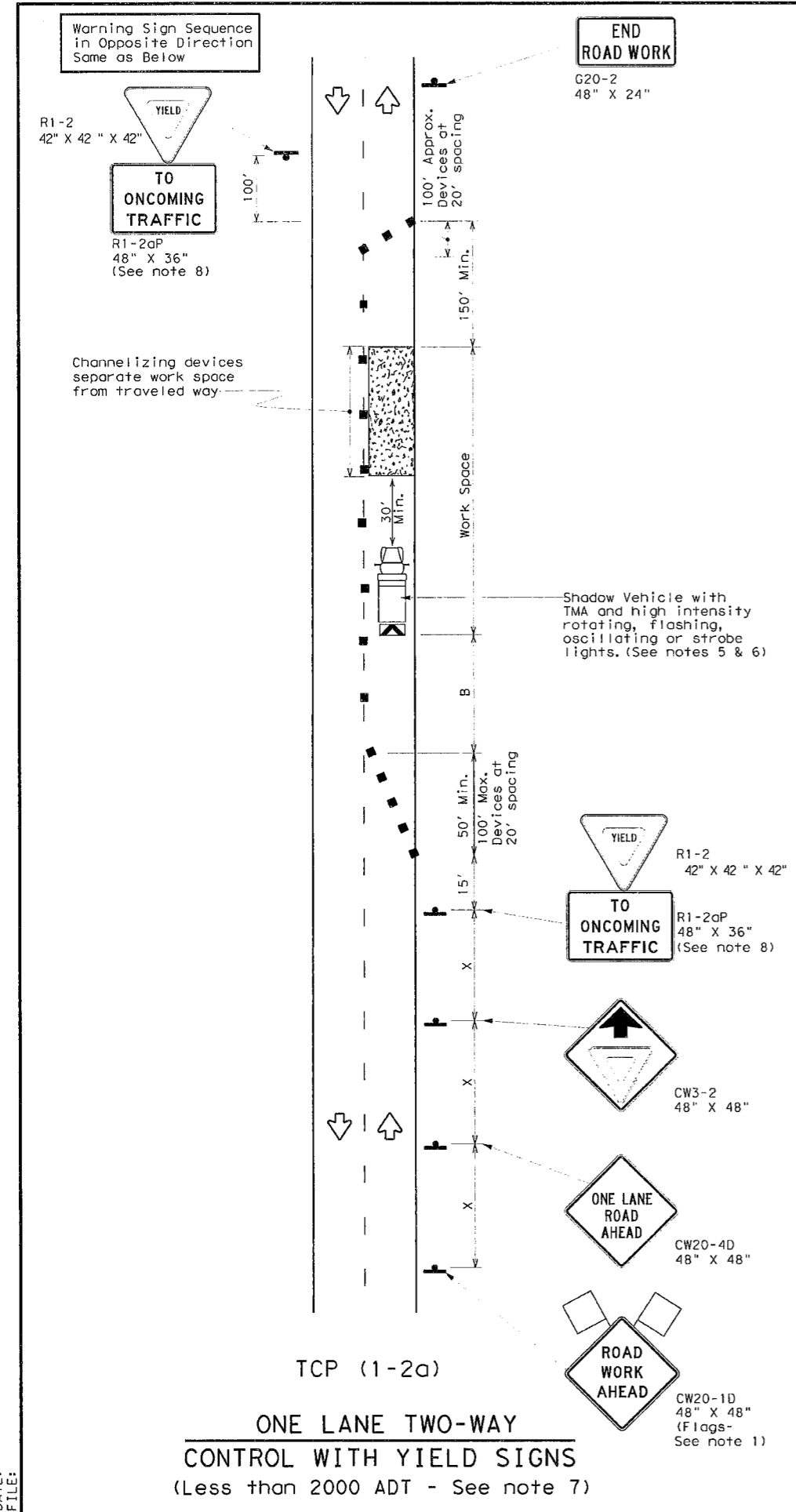


*Jaime P. Miller*  
11/28/17

2017\*2018\*FOG SEAL\*PLAN17\*DETAILS.dgn  
11/16/2017 5:34:47 PM

WILLIAMSON COUNTY DEPT. OF INFRASTRUCTURE 3151 S.E. INNER LOOP, SUITE B GEORGETOWN, TEXAS 78626 512-943-3330 www.willco.org		NO.	DESCRIPTION	BY	DATE
CUL-DE-SAC FOG SEAL (VISTA OAKS) FALL 2017			MISCELLANEOUS DETAILS		
 WILLIAMSON COUNTY 1848		PROJECT: FOG SEAL FALL 17 DATE: 11/16/2017 DESIGNED: JPM CAD DWG: JPM REVIEWED: KOK	SHEET		
17 OF 19					

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**LEGEND**

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

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

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

**TYPICAL USAGE**

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

**GENERAL NOTES**

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

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

**Texas Department of Transportation**  
 Traffic Operations Division

**TRAFFIC CONTROL PLAN**  
**ONE-LANE TWO-WAY**  
**TRAFFIC CONTROL**

**TCP (1-2) - 12**

DATE: 4-90	REVISIONS: 2-12	ED: J. T. BOUT	CHK: T. BOUT	DATE: T. BOUT	CHK: T. BOUT
FILE:					

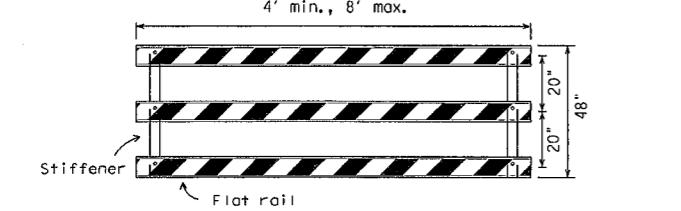
**TYPE 3 BARRICADES**

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

Barricades shall NOT be used as a sign support.

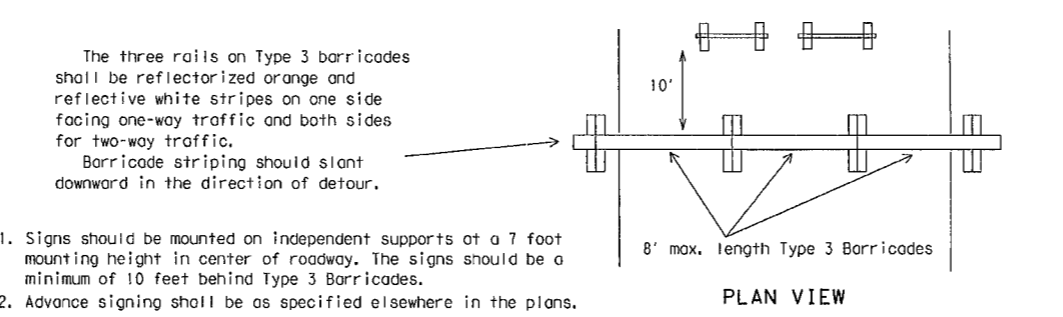
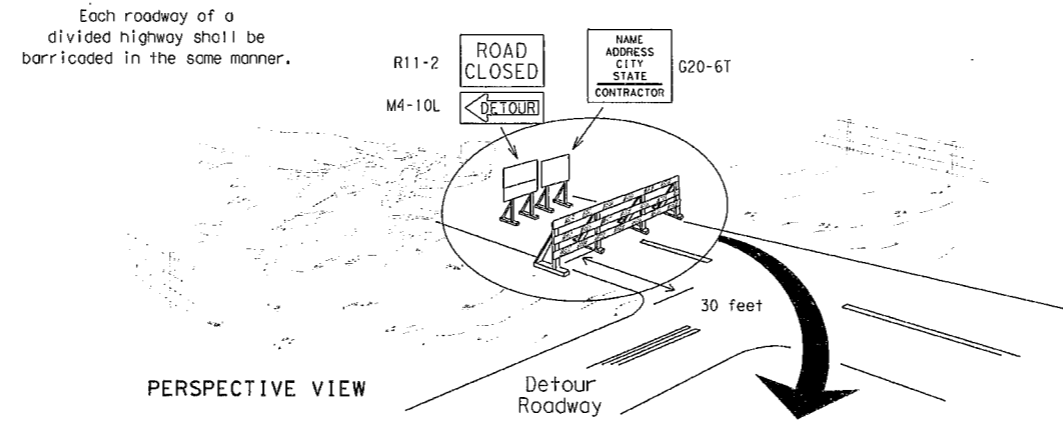


**TYPICAL STRIPING DETAIL FOR BARRICADE RAIL**



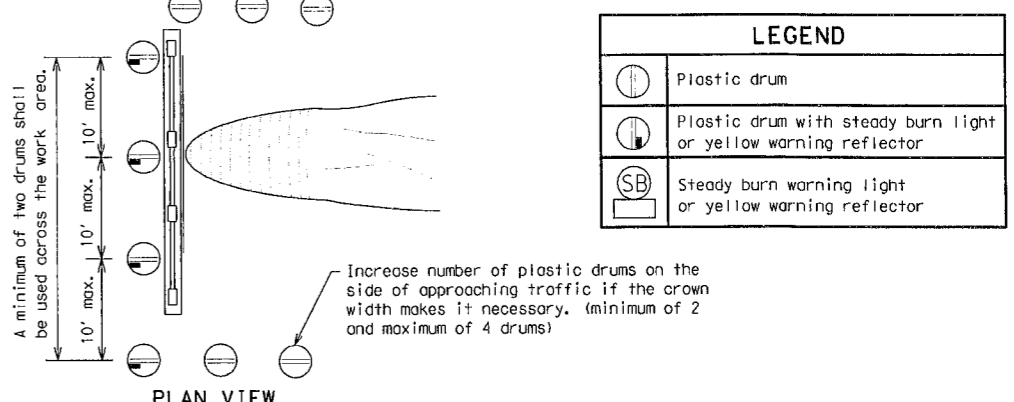
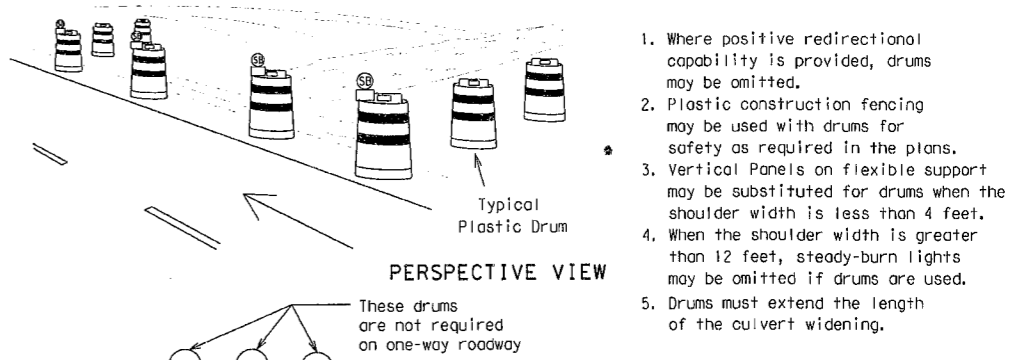
Stiffener may be inside or outside of support, but no more than 2 stiffeners shall be allowed on one barricade.

**TYPICAL PANEL DETAIL FOR SKID OR POST TYPE BARRICADES**



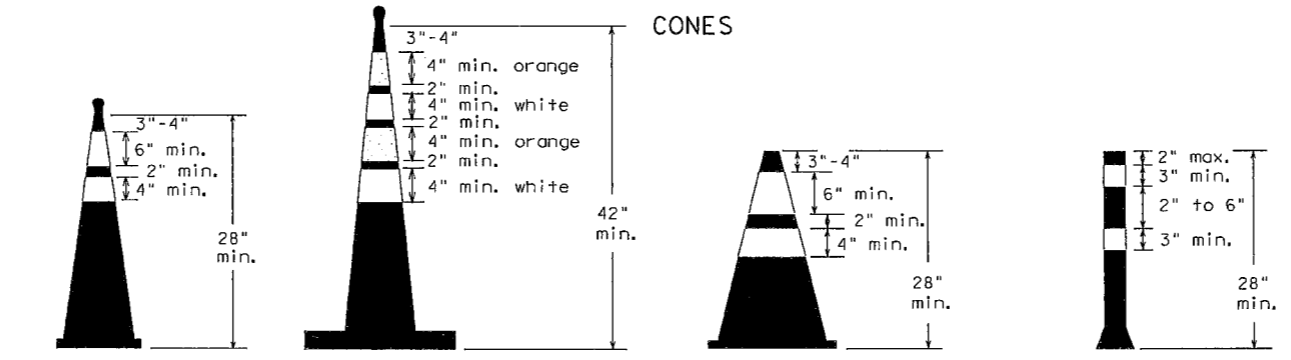
**TYPE 3 BARRICADE (POST AND SKID) TYPICAL APPLICATION**

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



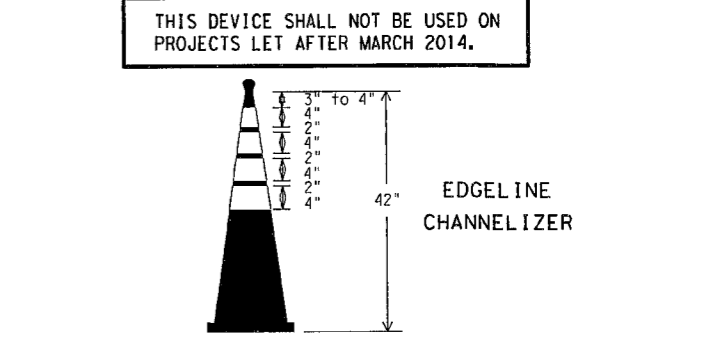
**CULVERT WIDENING OR OTHER ISOLATED WORK WITHIN THE PROJECT LIMITS**

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



**CONES**

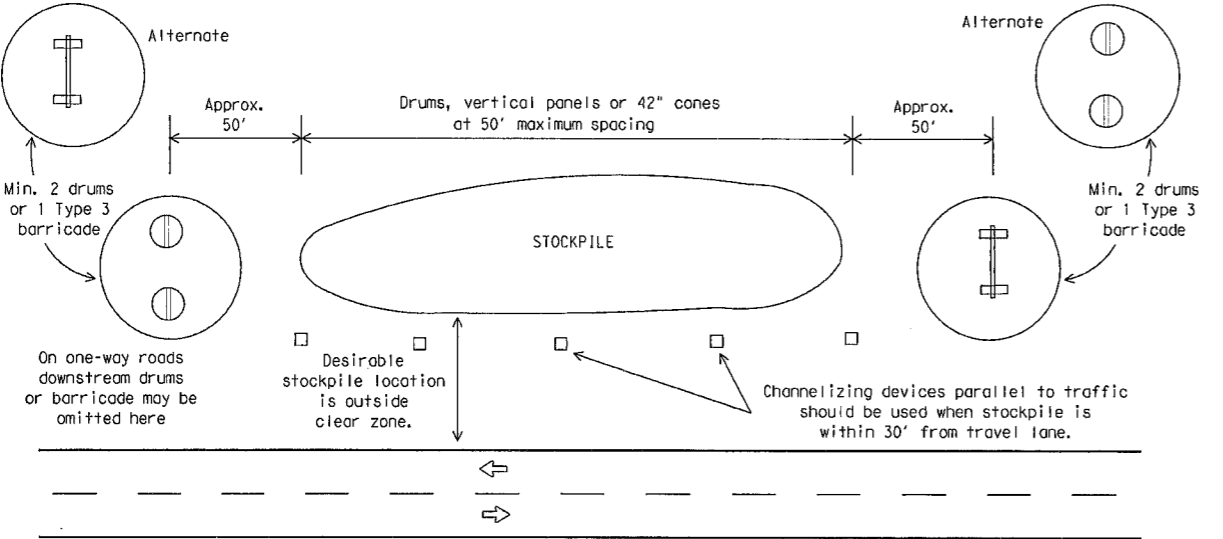
28" Cones shall have a minimum weight of 9 1/2 lbs.  
42" 2-piece cones shall have a minimum weight of 30 lbs. including base.



**EDGELINE CHANNELIZER**

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

SHEET 10 OF 12



**TRAFFIC CONTROL FOR MATERIAL STOCKPILES**

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



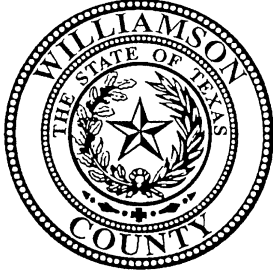
**BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES**

BC (10) - 14

FILE: BC-14, 14	REV: TxDOT	DATE: 11/07	BY: TxDOT	CHK: TxDOT
REV: 1/00	NOVEMBER 2000	CONTR: SECT	JOB	HIGHWAY
9-07	8-14	DIST	COUNTY	SHEET NO.
7-13				18 OF 18

**Bid Items**  
**Fog Seal for Cul-de-Sac- Coat Fall 2017**  
**Williamson County - Texas**

<b>ITEM</b>	<b>NO.</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>Estimated Quantity</b>	<b>Unit Price</b>	<b>Cost</b>
315	2010	Fog Seal	GAL	12,729		
500	2001	Mobilization	LS	1		
PROJECT TOTAL						



## Agreement for Construction Services

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

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

**As described in the «Solicitation\_Type» Solicitation # «Solicitation\_Number», «Solicitation\_Name»; including the specifications set forth therein, which is incorporated herein as if copied in full.**

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

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

**As described in the «Solicitation\_Type» Solicitation # «Solicitation\_Number», including the specifications set forth therein, which is incorporated herein as if copied in full.**

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

**ARTICLE 4 SUBSTANTIAL AND FINAL COMPLETION:**

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

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

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

DATE FOR SUBSTANTIAL COMPLETION: TBD

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

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

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

**ARTICLE 5 PAYMENT:**

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

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

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

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

**ARTICLE 6 CONTRACTOR'S GENERAL RESPONSIBILITIES AND COVENANTS:**

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

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

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

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

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

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

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

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

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

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

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

#### **COMMISSIONING AND WARRANTY RESPONSIBILITIES**

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

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

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

#### **ARTICLE 7 OWNER'S RESPONSIBILITIES**

**7.1** The Owner shall:

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

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

## ARTICLE 8 INSURANCE AND INDEMNITY

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

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

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

- d. Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury (including death)	\$1,000,000	\$1,000,000
Property damage	\$1,000,000	\$1,000,000
Aggregate policy limits	No aggregate limit	

- e. Builder's Risk Insurance  
(*all risks*)

An all risks policy shall be in the amount equal at all times to 100% of the Contract Sum. The policy shall include coverage for loss or damage caused by certified acts of terrorism as defined in the Terrorism Risk Insurance Act. The policy shall be issued in the name of the Contractor and shall name his Subcontractors as additional insureds. The Owner shall be named as a loss payee on the policy. The builders risk policy shall have endorsements as follow:

1. This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises. If off-site storage is permitted, coverage shall include transit and storage in an amount sufficient to protect property being transported or stored.
2. For renovation projects and or portions of work contained within an existing structure, the Owner waives subrogation for damage by fire to existing building structure(s), if the Builder's Risk Policy has been endorsed to include coverage for existing building structure(s) in the amount described in the Special Conditions. However, Contractor shall not be required to obtain such an endorsement unless specifically required by the Special Conditions., in this Agreement. The aforementioned waiver of subrogation shall not be effective unless such endorsement is obtained.

- f. Umbrella coverage in the amount of not less than \$1,000,000.

**8.1.2** The above insurance requirements are not intended to be compounded with the Contractor's standing insurance policies. If the Contractor already has in force insurance policies which provide the required coverage, there is no need to purchase duplicate coverage for this Work.

**8.1.3** Policies must include the following clauses, as applicable.

- a. "This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice, or ten (10) days for non-payment of premium, has been given to Williamson County."
- b. "It is agreed that the Contractor's insurance shall be deemed primary with respect to any insurance or self insurance carried by Williamson County for liability arising out of operations under the Agreement with Williamson County."
- c. "Williamson County, its officials, directors, employees, representatives, and volunteers are added as additional insured as respects operations and activities of, or on behalf of the named insured performed under Agreement with the Owner." This is not applicable to the workers' compensation policy.
- d. "The workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of Williamson County."

**8.1.4** Workers' Compensation Insurance Coverage:

In the event that Contractor employs any individual to perform any portion of the Work, Contractor shall comply with Texas Labor Code, §406.096, which requires workers' compensation insurance coverage for all employees providing services on a building or construction project for a governmental entity.

a. Definitions:

(1) Certificate of Coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the Duration of the Work.

(2) Duration of the Work - includes the time from the beginning of the Work until the Work has been completed and accepted by the Owner.

(3) Coverage – Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).

(4) Persons providing services relating to the Work ("subcontractor") - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform the Work, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services in relation to the Work. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the Work, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

b. The Contractor shall provide Coverage, based on proper reporting of classification codes and payroll amounts and filing of any Coverage agreements, which meets the statutory requirements of Texas labor Code, §401.011(44) for all employees of the Contractor providing services in relation to the Work, for the Duration of the Work.

c. The Contractor must provide a Certificate of Coverage to the Owner prior to or contemporaneously with the execution of this Agreement.

- d. If the Coverage period shown on the Contractor's current Certificate of Coverage ends during the Duration of the Work, the Contractor must, prior to the end of the Coverage period, file a new Certificate of Coverage with the Owner showing that Coverage has been extended.
- e. The Contractor shall obtain from each person providing services in relation to the Work, and provide to the Owner:
- (1) a Certificate of Coverage, prior to that person beginning any of the Work, so the Owner will have on file Certificates of Coverage showing Coverage for all persons providing services in relation to the Work; and
  - (2) no later than seven days after receipt by the Contractor, a new Certificate of Coverage showing extension of Coverage, if the Coverage period shown on the current Certificate of Coverage ends during the Duration of the Work.
- f. The Contractor shall retain all required Certificates of Coverage for the Duration of the Work and for one year thereafter.
- g. The Contractor shall notify the Owner in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of Coverage of any person providing services in relation to the Work.
- h. The Contractor shall post on the Work site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services in relation to the Work that they are required to be covered, and stating how a person may verify Coverage and report lack of Coverage.
- i. By signing this Agreement or providing or causing to be provided a Certificate of Coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services in relation to the Work and all persons providing services in relation to the Work will be covered by workers' compensation coverage for the Duration of the Work, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- j. The Contractor's failure to comply with any of these provisions is a breach of Agreement by the Contractor which entitles the Owner to declare the Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

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

**8.1.6** The Contractor shall not cause or allow any of its required insurance to be canceled, nor permit any insurance to lapse during the term of the Agreement or as required in the Agreement. If the Contractor fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

**8.1.7** The Owner reserves the right to review the insurance requirements set forth in this Article during the effective period of the Agreement and to make reasonable adjustments to the insurance coverage and their limits when deemed necessary and prudent by the Owner based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.

**8.1.8** The Owner shall be entitled, upon request, and without expense, to receive complete copies of the policies with all endorsements and may make any reasonable requests for deletion, or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon the Parties or the underwriter of any of such policies. Damages caused by the Contractor and not covered by insurance shall be paid by the Contractor.

**8.1.9** Contractor shall be responsible for payment of premiums for all of the insurance coverages required under this Agreement. Contractor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Contractor is responsible hereunder, Contractor shall be solely responsible for all deductibles and self-insured retentions. **Any deductibles or self-insured retentions over \$50,000 in the Contractor's insurance must be declared and approved in writing by Owner in advance.**

**8.1.10** The Contractor shall contractually require each person or entity with whom it contracts to provide services in relation to the Work, to comply with each and every insurance requirement that Contractor must comply with hereunder. More specifically, each person or entity with whom Contractor contracts to provide services on the in relation to the Work must comply with each insurance requirement under this Article 8 just as if such person or entity was the Contractor. Thus, every reference to Contractor under each insurance requirement of this Article 8 shall mean and include each person or entity with whom Contractor contracts to provide services in relation to the Work. If any such person or entity with whom Contractor contracts to provide services in relation to the Work fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

## **8.2 INDEMNITY.**

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

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

**8.3** Except for the obligation of Owner to pay Contractor the Contract Price pursuant to the terms of this Agreement, and to perform certain other obligations pursuant to the terms and conditions explicitly set forth herein, Owner shall have no liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement. Notwithstanding any obligation or liability of Owner to Contractor, no present or future partner or affiliate of Owner or any agent, officer, director, or employee of Owner, Williamson County, or of the various departments comprising Williamson County, or anyone claiming under Owner has or shall have any personal liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement.

## **ARTICLE 9 BONDS**

**9.1 Performance Bond.** Upon execution of this Agreement, Contractor shall provide a Performance Bond in the amount of 100% of the Contract Price. The surety for a Performance Bond shall meet the requirements of Texas law.

**9.2 Payment Bond.** Upon execution of this Agreement, Contractor shall provide a Payment Bond in the amount of 100% of the Contract Price, as security for the true and faithful payment in full of all subcontractors and persons performing labor, services, materials, machinery, and fixtures in connection with the Work. The surety for a Payment Bond shall meet the requirements of Texas law.

**9.3 Warranty Bond.** Upon execution of this Agreement, Contractor shall provide a Warranty Bond in the amount of 20% of the Contract Price, as security for the true and faithful performance of all warranties set forth in Bid Documents and this Agreement.

## **ARTICLE 10 TERMINATION**

**10.1 Termination for Cause.** If either party commits an Event of Breach (a breach of any of the covenants, terms and/or conditions of this Agreement), the non-breaching party shall deliver written notice of such Event of Breach to the breaching party. Such notice must specify the nature of the Event of Breach and inform the breaching party that unless the Event of Breach is cured within three (3) business days of receipt of the notice, additional steps may be taken to terminate this Agreement. If the breaching party begins a good faith attempt to cure the Event of Breach within three (3) business days, then and in that instance, the three (3) business day period may be extended by the non-breaching party, so long as the breaching party continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the Event of Breach. If, in the opinion of the non-breaching party, the breaching party does not cure the breach within three (3) business days or otherwise fails to make any diligent attempt to correct the Event of Breach, the breaching party shall be deemed to be in breach and the non-breaching party may, in addition to seeking the remedies available hereunder and under the law, terminate this Agreement.

**10.2 Termination for Convenience.** The Owner may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to Contractor. In the event of such termination, it is understood and agreed that only the amounts due to Contractor for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Owner's termination of this Agreement for convenience.

## **ARTICLE 11 MISCELLANEOUS PROVISIONS**

**11.1 Interest and Late Payments.** Except as otherwise specifically set forth herein, Owner's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Interest charges for any overdue payments shall be paid by Owner in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Owner's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

In the event that an error appears in an invoice/application for payment submitted by Contractor, Owner shall notify Contractor of the error not later than the twenty first (21<sup>st</sup>) day after the date Owner receives the invoice/application for payment. If the error is resolved in favor of Contractor, Contractor shall be entitled to receive interest on the unpaid balance of the invoice/application for payment submitted by Contractor beginning on the date that the payment for the invoice/application for payment became overdue. If the error is resolved in favor of the Owner, Contractor shall submit a corrected invoice/application for payment that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by Chapter 2251 of the Texas Government Code if the corrected invoice/application for payment is not paid by the appropriate date.

**11.2 Assignment; Successors and Assigns.** This Agreement is a personal service contract for the services of Contractor, and Contractor's interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.

**11.3 Captions.** The captions of paragraphs in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

**11.4 Governing Law and Venue.** This Agreement and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without reference to its conflicts of law provisions. Williamson County where the Work site is located shall be the sole place of venue for any legal action arising from or related to this Agreement or the project in which the Owner is a party.

**11.5 Waivers.** No delay or omission by either party in exercising any right or power arising from non-compliance or failure of performance by the other party with any of the provisions of this Agreement shall impair or constitute a waiver of any such right or power. A waiver by either party of any covenant or condition of this Agreement shall not be construed as a waiver of any subsequent breach of that or of any other covenant or condition of the Agreement.

**11.6 Interpretation.** In the event of any dispute over the meaning or application of any provision of the Contract Documents, the Contract Documents shall be interpreted fairly and reasonably, and neither more strongly for or against any party, regardless of the actual drafter of the Contract Documents.

**11.7 Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

**11.8 Appointment.** Owner hereby expressly reserves the right from time to time to designate by notice to Contractor a representative(s) to act partially or wholly for Owner in connection with the performance of Owner's obligations. Contractor shall act only upon instructions from the designated representative(s) unless otherwise specifically notified to the contrary.

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

**11.10 Severability.** Should any term or provision of this Agreement be held invalid or unenforceable in any respect, the remaining terms and provisions shall not be affected and this Agreement shall be construed as if the invalid or unenforceable term or provision had never been included.

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

**11.12 Current Revenues.** Under Texas law, a contract with a governmental entity that contains a claim against future revenues is void; therefore, each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

**11.13 Compliance with Laws.** Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, Contractor shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

**11.14 Sales and Use Tax Exemption.** Owner is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. § 151.309, as amended.

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

**11.16 Force Majeure.** If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance of this Agreement. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

**11.17 Equal Opportunity in Employment.** The parties to this Agreement agree that during the performance of the services under this Agreement they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The parties to this Agreement will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.

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

**11.19 Relationship of the Parties.** Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

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

**11.21 Execution in Counterparts.** This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which together shall constitute one and the same document.

**11.22 Entire Agreement.** This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE OWNER HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

BY SIGNING BELOW, the Parties have executed and bound themselves to this Agreement to be effective as of the date of the last party's execution hereof (Effective Date).

**OWNER:**

**CONTRACTOR:**

WILLIAMSON COUNTY, TEXAS,  
a political subdivision of the state of Texas

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

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

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

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

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

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

**Party Representatives**

Owner's Designated Representative ("ODR"):

Contractor's Designated Representative:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone \_\_\_\_\_

Phone \_\_\_\_\_

Fax \_\_\_\_\_

Fax \_\_\_\_\_

## BID AFFIDAVIT

**This form must be completed, signed, notarized and returned with Bid package**

The undersigned 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."

<b>Name of Bidder:</b>	<input style="width: 100%;" type="text"/>
<b>Address of Bidder:</b>	<input style="width: 100%;" type="text"/>
<b>Email:</b>	<input style="width: 100%;" type="text"/>
<b>Telephone:</b>	<input style="width: 100%;" type="text"/>
<b>Printed Name of Person Submitting Affidavit:</b>	<input style="width: 100%;" type="text"/>
<b>Signature of Person Submitting Affidavit:</b>	<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.**

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b>		<b>Form CIQ</b>
<b>For vendor or other person doing business with local governmental entity</b>		
<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><b>OFFICE USE ONLY</b></p> <p>Date Received</p> <div style="border: 1px solid black; width: 100px; height: 20px; margin: 0 auto;"></div>
1	<p><b>Name of person doing business with local governmental entity.</b></p> <div style="border: 1px solid black; width: 100%; height: 20px; margin-top: 5px;"></div>	
2	<p><b>Check this box if you are filing an update to a previously filed questionnaire.</b></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><b>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.</b></p> <div style="border: 1px solid black; width: 100%; height: 60px; margin-top: 10px;"></div>	
4	<p><b>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.</b></p> <div style="border: 1px solid black; width: 100%; height: 60px; margin-top: 10px;"></div>	

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> <b>For vendor or other person doing business with local governmental entity</b>		<b>Form</b> <b>CIQ</b> <b>Page 2</b>
5	<p style="text-align: center;"><b>Name of local government officer with whom filer has affiliation or business relationship.</b> (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 &amp; 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><b>6. Describe any other affiliation or business relationship that might cause conflict of interest:</b></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
<b>Signature not required if completing in BIDSYNC electronically.</b>		

# Bidder References

List the last (3) companies or governmental agencies, where the same or similar goods and/or services as contained in this IFB package, were recently provided by Bidder.

## Reference 1

Client Name:

Location:

Contact Name:

Title:

Phone:

E-mail

Contract Date To:

Contract Date From:

Contract Value: \$

Scope of Work:

## Reference 2

Client Name:

Location:

Contact Name:

Title:

Phone:

E-mail

Contract Date To:

Contract Date From:

Contract Value: \$

Scope of Work:

**Reference 3**

Client Name:

Location:

Contact Name:

Title:

Phone:

E-mail

Contract Date To:

Contract Date From:

Contract Value: \$

Scope of Work:

## Question and Answers for Bid #1802-214 - Cul-De-Sac Fog Seal Fall 2017

### Overall Bid Questions

There are no questions associated with this bid.

**Commissioners Court - Regular Session**

**34.**

**Meeting Date:** 02/13/2018

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
- k) Wolf Lakes

**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: 02/07/2018

**Reviewed By**

Wendy Coco

**Date**

02/07/2018 03:17 PM

Started On: 02/07/2018 02:47 PM

**Commissioners Court - Regular Session**

**35.**

**Meeting Date:** 02/13/2018

Executive Session

**Submitted For:** Charlie Crossfield

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

**Department:** Road Bond

**Agenda Category:** Executive Session

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**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 for N. Mays Extension.
- e) Discuss the acquisition of real property: CR 101
- f) Discuss the acquisition of real property: CR 200
- 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 the acquisition of real property and easements 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 SH 29 @ DB Wood.
- 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.

- n) Discuss the Interlocal Agreement with BRA for CR 305
- o) Discuss the possible sale of a portion of the Candle Factory tract.
- p) Potential governmental uses for 8th Street downtown parking lot
- C. Consider intervention in lawsuit regarding de-listing of Bone Cave harvestman.
- D. Discuss the possible placement of agricultural-related monuments at the Williamson County Exposition Center with the participation of third parties.

**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: 02/07/2018

**Reviewed By**

Wendy Coco

**Date**

02/07/2018 03:17 PM

Started On: 02/07/2018 02:47 PM